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# General Warranty Provisions

Tesla Motors HK Limited ( " Tesla " ) will provide repairs to a Model S vehicle ( the " Vehicle " ) during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

## Who is the Warrantor?

Vehicles registered in Hong Kong:

Tesla Motors HK Limited

G/F, TML Tower, 3 Hoi Shing Road

Tsuen Wan, New Territories, Hong Kong

## What Vehicles are Covered?

This New Vehicle Limited Warranty applies to a Model S vehicle sold by Tesla in the Hong Kong Special Administrative Region ( " HKSAR " ) provided that the first retail purchaser ( " you " ) or a subsequent purchaser returns the Vehicle to the HKSAR in order to receive warranty service. Any subsequent purchaser or transferee must return to the HKSAR in order to obtain warranty service regardless of the country in which such purchaser or transferee may have purchased the vehicle.

## Multiple Warranty Conditions

This New Vehicle Limited Warranty contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section as well as other provisions in this New Vehicle Limited Warranty.

## Limitations and Disclaimers

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. Implied and express warranties and conditions arising under applicable Hong Kong laws and regulations are disclaimed to the fullest extent allowable by law, or limited in duration to the term of this New Vehicle Limited Warranty. The performance of necessary repairs , parts replacements, replacement of the Vehicle or refund of the Vehicle purchase price by Tesla is the exclusive remedy under this New Vehicle Limited Warranty or any warranties implied by mandatory provision of applicable law . Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this New Vehicle Limited Warranty. The decision of whether to repair or replace a part or the whole Vehicle or to refund a part or the entire Vehicle purchase price will be made by Tesla in its sole discretion and subject to applicable laws and regulations.

## Your Rights Under Hong Kong Law

This New Vehicle Limited Warranty gives you and any subsequent purchaser specific legal rights.

## Ownership Transfer

This New Vehicle Limited Warranty is transferable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Warranty ( " subsequent purchaser " ).

## Who Can Enforce this New Vehicle Limited Warranty?

The first retail purchaser, or a subsequent purchaser, of a new Model S vehicle sold in the HKSAR , titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to Hong Kong laws, can enforce this New Vehicle Limited Warranty, subject to the terms of this New Vehicle Limited Warranty.



## When Does the Warranty Period Begin and End?

This New Vehicle Limited Warranty commences from the date of delivery of the Vehicle by Tesla, and provides coverage for the period based on the specified warranty as described in the section [Warranty Coverage](#) on page 4. Parts repaired or replaced under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as may otherwise be provided by applicable law.



# Warranty Coverage

This New Vehicle Limited Warranty consists of the Basic Vehicle Limited Warranty and the Battery and Drive Unit Limited Warranty, each as described below.

The exclusive remedy available to you (or any subsequent purchaser) under this New Vehicle Limited Warranty is the repair or replacement of new or remanufactured parts by Tesla for the covered defects or the replacement of the Vehicle or refund of the Vehicle purchase price in certain limited circumstances as required by Hong Kong laws and regulations. Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, such repair, parts replacement of the Vehicle or refund of the Vehicle purchase price will be performed by Tesla when Tesla is notified of the covered defect within the applicable warranty period. Repairs will be performed using new or remanufactured parts at the sole discretion of Tesla. All defective parts or other components replaced by Tesla or a replaced Vehicle are the exclusive property of Tesla unless otherwise provided under applicable law.

## Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this New Vehicle Limited Warranty, the Basic Vehicle Limited Warranty covers the repair necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla that occur under normal use within a period of 4 years from the date of delivery or 80,000 km, whichever comes first.

## Battery and Drive Unit Limited Warranty

The Model S lithium-ion battery (the “Battery”) and Drive Unit are extremely sophisticated powertrain components designed to withstand extreme driving conditions. You can rest easy knowing that Tesla’s state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below. If your Battery or Drive Unit requires warranty service, Tesla will repair the unit, or replace it with a factory reconditioned unit. When replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred. To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.) Your vehicle’s Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of 8 years, unlimited km.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings), a collision or accident (excluding from Battery fires as specified above), or the servicing or opening of the Battery or Drive Unit by non-Tesla personnel, is not covered under this Battery and Drive Unit Limited Warranty.

