



## WARRANTY INFORMATION

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 a Tesla manufactured and supplied Wall Connector that occur under normal personal use for a period of 48 months, or a period of 12 months for normal commercial use\*, and a Tesla manufactured and supplied Mobile Connector or charging adapter that occur under normal use for a period of 12 months, starting from the date of invoice to the customer for any charging equipment. Any Tesla manufactured and supplied 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.

\*For warranty claims specific to Wall Connectors, “commercial use” means Wall Connectors used for purposes other than charging at a residential single family home for daily personal use, which includes, but is not limited to, charging at hotels, offices, parking lots and complexes (including apartment, condominiums and other multi-family or unit dwellings), and retail and other locations that allow (including by being listed online or publicly) for pay-for-use charging, or are located where users other than the owner could reasonably obtain access to the Wall Connector.

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 installation, use, maintenance, storage or transport, including, but not limited to, any of the following:

Failure to follow the instructions, operation, 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 or connections, external electrical faults, 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; and

Lack of or improper installation, repair or maintenance, including use of non-genuine Tesla accessories or parts.

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, or any warranties against latent or hidden defects, 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. This Charging Equipment Limited Warranty covers only parts and factory labor necessary to repair but does not include any on-site labor costs related to un-installing, reinstalling or removing the repaired or replacement charging equipment. Parts repaired or replaced, including replacement of a Tesla connector or adapter, under this Charging Equipment Limited Warranty are covered only until the applicable warranty period of this Charging Equipment Limited Warranty ends, or as otherwise provided by applicable law. Under no circumstances will the original warranty period be extended as a result of your Tesla connector or adapter being repaired or replaced.

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. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Charging Equipment Limited Warranty, either for specific models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Tesla charging equipment owners.

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.



## 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: Charging Equipment Warranty Claims

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
- Name and location of the Tesla Store and/or Tesla Service Center nearest to you
- Description of the defect
- 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

## 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 Charging Equipment Limited Warranty, such as claims related to statements about our products.

Tesla 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).

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 products. 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



## WARRANTY INFORMATION

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 Charging Equipment Limited Warranty by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, 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.