

## TESLA POWERWALL LIMITED WARRANTY (USA)

**Effective Date: May 24, 2017**

**Applies to:**

<b>13.5 kWh Powerwall 2 AC</b>	<b>Part Number 1108567-xx-x</b> <b>Part Number 1092170-xx-x</b> <b>Part Number 2012170-xx-x</b>
<b>Gateway</b>	<b>Part Number 1099752-xx-x</b>
<b>Backup Gateway</b>	<b>Part Number 1118431-xx-x</b> <b>Part Number 1232100-xx-x</b>
<b>Gateway Meter</b>	<b>Part Number 1112484-xx-x</b>

### Ten Year Limited Warranty

Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

<b>Application</b>	<b>Energy Retention<sup>1</sup></b>	<b>Operating Limitation</b>
Solar self-consumption <sup>2</sup> or time-based control <sup>3</sup> , and backup <sup>4</sup>	70% at 10 years following initial installation date	<b>Unlimited cycles</b>
Any application not listed above, or any combination of applications that includes one not listed above	70% at 10 years following initial installation date	37.8 MWh of aggregate throughput <sup>5</sup>

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

### Remedies

If your Powerwall fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Powerwall (using new or refurbished parts), replace your Powerwall with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your Powerwall is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement

<sup>1</sup> Expressed as a % of 13.5 kWh rated capacity.

<sup>2</sup> Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

<sup>3</sup> Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

<sup>4</sup> Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

<sup>5</sup> Measured at the battery AC output.

product. Under no circumstances will the original warranty period be extended as a result of your Powerwall being repaired or replaced.

### **What Products are Covered?**

This Limited Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer.

### **Who Can Make a Claim?**

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Powerwall into use for the first time. A subsequent owner of the Powerwall who provides proof of ownership is also entitled to make Limited Warranty claims.

**Agreement to Arbitrate.** Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [resolutions@tesla.com](mailto:resolutions@tesla.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides

any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

### **Limitations and Disclaimer**

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL.** Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

### **Relationship with Applicable Law**

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

### **General Exclusions**

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) storage, installation, commissioning, modification or repair of your Powerwall, or opening of the external casing of your Powerwall, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) failure to operate or maintain your Powerwall in accordance with the Owner’s Manual; (v) any attempt to modify your Powerwall, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Powerwall at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall’s performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Powerwall or any of its components.

### **Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall**

In order to provide this Limited Warranty for the full ten year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall’s Internet connection is interrupted for an extended period. If you

did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla**<sup>6</sup> so we are able to contact you, if necessary. Even if we can't honor your full ten year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

### **California Proposition 65 Warning**

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Powerwall other than the external casing. If you do, please wash your hands afterwards.

### **Modifications and Waivers**

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Powerwall models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Powerwall owners.

### **Limitation of Liability**

**TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.**

**SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.**

### **Limitation on Use**

**YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.**

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<sup>6</sup> The Tesla certified installer who sold you your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy ([www.tesla.com/legal](http://www.tesla.com/legal)). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

## **Governing Law**

This Limited Warranty shall be governed by the laws of the state where your Powerwall is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## **Claims Process**

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Powerwall. If you are unable to contact the Tesla certified installer who sold you your Powerwall, or if you purchased your Powerwall directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Powerwall and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Powerwall's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

## **Tesla Contact Details**

- **Tesla website for submitting a Service Request Form:**  
[www.tesla.com/support/powerwall](http://www.tesla.com/support/powerwall)
- **Tesla email:** [powerwallsupport@tesla.com](mailto:powerwallsupport@tesla.com)
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304,  
Attn: Powerwall Warranty Claims
- **Tesla telephone numbers:**
  - Australia: +61 1 800 294431
  - Austria: +43 800 80 2480
  - Belgium: +32 800 26614
  - Canada: +1 (877) 798-3752
  - France: +33 18 288 5096
  - Germany: +49 800 724 4529
  - Ireland: +44 800 098 8064
  - Italy: +39 800 59 6849
  - Luxembourg: +35 280 08 0921
  - Netherlands: +31 800 3837301
  - New Zealand: +64 800 99 5020
  - Portugal: +35 180 018 0397
  - South Africa: +27 87 550 3480
  - Spain: +34 911 982 624
  - Switzerland: +41 800 002634
  - US: +1 (877) 798-3752
  - UK: +44 800 098 8064
  - Japan: +81 3-6890-7700