



**MODEL S
MODEL X
MODEL 3**

NEW VEHICLE LIMITED WARRANTY

UNITED STATES AND CANADA

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TESLA TESLA MOTORS

MODEL S MODEL X
ROADSTER MODEL 3

TESLA





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General Warranty Provisions

Tesla, Inc. ("Tesla") will provide repairs to the vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

Who is the Warrantor?

Vehicles registered in the U.S.:

Tesla, Inc.

Attention: New Vehicle Limited Warranty

P.O. Box 15430

Fremont, CA 94539

Phone number: 1-877-79-TESLA (1-877-798-3752)

Vehicles registered in Canada:

Tesla Motors Canada ULC

1325 Lawrence Ave East

Toronto, ON M3A 1C6

Attention: Vehicle Service

Phone number: 1-877-79-TESLA (1-877-798-3752)

What Vehicles are Covered?

This New Vehicle Limited Warranty applies to vehicles sold by Tesla in the North America Warranty Region. For purposes of this New Vehicle Limited Warranty, the Tesla North America Warranty Region is defined as all 50 states of the United States of America, the District of Columbia, and all 13 provinces and territories of Canada, provided that you must return to the North America Warranty Region in order to receive warranty service. Any subsequent purchasers or transferees must return to the North America Warranty Region in order to obtain warranty service regardless of the country in which such purchaser or transferee may have purchased the vehicle.

Multiple Warranty Conditions

This New Vehicle Limited Warranty contains warranty terms and conditions that may vary depending on the part or system covered. A warranty for specific parts or systems is governed by the coverage set forth in that warranty section as well as other provisions in this New Vehicle Limited Warranty.

Limitations and Disclaimers

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. Implied and express warranties and conditions arising under applicable state or provincial laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the term of this New Vehicle Limited Warranty. Some states or provinces do not allow limitations on implied warranties or conditions and/or how long an implied warranty or condition lasts, so the above limitations may not apply to you.

The performance of necessary repairs and parts replacement by Tesla is the exclusive remedy under this New Vehicle Limited Warranty or any implied warranties. Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this New Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or remanufactured part will be made by Tesla, in its sole discretion.



Arbitration of Disputes (U.S. Only)

Any dispute, claim or controversy between you and Tesla arising out of, or related to, this New Vehicle Limited Warranty is subject to binding arbitration on an individual basis in accordance with the terms of the Agreement to Arbitrate in your Vehicle Order Agreement and reproduced in the section [Warranty Enforcement Laws and Dispute Resolution](#) on page 11 of this New Vehicle Limited Warranty.

Your Rights Under Local Law

This New Vehicle Limited Warranty gives you specific legal rights. You may also have other rights that vary by state or province.

Ownership Transfer

This New Vehicle Limited Warranty is transferable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Warranty ("subsequent purchaser").

Who Can Enforce this New Vehicle Limited Warranty?

The first retail purchaser, or subsequent purchaser, of a new vehicle sold in the Tesla North America Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to the laws of the 50 states of the United States of America, the District of Columbia, or Canada, can enforce this New Vehicle Limited Warranty subject to the terms of this New Vehicle Limited Warranty.

When Does the Warranty Period Begin and End?

This New Vehicle Limited Warranty begins on the first day a new vehicle is delivered by Tesla to the first retail or corporate purchaser(s), and provides coverage for the period based on the specified warranty as described in the [Warranty Coverage](#) section of this New Vehicle Limited Warranty. Parts repaired or replaced, including replacement of the vehicle, under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as otherwise provided by applicable law.



Warranty Coverage

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

Without prejudice to any other consumer's rights provided by law, the exclusive remedy available to you under this New Vehicle Limited Warranty is the repair or replacement of new or re-manufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, such repair or parts replacement will be performed without cost to you by Tesla when Tesla is notified of the covered defect within the applicable warranty period. Repairs will be performed using new, reconditioned, or re-manufactured parts at the sole discretion of Tesla. All replaced parts or other components are the exclusive property of Tesla unless otherwise provided under applicable law.

Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this New Vehicle Limited Warranty, the Basic Vehicle Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla that occur under normal use for a period of 4 years or 50,000 miles (80,000 km), whichever comes first.

Supplemental Restraint System Limited Warranty

Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, the SRS Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicle's seat belts or air bag system manufactured or supplied by Tesla that occur under normal use for a period of 5 years or 60,000 miles (100,000 km), whichever comes first.

