



TESLA SERVICE PLAN TERMS AND CONDITIONS

These Tesla Motors, Inc. ("Tesla") Service Plan Terms and Conditions (the "Agreement") cover the specified annual maintenance inspections for the subject Vehicle for the selected plan (the "Plan"), with coverage becoming available on and retroactive to the date of purchase of Your Vehicle or, for Additional Plans, the date of expiration of Your initial Plan (the "Effective Date"), provided that You purchase this Agreement no later than 30 days after the applicable Effective Date. This Agreement is subject to the following terms, conditions, limitations, extensions, exceptions and definitions. No person has the authority to change this Agreement or to waive any of its provisions. This Agreement is for the sole benefit of the purchaser and applies only to the vehicle for which it is purchased.

SERVICE PLAN:

Plan	Agreement Period (whichever occurs first)	Service (whichever occurs first)	Purchase Price	Ranger Service
4-Year Plan	4 years or 50,000 miles	4 regularly scheduled maintenance inspections at the following intervals: 12,500 miles or 1 year 25,000 miles or 2 years 37,500 miles or 3 years 50,000 miles or 4 years	\$1,900.00	\$100 minimum per Vehicle per visit
Additional 4-Year Plan	Additional 4 years or 50,000 miles	4 regularly scheduled maintenance inspections at the following intervals: 62,500 miles or 5 years 75,000 miles or 6 years 87,500 miles or 7 years 100,000 miles or 8 years	\$1,900.00	\$100 minimum per Vehicle per visit

You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price, Ranger Service or transfer fee as required by law. Any such applicable taxes are not included in the purchase price of this Agreement.

The obligations of Tesla under this Agreement are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.

Definitions

The following capitalized terms shall have the meanings set forth below:

- "Agreement" means these Tesla Service Plan Terms and Conditions between You and Tesla.
- "Agreement Purchase Date" means the date of acceptance of this Agreement.
- "Battery" means the Vehicle's high voltage lithium-ion battery.
- "Effective Date" means the date that Your Vehicle was delivered to You or, for Additional Plans, the date of expiration of Your initial Plan. Once Your application has been accepted by Tesla, Your coverage will be retroactive to this date.
- "Tesla Authorized Service Center" means any Service Center that is authorized by Tesla, including any Tesla Store, Service Center and any Tesla-authorized third party service provider. A list of Tesla Authorized Service Centers is provided at www.teslamotors.com or You may dial 1-877-798-3752 for the nearest location.
- "Tesla" means Tesla Motors, Inc., except as otherwise indicated.
- "Tesla Ranger" means the Tesla Ranger mobile service.
- "Vehicle" means the Vehicle for which this Agreement is purchased, excluding Tesla Roadster.
- "You" or "Your" means the purchaser of this Agreement, or any subsequent owner to whom the subject Vehicle has been transferred pursuant to this Agreement, as applicable.



A. Tesla's Responsibilities

Tesla agrees to provide four regularly scheduled maintenance inspections at a Tesla Authorized Service Center or by a Tesla Ranger (subject to certain exceptions, including, without limitation, that Tesla Ranger service may not be immediately available in Your area) at the intervals (whichever occurs first) specified in the "Service" column of the Selection of Plan section of this Agreement.

Notwithstanding the date this Agreement is purchased or becomes effective, maintenance inspections must be performed within 1,000 miles or 30 days of the specified maintenance intervals for Your selected Plan. Any scheduled maintenance not completed within such time will be excluded and no maintenance inspections will be added as a replacement for any such excluded maintenance inspections. The regularly scheduled maintenance inspections shall include the following (subject to change by Tesla at any time and without notice, in its sole discretion):

- Vehicle inspection;
- Replacement or repair at the time of inspection of normal maintenance items and wear and tear parts, excluding the Battery and tires;
- Wheel alignment*; and
- Tire rotation*.

* Must be done at a Tesla Service Center and cannot be performed by a Tesla Ranger. If Your scheduled maintenance is performed by a Tesla Ranger, You may schedule this service at no additional charge with advance notice to a Tesla Authorized Service Center.

A loaner vehicle will be provided to You if Your scheduled maintenance is being performed at a Tesla Authorized Service Center and Tesla estimates that it will take over four hours to complete. A loaner vehicle will not be provided for Tesla Ranger service.

For additional information see Section G. Limits of Liability.

B. Your Responsibilities

The Owner's Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service and/or all maintenance records for service performed on the Vehicle (whether or not conducted by a Tesla Authorized Service Center or Tesla Ranger) must be presented.

You must give Your authorization to the Tesla Authorized Service Center or Tesla Ranger for teardown, access to Vehicle data and the costs for these services in order for Tesla to perform a scheduled maintenance inspection.

