



MODEL S
MODEL X
MODEL 3
MODEL Y

NEW VEHICLE LIMITED WARRANTY

NORTH AMERICA
EFFECTIVE DATE: 2024/07/08



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Tesla, Inc., or the relevant entity listed below in [Warrantor on page 2](#), ("Tesla") will provide repairs to Model S, Model 3, Model X, and Model Y new vehicles sold by and delivered directly from Tesla during the applicable warranty periods for the Warranty Regions specified below in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty. Your rights and Tesla's obligations under this New Vehicle Limited Warranty apply only within the Warranty Region where this New Vehicle Limited Warranty was first provided with Model S, Model 3, Model X and Model Y new vehicles sold by and delivered directly from Tesla. The terms of this New Vehicle Limited Warranty will not apply if you bring your Model S, Model 3, Model X or Model Y vehicle to a different Warranty Region, unless otherwise required by local law. The Warranty Regions are listed below.

Warrantor

The applicable Warranty Region, listed below, is based on where the Model S, Model 3, Model Y, and Model X new vehicle was first sold by and delivered directly from Tesla with this accompanying New Vehicle Limited Warranty. You must return to your specific Warranty Region in order to receive warranty service. Any subsequent private retail 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.

Warranty Region	Contact Information
United States	Tesla, Inc. Attention: New Vehicle Limited Warranty P.O. Box 15430 Fremont, CA 94539 Phone: 1 877 79 TESLA (1 877 798 3752)
Canada	Tesla Motors Canada ULC 1325 Lawrence Ave East Toronto, ON Canada M3A 1C6 Phone: 1 877 79 TESLA (1 877 798 3752)
Mexico	Tesla Automobiles Sales and Service Mexico S de RL de CV Av. Paseo De La Reforma 404 Piso 13 Col. Juarez, Cuauhtemoc Distrito Federal 06600 Phone: 01 800 228 8145
Puerto Rico	Tesla Puerto Rico, LLC 381 Calle Juan Calaf San Juan, Puerto Rico, 00918 Phone: 939 293 2738

Coverage

This New Vehicle Limited Warranty applies to vehicles sold by Tesla in your specific Warranty Region. For purposes of this New Vehicle Limited Warranty, your Tesla specific Warranty Region is defined as the region that your vehicle is first registered in, provided that you 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.



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; Local Laws

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. All other implied or express warranties, including any statutory warranty rights following from local laws, or other 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. Please see [Dispute Resolution and Country-Specific Consumer Disclosures on page 11](#) for information on laws that apply in your Warranty Region.

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.

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").

Warranty Ownership

The first retail purchaser, or subsequent purchaser, of a new vehicle sold in your specific Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to the laws in your specific Warranty Region, can enforce this New Vehicle Limited Warranty subject to the terms of this New Vehicle Limited Warranty.

Warranty Coverage Period

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) or lessor(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.



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 your rights as described in [Exclusions and Limitations on page 7](#) and [Dispute Resolution and Country-Specific Consumer Disclosures on page 11](#), the exclusive remedy available to you under this New Vehicle 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 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 under normal use for a period of 4 years or 50,000 miles (80,000 km), whichever comes first.

Supplemental Restraint System (SRS) 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 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 re-manufactured 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 or 150,000 miles (240,000 km), whichever comes first, with minimum 70% retention of Battery capacity* over the warranty period. Any Model S or Model X purchased prior to the effective date specified on the cover page of this New Vehicle Limited Warranty is subject to the applicable Battery and Drive Unit Warranty effective as of the date of purchase.



Warranty Coverage

- Model 3 and Model Y Standard or Standard Range Plus - 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 and Model Y Long Range or Performance - 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 re-manufactured parts, and the condition of any such replaced, reconditioned or re-manufactured 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 manual and any documentation provided by Tesla) 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. Failure to follow these recommended battery maintenance and charging procedures shall void this Battery and Drive Unit Limited Warranty.

Your vehicle updates its software wirelessly, constantly providing new features and improvements for your vehicle, including updates to protect and improve Battery longevity. Any noticeable changes to the performance of the Battery due to these software updates are NOT covered under this Battery and Drive Unit Limited Warranty.

