

# TESLA PARTS, BODY & PAINT REPAIR LIMITED WARRANTY

EFFECTIVE DATE: 2024/07/08

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This Tesla Parts, Body & Paint Repair Limited Warranty applies to:

- Tesla branded and manufactured parts purchased directly from Tesla over-the-counter, online or purchased and installed by Tesla Service or Tesla Body Shops ("Parts"); and
- Tesla-branded and manufactured Roadster parts that have been previously used in another Tesla
  vehicle sold for use as a used part directly by Tesla Service ("Used Parts").

Subject to the exclusions and limitations described below, this Tesla Parts, Body & Paint Repair Limited Warranty covers the repair or replacement necessary to remedy any "failures" that are determined by Tesla to have occurred under normal use of Tesla-manufactured Parts and Used Parts that are approved or branded by Tesla and purchased directly from Tesla. At Tesla's discretion, covered Parts may be repaired or replaced by a new or remanufactured Part, and any Part replaced under this Limited Warranty becomes the property of Tesla (subject to the customer's inspection, upon request made prior to the repair). Used Parts may be repaired, replaced with a Used Part, or the purchase price may be refunded. Any Parts repaired or replaced under the Tesla New Vehicle Limited Warranty, Tesla Used Vehicle Limited Warranty, or an active Tesla Service Plan are covered for the duration of that applicable warranty or plan, and does not extend beyond that duration.

"Failure" means the complete failure or inability of a covered Part or Used Part to perform the function(s) for which it was designed due to defects in material or workmanship of the Part or Used Part manufactured or supplied by Tesla that occur under normal use and is subject to the Warranty Limitations listed below. Failure does not include the gradual loss in operating performance due to normal wear and tear or a cosmetic difference or change in a Part or Used Part.

#### **Coverage Period - Parts**

This Tesla Parts, Body & Paint Repair Limited Warranty begins on the Part(s)' purchase date and provides coverage for the period of 12 months or 20,000 km, whichever comes first, with the exception that specific categories of parts have unique warranty coverage periods as outlined in the table below:

Sheet Metal	Limited Lifetime
Drive Unit*	4 years or 80,000 km, whichever comes first
Vehicle High Voltage Battery*	4 years or 80,000 km, whichever comes first
Wall Connector	4 years
Touchscreen and Media Control Unit	2 years or 40,000 km, whichever comes first
Clear Protection Film**	10 years
Color Paint Film**	5 years

<sup>\*</sup>Excludes the Tesla Roadster which has a warranty of 2 years or 25,000 miles (40,000 km), whichever comes first.

# **Coverage Period - Roadster Used Parts**

This Tesla Parts, Body & Paint Repair Limited Warranty begins on the Used Part(s) purchase date and provides coverage for the period of 6 months or 6,000 miles (10,000 km), whichever comes first.

<sup>\*\*</sup> Only available in the United States: Excludes defects in workmanship (installation), which has a warranty of 12 months or 12,500 miles (20,000 km), whichever comes first.

#### **General Terms and Conditions**

#### **Labor Coverage**

If the Part or Used Part was installed by Tesla, this Tesla Parts, Body & Paint Repair Limited Warranty also covers any labor charges to repair or replace the covered Part.

Tesla will not cover any labor charges or costs associated with work performed by any non-approved third-party vendor, including power wall installers and certified technicians.

#### **Body and Paint Repair**

This Tesla Parts, Body & Paint Repair Limited Warranty applies to repairs that are not provided under goodwill or not otherwise performed by Tesla free of charge, and provides a limited lifetime coverage on body and paint repairs performed by Tesla. The limited lifetime body repair warranty includes repairs for cracking, pitting, and deterioration of body parts but excludes damage caused by rust. The limited lifetime paint repair warranty includes repairs for peeling and cracking of paint or topcoat, and loss of gloss caused by hazing.

#### Clear Protection or Color Paint Films (U.S. only)

Clear Protection Films or Color Paint Films purchased from Tesla and installed by a Tesla Service Center or Tesla authorized repair facility are covered by this Tesla Parts, Body & Paint Repair Limited Warranty if the repair or replacement is necessary to remedy any defects in material or installation that occur under normal use, subject to the exclusions and limitations described herein.

