

SC-25-00-018 December 11, 2025		Tesla, Inc. Service Customer Document	
Model	Section/Group	Country/Region	
Model 3, Model Y	00 - Inspection & Service	United States, Canada	

High Voltage Battery and Drive Unit Extended Service Agreement Terms and Conditions, United States and Canada

These Tesla, Inc.¹ (“Tesla”) High Voltage Battery and Drive Unit Extended Service Agreement Terms and Conditions (“Battery ESA”) cover the repair or replacement necessary to remedy a Failure of the high voltage lithium-ion battery assembly and the drive unit assembly (“Drive Unit”), of the subject Vehicle that occur under normal use. The event of Failure must first occur during the Battery ESA’s coverage, which commences when the Vehicle’s Battery and Drive Unit Limited Warranty expires (“Coverage Start Date”) and ends upon the applicable date or mileage threshold (whichever occurs first) is surpassed (“Coverage Period”)².

This Battery ESA provides coverage up to 2 years (24 Months) or 30,000 miles (48,000 kilometers) from the Coverage Start Date, whichever comes first.

Vehicle Model	Covered Parts	Coverage Period²	Purchase Fee	Deductible per Visit
Model 3	<ul style="list-style-type: none"> HV Battery Drive Unit 	2 years or 30,000 miles (48,000 kilometers), whichever occurs first ² .	\$2,000.00 (USD) \$2,800.00 (CAD)	\$500.00 (USD) \$700.00 (CAD)
Model Y				

This Battery ESA is binding on both You and Tesla beginning on the date You execute it; however, You will not be charged, and Tesla is not obligated to provide services under the Battery ESA, until Your Vehicle Battery and Drive Unit Limited Warranty expires (the “Coverage Start Date”) and You have agreed and executed this Battery ESA (“Effective Date”).

This Battery ESA is for the sole benefit of the purchaser, or any subsequent owner of the vehicle to whom this Battery ESA is validly transferred during the Coverage Period, and applies only to the vehicle for which it is purchased. **Please review this document in its entirety as it is not simply an extension of Your Battery and Drive Unit Limited Warranty but instead has its own exclusions and deductible.**

The obligations of Tesla under this Battery ESA are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.

¹ Florida, Massachusetts, Michigan, Mississippi, Nevada, New York, Pennsylvania, Tennessee, Texas, Utah, and Canada ONLY: All references to Tesla shall refer to Tesla Florida, Inc, Tesla Motors MA, Inc., Tesla Michigan, Inc., Tesla Mississippi LLC, Tesla Motors NV, Inc., Tesla Motors New York LLC, Tesla Motors PA, Inc., Tesla Motors TN, Inc., Tesla Motors TX, Inc., Tesla Motors UT, Inc., and Tesla Motors Canada ULC, respectively.

² See [Section G](#), Coverage Period for further details.

Coverage Terms

It is a condition of coverage that (1) You bring the Vehicle to a Tesla Service Center to obtain covered services; (2) You purchase this Battery ESA before the expiration or termination of the Vehicle Battery and Drive Unit

Limited Warranty (the "Purchasing Period"); and 3) if applicable, that You are the recipient of a valid transfer of this Battery ESA pursuant to the terms of this Battery ESA.

In addition, the Battery ESA is subject to the terms, conditions, limitations, and definitions set forth below. The Battery ESA does not cover among other items identified in [Section F](#), Exclusions.

The Battery ESA is not required to purchase or lease any vehicle from Tesla, or to obtain any financing through Tesla. Any dispute, claim, or controversy between You and Tesla arising out of, or related to, this Battery ESA is subject to binding arbitration on an individual basis in accordance with the Agreement to Arbitrate in [Section J](#) below.

Definitions:

The following capitalized terms shall have the meanings set forth below:

