

TESLA ROADSIDE ASSISTANCE POLICY

WHEN DOES COVERAGE START AND END?

Tesla Roadside Assistance ("Roadside Assistance") is a complimentary service offered for vehicles covered by an active Tesla Basic Vehicle Limited Warranty or Extended Service Agreement. Please refer to the terms and conditions in your warranty document or service agreement to determine whether you are eligible for Roadside Assistance.

WHO IS COVERED?

The owner or owner-authorized driver of a Tesla vehicle covered by the New or Used Basic Vehicle Limited Warranty or Extended Service Agreement residing in a country where Tesla has an official Tesla Store or Tesla Service Center

Roadside Assistance services are transferable with the resale of a Tesla vehicle for the time remaining on the coverage period, provided that you notify Tesla and provide sufficient proof of the ownership change. If the vehicle was not purchased directly from Tesla, it is the new owner's responsibility to notify and provide Tesla with sufficient proof of ownership.

NOTE: The following regions are excluded from Roadside Assistance coverage: Outermost regions of the EU (French Guiana, Guadeloupe, Martinique, Mayotte, Reunion Island and Saint-Martin, Azores and Madeira, and the Canary Islands), territories of European countries located overseas, Ceuta, Melilla, and countries that do not have a Tesla Store or Tesla Service Center.

WHAT IS COVERED?

Pricing and availability of Tesla Roadside Assistance is subject to change and dependent on location.

Towing

For vehicles that cannot be driven as a result of a malfunction attributable to a warrantable issue, Tesla covers transportation services for the first 500 miles (800 km)* to the nearest Tesla Service Center. If it is determined that the malfunction is not covered by the New or Used Basic Vehicle Limited Warranty or an Extended Service Agreement, you are responsible for the transportation costs. You are also responsible for transportation costs beyond 500 miles (800 km) and any additional transportation costs from the Tesla Service Center.

In all situations where a tow is required, it is your responsibility to provide vehicle transporters with the instructions included in the owner's manual. Tesla is not responsible for any damage caused by failure to follow these instructions or heed the warnings provided in the Roadside Assistance Policy. For assistance with proper towing procedures, please call or provide the vehicle transporter with the Roadside Assistance number for your region (see Roadside Contact Numbers).

*China has no distance restriction on vehicle towing resulting from a warrantable failure.

Flat Tires

Tesla will provide Roadside Assistance to owners who experience a flat tire within 50 miles (80 km) of a Tesla

Service Center. If a tow is necessary, Tesla covers the transportation costs for the first 50 miles (80 km) provided the vehicle is towed to a Tesla Service Center and you complete the tire repair and/or replacement through Tesla directly. In all other situations, including if Tesla cannot complete the tire repair and/or replacement because you have aftermarket wheels and/or tires, Tesla may still be able to assist you with towing the vehicle at your full cost, due at time of tow. In all cases, you are responsible for the cost of the tire repair and/or replacement. In the event of a tow, see "Towing" above for instructions.

Lockout Service

In some cases, Tesla may be able to remotely unlock your vehicle upon proper verification. If your vehicle is offline (not connected to a cellular network or Wi-Fi) or if Tesla is otherwise unable to remotely unlock your vehicle, and the Tesla mobile app is not functioning due to a Tesla network issue, the Roadside Assistance team will attempt to assist, as appropriate and subject to availability. This assistance may include retrieving your key, manually unlocking your vehicle, or towing your vehicle to the nearest Tesla Service Center. If a tow is necessary, Tesla covers the transportation costs for the first 50 miles (80 km) provided the vehicle is covered under a New or Used Basic Vehicle Limited Warranty or an applicable Extended Service Agreement. In all other situations, Tesla may still be able to assist you with towing the vehicle at your full cost, due at time of tow. In the event of a tow, see "Towing" above for instructions.

WHAT IS NOT COVERED?

Tesla Roadside Assistance is intended to minimize inconvenience if your vehicle becomes inoperable, however, Roadside Assistance services may not be available in all situations or if available, may be subject to fees/charges (with advance notice). Below are some examples of what is not covered, subject to change:

- Transportation costs from the Tesla Service Center following completion of service or repairs (i.e. Tesla is not responsible for costs associated with returning your vehicle to your home).
- Tire repair or replacement where tire repair and/or replacement is not completed through Tesla directly or if Tesla cannot complete the tire repair and/or replacement because you have aftermarket wheels and/or tires.
- Hazardous conditions; including acts of God, dangerous elemental environments, or conflict zones, regions, or areas that are not in control of local authorities.
- Vehicle modifications that do not allow for service or towing without the risk or damage or use of specialized equipment.
- Any issues or additional requirements that may arise from Customs clearances.
- Costs associated with ferry crossings, toll roads/bridges, congestion charges, special VAT regulations or customs procedures.
- Arrangement of cross border transport to or from countries out of the European Union and/or European Free
 Trade Association.
- Accidents, collisions, objects striking the vehicle, damage caused by road fixtures.
- Depletion of high voltage battery, including but not limited to having the proper charging equipment.
- Depletion of low voltage battery due to normal wear and tear.
- Driving the vehicle off-road, or over uneven, rough, damaged or hazardous surfaces.
- Racing or autocross.
- Extraction due to being stuck in mud, snow, sand or other soft surfaces.
- Vehicle abuse or negligence.
- Vandalism.
- Installing and removing snow chains.
- Broken window repair or replacement.
- Vehicle being demonstrated or delivered by motor trades, or used under trade or export plates.

- Fines, fees, damages or taxes associated with impound or other towing as a result of actual or alleged violation of any laws or regulations.
- Transportation of animals or livestock.
- Overloading the vehicle.
- Storage charges before assistance is given.
- Long distance transportation of caravans, trailers or objects such as bicycle racks or cargo boxes.
- Transportation of the vehicle or driver when the Tesla mobile app is out of service and the vehicle's key is not present.
- Reimbursement of Roadside Assistance procured without Tesla's involvement or advance authorization.
- Any other exclusions or limitations described in the New or Used Vehicle Limited Warranty.

Roadside Assistance is limited to one service call per incident. Tesla reserves the right to limit services and reimbursement to an owner or driver when, in its sole discretion, claims become excessive in frequency or occurrence. Tesla also reserves the right to revise or discontinue specific Roadside Assistance services at any time without notice or refund/reimbursement/credit to the owner. Tesla's liability is expressly limited to the cost of the applicable listed benefits. Benefits exclude any costs related to alternate roadside assistance arranged by you or services outside the designated warranty region as defined in your warranty documents.

This is not a warranty. Any implied and expressed warranties and conditions arising under applicable local laws or statutes or otherwise in law or equity, are disclaimed to the fullest extent allowable by law, or limited in duration to the coverage period. Tesla may subcontract to an independent service provider the provision of Roadside Assistance and disclaims liability for any acts or omissions performed by such providers. If you believe the service provider mishandled or otherwise damaged your vehicle or personal property, please inform your Tesla Service Center, but you must direct any formal demands or claims to the service provider.

Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of, or relating to, Roadside Assistance, including, but not limited to, loss of vehicle value, time, income, personal or commercial property, or use, inconvenience or aggravation, emotional distress, commercial loss (including lost profits or earnings), bus fares or other transportation costs, vehicle rental, gasoline or lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses. The exclusions and limitations in the preceding sentence 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.