

**From:** [Ann Marie L Ambrose](#)  
**To:** [EVOO \(NHTSA\)](#); [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** ODI# 11287033  
**Date:** Friday, January 24, 2020 5:02:43 PM  
**Attachments:** [Model S info-Tesla-5YJSA1CG5DF\[REDACTED\].pdf](#)  
[tesla-new-vehicle-limited-warranty-en-us.pdf](#)

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Re: [EXTERNAL] Fwd: Our Tesla Model S 60

- To: Mr. McCarthy  
CC: Governmental Oversight agencies and State of California representatives that are tracking this  
BCC: All others so they are aware this is being responded to

It is imperative that to provide best transparency we get facts and not your opinions of it's the drivers fault for a defective battery under warranty.

We need a resolution sooner than later as not having a car or replacement is very disruptive. It is also newsworthy to provide resources to the many others that all the message boards are also affected.

Please provide the details of your battery health check procedure and results?

Furthermore, cite the Owner's Manual section(s) you are referring to?

All is being done as your experts have noted and the battery is still sub-par defective while under warranty. Please confirm if you are denying the battery warranty claim?

The battery has less than a 70% retention. We are attempting to continue to troubleshoot a defective battery that you claim and need to prove is functional. It is inoperative to the consumer but from your desk appears to be perfectly normal.

Model S  
VIN: 5YJSA1CG5DF[REDACTED]  
[Owner's Manual](#)

Warranty  
[Learn More](#)

Battery and Drive Unit

8 years

Battery and Drive Unit Limited Warranty

Battery and Drive Unit Limited Warranty The Tesla lithium-ion battery (the "Battery") and Drive Unit are extremely sophisticated power train components designed to withstand

extreme driving conditions. You can rest easy knowing that Tesla's state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below. If your Battery or Drive Unit requires warranty repair, Tesla will repair the unit, or replace it with a new, reconditioned or re-manufactured part at the sole discretion of Tesla. The warranty replacement may not restore the vehicle to a "like new" condition, but when replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred while taking into consideration other factors, including the age and mileage of the vehicle. To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.) Your vehicle's Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of:

- Model S and Model X - 8 years (with the exception of the original 60 kWh battery manufactured before 2015 that is covered for a period of 8 years or 125,000 miles/200,000km, whichever comes first).
- Model 3 with Standard or Mid-Range Battery - 8 years or 100,000 miles (160,000 km), whichever comes first, with minimum 70% retention of Battery capacity\* over the warranty period.

Reference:

This has been reported to various governmental oversight agencies:

1) Department of Consumer Affairs (DCA) Bureau of Automotive Repair (BAR) Tracking Number: [REDACTED]

2) National Center for Dispute Settlement, LLC (NCDS) Claim Reference Code: [REDACTED] submitted for free arbitration. Attached warranty information.

Reference

California Dispute Settlement Program  
P.O. Box 526  
Mt. Clemens, MI 48046  
1-866-629-3204

USA: Tesla, Inc. Attention: New Vehicle Limited Warranty P.O. Box 15430 Fremont, CA 94539  
Phone: 1 877 79 TESLA (1-877-798-3752)

Dispute Resolution Through the National Center for Dispute Settlement (NCDS) In the event that an amicable settlement is not reached, Tesla offers an optional dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT ("NCDS") P.O. Box 526 Mt. Clemens, MI 48046

1-866-629-3204 This dispute settlement program administered by NCDS is free of charge to you and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

3) National Highway Traffic Safety Administration Filed complaint 11287033  
[REDACTED]

4) You can reach the following State of California representatives who are also included on this email:

Senator Dianne Feinstein

Senator Kamala Harris

Retired Senator Barbara Boxer

Congressman John Garamendi

Congresswoman Doris Matsui

[REDACTED]

## 1. THIS IS NOT DEGRADATION

This has been officially stated and re-confirmed by Tesla in multiple public statements. If you are unsure of what Degradation is, or whether your battery is losing range due to degradation or downgrade, skip to step 2. All batteries lose range to degradation over time. No batteries should be artificially capped to a software limited reduction in range or power without your consent or knowledge.

Starting with Firmware 2019.16.1 Tesla has begun to reduce kWh capacity and horsepower by reducing the battery's maximum charge voltage. They also reprogram the battery display to make it appear as if the newly lowered charge value appears to be "100%" when it really isn't.

This cap is achieved in exactly the same way Tesla limited some 75kwh battery-equipped cars 60 kwh usable capacity, or 85kWh BTX8 cars to 75kWh, or limit Model 3 SR cars to lower range than Model 3 SR+ even though they share the same battery. The subsequent updates reduced charging speeds substantially for many people, though not all have had their range or power taken away yet. It is important to note that reduction of charging speeds is a separate issue to the capping of the battery. Some owners have been capped but not had their charging rate reduced, and vice versa. And some owners' cars suffer from both conditions.

## 2. AM I AFFECTED?

Degradation is the slow and natural loss of storage capacity batteries experience over time. In simplest terms, it is a slow loss of storage capacity experienced when charging to the same voltage as always. This is different than Tesla's battery capping, which is a voltage limit below

“true” 100% that reduces range by not allowing the battery to be fully charged. Unlike degradation, capping has another side effect - it makes your car to perform slower too. Also unlike degradation it can be fixed by a software update to remove the cap.