Body Rust Limited Warranty

This Body Rust Limited Warranty covers rust perforation (hole through the body panel from the inside outwards) resulting from a defect in material or workmanship for a period of 12 years and unlimited miles, excluding the following:

- Vehicles treated against rust, i.e., procedures commonly referred to as rustproofing or undercoating;
- Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation 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 caused by, due to, or resulting from accidents, 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.

For more information on other paint, rust or corrosion concerns that are excluded from this New Vehicle Limited Warranty, see [Exclusions and Limitations on page 7](#).



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, but not limited to, the use of fluids, parts or accessories other than those specified in your owner documentation;
- Normal wear or deterioration, including, but not limited to, seat, trim and upholstery discoloration, punctures, tears, depressions, wrinkling abrasions or other deformations, paint and glass stone chips, and similar items;
- 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 any modifications or unauthorized access to vehicle data or software from any source, including, but not limited to, non-Tesla parts or accessories, modifications, 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 (excludes Model X and Model Y);
- 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 and (thunder)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;
- Any additional Tesla parts or labor required to repair or service a vehicle, whether under warranty or otherwise, due to any of the exclusions specified in this New Vehicle Limited Warranty, including but not limited to, hardware or software modifications or non-genuine Tesla parts or accessories;
- Tires, which have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- Key fob batteries;
- External flash or other storage or memory devices;
- 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 (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 provided to each subsequent purchaser or transferee. 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.



Exclusions and Limitations

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 do not have clean title or have been sold, 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. Please see [Dispute Resolution and Country-Specific Consumer Disclosures on page 11](#) for information on laws that apply in your Warranty Region.

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 [Warrantor on page 2](#) 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. 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, or reasonable daily storage fees will be assessed.

Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when your Tesla vehicle is inoperable. This service can be requested through the Tesla mobile app or by contacting your local Tesla support number. Availability may vary by region. The vehicle must be covered by a Tesla New Vehicle Limited Warranty or Used Vehicle Limited Warranty and located in your specific Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under a Tesla New Vehicle Limited Warranty or Used Vehicle Limited Warranty. 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 (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 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 manufactured or sold, or applicable warranties including this New Vehicle Limited Warranty.



Many jurisdictions have laws, commonly called “Lemon Laws,” that provide you with certain rights if you experience problems with your vehicle. These laws vary depending on the jurisdiction. 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 New Vehicle Limited Warranty, with written notification of any defects you have experienced (that cannot be resolved by reviewing or following the Owner’s Manual) within a reasonable time to allow Tesla an opportunity to make any needed repairs, and to submit to our dispute settlement program, before you pursue any remedy under these laws. Please send written notification seeking dispute resolution to the address for your region as specified in [Warrantor on page 2](#) of this New Vehicle Limited Warranty.

Please send your written notification to your local address applicable to your Warranty Region. Please include the following information:

- Your name and contact information;
- The name and contact information of the warrantor (see [Warrantor on page 2](#));
- 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 New Vehicle 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).

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 New Vehicle Limited Warranty, shall be submitted to the jurisdiction of the competent courts of Mexico City, Mexico, or waiving any other jurisdiction which may correspond as a result of present or future domicile or for any other reason.

Puerto Rico

If the vehicle owner’s service visit exceeds five calendar days (not counting Sunday), or if a repair performed within five calendar days was not effective and the vehicle must be repaired again for the same problem within seven calendar days after it was repaired, Tesla will provide a loaner vehicle (subject to availability) or any other type of rental vehicle.

U.S.A.

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 Dispute Resolution in this New Vehicle Limited Warranty.



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.

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.
 - California Residents: Tesla offers assistance through an informal dispute settlement program called the California Dispute Settlement Program ("CDSP"), as described below and in the Owner's Rights Notification provided to you.
- 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 515541
Dallas, TX 75251-5541
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 previously, of the alleged defect during the applicable warranty period.

To initiate arbitration, you must contact NCDS at the above phone number or address, 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 provided below.

Dispute Resolution Through the California Dispute Settlement Program (CDSP)

For California, Tesla offers an optional dispute settlement program through the California Dispute Settlement Program (CDSP) administered by the National Center for Dispute Settlement (NCDS). For additional information, please refer to the Owners Rights Notification. You may also contact the CDSP directly at 1-866-629-3204 or by mailing:

California Dispute Settlement Program
P.O. Box 515541
Dallas, TX 75251-5541

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.

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