



# MODEL S MODEL X

USED VEHICLE LIMITED WARRANTY  
USED VEHICLE EXTENDED LIMITED WARRANTY

EFFECTIVE DATE: JUNE 20, 2019

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MODEL S  
MODEL 3

MODEL X

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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 Used Vehicle Limited Warranty or Used Vehicle Extended Limited Warranty (referred to collectively as “Limited Warranty” where applicable), based on which coverage your vehicle qualifies for as discussed below. Your rights and Tesla’s obligations under this Limited Warranty apply within the Warranty Region where this Limited Warranty was first provided with the used Tesla vehicle. The terms of this Limited Warranty will not apply if you bring your Tesla vehicle to a different Warranty Region, unless otherwise required by local law. The Warranty Regions are listed below.

## Who is the Warrantor?

The Warranty Region, summarized below, is based on where the vehicle was first purchased from Tesla with this accompanying Limited Warranty.

Warranty Region	Contact Information
USA and Canada	<p><b>USA:</b>            Tesla, Inc.            Attention: Used Vehicle Limited Warranty            P.O. Box 15430            Fremont, CA 94539            Phone: 1 877 79 TESLA (1 877 798 3752)</p> <p><b>Canada:</b>            Tesla Motors Canada ULC            1325 Lawrence Ave East            Toronto, ON Canada M3A 1C6            Phone: 1 877 79 TESLA (1 877 798 3752)</p>
Europe	<p>Tesla Motors Netherlands B.V.            Burgemeester Stramanweg 122, 1101 EN            Amsterdam, Netherlands            Phone: 020 365 00 08</p>
Australia	<p>Tesla Motors Australia, Pty Ltd.            10 Herbert Street            St. Leonards NSW 2065, Australia            Phone: 61 2 8015 2834</p>
China	<p>Tesla Motors (Beijing) Co., Ltd.            8F, Tower 3 China Central Place            No.77 Jianguo Road            Chaoyang District, Beijing            Phone: 86 400 910 0707</p>
Hong Kong	<p>Tesla Motors HK Limited            Kong Nam Industrial Building            603-609 Castle Peak Road            Tsuen Wan, New Territories, Hong Kong            Phone: 852 3974 0288</p>
Japan	<p>Tesla Motors Japan            8-5-41, Akasaka, Minato-ku            Tokyo, Japan            Phone: 0120 975 214</p>



Jordan	Tesla Jordan Vehicle Trading, LLC 61 Al-Ummal Street 11118 Bayader Wadi Seer Amman, Jordan Phone: 962 06 580 3130
Korea	Tesla Korea Limited Attention: Vehicle Service Yangcheon-ro 66-gil Gangseo-gu, Seoul, South Korea Phone: 080 822 0309
Macau	Tesla Energia Macau Limitada Lower Ground Floor, the Venetian Macao Estrada da Baia de Nossa Senhora da Esperanca, Macau Phone: 853 2857 8038
Mexico	Tesla Mexico Av. Paseo De La Reforma 404 Piso 13 Col. Juarez, Cuauhtemoc Distrito Federal 06600 Phone: 01 800 228 8145
New Zealand	Tesla New Zealand ULC 501 Karangahape Road Auckland, North Island New Zealand Phone: 4 831 8723
Taiwan	Tesla Motors Taiwan, Ltd. No. 6, Lane 11, Section 6 Minquan East Road Nehu District Taipei City 114, Taiwan Phone: 0809 007518
United Arab Emirates	Tesla Motors Netherlands B.V. (Dubai Branch) 146 Sheikh Zayed Road Al Wasi, P.O. Box 73076 Dubai, United Arab Emirates Phone: 971 (0) 4 521 7777

You must return to your specific Warranty Region in order to receive warranty service. Any subsequent purchasers or transferees must return to your specific Warranty Region in order to obtain warranty service regardless of the country in which such purchaser or transferee may have purchased the vehicle.

For private customers (i.e., non-commercial) who purchase a used vehicle directly from Tesla, we provide this Limited Warranty in order to give additional peace of mind. Depending on age and mileage at the time of purchase, used vehicles are covered as described below, and are subject to the identified limitations and exclusions.