Battery and Drive Unit Limited Warranty

The Tesla lithium-ion battery (the "Battery") and Drive Unit are extremely sophisticated powertrain components designed to withstand extreme driving conditions. You can rest easy knowing that Tesla's state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below.

If your Battery or Drive Unit requires warranty repair, Tesla will repair the unit, or replace it with a new, reconditioned or remanufactured part at the sole discretion of Tesla. The warranty replacement may not restore the vehicle to a "like new" condition, but when replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred while taking into consideration other factors, including the age and mileage of the vehicle.

To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.)

Your vehicle's Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of:

- Model S and Model X - 8 years (with the exception of the **original** 60 kWh battery manufactured before 2015 that is covered for a period of 8 years or 125,000 miles/200,000 km, whichever comes first).
- Model 3 with Standard or Mid-Range Battery - 8 years or 100,000 miles (160,000 km), whichever comes first, with minimum 70% retention of Battery capacity* over the warranty period.



- Model 3 with Long Range Battery - 8 years or 120,000 miles (192,000 km), whichever comes first, with minimum 70% retention of Battery capacity* over the warranty period.

*For warranty claims specific to Battery capacity, the replacement Battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Battery capacity for the remainder of the warranty period of the original Battery. Note that the vehicle's range estimates are an imperfect measure of Battery capacity because they are affected by additional factors separate from Battery capacity. The measurement method used to determine Battery capacity, and the decision of whether to repair, replace, or provide reconditioned or remanufactured parts, and the condition of any such replaced, reconditioned or remanufactured parts, are at the sole discretion of Tesla.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings or service notifications), a collision or accident (excluding from Battery fires as specified above), or the servicing or opening of the Battery or Drive Unit by non-Tesla or non-certified personnel, is not covered under this Battery and Drive Unit Limited Warranty.

In addition, the Drive Unit is subject to the exclusions and limitations described in this New Vehicle Limited Warranty. Damage to the Battery resulting from the following activities is also not covered under this Battery and Drive Unit Limited Warranty:

- Damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner documentation) or reduce the life of the Battery;
- Exposing the Battery to direct flame (excluding from Battery fires as specified above); or
- Flooding the Battery.

The Battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage is NOT covered under this Battery and Drive Unit Limited Warranty, except to the extent specified in this Battery and Drive Unit Limited Warranty. See your owner documentation for important information on how to maximize the life and capacity of the Battery.



Exclusions and Limitations

Warranty Limitations

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

- Failure to take the vehicle to, or make repairs or service recommended by, a Tesla Service Center or Tesla authorized repair facility upon discovery of a defect covered by this New Vehicle Limited Warranty;
- Accidents, collisions, or objects striking the vehicle;
- Any repair, alteration or modification of the vehicle that was made inappropriately, or the installation or use of fluids, parts or accessories, made by a person or facility not authorized or certified to do so;
- Improper repair or maintenance, including use of fluids, parts or accessories other than those specified in your owner documentation;
- Any damage to your vehicle's hardware or software, or any loss or harm to any personal information/data uploaded to your vehicle resulting from unauthorized access to vehicle data or software from any source, including non-Tesla parts or accessories, 3rd party applications, viruses, bugs, malware, or any other form of interference or cyber attack;
- Towing the vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water;
- Driving off-road (applies only to Model S and Model 3);
- Driving over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles, or in competition, racing or autocross or for any other purposes for which the vehicle is not designed;
- Overloading the vehicle;
- Using the vehicle as a stationary power source; and
- The environment or an act of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind storms, acid rain, fire, water, contamination, lightning and other environmental conditions.

Additional Limitations and Exclusions

In addition to the above exclusions and limitations, this New Vehicle Limited Warranty does NOT cover:

- Any 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;
 - Corrosion and paint defects caused by, due to, or resulting from accidents, paint matching, abuse, neglect, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage;
- Non-genuine Tesla parts or accessories or their installation, or any damage directly or indirectly caused by, due to, or resulting from, the installation or use of non-genuine Tesla parts or accessories;



- Parts, accessories and charging equipment that were not included in the purchase of the vehicle; these items have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- Tires, which have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- Windshield or window glass that is broken, chipped, scratched, or cracked, other than as a result of a defect in material or workmanship of a Tesla manufactured or supplied windshield or window glass;
- General appearance or normal noise and vibration, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration; and
- Maintenance services, including, but not limited to, the following:
 - Wheel alignment or balancing;
 - Appearance care (such as cleaning and polishing); and
 - Extendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.).

