

## MODEL S MODEL X MODEL 3 MODEL Y

### USED VEHICLE LIMITED WARRANTY

EUROPE EFFECTIVE DATE: 2024/07/08 General Warranty Provisions.....2

Exclusions and Limitations.....4

Obtaining Warranty Service.....8

Country-Specific Consumer Disclosures.....9

Tesla, Inc., or the relevant entity listed below in the section Warrantor on page 2, ("Tesla") will provide repairs to Model S, Model 3, Model X, and Model Y used 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 Used Vehicle Limited Warranty. Your rights and Tesla's obligations under this Used Vehicle Limited Warranty apply only within the Warranty Region where this Used Vehicle Limited Warranty was first provided with Model S, Model 3, Model X and Model Y used vehicles sold by and delivered directly from Tesla. The terms of this Used Vehicle Limited Warranty will not apply if you bring your Model S, Model 3, Model X or Model Y used 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 X and Model Y used vehicle was first sold by and delivered directly from Tesla with this accompanying Used 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
Europe Includes United Kingdom	Tesla Motors Netherlands B.V. Burgemeester Stramanweg 122, 1101 EN Amsterdam, Netherlands Phone: 020 365 00 08

#### **Used Vehicle Limited Warranty**

Subject to separate coverage for certain parts and the exclusions and limitations described in this Used Vehicle Limited Warranty, Tesla used vehicles will be covered by this Used Vehicle Limited Warranty for 1 year or 20,000 km (whichever comes first), starting from (1) the expiration date and mileage of the original 4 year/80,000 km Basic Vehicle Limited Warranty (if any), or (2) if the original 4 year/80,000 km Basic Vehicle Limited vehicle or is no longer in effect, the date and mileage on the vehicle's odometer at the time of Tesla's delivery of the used vehicle to you.

The specific mileage limitation of this Used Vehicle Limited Warranty applicable to your Tesla used vehicle is determined by the official units of measurement used in your Warranty Region.

#### Coverage

This Used 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 (with the exception of parts covered under the original New Vehicle Limited Warranty's Battery and Drive Unit Limited Warranty, Wearing Parts Limited Warranty (China only), Supplemental Restraint System (SRS) Limited Warranty and Body Rust Limited Warranty) that occur under normal use.

This Used Vehicle Limited Warranty does not extend or otherwise alter the vehicle's original New Vehicle Limited Warranty. The balance (if any) of the New Vehicle Limited Warranty, including the original Basic Vehicle Limited Warranty, Battery and Drive Unit Limited Warranty, Wearing Parts Limited Warranty (China only), Supplemental Restraint System (SRS) Limited Warranty and Body Rust Limited Warranty, if applicable pursuant to its terms and conditions, applies to your Tesla used vehicle and remains in effect concurrently with this Used Vehicle Limited Warranty.

#### **Multiple Warranty Conditions**

This Used 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 Used Vehicle Limited Warranty.

#### Limitations and Disclaimers - Local Laws

THE ORIGINAL NEW VEHICLE LIMITED WARRANTY AND THIS USED VEHICLE LIMITED WARRANTY (AS APPLICABLE) ARE THE ONLY EXPRESS WARRANTIES 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 Country-Specific Consumer Disclosures on page 9 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 Used 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 Used Vehicle Limited Warranty. The decision of whether to repair or replace a part or to use a new, reconditioned, or re-manufactured part will be made by Tesla, in its sole discretion.

#### **Ownership Transfer**

This Used Vehicle Limited Warranty is transferable at no cost to any private retail purchaser (i.e., for non-commercial use, primarily for personal, family, or household purposes) who subsequently and lawfully assumes ownership of the used vehicle with this Used Vehicle Limited Warranty in effect through a purchase or transfer directly from a previous private retail purchaser within the described limitations of this Used Vehicle Limited Warranty ("subsequent private retail purchaser").