- "Claim" means a request for services pursuant to this Battery ESA performed (or to be performed) during a Visit at a Tesla Service Center.
- "Coverage Period" has the meaning set forth above, on Page 1.
- "Coverage Start Date" has the meaning set forth above, on Page 1.
- "Covered Part" means a part manufactured or supplied by Tesla, but excepting any part excluded under [Section F](#).
- "Deductible" means the portion that You must pay for each Visit there is a covered Failure.
- "Drive Unit" means the electric drive unit housing the motor, gearbox, drive inverter, and drive components, which collectively convert electrical power to propel the Vehicle.
- "Effective Date" means the date that You validly execute this Battery ESA.
- "Failure" means the mechanical breakdown or inability to perform the function(s) for which it was designed of any Covered Part manufactured or supplied by Tesla that occur under normal use. The term "Failure" is subject to the exclusions set forth below.
- "HV Battery" means the Vehicle's high-voltage lithium-ion battery assembly.
- "LV Battery" means the Vehicle's low-voltage lithium-ion battery.
- "Payment" means the Purchase Price that Tesla will charge, and You agree to pay, in exchange for coverage under this Vehicle ESA during the Coverage Period.
- "Service Region" means the region identified in the header on Page 1.
- "Tesla App" means the Tesla mobile application.
- "TABS/TACC" means Tesla -Approved Body Shops or Tesla-Approved Collision Centers that are factory trained and independently owned and operated outside of Tesla.
- "Tesla Service Center" means a vehicle service center that is operated by Tesla. A list of Tesla Service Centers is provided at www.tesla.com/findus or You may dial 1-877-798-3752 for the nearest location.
- "Tesla Collision Center" means a vehicle collision center that is operated by Tesla. A list of Tesla Collision Centers is provided at <https://www.tesla.com/support/collision-support> or You may dial 1-877-798-3752 for the nearest location.

- “Tesla” means the obligor, Tesla, Inc., Attention: Customer Support, 45500 Fremont Blvd., Fremont, CA 94538, phone number 1-877-798-3752, unless otherwise indicated.
- “Battery ESA” means these High Voltage Battery and Drive Unit Extended Service Agreement Terms and Conditions between You and Tesla.
- “Vehicle” means the Tesla vehicle for which this Battery ESA is purchased.
- “Visit” means a visit to a Tesla Service Center for which Tesla provides service under this Battery ESA.
- “You,” “Your” means the eligible purchaser of this Battery ESA.

A. Deductible

You are responsible for the \$500 USD (\$700 CAD) Deductible for each Visit.

B. Tesla’s Responsibilities

Tesla agrees to repair or replace any Covered Part as required due to a Failure affecting Your Vehicle, subject to the terms of this Battery ESA. A repair may include a change to software, as appropriate. For additional information and limitations, see [Section I](#), Limits of Liability.

C. Your Responsibilities

The Owner’s Manual includes specific recommendations regarding the use, operation, and maintenance of the Vehicle. You must follow correct operation procedures and have Your Vehicle serviced as recommended by Tesla. If requested by Tesla, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service, must be presented before any repairs under this Battery ESA commence. Service within 1,000 miles (1,600 kilometers) and/or 30 days of Tesla’s recommended intervals shall be considered compliance with the terms of this Battery ESA.

Upon customary and reasonable notice of the occurrence of a Failure, You agree to protect the Vehicle from further damage, regardless of whether such Failure is covered under this Battery ESA. Any operation of the Vehicle that results in further damage will be considered Your failure to protect the Vehicle and will not be covered under this Battery ESA.

You are responsible to ensure that the warning lights are functioning before driving the Vehicle. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning light indicates a problem.

You must give Your authorization to the Tesla Authorized Service Center for teardown and access to Vehicle data and agree to cover the cost that these services will involve in the event You effect any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labor necessary for Tesla to perform any services under this Battery ESA. You may be required to supply Tesla with all maintenance records for service performed on the Vehicle.

D. Obtaining Service Under This Agreement

In the event of Failure, You may take Your Vehicle to any Tesla Service Center in Your Service Region.

Please note that Tesla owns and operates Tesla Service Centers, whereas Tesla-Approved Body Shops ("TABS") and Tesla-Approved Collision Centers ("TACC") are independently owned and operated. To obtain service under this Battery ESA, You must bring the Vehicle to a Tesla Service Center, not a TABS or TACC. Information on Tesla Service Centers is available here: <https://www.tesla.com/findus>.

Please have Your mileage and date of Failure ready for Tesla, and please make Tesla aware of the existence of this Battery ESA before repairs is performed. The occurrence of a Failure may require You to do one or more of the following, as applicable:

- Cease operating the Vehicle if necessary to prevent further damage.
- Contact Tesla for guidance, including via the Tesla App.
- Provide proof of maintenance if requested.
- Cooperate in the investigation of the Failure.

You must give Your authorization to the Tesla Service Center for access to Vehicle data. Subject to an applicable estimate in accordance with Tesla's standard practices and/or applicable law, You agree to cover the cost of Tesla's repair or diagnostic services if any non-covered alteration, damage or other modification to the Vehicle (including refusing to update Vehicle software) results in additional time, parts or labor necessary for Tesla to perform any services under this Battery ESA.

E. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when Your Vehicle is inoperable. This service can be requested through the Tesla App or by contacting Your local Tesla support number. Availability may vary by region. The Vehicle must be covered by this Battery ESA and located in Your specific Service Region at the time Roadside Assistance is requested. However, if Your Service Region is the United States or Canada, You may seek Roadside Assistance in either the United States or Canada, as applicable. Please refer to Tesla's [Roadside Assistance Policy](#) for full details and disclosures. Prices and availability of services are subject to change and may differ based on location.

F. Exclusions (What Is Not Covered)

This Battery ESA does not cover certain parts, or any Vehicle 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 maintenance, operation, storage or transport, including but not limited to any of the following:

- External components to the Drive Unit Assembly;
- External components to the HV Battery;
- Failures or degradation specific to Battery capacity or energy retention;
- Fuses, wire harnesses, and cables;
- Sensors and coolant hoses;
- Low voltage components, including the LV battery;
- Physical Damage To HV Battery Enclosure Or Its Internal Components Caused By External Forces;
- Physical Damage To Drive Unit Assembly Caused By External Forces;

- Damage resulting from intentional actions, either by physical means, programming, or other methods, including intentionally abusing or destroying Your Vehicle or ignoring active Vehicle warnings or service notifications;
- Damaging the Battery or Drive Unit by any means to extend or reduce the life of the Battery or Drive Unit;
- Servicing or opening of the Battery or Drive Unit by non-Tesla or non-certified personnel;
- Exposing the Battery or Drive Unit to direct flame (excluding from Battery fires as specified above);
- Flooding the Battery or Drive Unit;
- Loss of Battery energy or power over time or due to or resulting from Battery use. See Your owner documentation for important information on how to maximize the life and capacity of the Battery. If You fail to follow these recommended battery maintenance n charging procedures, any resulting issues will not be covered;
- Any noticeable changes to the performance of the Battery and Drive Unit due to vehicle software updates;
- Normal or expendable maintenance items and procedures. These may include, but are not limited to, annual service and diagnostic checks, brake pads/linings, brake rotors, suspension alignment, wheel balancing, hoses, air conditioning lines, hoses or connections, battery testing, fluid changes, appearance care (such as cleaning and polishing), filters, wiper blades/inserts, and other maintenance services and parts described in Tesla's maintenance schedule for the Vehicle.

You may choose to have maintenance or repair service performed on the Vehicle by a provider other than Tesla, or use parts not supplied by Tesla, and this Battery ESA will remain in effect. However, Tesla may exclude coverage for any issue arising from maintenance, service, repairs, or parts not provided by Tesla. In addition, this Battery ESA 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, or lack of or improper maintenance, operation, storage, or transport. Examples include, but are not limited to, any of the following:

- Failure to take the Vehicle to a Tesla Service Center upon discovery of a defect covered by this Battery ESA;
- Carrying passengers and/or cargo exceeding specified load limits or otherwise overloading the Vehicle;
- Using the Vehicle as a stationary power source;
- Improper or inadequate repair or maintenance. This includes not performing all vehicle maintenance and service requirements during the Coverage Period of this Battery ESA (including those indicated by the Vehicle's systems), not observing scheduled inspections, and not making all services and repairs; noncompliance with any recall advisories; and use of fluids, parts or accessories other than those specified in Your owner documentation (see maintenance requirements in [Section C](#), Your Responsibilities);
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts 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, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning, and other environmental conditions;
- Vehicles used for commercial purposes, which includes but is not limited to government purposes, pick-up and delivery service, company pool use, and service or repair calls, route work, or hauling;
- Driving the Vehicle off-road;
- Driving the Vehicle over uneven, rough, damaged, or hazardous surfaces, including, but not limited to curbs, potholes, unfinished roads, debris, or other obstacles, or in competition, speed contests, racing, autocross, or for any other purposes for which the Vehicle is not designed;

- 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 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;
- Vehicles that have been determined to be a total loss by an insurance company or that have a salvaged or likewise branded title;
- Vehicles that have been determined by a Tesla Service Center to be fire-damaged, flood-damaged, junk rebuilt, reconstructed, reconstructed, irreparable, or to have sustained damage equivalent to a total loss;
- Towing the Vehicle with a non-Tesla tow kit, or using improper winch procedures;
- Continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust, or corrosion;
- 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; and
 - 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;
- Tampering with the Vehicle or its systems;
- Damage to a Covered Part by a non-covered part;
- Damage that occurs prior to the Coverage Start Date, or is reported after this Battery ESA's expiration;
- Any and all indirect, incidental, special, and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in [Section I](#), Limits of Liability;
- Storage or freight charges;
- The cost of teardown, disassembly, or assembly to the extent that underlying issue is not covered as a Failure;
- Adjustments necessary to correct squeaks, rattles, water leaks, or wind noise;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred; and
- The gradual reduction in operating performance due to normal wear and tear.