Voided Warranty

You are responsible for the proper operation of the vehicle and for receiving and maintaining detailed and accurate records of your vehicle's maintenance, including the 17-digit Vehicle Identification Number ("VIN"), servicing center name and address, mileage, date of service or maintenance and description of service or maintenance items, which should be transferred to each subsequent purchaser. You may void this New Vehicle Limited Warranty if you do not follow the specific instructions and recommendations regarding the use and operation of the vehicle provided in your owner documentation, including, but not limited to:

- Installing the vehicle's software updates after notification that there is an update available;
- Complying with any recall advisories;
- Carrying passengers and cargo within specified load limits; and
- Making all repairs.

Although Tesla does not require you to perform all service or repairs at a Tesla Service Center or Tesla authorized repair facility, this New Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs. Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to your vehicle and, in certain cases, may employ the only persons or be the only facilities authorized or certified to work on certain parts of your vehicle. Tesla strongly recommends that all maintenance, service and repairs be done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this New Vehicle Limited Warranty.

The following will also void this New Vehicle Limited Warranty:

- Vehicles that have had the VIN defaced or altered or the odometer or other related system disconnected, altered or rendered inoperative so that it is difficult to determine the VIN number or actual mileage;
- Vehicles that have been designated, labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss; and
- Vehicles that have been determined to be a total loss by an insurance company.

Damages

Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to your vehicle, including, but not limited to, transportation to and from a Tesla Service Center, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental,



Exclusions and Limitations

service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

Tesla shall not be liable for any direct damages in an amount that exceeds the fair market value of the vehicle at the time of the claim.

The above limitations and exclusions shall apply whether your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Tesla is advised of the possibility of such damages or such damages are reasonably foreseeable. In jurisdictions that do not allow the exclusion or limitation of indirect, direct, special, incidental or consequential damages, the above limitations or exclusions may not apply to you.



To obtain warranty service, you must notify Tesla within the applicable warranty period, and deliver the vehicle, at your expense (except where Tesla is obligated to undertake towing), during regular business hours to a Tesla Service Center of your choice. The location of the nearest Tesla Service Center may be obtained by visiting www.tesla.com if you are in the U.S. or Canada. The location of Tesla Service Centers is subject to change at any time. The updated list of service centers is and will remain published at www.tesla.com.

When you contact Tesla, please be prepared to provide the Vehicle Identification Number (VIN), current mileage, and a description of the defect. The VIN, located on the upper dashboard on the driver's side of the vehicle, is visible through the windshield. It is also available on the vehicle registration and title documentation.

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

Payment of Tax for Repairs

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where applicable law allows, you are responsible for payment of these taxes.

Reasonable Time for Repairs

You must allow Tesla a reasonable time for completion of repairs and/or service, as estimated and communicated to you in writing by Tesla. Upon notification by Tesla of the completion of the vehicle repairs and/or service, you are responsible for immediately picking up the vehicle, at your own expense.

Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when your Tesla vehicle is inoperable. This service is available to you 24/7 by calling 877-798-3752. For vehicle malfunctions due to warrantable issues, transportation services, provided by Roadside Assistance, are covered by Tesla for the first 500 miles (800 km) to the nearest Tesla Service Center. You are responsible for transportation costs beyond 500 miles (800 km) or any additional transportation from such locations to any additional location. The vehicle must be covered by a Tesla New Vehicle, Used Vehicle, or Used Vehicle Extended Limited Warranty and located in the North America Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under a Tesla New Vehicle, Used Vehicle, or Used Vehicle Extended Limited Warranty. Flat tires are not covered under warranty; however Tesla will cover the cost of a tow, provided by Roadside Assistance, for the first 50 miles (80 km) to the nearest Tesla Service Center, while the vehicle is covered by a Tesla New Vehicle, Used Vehicle, or Used Vehicle Extended Limited Warranty. The cost of towing for a flat tire beyond 50 miles (80 km) and the cost of the replacement tire(s) are at your expense. Please refer to our Roadside Assistance policy for full details and disclosures.

