

To Whom it May Concern:

Several months ago, my vehicle began experiencing issues with the battery charging rate while using the mobile charger at home on a 240v outlet. This resulted in the vehicle not achieving a full charge during my usual overnight charging. The vehicle should have been able to charge at a rate of 32 amps using two of the three 16 amp onboard battery charging modules located in the battery Power Conversion System (PCS). Warning notifications were provided on the screen stating the charging was reduced to 16 amps; however, the notifications did not identify the PCS as the cause of the issue. This issue occurred intermittently for several months, with the first occurrence in June 2022. Once the problem became more frequent, I scheduled a service at the Berkeley, California Tesla Service Center. The Service Center technician found that the PCS had an internal failure resulting in "no or slow charging". I was told that a new PCS was not covered under the Battery and Drive Unit Limited Warranty, and I was charged a total of \$1,763.58.

Per the language in the Battery and Drive Unit Limited Warranty, I believe the PCS should be covered as it is a critical component of the "Battery Unit". As stated in the warranty, "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." According to Tesla's online parts catalog, the PCS is located under the HV Battery System (i.e., UNIT), under a subsection titled HV Battery Components. These components are located in a battery compartment that Tesla refers to as the Penthouse, and Tesla states that opening of the penthouse by unauthorized Tesla service people voids the Battery Limited Warranty. Therefore, the PCS is clearly a component of the battery unit, and my warranty should cover it for a period of 8 years or 120,000 miles, whichever comes first. In fact, when purchasing a new battery unit from Tesla, the PCS is an included component of that purchase, and removal of a PCS from an existing battery voids the warranty. Lastly, because the language in Tesla's Battery and Drive Unit Limited Warranty and online parts catalog uses multiple terms to define the battery such as Tesla lithium-ion battery, battery and drive unit, unit, HV Battery System, HV Battery Assembly, and HV Battery Electrical Components, I believe at a minimum that Contra Proferentem would apply in this dispute of the warranty as what constitutes the "Battery" is not clearly defined.

I have included the attached documents, with highlighted areas, for review and consideration during this dispute:

- 1) Tesla Model 3 New Vehicle Limited Warranty
- 2) Tesla Invoice for PCS repair
- 3) Tesla Parts Catalog

I appreciate your thorough review and consideration of these documents during this warranty dispute.

Sincerely,

JD