G. Coverage Period

This Battery ESA operates on a Coverage Period of up to 2 Years (24 Months) or 30,000 miles (48,000 kilometers), whichever comes first, from the date of which the Vehicle Battery and Drive Unit Limited Warranty expires.

Under no circumstances will this Battery ESA be extended beyond the original Coverage Period. This Battery ESA may not be renewed by You. Sections [F](#) through [Q](#) will survive any termination or expiration of this Battery ESA.

H. Eligibility; Territory

Eligibility. This Battery ESA applies to the Covered Part(s) of a purchased Vehicle sold to You in the available Service Region, or a subsequent owner who assumes this Battery ESA from a valid transfer. Vehicle must not have a previously active, expired or terminated Battery ESA. See [Section F](#), Exclusions above.

It is a condition that You execute this Battery ESA before the Battery and Drive Unit Limited Warranty expires for You and Your Vehicle to be eligible to purchase this Battery ESA in Your Tesla app.

Territory. For purposes of this Battery ESA, the Service Region is defined as all 50 states of the United States of America, the District of Columbia, all 13 provinces and territories of Canada, provided that You are the original purchaser who purchased the Vehicle directly from Tesla (or are a subsequent owner to whom this ESA is validly transferred during the Coverage Period or sold by Tesla during the Purchasing Period). You must return to the Service Region in order to receive service under this Battery ESA, unless Your Service Region is the United States or Canada, You may seek service in either the United States or Canada.

I. Limits of Liability

Implied and express warranties and conditions arising under applicable state laws or 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 law, or limited in duration to the Coverage Period of this Battery ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this Battery ESA or any implied warranties. Tesla is not obligated to provide duplicate remedies for the same issue under this Battery ESA and any Tesla limited warranty or service Battery ESA. Liability is limited to the reasonable price for repair or replacement of any Covered Part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts.

In no event will liability for a Failure under this Battery ESA exceed the retail price of a replacement Battery or Drive Unit of the Vehicle at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Battery ESA shall not exceed the retail price originally paid to Tesla for the Vehicle.

Tesla does not authorize any person or entity to create for it any other obligations or liabilities in connection with this Battery ESA. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Service Center. 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), bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to a 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.

J. Agreement to Arbitrate

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, Order Number or 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.

K. Change of Vehicle Ownership

If You sell or otherwise transfer ownership of the Vehicle, You must record the transfer in the Tesla App. Subject to You so advising Tesla of the transfer, Your rights and Tesla's obligations to You under this Battery ESA will terminate. The new owner will have the option to continue this Battery ESA, with no action required by You. If You sell or transfer the Vehicle, You hereby consent to the termination of Your rights under the Battery ESA, and the assignment of this Battery ESA to the new owner.

L. Cancellation by You

Cancellation. The easiest way to cancel Your Battery ESA is on the Tesla App with no cancellation fee³. However, if You need assistance with submitting a cancellation, You may contact Customer Support to submit a completed cancellation form. The form is provided below. You must submit the completed cancellation form prior to transferring ownership of the vehicle. Once the ownership is transferred, only the new owner has the ability to cancel the Battery ESA and request any applicable refunds. If You wish to transfer the Battery ESA to a new owner, do not cancel the Battery ESA; rather, the process in [Section K](#) will apply.

By default, a cancellation by You will take effect on the same day You initiate it. If You require assistance with Your cancellation, You may contact Tesla at www.tesla.com/contactus.

