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Charging Equipment Limited Warranty

General Terms

Subject to the exclusions and limitations described below, the Charging Equipment Limited Warranty covers the refund, repair or replacement necessary to remedy any manufacturing defects in Tesla manufactured and supplied Wall Connector that occur under normal use for a period of 48 months, and Mobile Connector or charging adapter that occur under normal use for a period of 12 months from the date of invoice to the customer. Any Tesla connector or adapter included in the initial purchase and delivery of a Tesla vehicle by Tesla is covered under the Basic Vehicle Limited Warranty section of the New Vehicle Limited Warranty for 4 years or 50,000 miles (80,000 km), whichever comes first, subject to the terms and conditions of the New Vehicle Limited Warranty.

This Charging Equipment Limited Warranty does not cover any 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 use, maintenance, storage or transport, including, but not limited to, any of the following:

- Failure to follow the instructions, maintenance and warnings published in the documentation supplied with your Tesla connector or adapter;
- External factors, including but not limited to, objects striking the Tesla connector or adapter, faulty or damaged electrical wiring, junction boxes, circuit breakers, receptacles or power outlets, the environment or an act of God, including, but not limited to, fire, earthquake, water, lightning and other environmental conditions;
- General appearance or damage to paint, including chips, scratches, dents and cracks;
- Failure to contact Tesla upon discovery of a defect covered by this Charging Equipment Limited Warranty;
- Any repair, alteration or modification to the Tesla connector or adapter or any part, or the installation or use of any parts or accessories, made by a person or facility not authorized or certified to do so;
- Lack of or improper repair or maintenance, including use of non-genuine Tesla accessories or parts; and
- Use for commercial purposes.

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

Limits of Liability

This Charging Equipment Limited Warranty is the only express warranty made in connection with your Tesla connector or adapter. Implied and express warranties and conditions arising under applicable local laws, 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 your local law, or limited in duration to the term of this Charging Equipment Limited Warranty. To the fullest extent allowable by your local law, the performance of necessary repairs and/or replacement of new, reconditioned, or remanufactured parts by Tesla for the covered defects is the exclusive remedy under this Charging Equipment Limited Warranty or any implied warranties. To the maximum extent permissible under your local law, liability is limited to the reasonable price for repair or replacement of the applicable Tesla connector or adapter, not to exceed the manufacturer's suggested retail price. Replacement may



be made with parts of like kind and quality, including non-original manufacturer's parts, or reconditioned or remanufactured parts, as necessary.

Tesla shall not be liable for any defects under this Charging Equipment Limited Warranty that exceed the fair market value of the applicable Tesla connector or adapter at the time immediately preceding the discovery of the defect. In addition, the sum of all benefits payable under this Charging Equipment Limited Warranty shall not exceed the price you paid for the applicable Tesla connector or adapter.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Charging Equipment Limited Warranty. Subject to local laws and regulations, 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.

To the maximum extent permissible under local law, Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of, or relating to, the Tesla connector or adapter, including, but not limited to, transportation to and from a Tesla Authorized Service Center, loss of the Tesla connector or adapter, 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.

Nothing in this Charging Equipment Limited Warranty shall exclude, or in any way limit, Tesla's liability for death or personal injury solely and directly caused by Tesla's negligence, or that of its employees, agents or sub-contractors (as applicable), fraud or fraudulent misrepresentation, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final nonappealable judgment and may not be excluded or limited as a matter of local law.

Warranty Enforcement Laws and Dispute Resolution

To the fullest extent allowed by local law, Tesla requires that you first provide written notification of any manufacturing defect within a reasonable time, and within the applicable coverage period specified in this Charging Equipment Limited Warranty, and allow Tesla an opportunity to make any needed repairs before submitting a dispute to our dispute settlement program (described below). Please send written notification on dispute resolution to the following address:

Vehicles registered in the U.S.:
Tesla, Inc.
3500 Deer Creek Road
Palo Alto, California
Attention: Vehicle Service
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:

- Tesla connector or adapter invoice date;
- Your name and contact information;



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- Name and location of the Tesla Store and/or Tesla Service Center nearest you;
- Description of the defect; and
- History of the attempts you have made with Tesla to resolve the concern, or of any repairs or services that were not performed by Tesla.

In the event any disputes, differences or controversies arise between you and Tesla related to this Charging Equipment Limited Warranty, Tesla will explore all possibilities for an amicable settlement.

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

NCDS resolves disputes involving this Charging Equipment Limited Warranty which arise during the applicable warranty period specified in this Charging Equipment Limited Warranty. 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 the applicable Tesla connector or adaptor. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law.