# General Warranty Provisions

## Used Vehicle Limited Warranty

The Used Vehicle Limited Warranty applies to vehicles that are under four years old and have less than 50,000 miles (80,000 km) on the odometer at the time of Tesla's delivery.

Used vehicles are protected by this Limited Warranty for 4 years or 50,000 miles (80,000 km), whichever comes first, starting from your delivery date.

## Used Vehicle Extended Limited Warranty

The Used Vehicle Extended Limited Warranty applies to vehicles that are over 4 years old or have over 50,000 miles (80,000 km) on the odometer but under 6 years old and have less than 100,000 miles (160,000 km) on the odometer at the time of Tesla's delivery.

This Used Vehicle Extended Limited Warranty provides coverage for 2 years or up to a maximum of 100,000 total miles (160,000 total km) on the vehicle's odometer, whichever comes first.

## Coverage

This Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla (with the exception of the Battery and Drive Unit) that occur under normal use.

The Tesla Used Vehicle Limited Warranty does not extend or otherwise alter the original New Vehicle Limited Warranty. The balance of the New Vehicle Limited Warranty, including the original Battery and Drive Unit Limited Warranty, applies to used vehicles and overlaps with this Limited Warranty.

## Multiple Warranty Conditions

This 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 Limited Warranty.

## Limitations and Disclaimers

THE ORIGINAL NEW VEHICLE LIMITED WARRANTY AND THIS USED VEHICLE OR USED VEHICLE EXTENDED LIMITED WARRANTY (AS APPLICABLE) ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH YOUR TESLA VEHICLE. All other implied or express warranties or conditions are disclaimed to the fullest extent allowed by the law in your Warranty Region, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, durability, or those arising out of a course of dealing or usage of trade. Some Warranty Regions 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 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 Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or re-manufactured part will be made by Tesla, in its sole discretion.

## Your Rights Under Local Laws

This Limited Warranty provides you with rights that are in addition to the statutory warranty rights that you may have under applicable local law according to the Warranty Region where your vehicle was first purchased with this accompanying Limited Warranty. These statutory warranty rights cannot be modified, affected or substituted. Tesla also refers you to [Dispute Resolution and Country-Specific Consumer Disclosures](#) on page 10.



## Ownership Transfer

This 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 Limited Warranty (“subsequent purchaser”).

## Who Can Enforce this Limited Warranty?

The retail purchaser of a used Tesla vehicle which was sold by Tesla with this Limited Warranty, or a subsequent purchaser of that used vehicle. The used vehicle must be titled or registered in the name of the purchaser according to the laws in the applicable Warranty Region.

## Remedies Under this Limited Warranty

The exclusive remedy available to you under this Limited Warranty is the repair or replacement of new, reconditioned, or re-manufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this 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. The above is without prejudice to your rights as described in [Your Rights Under Local Laws](#) on page 4 and [Dispute Resolution and Country-Specific Consumer Disclosures](#) on page 10.



## Warranty Limitations

This 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 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, third 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);
- 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;
- 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 and (thunder)storms, acid rain, fire, water, contamination, lightning and other environmental conditions; and
- Damage, wear and tear, blemishes, or other fit and finish concerns that were present at the time of Tesla's delivery of the used vehicle.

## Additional Limitations and Exclusions

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

- Any used vehicle that was not purchased directly from Tesla accompanied by this Limited Warranty, including used vehicles purchased from an auction house, third party retailer, private sale, etc., or any used vehicle without a clean title, including salvaged or branded title vehicles.
- 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 noises and vibrations, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration for which there are no malfunctioning parts requiring replacement; and
  - Maintenance services, including, but not limited to, the following:
    - Wheel alignment or balancing;
    - Appearance care for the interior and exterior, including cleaning and polishing, dent removal, rectifying upholstery wrinkles, scrapes, scratches, or blemishes, wear and tear items, road rash, and the like;
    - Appearance care (such as cleaning and polishing);
    - Expendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.); and
    - Minor adjustments, including addition of sealant, insulation, or replacing and/or re-torquing of nuts and bolts (or the like).