The amount of Your refund is subject to the following:

- a) Prior to Coverage Start Date: You must provide all required information in Your Tesla app to cancel Your Battery ESA and, if applicable, receive a full refund of any Payment You have paid under this Battery ESA.
- b) Within First 60 Days after Coverage Start Date – Without Claim: You may cancel Your Battery ESA within the first 60 days after the Coverage Start Date and receive a full refund, provided that You have not filed a Claim.
- c) Within First 60 Days– With Claim: If You cancel Your Battery ESA within the first 60 days after the Coverage Start Date but have submitted a Claim pursuant to this Battery ESA where service has been provided, Your cancellation refund will be calculated on a pro-rata basis reflecting the lesser of the unused days or unused mileage that have been paid for, less the amount of any Claims paid under the Battery ESA⁴.
- d) After 60 Days – With or Without Claim: If You cancel Your Battery ESA more than 60 days after the Coverage Start Date, Your cancellation refund will be calculated on a pro-rata basis, reflecting the lesser of the unused days or unused mileage that have been paid for, less the amount of any Claims paid under the Battery ESA.
- e) Tesla will add a ten percent penalty per month to any applicable refund that is not made within 30 days⁴ of Tesla's receipt of all necessary documentation for the cancellation of the Battery ESA.

³ Alabama only: Tesla may retain an administrative fee of up to twenty-five dollars (\$25 USD) for cancellation of the Battery ESA; however, this amount may not be deducted in the event this Battery ESA is terminated pursuant to Alabama Acts 1997, No. 97-445, p. 753, §3.

⁴ Except for Alabama, Alaska, Hawaii, Missouri, Nevada, Texas, and Wisconsin, which Tesla will add a ten percent penalty per month to any applicable refund that is not made within 45 days of Tesla's receipt of all necessary documentation for the cancellation of the Battery ESA.

M. Cancellation by Tesla

Tesla will not cancel this Battery ESA except (to the extent permitted by law) for Your failure to pay for this Battery ESA, or for fraud or material misrepresentation, the effective destruction of the Vehicle, other similar matters permitted by law. This may include, to the extent permitted by law:

- Defacement of the VIN so that the VIN cannot be fully confirmed;
- Alteration of the odometer including disconnection, alteration, or rendering inoperative of a related system, so that the actual mileage cannot be fully confirmed;
- Absence of clean title; and
- Designation, labeling, or branding of the Vehicle (including by an insurance company) as dismantled, fire damaged, flood- damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss.

Tesla will notify You at least 30 days before the cancellation takes effect but may use a shorter period where permitted by applicable law. Except where notice by mail or certified mail is required by law, Tesla may notify You electronically including via email or the Tesla App.

For cancellations by Tesla, unless otherwise required by law, the refund (if any) will be calculated on a pro-rata basis reflecting the lesser of the unused days or unused mileage that have been paid for, less the amount of any Claims paid under this Battery ESA. If this Battery ESA is contracted in a jurisdiction where not permitted pursuant to applicable law at the time of purchase, the Battery ESA is void ab initio and of no force and effect and will not be deemed a cancellation.

N. Electronic Transactions; Entire Agreement; Severability; Waiver; Governing Law

Electronic Transactions. To the fullest extent permitted by law, You consent to receive this Battery ESA exclusively in electronic form via Your Tesla account, including any updates, disclosures, notices or other information regarding any previous, currently contemplated or future transactions between You and Tesla or its affiliates or partners relating to this Battery ESA.

Entire Agreement. This Battery ESA and any work orders executed at the time of service constitute the entire Battery ESA between You and Tesla with respect to the subject matter hereof and supersede all prior Battery ESAs, statements, promises, understandings, and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Battery ESA and any work order cannot be amended, nor can any right be waived by Tesla, unless in writing and signed by duly authorized representatives of each party.

Severability. If any provision of this Battery ESA or any work order is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the Battery ESA or such work order did not contain the particular provision held to be unenforceable, and the unenforceable provision shall be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable provision.

Waiver. The waiver of any of the terms or provisions of this Battery ESA in any one or more instances shall not be deemed a permanent waiver of such term or provision, or of this Battery ESA. No waiver will be effective unless in writing and signed by authorized representatives of both parties.

Governing Law. This Battery ESA will be governed by the laws of the State of Your residence, without regard to its conflict of law principles.

O. Additional State-Specific Terms

Alabama ONLY: Tesla will mail a written notice to You at Your last known address contained in the records by Tesla at least 5 days prior to cancellation of this Battery ESA by Tesla. Prior notice will not be provided if the reason for cancellation is 1) nonpayment of the Purchase Fee; 2) a material misrepresentation by You to Tesla relating to the covered property; or 3) its use.