C. Obtaining Service

To obtain Your scheduled maintenance inspection, You must take Your Vehicle to any Tesla Authorized Service Center or contact Tesla to arrange Tesla Ranger service (if available in Your area). Please have the Vehicle Identification Number ("VIN") and Vehicle mileage ready for Tesla and make Tesla aware of the existence of this Agreement before any services are performed.

The cost (if any) of transporting Your Vehicle is not included in this Agreement and You are solely responsible for the cost of transporting Your Vehicle to the Tesla Authorized Service Center. The cost of Tesla Ranger service will be subject to the applicable Plan specified in this Agreement.

D. Exclusions (What Is Not Covered Under This Agreement)



This Agreement is only for the maintenance services specified in this Agreement and does not cover certain parts, including the Battery and tires, or any Vehicle damage or malfunction included or excluded from the New Vehicle Limited Warranty for Your Vehicle. In addition, any damage or malfunction directly or indirectly caused by, due to or resulting from any maintenance not performed as required pursuant to the scheduled intervals specified in the owners documentation for Your Vehicle will not be covered under this Agreement.

E. Agreement Period

This document is an application for coverage under an Agreement. Upon acceptance by Tesla, this application becomes the Agreement, and the coverage is retroactive to the Effective Date, provided that You purchase this Agreement no later than 30 days after the applicable Effective Date. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable Plan option selected herein. In the event Your application is not accepted, You will receive a refund of the Agreement purchase price from Tesla. Nothing herein guarantees acceptance of this application. Sections B through K shall survive any termination or expiration of this Agreement.

F. Territory

This Agreement applies to a Vehicle sold by Tesla in the Tesla North America Warranty Region and transported or driven only in the Tesla North America Warranty Region. For purposes of this Agreement, 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. If Your Vehicle was sold, transported or driven outside the Tesla North America Warranty Region, no warranties or coverage, including this Agreement, will apply.

G. Limits of Liability

Implied and express warranties and conditions arising under applicable state 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 Agreement. The performance of necessary repairs and parts replacement is the exclusive remedy under this Agreement or any implied warranties. Liability is limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts, as necessary.

In no event shall liability for any claim under this Agreement exceed the fair market value of the specified maintenance services at the time immediately preceding the performance of such services. In addition, the sum of all benefits payable under this Agreement shall not exceed the retail value of the services to be performed pursuant to this Agreement.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Agreement. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Authorized Service Center or Tesla Ranger. 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 Authorized 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.



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.

H. Dispute Resolution and Arbitration Agreement

To the fullest extent allowed by the law of Your jurisdiction, Tesla requires that You first provide Tesla, during the applicable period specified in this Agreement, with notification of any issue You have experienced within a reasonable time to allow Tesla an opportunity to respond, before You submit to our dispute settlement program.

Should You elect to submit to our dispute settlement program, please send Your written notification to:

Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, California 94304
Attention: Vehicle Service

Please include the following information:

- This Agreement and Effective Date;
- Your name and contact information;
- Vehicle Identification Number;
- 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 Authorized Service Center or authorized Tesla representative to resolve the concern, or of any repairs or services that were not performed by a Tesla Authorized Service Center or Tesla Ranger.

In the event any disputes, differences or controversies arise between You and Tesla related to this Agreement, 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 Agreement which arise during the applicable Plan period specified in this Agreement. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable Plan period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable Plan 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 and You. Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of the decision. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase of this Agreement. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law. 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. 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.

I. Transfer of this Agreement

Contact Tesla and submit the following:

1. A letter requesting that Tesla transfer this Agreement to the new owner.
2. \$100 transfer fee.
3. This Agreement.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Documents verifying transference of the Agreement, if applicable.

Conditions:

1. This Agreement cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same Vehicle.
2. The Vehicle is subject to inspection.
3. Transfer must take place within 30 days of change of ownership.
4. You may not transfer this Agreement to a vehicle dealer or to the customer of a vehicle dealer.
5. All remaining underlying warranties also must be transferred to the new owner.

J. Cancellation

This Agreement may not be cancelled by You or Tesla and no return of the purchase price or any other fees or taxes will be provided by Tesla to You. This Agreement is not being sold in any jurisdiction in which the sale or performance of this Agreement is not permitted pursuant to applicable law at the time of purchase. Any such sale is void *ab initio* and of no force and effect and will not be deemed a cancellation. You will receive a full refund provided no services have been provided by Tesla.

K. Entire Agreement; Severability; Waiver; Governing Law.

This Agreement and any work orders executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements,



statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Agreement and any work order cannot be amended unless in writing and signed by duly authorized representatives of each party.