Examples of defects in material include discoloration, yellowing, and blistering and examples of defects in installation include peeling, lifting or bubbling.

#### Parts Included with Initial Vehicle Purchase

Select Parts, such as a Tesla mobile connecter and adapters that were included as standard equipment with the purchase of a new or used Tesla vehicle are covered under the applicable New Vehicle Limited Warranty or Used Vehicle Limited Warranty.

# Repaired or Replaced Parts

Any Parts or Used Parts repaired or replaced under this Tesla Parts, Body & Paint Repair Limited Warranty continue to be covered by the applicable original warranty period of the repaired or replaced Part or Used Parts (mentioned above in "Coverage Period") or for a period of 90 days, whichever is longer.

# **Customer Obligation**

To obtain benefits under this Tesla Parts, Body & Paint Repair Limited Warranty, the Tesla owner must provide proof of purchase of the Part or Used Part, or body or paint repair before requesting service.

# Transferability

With the exception of body and paint repairs, this Tesla Parts, Body & Paint Repair Limited Warranty can be transferred to subsequent owner(s) as long as they comply with coverage terms, including proof of purchase showing that the covered Part or Used Partwas purchased directly from Tesla. Coverage for body and paint repairs does not transfer to subsequent owner(s).



#### **Warranty Limitations**

This Tesla Parts, Body & Paint 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, modifications, other defective parts, negligence, accident, collision, impact, or lack of or improper use, installation, maintenance, storage or transport, including, but not limited to, any of the following:

- Failure to follow the instructions, maintenance and warnings published in the documentation supplied;
- External factors, including but not limited to, physical impact force, faulty or damaged electrical
  wiring, 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;
- Any corrosion or paint defects including, but not limited to, 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;
- Failure to contact Tesla upon discovery of a defect covered by this Tesla Parts, Body & Paint Repair Limited Warranty; any repair, alteration or modification to covered Parts, or the installation or use of any Parts or accessories, made by a person or facility not authorized or certified to do so;
- · Lack of or improper repair or maintenance, including use of non-genuine Tesla accessories or Parts;
- · Coverage under any other warranty or insurance:
- · Failure due to damage from off-road or marine use:
- · Parts installed in vehicles for racing, competition or commercial use; and,
- · Charging equipment used for commercial purposes.

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### **General Terms and Conditions**

#### **Exclusions**

This Tesla Parts, Body & Paint Limited Warranty does not cover:

- · Parts not purchased directly from Tesla; and
- · Non-Tesla Parts including tires.

Although Tesla does not require you to perform all maintenance, service or repairs at a Tesla Service Center or Tesla authorized repair facility, this Tesla Parts, Body and Paint Limited Warranty may be voided, or coverage may be excluded, due to lack of or improper maintenance, installation, service or repairs.

### **Your Rights Under Local Laws**

This Tesla Parts, Body & Paint Repair Limited Warranty gives you specific contractual rights. These rights do not substitute or affect any *mandatory* statutory rights under your local laws. This could mean that you may have additional rights arising from your local laws including, but not limited to, any *mandatory* statutory warranty rights.



THIS TESLA PARTS, BODY & PAINT REPAIR LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA PARTS, USED PARTS, AND BODY AND/OR PAINT REPAIRS. All other implied or express warranties or conditions are disclaimed to the fullest extent allowed by the law in your Warranty Region, including but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose, durability, or those arising out of a course of dealing or usage of trade. Some Warranty Regions do not allow limitations on implied warranties or conditions and/or how long and implied warranty or condition lasts, so the above may not apply to you. To the fullest extent allowable by your local law, a refund for the Part (Australia only), the performance of necessary repairs and/or replacement of new, reconditioned, or remanufactured Parts by Tesla for the covered defect is the exclusive remedy under this Tesla Parts. Body & Paint Repair Limited Warranty or any implied warranties. In the case of Used Parts, the Used Part will be inspected to determine the reason for failure, and if covered, the customer shall be provided with a replacement Used Part or a refund of the purchase price at the discretion of Tesla. To the maximum extent permissible under your local law, liability is limited to the reasonable price for repair or replacement of the applicable Tesla Part. not to exceed the manufacturer's suggested retail price and associated charges for labor, installation, removal, or towing (if applicable and not subject to exclusion). Replacement may be made with Parts of like kind and quality, including non-original manufacturer's Parts, or reconditioned or remanufactured Parts, as necessary and/or appropriate. 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. Please see Warranty Claims on page 7 for information on applicable laws in your Warranty Region.