In addition, the Drive Unit is subject to the exclusions and limitations described in this New Vehicle Limited Warranty. Damage to the Battery resulting from the following activities is also not covered under this Battery and Drive Unit Limited Warranty:

- Physically damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in the Owner’s Manual provided with the Vehicle at the time of first retail purchase ) or reduce the life of the Battery;
- Exposing the Battery to direct flame (excluding from Battery fires as specified above); or
- Flooding of the Battery.

The Battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage, is NOT covered under this Battery and Drive Unit Limited Warranty. See your owner documentation for important information on how to maximize the life and capacity of the Battery.



Subject always as herein provided and without prejudice to the specific provisions of this New Vehicle Limited Warranty, this New Vehicle Limited Warranty does not cover any Vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Failure to take the vehicle to a Tesla Service Center or Tesla authorized repair facility upon discovery of a defect covered by this New Vehicle Limited Warranty;
- Accidents, collisions, or objects striking the vehicle;
- Any repair, alteration or modification of the vehicle, or the installation or use of fluids, parts or accessories, made in any such case by a person or facility not authorized or certified by Tesla to do so;
- Improper repair or maintenance, including use of fluids, parts or accessories other than those specified in the Owner's Manual;
- Towing the Vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, acid rain, sand storm or deep water;
- Driving the Vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles, or in competition, racing or autocross or for any other purposes for which the Vehicle is not designed;
- Overloading the vehicle;
- Using the Vehicle as a stationary power source; and
- The environment or an act of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind storms, acid rain, fire, water, contamination, lightning and other environmental conditions.

## Additional Limitations and Exclusions

In addition to the above exclusions and limitations, this New Vehicle Limited Warranty does not cover any of the following:

- Any corrosion or paint defects including, but not limited to, the following: Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation (holes) in body panels or the chassis from the inside out; Surface or cosmetic corrosion causing perforation in body panels or the chassis from the outside in, such as stone chips or scratches; and Corrosion and paint defects caused by, due to or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the Vehicle, improper installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Non-genuine Tesla parts or accessories or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-genuine Tesla parts or accessories ;
- Certain individual items associated with the Vehicle that are not included or purchased with the Vehicle, including, but not limited to the tires, Mobile Connector, Wall Connector, any future connectors, and related charging adapters, which have separate warranties subject to their own terms and conditions;
- Windshield or window glass that is broken, chipped, scratched, or cracked, other than as a result of a defect in material or workmanship of a Tesla manufactured or supplied windshield or window glass;
- General appearance or normal noise and vibration, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration; and
- Maintenance services, including, but not limited to, the following:



# Exclusions and Limitations

- Standard 12 month or 20,000 km (12,500 mile) service and diagnostics checks;
- Wheel alignment or balancing;
- Appearance care (such as cleaning and polishing); and
- Expendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.).

## Voided Warranty

You and all subsequent purchasers are responsible for the proper operation of the Vehicle and for receiving and maintaining detailed and accurate records of the Vehicle's maintenance, including the 17-digit VIN, servicing center name and address, mileage, date of service or maintenance and description of service or maintenance items, which should be transferred to each subsequent purchaser. You and any subsequent purchasers may void this New Vehicle Limited Warranty if the following specific instructions and recommendations regarding the use and operation of the Vehicle provided in your Model S Owner's Manual as updated from time to time by new releases or notes issued in hard or softcopy are not followed, including, but not limited to:

- Complying with any recall advisories;
- Carrying passengers and cargo within specified load limits; and
- Making all repairs.

Although Tesla does not require you or any subsequent purchaser to perform all service or repairs at a Tesla Service Center or Tesla authorized repair facility, this New Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs. Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to the Vehicle and, in certain cases, may employ the only persons or be the only facilities authorized or certified to work on certain parts of your vehicle. Tesla strongly recommends that all maintenance, service and repairs be done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this New Vehicle Limited Warranty.

The following will also void this New Vehicle Limited Warranty:

- Vehicles that have had the VIN defaced or altered or the odometer or other related system disconnected, altered or rendered inoperative so that it is difficult to determine the VIN number or actual mileage;
- Vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss; and
- Vehicles that have been determined to be a total loss by an insurance company.

