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General Warranty Provisions

Tesla Motors HK Limited (“Tesla”) will provide repairs to a used Tesla vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this Tesla Used Vehicle Limited Warranty.

Who is the Warrantor?

Tesla Motors HK Limited
G/F, TML Tower, 3 Hoi Shing Road
Tsuen Wan, New Territories, Hong Kong
+852 3974 0251

What Vehicles are Covered?

This Tesla Used Vehicle Limited Warranty applies to a used vehicle sold by Tesla in the Tesla Hong Kong Warranty Region. For purposes of this Tesla Used Vehicle Limited Warranty, the Tesla Hong Kong Warranty Region is defined as the Hong Kong Special Administrative Region (“HKSAR”). All vehicles must be returned to the Hong Kong Warranty Region in order to receive warranty service. Any subsequent purchasers or transferees must return to the Hong Kong Warranty Region 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 Tesla Used 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 Tesla Used Vehicle Limited Warranty.

Limitations and Disclaimers

THE ORIGINAL NEW VEHICLE LIMITED WARRANTY AND THIS TESLA USED VEHICLE LIMITED WARRANTY ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH YOUR TESLA VEHICLE. Implied and express warranties and conditions arising under applicable laws or statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the term of this Tesla Used Vehicle Limited Warranty. Some jurisdictions do not allow limitations on implied warranties or conditions and/or how long an implied warranty or condition lasts, so the above limitations may not apply to you.

THE PERFORMANCE OF NECESSARY REPAIRS AND PARTS REPLACEMENT BY TESLA IS THE EXCLUSIVE REMEDY UNDER THIS TESLA USED VEHICLE LIMITED WARRANTY OR ANY IMPLIED WARRANTIES. Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Tesla Used Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by Tesla, in its sole discretion.

Your Rights Under Applicable Law

This Tesla Used Vehicle Limited Warranty gives you specific legal rights. You may also have other rights under applicable law.

Ownership Transfer

This Tesla Used 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 used vehicle



purchaser within the described limitations of this Tesla Used Vehicle Limited Warranty (“subsequent purchaser”).

Who Can Enforce this Tesla Used Vehicle Limited Warranty?

The first used vehicle purchaser, or subsequent purchaser, of a used Tesla vehicle sold in the Tesla Hong Kong Warranty Region, titled or registered in the name of the first used vehicle purchaser, or subsequent purchaser, according to the laws of HKSAR, can enforce this Tesla Used Vehicle Limited Warranty, subject to the terms of this Tesla Used Vehicle Limited Warranty.

When Does the Warranty Period Begin and End?

This Tesla Used Vehicle Limited Warranty begins on the first date and at the mileage a used vehicle is delivered to the first used vehicle purchaser. This Tesla Used Vehicle Limited Warranty supersedes and replaces the original New Vehicle Limited Warranty’s Basic Vehicle Limited Warranty and Supplemental Restraint System (“SRS”) Limited Warranty, 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, including replacement of the vehicle, under this Tesla Used Vehicle Limited Warranty, are covered only until the applicable warranty period of this Tesla Used Vehicle Limited Warranty ends, or as otherwise provided by applicable law.



Warranty Coverage

This Tesla Used Vehicle Limited Warranty supersedes and replaces the terms of the original New Vehicle Limited Warranty's Basic Vehicle Limited Warranty and SRS Limited Warranty, each as described below. This Tesla Used Vehicle Limited Warranty does not extend or otherwise alter the terms of the Battery and Drive Unit Limited Warranty for the used vehicle specified in the original New Vehicle Limited Warranty.

The exclusive remedy available to you under this Tesla Used Vehicle Limited Warranty is the repair or replacement of new, reconditioned, or remanufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this Tesla Used Vehicle Limited Warranty, such repair or parts replacement will be performed without cost to you by Tesla when Tesla is notified of the covered defect within the applicable warranty period. Repairs will be performed using new, reconditioned, or remanufactured parts at the sole discretion of Tesla. All replaced parts or other components 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 Tesla Used Vehicle Limited Warranty, the Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla that occur under normal use for an incremental period of 4 years, or 80,000 km from the first day and at the mileage the used vehicle is delivered to the first used vehicle purchaser, whichever comes first, irrespective of the expiration date or mileage of the Basic Vehicle Limited Warranty specified in the original New Vehicle Limited Warranty.

Supplemental Restraint System Limited Warranty

Subject to the exclusions and limitations described in this Tesla Used Vehicle Limited Warranty, the SRS Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicle's seat belts or air bag system manufactured or supplied by Tesla that occur under normal use for an incremental period of 4 years, or 80,000 km from the first day and at the mileage a used vehicle is delivered to the first used vehicle purchaser, whichever comes first, irrespective of the expiration date or mileage of the SRS Limited Warranty specified in the original New Vehicle Limited Warranty.



Warranty Limitations

This Tesla Used 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, or make repairs or service recommended by, a Tesla Service Center or Tesla authorized repair facility upon discovery of a defect covered by this Tesla Used 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 by a person or facility not authorized or certified to do so;
- Improper repair or maintenance, including use of fluids, parts or accessories other than those specified in your owner documentation;
- Towing the vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving off-road (applies only to Model S);
- Driving 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 Tesla Used 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, 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, including, but not limited to: the tires, Mobile Connector, Wall Connector, any future connectors, and any 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;



Exclusions and Limitations

- 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:
 - Standard 12 month, or 12,500 mile (20,000 km), 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 Tesla Used Vehicle Limited Warranty if the following specific instructions and recommendations regarding the use and operation of the vehicle provided in your Owner's Manual, as updated from time to time, by new releases or notes issued in hard or soft copy are not followed, including, but not limited to:

- Installing the vehicle's software updates after notification that there is an update available;
- Complying with any recall advisories;
- Carrying passengers and cargo within specified load limits; and
- Making all repairs.

Although Tesla does not require you to perform all service or repairs at a Tesla Service Center or Tesla authorized repair facility, this Tesla Used 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 your 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 you have all maintenance, service and repairs done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this Tesla Used Vehicle Limited Warranty.

The following will also void this Tesla Used 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 your 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.



The above limitations and exclusions shall apply whether your 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. Some jurisdictions do not allow the exclusion or limitation of indirect, direct, special, incidental or consequential damages, so the above limitations or exclusions may not apply to you.

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 http://www.tesla.com/en_HK/. The location of Tesla Service Centers is subject to change at any time and without prior notice.

Please be prepared to provide the VIN, current mileage, and a description of the defect when you contact Tesla. The VIN is located on the upper dashboard on the driver's side of the vehicle and visible through the windshield. It is also available on your vehicle registration and title documentation.

In the event of a change of your address, please contact Tesla at the address or phone number specified in the [Who is the Warrantor?](#) section of this Tesla Used Vehicle Limited Warranty.

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 Tesla Used 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 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 Tesla Used 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 Tesla Used Vehicle Limited Warranty for specific vehicle models. In such circumstances, Tesla will notify all known registered owners of affected vehicles. You may also inquire to Tesla directly regarding the applicability of such programs, if any, to your 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 Tesla Used 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 Tesla Used Vehicle Limited Warranty. Nothing herein shall imply that any Tesla vehicle is free of defects.