Tesla shall not be liable for any defects under this Tesla Parts, Body & Paint Repair Limited Warranty that exceed the fair market value of the applicable Tesla part at the time immediately preceding the discovery of the defect. In addition, the sum of all benefits payable under this Tesla Parts, Body & Paint Repair Limited Warranty shall not exceed the price you paid for the applicable Tesla Part.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Tesla Parts, Body & Paint Repair Limited Warranty.

Subject to local laws and regulations, and 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 Part, Body & Paint Repair, including, but not limited to, transportation to and from a Tesla Authorized Service Center, loss of the Tesla Part or Used Part, including any 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.

Subject to local laws and regulations, and to the maximum extent permissible under local law, 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.

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 website 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 website for your region.

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.



#### **Limitations and Disclaimers**

Nothing in this Tesla Parts, Body & Paint Repair 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, fraud or fraudulent misrepresentation, or any other liability to the extent the same is proven in a court of competent jurisdiction in a final non-appealable judgment and may not be excluded or limited as a matter of local law.

#### **Warranty Claims**

#### New Zealand

The Parts, Body & Paint Repair Limited Warranty is provided in addition to, and does not exclude, restrict, modify or limit any rights you have under the Consumer Guarantees Act 1993 (NZ) and the Fair Trading Act 1986 (NZ) (together, the **New Zealand Consumer Laws**).

If goods or services covered by this warranty are acquired for the purposes of a business then the Consumer Guarantees Act1993 (NZ) shall not apply to the sale and purchase of those goods and services.

Your rights under the New Zealand Consumer Laws may also apply to any repaired or replacement goods or services covered by this warranty.

In New Zealand, the Parts, Body & Paint Repair Limited Warranty is given by Tesla New Zealand ULC.

#### **Claim Procedure**

To make a claim under this Parts, Body & Paint Repair Limited Warranty you will need to contact Tesla at the address, email address or telephone numbers listed below for the country in which the Tesla goods or services were purchased and provide the following information:

- 1. Your name and contact information;
- 2. Proof of the original purchase of your goods or services; and
- 3. A description of the alleged defect(s) and any attempts made to resolve the concerns, including any attempted repairs or services not performed by or on behalf of Tesla.

If you make a claim in accordance with the above claim procedure and a fault with your goods or services is covered by the terms of this Parts, Body & Paint Repair Limited Warranty, Tesla will bear the cost of repairs to or replacement of your goods or services. All other expenses of claiming under the Parts, Body & Paint Repair Limited Warranty will be borne by you unless you are entitled to those costs under applicable laws, including without limitation the Australian Consumer Law and the Consumer Guarantees Act 1993 (NZ).

If any goods or services are replaced or reperformed under the Parts, Body & Paint Repair Limited Warranty, the remainder of the original warranty period under that warranty will apply to the replacement product, subject to any non-excludable rights and remedies you have under local laws in your country or region in respect of the repaired or replacement product.

Tesla New Zealand ULC 147 Kirkbride Road Mangere, Auckland 2022 New Zealand

New Zealand

Phone: 0800 005 431 (Toll Free)

Email: csnz@tesla.com



To the fullest extent allowed by the law of your jurisdiction, Tesla requires that you first provide written notification of any dispute related to this Tesla Parts, Body & Paint Repair Limited Warranty within a reasonable time, and within the applicable coverage period specified in this Tesla Parts, Body & Paint Repair Limited Warranty, and allow Tesla an opportunity to make any needed repairs before pursuing the dispute further. Please send written notification seeking dispute resolution to the address for your region as shown below:

Warranty Region	Contact Information
New Zealand	Tesla New Zealand ULC 147 Kirkbride Road Mangere, Auckland 2022 New Zealand Phone: 0800 005 431 (Toll Free) Email: csnz@tesla.com

#### Please include the following information:

- · Vehicle Identification Number (VIN) of your Tesla vehicle;
- Tesla part (including 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 or preferred by you;
- · Description of the issue, concern, or dispute; and,
- 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.

# TESLA