



TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: June 21, 2016

Applies to: 6.4kWh Powerwall with part numbers 1067000-00-B, 1067000-00-C, 1067000-00-E, 1067000-01-E

Ten Year Limited Warranty

Tesla Motors, Inc. warrants that your Powerwall will be free from defects for ten years following the date it was installed for the first time. If you only use your Powerwall for self-consumption of solar energy generated by an onsite array and for storing that solar energy for use as backup power, there is no limit on the number of times that you can cycle your battery in this ten year period.

Note that this Limited Warranty is subject to a number of important exclusions and limitations, which are set out in detail below. It also includes a mandatory arbitration provision and waiver of your right to request a jury trial or make a claim through a class action, which you should read carefully.

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 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 Authorized Reseller 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 Authorized Reseller.

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.

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 resulting from any of the following, each of which may result in your Limited Warranty being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, extreme cold weather, 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 Installation and User 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 degradation of your Powerwall's energy capacity over time; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (c) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall's performance; (d) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (e) 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, 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 notify you if your Powerwall's internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered your Powerwall with us, so **please register your Powerwall with Tesla at the website identified below**. 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.

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 BACK-UP 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.

Governing Law

This Limited Warranty shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Limited Warranty may evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Limited Warranty shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the

federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Santa Clara County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TESLA. For any dispute with Tesla in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, we each agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services (“**JAMS**”). JAMS may be contacted at www.jamsadr.com. The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in San Francisco, California. If you are using your Powerwall for commercial purposes, each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. If you are an individual using your Powerwall for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Tesla from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PRODUCT FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT YOU AND TESLA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla Authorized Reseller who sold you your Powerwall. If you are unable to contact the Tesla Authorized Reseller 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, an RMA (Return Merchandise Authorization) number is required.

Tesla Contact Details

- **Tesla website for registering a Product:** <https://www.teslamotors.com/support/powerwall-installer>
- **Tesla website for requesting an RMA:** <https://www.teslamotors.com/support/powerwall-installer>
- **Tesla email:** Powerwallsupport@teslamotors.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 (844) 498-3752
 - Germany: +49 800 724 4529
 - 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
 - Switzerland: +41 800 002634
 - US: +1 (844) 378-3752
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