Modifications and Waivers

No person or entity, including, but not limited to, a Tesla employee or authorized representative, can modify or waive any part of this New Vehicle Limited Warranty. Tesla may occasionally offer to pay a portion or all of the cost of certain repairs that are no longer covered by this New Vehicle Limited Warranty for specific vehicle models, which some states may refer to as "adjustment programs." In such circumstances, Tesla will notify all known registered owners of affected vehicles. You may also inquire to Tesla directly regarding the applicability of such programs, if any, to your vehicle. Tesla may also occasionally offer to pay a portion or all of the cost of certain vehicle repairs that are no longer covered by this New Vehicle Limited Warranty on an ad hoc case-by-case basis. Tesla reserves the right to do the above and to make changes to vehicles manufactured or sold by Tesla and the applicable warranties, at any time, without incurring any obligation to make the same or similar payment or changes for vehicles Tesla previously



Obtaining Warranty Service

manufactured or sold, or applicable warranties including this New Vehicle Limited Warranty. Nothing herein shall imply that any Tesla vehicle is free of defects.

Warranty Enforcement Laws and Dispute Resolution



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

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

Please send your written notification to:

Vehicles registered in the U.S.:
Tesla, Inc.
Attention: New Vehicle Limited Warranty
P.O. Box 15430
Fremont, CA 94539
Phone number: 1-877-79-TESLA (1-877-798-3752)

Vehicles registered in Canada:
Tesla Motors Canada ULC
1325 Lawrence Ave East
Toronto, ON M3A 1C6
Attention: Vehicle Service
Phone number: 1-877-79-TESLA (1-877-798-3752)

Please include the following information:

- Your name and contact information;
- VIN;
- Name and location of the Tesla Store and/or Tesla Service Center nearest you;
- Current mileage;
- Description of the defect; and,
- History of the attempts you have made with a Tesla Store or a Tesla representative to resolve the concern, or of any repairs or services that were not performed by a Tesla Service Center or Tesla authorized repair facility.

Dispute Resolution (Canada Only)

The description provided in the following sections summarize the dispute settlement program administered by NCDS and applies to U.S. customers only. Customers with vehicles registered in Canada will be referred by NCDS to the Canadian Motor Vehicle Arbitration Program ("CAMVAP") and subject to CAMVAP procedures and remedies, which differ from those described in the following section. The dispute settlement program may be changed at any time without prior notice. Contact NCDS at the below listed address or phone number for the most current information concerning the dispute settlement program.

Dispute Resolution (U.S. Only)

In the event any disputes, differences or controversies arise between you and Tesla related to this New Vehicle Limited Warranty, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla offers a dispute settlement program that proceeds in two steps.

First, if you choose, you may submit your dispute to an optional dispute settlement program through the National Center for Dispute Settlement ("NCDS").



Warranty Enforcement Laws and Dispute Resolution

Second, if you prefer not to submit your dispute to the NCDS, or if you are not satisfied with the outcome of the NCDS procedure, you agree to resolve your dispute with Tesla through binding arbitration or small claims court under the terms of the Agreement to Binding Arbitration that appears below.

Optional Dispute Resolution Through the National Center for Dispute Settlement (NCDS) (U.S. Only)

In the event that an amicable settlement is not reached, Tesla offers an optional dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT ("NCDS")

P.O. Box 526

Mt. Clemens, MI 48046

1-866-629-3204

This dispute settlement program administered by NCDS is free of charge to you and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

NCDS resolves disputes involving this New Vehicle Limited Warranty which arise during the applicable warranty period specified in this New Vehicle Limited Warranty. However, NCDS will not arbitrate claims involving a vehicle used primarily for commercial purposes unless the "Lemon Law" of your state covers (1) vehicles used for commercial purposes, or (2) claims that an air bag failed to deploy or deployed when it should not have. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable warranty period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable warranty period.

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

NCDS may only resolve disputes between you and Tesla on an individual basis. In other words, you may initiate an arbitration against Tesla through NCDS only in your individual capacity and not as a plaintiff or class member in any class or representative action.

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

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

If you are not satisfied with the arbitrator's decision or Tesla's compliance, you may pursue your claim in binding arbitration on an individual basis in accordance with the Agreement to Binding Arbitration below.

Agreement to Binding Arbitration (U.S. Only)

All disputes not resolved by NCDS will be arbitrated under the terms of the Agreement to Arbitrate in your Vehicle Order Agreement. Under that Agreement, you agreed to resolve disputes

Warranty Enforcement Laws and Dispute Resolution



with Tesla by arbitration rather than by litigation in court. Please see the Vehicle Order Agreement for more details. If you prefer not to submit your dispute to NCDS, you may proceed directly to binding arbitration or small claims court under the terms of the Vehicle Order Agreement. For your convenience, the Agreement to Arbitrate is reproduced here:

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.

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 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 vehicles. 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, Vehicle Identification Number, 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.

TESLA

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