## 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 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 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 Limited Warranty.

The following will also void this 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, 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 in your warranty region. The location of the nearest Tesla Service Center may be obtained by visiting Tesla's web site for your region. The location of Tesla Service Centers is subject to change at any time. The updated list of service centers is and will remain published on Tesla's web site for your region.

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 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. 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 contacting your local Tesla support number. 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 this Limited Warranty and located in the your specific Warranty Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under this 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 this 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 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 Limited Warranty for specific vehicle models (i.e., "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 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 manufactured or sold, or applicable warranties including this Limited Warranty.



# Dispute Resolution and Country-Specific Consumer Disclosures

While many jurisdictions have laws, commonly called “Lemon Laws,” that provide you with certain rights if you experience problems with your vehicle, most of these laws do not apply to used vehicles that are no longer covered by a New Vehicle Warranty. Your 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 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, and to submit to our dispute settlement program where applicable, before you pursue any remedy under these laws.

Please send written notification seeking dispute resolution to the address for your region as specified in [Who is the Warrantor?](#) 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;
- 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 Service Center or Tesla authorized repair facility.

In the event any disputes, differences or controversies arise between you and Tesla related to this Limited Warranty, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla and you shall submit any such dispute, difference, or controversy to the appropriate venue in your jurisdiction. See specific rules for your region below (if any).

## Australia

This 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 and the other provisions in this Limited Warranty, in addition to any applicable statutory guarantees under the Australian Consumer Law.

## Canada

Customers with vehicles registered in Canada will be referred by NCDS to the Canadian Motor Vehicle Arbitration Program (“CAMVAP”) and subject to CAMVAP eligibility, procedures and remedies. In the event CAMVAP declines to hear your dispute, Tesla invites you to exhaust all informal dispute resolution means directly with Tesla before initiating litigation. The dispute settlement program may be changed at any time without prior notice. Contact NCDS for the most current information concerning the dispute settlement program.

## China

In the event any disputes, differences or controversies arise between you and Tesla related to this Limited Warranty, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla and you shall submit any such dispute, difference, or controversy to Beijing Chaoyang District People’s Court.

## Mexico

Without prejudice of the vehicle owner’s right to first submit a claim or complaint before the Consumers Protection Federal Agency, any dispute related to the interpretation, compliance and execution of this Used Vehicle Limited Warranty, shall be submitted to the jurisdiction of the

# Dispute Resolution and Country-Specific Consumer Disclosures



competent courts of Mexico City, Mexico, waiving any other jurisdiction which may correspond as a result of present or future domicile or for any other reason.

## Norway

This Limited Warranty does not limit or substitute your rights under applicable Norwegian statutory consumer protection laws, specifically the Consumer Purchases Act, nor does it affect your right to initiate an action against Tesla in the courts of Norway to enforce those rights. Such statutory consumer protection laws include, but are not limited to, an obligation for Tesla to remedy defects related to your vehicle which occur during normal use for a period of 5 years after original delivery of the new vehicle. If the mileage of your vehicle exceeds 100,000 kilometers at any point during this period, normal use will no longer be assumed and Tesla may no longer be under the aforementioned obligation. Any claim must be submitted to Tesla within reasonable time after discovering the defect, and never later than two months after you discovered or should have discovered the defect.

## U.S.A.

Any dispute, claim or controversy between you and Tesla arising out of, or related to, this 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 in this Limited Warranty.

In the U.S., the Magnuson-Moss Warranty Act is the federal law which governs this Used 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 Used 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.

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"), as described below.
- 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. Please also refer to the Owner's Rights Notification provided to you for state-specific information.

## Dispute Resolution Through the National Center for Dispute Settlement (NCDS)

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 Used Vehicle Limited Warranty which arise during the applicable warranty period specified in this Used Vehicle Limited Warranty. However, NCDS will not arbitrate claims involving a vehicle used primarily for commercial purposes unless the "Lemon



# Dispute Resolution and Country-Specific Consumer Disclosures

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 on the following page.

## Agreement to Binding Arbitration

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 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](mailto: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](http://www.adr.org).

# Dispute Resolution and Country-Specific Consumer Disclosures



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