In the event that any provision of this Agreement or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such work order did not contain the particular provisions held to be unenforceable, and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

The waiver of any of the terms or provisions of this Agreement in any one or more instances shall not be deemed a permanent waiver of this entire Agreement. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles, except as otherwise required by applicable law. The state or federal courts in Santa Clara County, California shall have exclusive venue for disputes relating to the interpretation or enforcement of this Agreement, except as otherwise required by applicable law.

New Hampshire ONLY: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800-852-3416.



VEHICLE EXTENDED SERVICE TERMS AND CONDITIONS

These Tesla Motors, Inc. ("Tesla") Vehicle Extended Service Terms and Conditions ("Vehicle ESA") cover the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla of the subject Vehicle that occur under normal use in the event of a Failure for the selected period of time or mileage (whichever occurs first), with coverage becoming available on and retroactive to the date that Your New Vehicle Limited Warranty expires (the "Effective Date"), provided that You purchase this Vehicle ESA no later than 30 days after such expiration date. This Vehicle ESA is subject to the following terms, conditions, limitations, extensions, exceptions and definitions and does not cover, among other specified items, Your Vehicle's Battery; for Battery extended coverage please ask a Tesla representative about Tesla's Battery Extended Service. No person has the authority to change this Vehicle ESA or to waive any of its provisions. This Vehicle ESA is for the sole benefit of the purchaser and applies only to the vehicle for which it is purchased.

SERVICE TYPE:

Agreement Period (whichever occurs first)	Purchase Price
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ROADSTER:

1 year or 12,000 miles	\$3,000.00
2 years or 24,000 miles	\$4,000.00
3 years or 36,000 miles	\$5,000.00

MODEL S:

4 year or 50,000 miles	\$4,000.00
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You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price, deductible or transfer fee as required by law. Any such applicable taxes are not included in the purchase price of this Vehicle ESA.

The obligations of Tesla under this Vehicle ESA are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.

Definitions:

The following capitalized terms shall have the meanings set forth below:

- "Battery" means the Vehicle's high voltage lithium-ion battery.
- "Deductible" means the portion that You must pay for a covered repair, as indicated above. The Deductible under this Vehicle ESA is \$200.
- "Effective Date" means the date that Your New Vehicle Limited Warranty expires. Once Your application has been accepted, Your coverage will be retroactive to this date.
- "Failure" means the complete failure or inability of any covered part to perform the function(s) for which it was designed due to defects in material or workmanship of any parts manufactured or supplied by Tesla that occur under normal use. Failure **does not** include the gradual reduction in operating performance due to normal wear and tear.
- "Tesla Authorized Service Center" means any Service Center that is authorized by Tesla, including any Tesla Store, Tesla Service Center and any authorized third party service provider. A list of Tesla Authorized Service Centers is provided at www.teslamotors.com or You may dial 1-877-798-3752 for the nearest location.



- "Tesla" means the obligor, Tesla Motors, Inc., 3500 Deer Creek Road, Palo Alto, California 94304, Attention: Vehicle Service, phone number 1-877-798-3752, unless otherwise indicated.
- "Vehicle" means the Vehicle for which this Vehicle ESA is purchased.
- "Vehicle ESA" means these Vehicle Extended Service Terms and Conditions between You and Tesla.
- "Vehicle ESA Purchase Date" means the date of acceptance of this Vehicle ESA.
- "You," "Your" means the purchaser of this Vehicle ESA, or any subsequent owner to whom the subject Vehicle has been transferred pursuant to this Vehicle ESA, as applicable.

A. One-Time Deductible Guarantee

Once a part is repaired or replaced under the terms and conditions of this Vehicle ESA, and the Deductible is paid, any Deductible for a future repair or replacement of that part will be waived for the term of this Vehicle ESA.

B. Tesla's Responsibilities

Tesla agrees to repair or replace any covered part as required due to a Failure.

For additional information see Section H. Limits of Liability.

C. Your Responsibilities

The Owner's Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain the validity of this Vehicle ESA, You must follow correct operations procedures and have Your Vehicle serviced as recommended by Tesla. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service, must be presented before any repairs under this Vehicle ESA commence. Service within 1,000 miles and/or 30 days of Tesla's recommended intervals shall be considered compliant with the terms of this Vehicle ESA. Upon customary and reasonable notice of the occurrence of a Failure, You shall protect the Vehicle from further damage, regardless of whether or not such Failure is covered under this Vehicle ESA. Any operation of the Vehicle that results in further damage shall be considered Your failure to protect the Vehicle and shall not be covered under this Vehicle ESA. You are responsible to ensure that the warning lights are functioning before driving the Vehicle. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning light indicates a problem.

