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General Warranty Provisions

Tesla Motors, Inc. ("Tesla") will provide repairs to a Model S 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?

<p>Vehicles registered in the U.S.:</p> <p>Tesla Motors, Inc. 3500 Deer Creek Road Palo Alto, California Attention: Vehicle Service 1-877-79-TESLA (1-877-798-3752)</p>		<p>Vehicles registered in Canada:</p> <p>Tesla Motors Canada ULC 1325 Lawrence Ave East Toronto, ON M3A 1C6 Attention: Vehicle Service 1-877-79-TESLA (1-877-798-3752)</p>	
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What Vehicles are Covered?

This New Vehicle Limited Warranty applies to a Model S vehicle sold by Tesla in the Tesla North America Warranty Region. For purposes of this New Vehicle Limited Warranty, the Tesla North America Warranty Region is defined as all 50 states of the United States of America, the District of Columbia, and all 13 provinces and territories of Canada, provided that you must return to the North America Warranty Region in order to receive warranty service. Any subsequent purchasers or transferees must return to the North America 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 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 state or provincial laws or federal 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 New Vehicle Limited Warranty. Some states or provinces 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 New 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 New Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new or re-manufactured part will be made by Tesla, in its sole discretion.



Your Rights Under State Law

This New Vehicle Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state.

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 subsequent purchaser, of a new Model S vehicle sold in the Tesla North America Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to the laws of the 50 states of the United States of America, the District of Columbia, or Canada, 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 begins on the first day a new vehicle is put into use by delivery to the first retail purchaser(s), or by leasing or registering as a company car or demonstrator, whichever is earlier, and provides coverage for the period based on the specified warranty as described in the section [Warranty Coverage](#). Parts repaired or replaced, including replacement of the vehicle, under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as otherwise provided by applicable law.



Warranty Coverage

This New Vehicle Limited Warranty includes the Basic Vehicle Limited Warranty, the Supplemental Restraint System (“SRS”) Limited Warranty, and the Battery and Drive Unit Limited Warranty, each as described below.

The exclusive remedy available to you under this New Vehicle Limited Warranty is the repair or replacement of new or re-manufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this New 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 or re-manufactured 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 New 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 a period of 4 years or 50,000 miles (80,000 km), whichever comes first.

Supplemental Restraint System Limited Warranty

Subject to the exclusions and limitations described in this New 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 a period of 5 years or 60,000 miles (100,000 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 or for the number of miles/km specified below for your Battery configuration, whichever comes first:

- 60 kWh - 125,000 miles (200,000 km)
- 70 kWh - unlimited miles/km
- 85 kWh - unlimited miles/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 your owner documentation) 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.



Warranty Limitations

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 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 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, 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, High Power 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:



- Standard 12 month or 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 are responsible for the proper operation of the vehicle and for receiving and maintaining detailed and accurate records of your vehicle's maintenance, including the 17-digit Vehicle Identification Number ("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 may void this New Vehicle Limited Warranty if you do not follow the specific instructions and recommendations regarding the use and operation of the vehicle provided in your Model S owner documentation, 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 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 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 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 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 states or provinces 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.



Obtaining Warranty Service

To obtain warranty service, you must notify Tesla within the applicable warranty period, and deliver the vehicle, at your expense, during regular business hours to a Tesla Service Center, or such other repair facility designated by Tesla, in the Tesla North American Warranty Region. The location of the nearest Tesla Service Center may be obtained by visiting www.teslamotors.com. The location of Tesla Service Centers is subject to change at any time and without prior notice.

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

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

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

You must allow Tesla 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.

Roadside Assistance (North America)

Tesla provides complimentary roadside assistance emergency services, including towing services to the nearest Tesla Service Center or your home provided they are within 50 miles (80 km) of your vehicle, for 4 years or 50,000 miles (80,000 km), whichever comes first, for vehicles covered by this New Vehicle Limited Warranty at the time of the occurrence, subject to the exclusions and limitations described in your Roadside Assistance documentation. You are responsible for any roadside assistance emergency services for vehicles or repairs not covered by this New Vehicle Limited Warranty, which will have a minimum charge of US\$300 or CAD\$300, as applicable depending upon the location of the vehicle, and for any charges for transportation beyond the first 50 miles (80 km). Roadside assistance is not provided under this New Vehicle Limited Warranty but is a service intended to minimize inconvenience when your Tesla vehicle is inoperable. Please refer to your Roadside Assistance documentation for details.