Hawaii ONLY: You may cancel this Battery ESA within 1) 30 days of the date that the contract was mailed to the You; or 2) 20 days of the date the contract was delivered to You, if the contract was delivered at the time of sale;

Florida ONLY: It is Your right to transfer this Battery ESA to a subsequent purchaser of the Vehicle covered by this Battery ESA and all conditions on such right of transfer. Transfer of this Battery ESA must occur within a period of time specified in [Section K](#), and may not expire earlier than 15 days after change of ownership of the Vehicle.

Minnesota ONLY: Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Battery ESA by You.

Missouri ONLY: This Battery ESA is not an insurance contract.

Nevada ONLY: After 70 days, Tesla may cancel this Battery ESA for fraud or material misrepresentation on Your part or for Your failure to pay for this Battery ESA. A cancellation of the Battery ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of Claims paid, or services provided will not be deducted from any refund issued pursuant to this Battery ESA.

Nevada ONLY: Tesla shall not deduct the amount of any claims paid or services provided but will (1) deduct any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund; and (2) deduct a reasonable cancellation fee, at Tesla's discretion, and any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

New Hampshire ONLY: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800852-3416.

New Mexico ONLY: If the Battery ESA has been in effect for at least 70 days, Tesla may cancel the Battery ESA before the end of the Coverage Period or one year after the Effective Date, whichever occurs first. A cancellation of the Battery ESA by Tesla will become effective 15 days after notice of cancellation is mailed to You.

New Mexico ONLY: Tesla shall pay or credit to Your account the applicable refund within 60 days after the applicable Battery ESA cancellation forms and all required information are received by Tesla. If Tesla fails to pay or credit to Your account the applicable refund within that time, Tesla shall pay You a penalty of 10% of the applicable refund for each 30-day period or portion thereof that the applicable refund and any accrued penalties remain unpaid.

Washington ONLY: The implied warranty of merchantability on the Vehicle is not waived if this Battery ESA has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

Wisconsin ONLY: "THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

Wyoming ONLY: Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is

nonpayment of the Purchase Price, a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

Virginia ONLY: If any promise made in the contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

P. Additional Province-Specific Terms

QUEBEC CUSTOMERS ONLY:

You acknowledge that a French version of this document was made available to You. The parties hereto agree that this document and all other documents associated with the agreement and all communications between them will be in English.

CLIENTS DU QUÉBEC SEULEMENT:

Vous reconnaissez qu'une version Française de ce document a été mis à votre disposition. Les parties aux présentes conviennent à ce que ce document et tous autres documents et communications soient rédigés en Anglais.

NOTICE CONCERNING THE LEGAL WARRANTY	AVIS SUR LA GARANTIE LEGALE
<p>The law provides a warranty on the goods you purchase or lease: they must be useable for normal use for a reasonable length of time.</p> <p>(The merchant is required to read you the above text.)</p> <p>The Consumer Protection Act gives a warranty on all goods you purchase or lease from a merchant.</p> <p>The goods must be usable:</p> <ul style="list-style-type: none">• For the purposes for which they are ordinarily used (section 37 of the Act) and;• In normal use for a reasonable length of time, which may vary according to the price paid, the terms of the contract and the conditions of use (section 38 of the Act). <p>For more information on this legal warranty, go to the website of the Office de la protection du consommateur at www.opc.gouv.qc.ca.</p>	<p>La loi accorde une garantie sur le bien que vous achetez ou louez: il doit pouvoir servir à son usage normal pendant une durée raisonnable.</p> <p>(Le commerçant a l'obligation de vous lire le texte ci-dessus.)</p> <p>La Loi sur la protection du consommateur accorde une garantie sur tous les biens que vous achetez ou louez d'un commerçant.</p> <p>Le bien doit pouvoir servir:</p> <ul style="list-style-type: none">• À l'usage auquel il est normalement destiné (article 37 de la Loi);• À un usage normal pendant une durée raisonnable, qui peut varier selon le prix payé, les dispositions du contrat et les conditions d'utilisation (article 38 de la Loi). <p>Pour plus de renseignements sur cette garantie légale, consultez le site de l'Office de la protection du consommateur au www.opc.gouv.qc.ca.</p>

Appendix: High Voltage Battery and Drive Unit Extended Service Agreement Cancellation Form

The easiest way to cancel Your Battery ESA is on the Tesla App. However, if You wish to submit a cancellation form, Appendix to SC-25-00-018, "[High Voltage Battery and Drive Unit Extended Service Agreement Cancellation Form](#)", can be provided upon request. You may submit the completed form to Your Tesla Service Center.