You must give Your authorization to the Tesla Authorized Service Center for teardown, access to Vehicle data and the costs for these services in order to diagnose a problem. You may be required to supply Tesla with all maintenance records for service performed on the Vehicle.

D. Obtaining Vehicle ESA Service

In the event of Failure, You may take Your Vehicle to any Tesla Authorized Service Center. Please have Your mileage and date of Failure ready for Tesla, and make Tesla aware of the existence of this Vehicle ESA before repairs are performed.

- Cease operating the Vehicle if necessary to prevent further damage. Failure to do so will cause any additional repair cost to be borne by You.
- Take Your Vehicle to any Tesla Authorized Service Center, or call any Tesla Authorized Service Center for instruction.
- Provide proof of maintenance if requested.
- Permit inspection before performance of any repairs.
- Cooperate in investigation of the Failure.

In the event of the need for emergency repairs outside of business hours:

- Dial 1-877-798-3752 to arrange for roadside assistance that is available 24 hours a day, 7 days a week.



- If necessary, Your Vehicle will be transported to the nearest Tesla Authorized Service Center by roadside assistance.

The cost of transporting Your Vehicle is not included in this Vehicle ESA and You are solely responsible for the cost of transporting Your Vehicle to the Tesla Authorized Service Center.

E. Exclusions (What Is Not Covered)

This Vehicle ESA does not cover certain parts or any Vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- The Battery;
- Repairs, modifications or alterations, or the installation or use of fluids, parts or accessories, performed by any service provider other than a Tesla Authorized Service Center without prior authorization from Tesla;
- Failure to take the Vehicle to a Tesla Authorized Service Center upon discovery of a defect covered by this Vehicle ESA;
- Negligence, misuse or abuse, such as carrying passengers and cargo exceeding specified load limits or otherwise overloading the Vehicle or using the Vehicle as a stationary power source, or a lack of or improper repair or maintenance, including not performing all vehicle maintenance and service requirements, including those indicated by the vehicle's systems, observing scheduled inspections or making all services and repairs, non-compliance with any recall advisories, or use of fluids, parts or accessories other than those specified in your owner documentation (see maintenance requirements in Section C. Your Responsibilities);
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts 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, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning and other environmental conditions;
- Tires and wheels;
- Vehicles used for commercial purposes, which includes but is not limited to government purposes, pick-up, and delivery service, company pool use, or for service or repair calls, route work, or hauling;
- Racing on or off road, competition, speed contests or autocross or for any other purposes for which the Vehicle is not designed or 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;
- Vehicles used for towing;
- Where the odometer is inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be ascertained or verified;
- Vehicles that have been transported or driven outside the Tesla North America Warranty Region;
- Vehicles that have had the VIN defaced or altered 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;
- Vehicles that have been determined to be a total loss by an insurance company;
- Towing the Vehicle or improper winch procedures;
- Continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust or corrosion;
- 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;

- Tampering with the Vehicle and its systems, including installation of non-Tesla accessories or parts or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-Tesla parts or accessories;
- Damage to a covered part that is damaged by a non-covered part;
- Damage that occurs prior to this Vehicle ESA's Purchase Date or is reported after this Vehicle ESA's expiration;
- Any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in Section H. Limits of Liability;
- Storage and freight charges;
- The cost of teardown, disassembly or assembly if coverage cannot be applied;
- Adjustments necessary to correct squeaks, rattles, water leaks or wind noise;
- Maintenance/Parts, including but not limited to the following:
 - Parts and normal or expendable maintenance items and procedures such as annual service and diagnostics checks, brake pads/linings, brake rotor, suspension alignment, wheel balancing, hoses, air conditioning lines, hoses or connections, Battery testing, fluid changes, appearance care (such as cleaning and polishing), filters and wiper blades/inserts; and
 - Other maintenance services and parts described in Tesla's maintenance schedule for the covered Vehicle;
- Other Parts not covered:
 - Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, paint, shock absorbers, battery, battery cables, lenses, light bulbs, sealed beams, glass (e.g., windshield), wheels, interior trim, body seals and gaskets (e.g., weather stripping); and
 - Removable soft tops, removable hard tops, glass, plastic, framing, cables, or seals;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred; and
- Any costs if verifiable receipts as required in Section C. Your Responsibilities are not furnished on request.

