



Model:
Model S, X

Vehicle System:
91 - Customer Service

Region:
North America

Tesla Maintenance Plan Terms and Conditions, United States

These Tesla Motors, Inc.* (“Tesla”) Maintenance Plan Terms and Conditions (the “Agreement”) cover the specified annual service inspections for the subject Vehicle for the selected plan (the “Plan”), provided that the new or certified pre-owned Vehicle was initially purchased directly from Tesla, that You purchase this Agreement no later than 12 months or 12,500 miles (20,000 km) after the date and vehicle mileage of such initial new or certified pre-owned vehicle delivery by Tesla (“Effective Date”), whichever occurs first (the “Purchasing Period”), and if applicable, that You are the recipient of a valid transfer of this Agreement. 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 or the recipient of a valid transfer of this Agreement, and applies only to the vehicle for which it is purchased.

MAINTENANCE PLAN:

Plan	Agreement Period (w whichever occurs first)	Maintenance (w whichever occurs first)	Purchase Price¹
3-Year Maintenance Plan²	3 years or 37,500 miles (60,000 km)	3 annual service inspections at the intervals of 12 months or 12,500 miles (20,000 km)	Model S Rear Wheel Drive: \$1,550.00 USD Model S All-Wheel Drive: \$1,625.00 USD Model X All-Wheel Drive: \$1,850.00 USD
4-Year Maintenance Plan	4 years or 50,000 miles (80,000 km)	4 annual service inspections at the intervals of 12 months or 12,500 miles (20,000 km)	Model S Rear Wheel Drive: \$2,325.00 USD Model S All-Wheel Drive: \$2,400.00 USD Model X All-Wheel Drive: \$2,750.00 USD

You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price as required by law. Any such applicable taxes are not included in the purchase price of this Agreement. This Agreement is only transferrable by You pursuant to the terms 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.³

* Florida, Nevada, New York and Texas ONLY: All references shall be to Tesla Motors FL, Inc., Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

¹ Florida ONLY: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

² The 3-Year Maintenance Plan can only be purchased for a new Vehicle.

³ Except in Washington State.

Definitions

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

- “Agreement” means these Tesla Maintenance Plan Terms and Conditions between You and Tesla.
- “Agreement Purchase Date” means the date of acceptance of this Agreement.
- “Effective Date” means the date that Your Vehicle was delivered to the initial new or certified pre-owned vehicle owner by Tesla. 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.tesla.com or You may dial 1-877-798-3752 for the nearest location.
- “Tesla” means Tesla Motors, Inc., except as otherwise indicated.
- “Vehicle” means the Vehicle for which this Agreement is purchased, excluding Tesla Roadster and for 3-Year Maintenance Plans, certified pre-owned vehicles.
- “You” or “Your” means the eligible purchaser of this Agreement, as applicable.

A. Tesla’s Responsibilities

Tesla agrees to provide three or four (as applicable based upon the purchased Maintenance Plan option) annual service inspections at a Tesla Authorized Service Center at the intervals of 12 months or 12,500 miles (20,000 km) (whichever occurs first) starting on the Effective Date and the Vehicle’s mileage on such Effective Date, including for transfers or new Maintenance Plan purchases for subsequent owners of the Vehicle. 3-Year Maintenance Plans are not available for purchase by owners (including subsequent owners) of certified pre-owned vehicles.

Notwithstanding the date this Agreement is purchased or becomes effective, annual service inspections must be performed within 1,000 miles (1,600 km) or 30 days of the specified annual service inspection intervals for Your selected Plan. Any annual service inspections not completed within such time will be forfeited and no annual service inspections will be added as a replacement for any such excluded annual service inspections.

All annual service inspections must be done at a Tesla Authorized Service Center.

A loaner, rental vehicle, or other means of transportation will be provided to You, at Tesla’s discretion, if Your annual service inspection is being performed at a Tesla Authorized Service Center, and Tesla estimates that it will take over four hours to complete.

For additional information see Section G. Limits of Liability.

B. Your Responsibilities

The Owner’s Manual includes specific recommendations regarding the use, operation, 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) must be presented.