#### Warranty Ownership

The first private retail purchaser (i.e., for non-commercial use, primarily for personal, family, or household purposes) of a Model S, Model 3, Model X or Model Y used vehicle which was sold and delivered directly to such purchaser by Tesla with this Used Vehicle Limited Warranty, or a subsequent private retail purchaser of that used vehicle who purchased or transferred title directly from a private retail purchaser with this Used Vehicle Limited Warranty, subject to its terms and conditions. The Tesla used vehicle must be titled or registered in the name of the purchaser according to the laws in the applicable Warranty Region.

#### **Remedies Under this Used Vehicle Limited Warranty**

The exclusive remedy available to you under this Used 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 Used 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. The above is without prejudice to your rights as described in Limitations and Disclaimers; Local Laws on page 3 and Country-Specific Consumer Disclosures on page 9.

#### Warranty Limitations

This Used 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 Used 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 modification 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 (excluding 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;
- 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; and,
- Damage, wear and tear, blemishes, or other fit and finish concerns that were present at the time of Tesla's delivery of the Tesla used vehicle.

#### Additional Limitations and Exclusions

In addition to the above exclusions and limitations, this Used Vehicle Limited Warranty does NOT cover:

- Any used vehicle that was not purchased directly from a private retail purchaser (i.e., for noncommercial use, primarily for personal, family, or household purposes) with a Used Vehicle Limited Warranty in effect, including without limitation, used vehicles purchased from an auction house, wholesaler, third party retailer or reseller, tow yard, etc.;
- Any used vehicles purchased for resale purposes or used for commercial purposes (not used primarily for personal, family, or household purposes), including without limitation, pick-up and delivery services, ride-sharing, taxi, limousine, or other passenger-for-hire services, hauling, construction or moving services, government, military or emergency use, use by multiple drivers, etc.;
- Any parts covered under the vehicle's original New Vehicle Limited Warranty's Battery and Drive Unit Limited Warranty, Wearing Parts Limited Warranty (China only), Supplemental Restraint System (SRS) Limited Warranty and Body Rust Limited Warranty;
- Any parts (e.g., modems, SIM cards, etc.) or hardware or software retrofits, changes, adjustments, upgrades or updates (including any applicable labor) required to access (including, without limitation, cellular or other network or system connectivity or technology standard, browser or network protocols), use or maintain compatibility with any features or services externally supplied to the vehicle, including, without limitation, streaming/radio/satellite media, navigation systems or maps, internet browsers, entertainment, etc.;
- · 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;
- Minor adjustments, including addition of sealant, insulation, or replacing and/or re-torquing of nuts and bolts (or the like);
- 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 Used 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;
- Keyfob batteries;
- 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:
  - Low voltage (LV) battery;

- · Wheel alignment or balancing;
- Appearance care for the interior and exterior, including cleaning and polishing, dent removal, rectifying upholstery wrinkles, scrapes, scratches, or blemishes, wear and tear items, road rash, and the like;
- Appearance care (such as cleaning and polishing); and
- Expendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.).

#### **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 Used 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.

Although Tesla does not require you to perform all service or repairs at a Tesla Service Center or Tesla authorized repair facility, this Used Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs.

The following will also void this Used 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.

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 the Warrantor on page 2 section of this Used 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 is available to you 24/7 by contacting your local Tesla support number. The vehicle must be covered by the original New Vehicle Limited Warranty or this Used Vehicle Limited Warranty and located in your specific Warranty Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under the original New Vehicle Limited Warranty or this 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 Used 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 Used 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 Used 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 Used Vehicle Limited Warranty.

While many jurisdictions have laws, commonly called "Lemon Laws," that provide you with certain rights if you experience problems with your vehicle, most of these laws do not apply to used vehicles that are no longer covered by a New Vehicle Limited Warranty. 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 Used 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.

Please send written notification seeking dispute resolution to the address for your region as specified in Warrantor on page 2. 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 Used 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).

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