F. Agreement Period

This document is an application for coverage under a Vehicle ESA. Upon acceptance by Tesla, this application becomes the Vehicle ESA, and the coverage is retroactive to the Effective Date, provided that You purchase this Vehicle ESA no later than 30 days after the Effective Date. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable extended service option selected herein. In the event Your application is not accepted, You will receive a refund of the Vehicle ESA purchase price from Tesla. Nothing herein guarantees acceptance of this application. Sections C through L shall survive any termination or expiration of this Vehicle ESA.

G. Territory

This Vehicle ESA applies to a Vehicle sold by Tesla in the Tesla North America Warranty Region and transported or driven only in the Tesla North America Warranty Region. For purposes of this Vehicle ESA, 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. If Your Vehicle was sold, transported or driven outside the Tesla North America Warranty Region, no warranties or coverage, including this Vehicle ESA, will apply.

H. Limits of Liability

Implied and express warranties and conditions arising under applicable state 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 Vehicle ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this Vehicle ESA or any implied warranties. Liability is limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts, as necessary.

In no event shall liability for a Failure under this Vehicle ESA exceed the fair market value of the Vehicle at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Vehicle ESA shall not exceed the price You paid for Your Vehicle.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Vehicle ESA. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Authorized Service Center or Tesla Ranger. 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 Authorized 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.

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.

I. Dispute Resolution and Arbitration Agreement

1. To the fullest extent allowed by the law of Your jurisdiction, Tesla requires that You first provide Tesla, during the applicable period specified in this Vehicle ESA, with notification of any Failure You have experienced within a reasonable time to allow Tesla an opportunity to make any needed repairs, before You submit to our dispute settlement program.

Should You elect to submit to our dispute settlement program, please send Your written notification to:

Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, California 94304
Attention: Vehicle Service

Please include the following information:

- Vehicle ESA and Effective Date;
- Your name and contact information;
- Vehicle Identification Number;
- 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 Authorized Service Center.



In the event any disputes, differences or controversies arise between You and Tesla related to this Vehicle ESA, 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

2. 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 Vehicle ESA which arise during the applicable extended service period specified in this Vehicle ESA. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable extended service period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable extended service 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 and You. Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of the decision. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase of this Vehicle ESA. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law. 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. 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.

J. Transfer of this Vehicle ESA

Contact Tesla and submit the following:

1. A letter requesting that Tesla transfer this Vehicle ESA to the new owner.
2. \$100 transfer fee.
3. This Vehicle ESA.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.



6. Documents verifying transference of the Vehicle ESA, if applicable.

Conditions:

1. This Vehicle ESA cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same Vehicle.
2. The Vehicle is subject to inspection.
3. Transfer must take place within 30 days of change of ownership.
4. You may not transfer this Vehicle ESA to a vehicle dealer or to the customer of a vehicle dealer.
5. All remaining underlying warranties also must be transferred to the new owner.

K. Cancellation

This Vehicle ESA may not be cancelled by You or Tesla and no return of the purchase price or any other fees or taxes will be provided by Tesla to You. This Vehicle ESA is not being sold in any jurisdiction in which the sale or performance of this Vehicle ESA is not permitted pursuant to applicable law at the time of purchase. Any such sale is void *ab initio* and of no force and effect and will not be deemed a cancellation. You will receive a full refund provided no services have been provided by Tesla.

L. Entire Agreement; Severability; Waiver; Governing Law.

This Vehicle ESA and any work orders executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Vehicle ESA and any work order cannot be amended unless in writing and signed by duly authorized representatives of each party.

In the event that any provision of this Vehicle ESA or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Vehicle ESA or such work order did not contain the particular provisions held to be unenforceable, and the unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.

The waiver of any of the terms or provisions of this Vehicle ESA in any one or more instances shall not be deemed a permanent waiver of this entire Vehicle ESA. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This Vehicle ESA shall be governed by the laws of the State of California without regard to its conflict of law principles, except as otherwise required by applicable law. The state or federal courts in Santa Clara County, California shall have exclusive venue for disputes relating to the interpretation or enforcement of this Vehicle ESA, except as otherwise required by applicable law.

New Hampshire ONLY: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800-852-3416.

Oregon ONLY: This section replaces subsection 2 of Section I. Dispute Resolution and Arbitration Agreement. You and Tesla may mutually agree to arbitrate any disputes not amicably settled between You and Tesla related to this Vehicle ESA through our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws. In the event You and Tesla agree to do so, subsection 2 will apply. You and Tesla may also mutually agree to arbitrate in any location, including the county where You reside. In the event you do not receive satisfaction under this contract, you may contact the Oregon Department of Consumer and Business Services at 350 Winter Street NE, PO Box 14480, Salem, OR 97309-0405 or (888) 877-4894 (toll free in Oregon) or (503) 947-7984 (calling from outside Oregon).