You must give Your authorization to the Tesla Authorized Service Center for teardown and access to Vehicle data and agree to cover the cost that these services will involve in the event You effect any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labor necessary for Tesla to perform an annual service inspection.

C. Obtaining Service

To obtain Your annual service inspection, You must contact Tesla to schedule an appointment and take Your Vehicle to any Tesla Authorized Service Center. 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 scheduled or performed.

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

This Agreement is only for the annual service inspections specified in this Agreement and does not cover certain parts or services, including the 12V battery, brake pads, tires or tire rotations in between annual service inspection intervals, or

any Vehicle damage or malfunction whether included or excluded from the New Vehicle Limited Warranty, Pre-Owned Vehicle Limited Warranty, or Extended Service Agreement for Your Vehicle. In addition, any damage or malfunction directly or indirectly caused by, due to or resulting from any annual service inspections not performed as required pursuant to the annual service inspection intervals specified in the owners documentation for Your Vehicle will not be covered under this Agreement.

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.

E. Agreement Period

This document is an application for coverage under this Agreement. Upon acceptance by Tesla, this application becomes the Agreement, and the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this Agreement within the Purchasing Period, and if applicable, are the recipient of a valid transfer of this Agreement. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable Plan option selected herein; under no circumstances, including the transfer of this Agreement or the purchase of a new Maintenance Plan option by a subsequent Vehicle owner, will this Agreement be extended beyond the original Agreement Period. 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. This Agreement may not be renewed by You. Sections B through K shall survive any termination or expiration of this Agreement.

F. Territory

This Agreement applies to a Vehicle sold by Tesla directly to You (or a subsequent owner to whom a Maintenance Plan is validly transferred during the Agreement Period or sold by Tesla during the Purchasing Period) in the Tesla North America Service Region. For purposes of this Agreement, the Tesla North America Service Region is defined as all 50 states of the United States of America, the District of Columbia, all 13 provinces and territories of Canada, and the country of Mexico, provided that You are the initial purchaser who purchased the Vehicle directly from Tesla (or a subsequent owner to whom a Maintenance Plan is validly transferred during the Agreement Period or sold by Tesla during the Purchasing Period) and that You return to the North America Service Region in order to receive service pursuant to this Vehicle Maintenance Plan.

G. Limits of Liability

Implied and express warranties and conditions arising under applicable state 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 annual service inspections 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. 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 allowable 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.
Attention: Legal Department
45500 Fremont Blvd.
Fremont, CA 94538

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 Authorized Service Center nearest You;
- Vehicle delivery date;
- Current mileage;
- Description of the concern; 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.

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.

Wyoming ONLY: At the time of any disagreement between You and Tesla, in a separate written agreement the parties may voluntarily agree to submit their differences to arbitration. Any arbitration proceeding shall be conducted within the state of Wyoming.

I. Transfer and Cancellation by Customer

Transfer. You may transfer this Maintenance Plan to a new private owner of the same Vehicle during the applicable Agreement Period, provided that you do not cancel this Agreement and notify such new private owner that he/she is required to submit the following to Tesla and is subject to the following conditions:

- A copy of documentation evidencing change of ownership and mileage at date of sale.
- A valid copy of the vehicle registration or title in the name of the new private owner.
- A valid copy of the new private owner's valid driver's license or state identification card.

The following conditions are required for the valid transfer of this Agreement:

- The above documents must be submitted to ServiceHelpNA@tesla.com. A vehicle ownership transfer will also be performed when submitting these documents.
- The Vehicle is subject to inspection by Tesla.
- Transfer must take place within 30 days of change of ownership.
- This Maintenance Plan may not be transferred to a vehicle dealer or to the customer of a vehicle dealer.
- All remaining underlying warranties and documentation must be transferred to the new owner.

Cancellation. To cancel this Maintenance Plan, You must clearly inform Tesla that You wish to cancel prior to any change of ownership of the Vehicle. You must inform Tesla in writing by sending Tesla the completed cancellation form attached to this Agreement (or equivalent written information) to the email address specified on that form. Any notification that you wish to cancel this Agreement should include details of the Vehicle and its mileage. The right to cancel this Agreement is not transferable or assignable by You.