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, which some states may refer to as "adjustment programs." 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 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.

Warranty Enforcement Laws and Dispute Resolution



The Magnuson-Moss Warranty Act is the federal law which governs this New Vehicle Limited Warranty. Many jurisdictions have laws, commonly called “Lemon Laws,” that provide you with certain rights if you have problems with your new vehicle. These laws vary depending on the state, province or territory. Your new vehicle and its safety items comply with applicable provincial and territorial motor vehicle laws.

To the fullest extent allowed by the law of your jurisdiction, Tesla requires that you first provide Tesla, during the applicable warranty period specified in this New Vehicle Limited Warranty, with written notification of any defects you have experienced within a reasonable time to allow Tesla an opportunity to make any needed repairs, and to submit to our dispute settlement program, before you pursue any remedy under these laws.

Please send your written notification to:

<p>Vehicles registered in the U.S.: </p> <p>Tesla Motors, Inc. 3500 Deer Creek Road Palo Alto, California Attention: Vehicle Service 1-877-79-TESLA (1-877-798-3752)</p>	<p>Vehicles registered in Canada: </p> <p>Tesla Motors Canada ULC 1325 Lawrence Ave East Toronto, ON M3A 1C6 Attention: Vehicle Service 1-877-79-TESLA (1-877-798-3752)</p>
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Please include the following information:

- Your name and contact information;
- VIN;
- Name and location of the Tesla Store and/or Tesla Service Center nearest you;
- Vehicle delivery date;
- Current mileage;
- Description of the defect; and
- History of the attempts you 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, Tesla offers a dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT (“NCDS”)
P.O. Box 526
Mt. Clemens, MI 48046
1-866-629-3204

Tesla requires that you submit your dispute to our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws (including 15 U.S.C. Section 2310 or California Civil Code Section 1793.22(b)), although you may be entitled to pursue a remedy without submitting under certain state laws or if you pursue any rights or remedies not created by these laws. This dispute settlement program administered by NCDS is free of charge to you and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

NCDS resolves disputes involving this New Vehicle Limited Warranty which arise during the applicable warranty period specified in this New Vehicle Limited Warranty. However, NCDS will not arbitrate claims involving a vehicle used primarily for commercial purposes unless the “Lemon



Warranty Enforcement Laws and Dispute Resolution

Law” of your state covers (1) vehicles used for commercial purposes or (2) claims that an air bag failed to deploy or deployed when it should not have. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable warranty period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable warranty period.

To initiate arbitration, you must contact NCDS at 1-866-629-3204 or P.O. Box 526, Mt. Clemens, MI 48046, and complete an NCDS customer claim form and mail it to NCDS. Please also provide a copy of your written notification sent to Tesla and/or all information required in such notification specified above, your desired resolution, and all receipts if requesting reimbursement. Upon receipt of your request, NCDS will contact you regarding the status of your case and provide you with additional details about the program.

When NCDS receives your request, it will be forwarded to Tesla for response. After analyzing all information pertaining to your case, NCDS will schedule a technical evaluation if applicable. If you request it, an oral hearing will be held prior to a decision being rendered. At this hearing, all evidence is admissible. After considering all testimony and documents, the arbitrator will review the applicable legal standards and render a decision. A settlement satisfactory to all parties may be negotiated at any time, including prior to or after the arbitrator’s decision.

NCDS’s decision is binding on Tesla but not on you. If you accept NCDS’s decision, Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of your acceptance. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase or replacement of your vehicle. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law.

If you are not satisfied with the arbitrator’s decision or Tesla’s compliance, you may pursue any other legal remedies available to you. NCDS findings and decisions are admissible as evidence in any legal proceedings concerning your vehicle.

The description provided above is only a brief summary of the dispute settlement program administered by NCDS. Customers with vehicles registered in Canada will be referred by NCDS to the Canadian Motor Vehicle Arbitration Program (“CAMVAP”) and subject to CAMVAP procedures and remedies, which will differ from those described above. The dispute settlement program may be changed at any time without prior notice. Contact NCDS at the above listed address or phone number for the most current information concerning the dispute settlement program.