## Damages

Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to the Vehicle, including, but not limited to, transportation to and from a Tesla Service Center, loss of Vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

Tesla shall not be liable for any direct damages in an amount that exceeds the fair market value of the Vehicle at the time of the claim.

Except for death and personal injury as required under applicable Hong Kong law, the above limitations and exclusions shall apply whether the claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Tesla is advised of the possibility of such damages or such damages are reasonably foreseeable.



To obtain warranty service, Tesla must be notified within the applicable warranty period, and the Vehicle delivered at the expense of the then owner, during regular business hours to a Tesla Service Center, or such other repair facility designated by Tesla in the HKSAR. The location of the nearest Tesla Service Center may be obtained by visiting [www.teslamotors.com](http://www.teslamotors.com). The location of Tesla Service Centers is subject to change at any time and without prior notice.

The VIN, which is located on the upper dashboard on the driver's side of the vehicle and visible through the windshield, must be provided. It is also available on the vehicle registration and title documentation. Vehicle delivery date, current mileage and a description of the defect must also be provided to Tesla.

On a timely basis, necessary documents for the repair, replacement and refund process must be provided to Tesla, including all the relevant materials and assistance in relation to the Vehicle registration, taxation registration and refund as a result of the repair, replacement or refund, in accordance with the requirements of Tesla.

In the event of a change of address, please contact Tesla at the address or phone number specified in the section of this New Vehicle Limited Warranty titled [General Warranty Provisions](#) on page 2.

## Payment of Tax for Repairs

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where applicable law allows, you are responsible for payment of these taxes.

## Reasonable Time for Repairs

Tesla must be allowed, subject to the terms of this New Vehicle Limited Warranty, a reasonable time for completion of repairs and/or service. Upon notification by Tesla of the completion of the Vehicle repairs and/or service, you (or any subsequent purchaser), as the case may be, are responsible for immediately picking up the Vehicle, at your own expense.

## Modifications and Waivers

No person or entity, including, but not limited to, a Tesla employee or authorized representative, can modify or waive any part of this New Vehicle Limited Warranty. Tesla may occasionally offer to pay a portion or all of the cost of certain repairs that are no longer covered by this New Vehicle Limited Warranty for specific vehicle models. In such circumstances, Tesla will notify all known registered owners of affected vehicles. You (or any subsequent purchaser) may also inquire to Tesla directly regarding the applicability of such programs, if any, to the Vehicle. Tesla may also occasionally offer to pay a portion or all of the cost of certain vehicle repairs that are no longer covered by this New Vehicle Limited Warranty on an ad hoc case-by-case basis. Tesla reserves the right to do the above and to make changes to vehicles manufactured or sold by Tesla and the applicable warranties, at any time, without incurring any obligation to make the same or similar payment or changes for vehicles Tesla previously manufactured or sold, or applicable warranties including this New Vehicle Limited Warranty. Nothing herein shall imply that any Tesla vehicle is free of defects.

## Dispute Resolution

To the fullest extent allowed by the Hong Kong law, Tesla requires that you (or any subsequent purchaser) first provide Tesla, within a reasonable time during the applicable warranty period specified in this New Vehicle Limited Warranty, with written notification of any defects experienced to allow Tesla an opportunity to make any needed repairs, and to submit to Tesla's dispute settlement program, before pursuing any remedy at law.

Please send your written notification to:

Tesla Motors HK Limited

G/F, TML Tower, 3 Hoi Shing Road



# Obtaining Warranty Service

Tsuen Wan, New Territories, Hong Kong

Please include the following information:

- Your name and contact information;
- VIN;
- Name and location of the Tesla Store and/or Tesla Service Center nearest to you or a subsequent purchaser;
- Vehicle delivery date;
- Current mileage;
- Description of the defect; and
- History of the attempts you (or a subsequent purchaser) have made with a Tesla Store or a Tesla representative to resolve the concern, or of any repairs or services that were not performed by a Tesla Service Center or Tesla authorized repair facility.

In the event any disputes, differences or controversies arise between you and Tesla related to this New Vehicle Limited Warranty, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, as agreed in the Sales Agreement between you and Tesla, both you and Tesla shall submit to a competent court in the HKSAR with respect to any disputes arising out of this New Vehicle Limited Warranty.