The following conditions are required for the valid cancellation of this Agreement:

- A written request for Tesla to cancel this Agreement. For Your convenience, You may use the Tesla Maintenance Plan Cancellation Form attached to this Agreement.
- The original Maintenance Plan purchaser must request the cancellation. This condition is not transferrable by such original Maintenance Plan purchaser, including with respect to a valid transfer of this Agreement to a subsequent owner.

The amount of Your refund is subject to the following:

- (a) Within First 60 Days – Without Service Inspection: You may cancel Your Agreement within the first 60 days of the Agreement Purchase Date and receive a full refund provided that You are the original Agreement purchaser and have not received or forfeited any annual service inspections.
- (b) Within First 60 Days – With Service Inspections: If You cancel Your Agreement within the first 60 days of the Agreement Purchase Date but have received or forfeited any annual service inspections pursuant to this Agreement, Your cancellation refund will be calculated based upon the balance of the remaining unused annual service inspections for the purchased Maintenance Plan option, excluding any and all used and/or forfeited annual service inspections. Each annual service inspection is not equal in price due to the actual services performed and will be deducted based upon the price of the specific annual service inspections used or forfeited prior to cancellation (subject to change in Tesla's discretion)⁴.
- (c) After 60 days – With or Without Service Inspections: If You cancel Your Agreement on or after the 60th day following the Agreement Purchase Date, Your cancellation refund will be calculated based upon the balance of

⁴ Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

the remaining unused annual service inspections for the purchased Maintenance Plan option, excluding any and all used and/or forfeited annual service inspections. Each annual service inspection is not equal in price due to the actual services performed and will be deducted based upon the price of the specific annual service inspections used or forfeited prior to cancellation (subject to change in Tesla's discretion)⁵.

- (d) Tesla will add a ten percent penalty to any applicable refund⁶ per month that is not made within 30 days of Tesla's receipt of all necessary documentation for the cancellation of the Maintenance Plan.

J. Cancellation by Tesla

This Agreement cannot be cancelled by Tesla except for an invalid transfer of this Agreement, fraud or material misrepresentation on Your part or for Your failure to pay for this Agreement. If Tesla cancels this Agreement due to an invalid transfer of this Agreement, fraud or material misrepresentation, You will receive a refund equal to the balance of the remaining unused annual service inspections for the purchased Maintenance Plan option, excluding any and all used and/or forfeited annual service inspections.

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.

Minnesota ONLY: Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Agreement by You.

Missouri ONLY: This Agreement is not an insurance contract.

Nevada ONLY: A cancellation of the Agreement by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of claims paid or services provided will not be deducted from any refund issued pursuant to this Agreement.

Washington State ONLY: The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

Wyoming ONLY: Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is nonpayment of the Purchase Price, a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

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 supersedes 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.

⁵ Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct a reasonable cancellation fee, at Tesla's discretion, and any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund. ⁶ Except for Nevada, which shall be ten percent of the purchase price per month.

⁶ Except for Nevada, which shall be ten percent of the purchase price per month.

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.⁷

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.

⁷ Nevada ONLY: If this Agreement is purchased in Nevada by a Nevada resident, this Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of law principles and the state or federal courts in Nevada shall have exclusive venue for disputes relating to the interpretation or enforcement of this Agreement.

Cancellation Form
Tesla Maintenance Plan Terms and Conditions

To: ServiceHelpNA@tesla.com

I/We hereby give notice that I/we request the cancellation of the Maintenance Plan Terms and Conditions for the vehicle specified below and hereby acknowledge, represent and warrant that all parties authorized and required to consent to such cancellation have signed below.

Name of Customer(s): _____

Address: _____

Phone Number: _____

Email Address: _____

Vehicle Identification Number (VIN): _____

Agreement Purchase Date (MM/DD/YYYY): _____

Cancellation Date (MM/DD/YYYY): _____

Current Odometer: _____

Reason for Cancellation: _____

Acknowledged and Agreed:

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____