Here is how you can see whether your battery has lost range due to degradation, or if it has been voltage capped by Tesla:

Model S/X

Charge to 100%. Using CANBUS tools, if your car’s cell volts @ 100% are close to 4.2v (real world readings are usually 4.198 or similar, don’t expect true 4.2v but you should be very close) you are OK. If you consistently charge to 4.18v or less @ 100% regardless of temperature, etc., you have probably been capped. Please add yourself to this spreadsheet:

[Tesla battery capacity loss with FW 2019.16.2](#)

...

On Thu, Jan 23, 2020 at 2:37 PM Ryan McCarthy <[rmccarthy@tesla.com](mailto:rmccarthy@tesla.com)> wrote:

[REDACTED],

Thank you for the information. As you know, our service team already performed a battery health check at your request (which I understand you’ve refused to pay for) and advised there is no fault in the battery. Your battery consumption will accelerate when you sustain speeds of 80+ mph as you’ve been doing (like in a gas car), so I encourage you to review the Owner’s Manual section regarding range and best practices to get the most miles on a charge.

Thank you.

Ryan A. McCarthy | Managing Counsel  
901 Page Avenue, Fremont, CA 94538  
p. +1 (510) 602-3267 | [rmccarthy@tesla.com](mailto:rmccarthy@tesla.com)

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From: [REDACTED] >

Sent: Thursday, January 23, 2020 8:22 AM

To: Ryan McCarthy <[rmccarthy@tesla.com](mailto:rmccarthy@tesla.com)>

Cc: Reviewing Board [REDACTED]  
Subject: [EXTERNAL] Fwd: Our Tesla Model S 60

Dear Mr McCarthy,  
Please review and respond.

Thanks,

----- Forwarded message -----

From: [REDACTED]  
Date: Tue, Jan 21, 2020, 9:36 AM  
Subject: Our Tesla Model S 60  
To: Christopher Elder <[chelder@tesla.com](mailto:chelder@tesla.com)>  
Cc: Reviewing Board <[reviewingboard@gmail.com](mailto:reviewingboard@gmail.com)>, Michelle [REDACTED]

Hi Christopher,

Please see below. This is really what you guys expect to be normal function? Additionally, after nearly waiting 6 hours for battery charge, it only lasts for one and half hour of road trip.

[tesla-new-vehicle-limited-warranty-en-us.pdf](#)1.2MB

[\\_Model S info-Tesla-5YJSA1CG5DFP15559.pdf](#)81.3KB



[REDACTED]

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[Back to Vehicle Page](#)



## Model S

VIN: 5YJSA1CG5DF [REDACTED]

[Owner's Manual](#)

### Exterior

Solid White Paint

19" Wheels

### Options

No Battery Performance

No Driver's Assistance

### Supercharging Status

[Learn More](#)

No Supercharging Capability

### Warranty

[Learn More](#)

### Battery and Drive Unit

8 years

### New Vehicle Limited Warranty

4 years or 50,000 miles, whichever comes first

[Remove this car from your account](#) ⓘ

[Get Started](#)



**MODEL S  
MODEL X  
MODEL 3**

**NEW VEHICLE LIMITED WARRANTY**

EFFECTIVE DATE: FEB 1, 2019

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TESLA TESLA MOTORS

TESLA MODEL S MODEL X  
ROADSTER MODEL 3

TESLA





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# General Warranty Provisions

Tesla, Inc. ("Tesla") will provide repairs to the vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty. Your rights and Tesla's obligations under this New Vehicle Limited Warranty apply within the Warranty Region where your Tesla vehicle was purchased new. The terms of this New Vehicle Limited Warranty will not apply if you bring your Tesla vehicle to a different Warranty Region, unless otherwise required by local law. The Warranty Regions are listed below.

## Who is the Warrantor?

The Warranty Region, summarized below, is based on where the vehicle was first purchased from Tesla.

Warranty Region	Contact Information
USA and Canada	<p><b>USA:</b>            Tesla, Inc.            Attention: New Vehicle Limited Warranty            P.O. Box 15430            Fremont, CA 94539            Phone: 1 877 79 TESLA (1 877 798 3752)</p> <p><b>Canada:</b>            Tesla Motors Canada ULC            1325 Lawrence Ave East            Toronto, ON Canada M3A 1C6            Phone: 1 877 79 TESLA (1 877 798 3752)</p>
Europe	<p>Tesla Motors Netherlands B.V.            Burgemeester Stramanweg 122, 1101 EN            Amsterdam, Netherlands            Phone: 020 365 00 08</p>
Australia	<p>Tesla Motors Australia, Pty Ltd.            10 Herbert Street            St. Leonards NSW 2065, Australia            Phone: 61 2 8015 2834</p>
China	<p>Tesla Motors (Beijing) Co., Ltd.            8F, Tower 3 China Central Place            No.77 Jianguo Road            Chaoyang District, Beijing            Phone: 86 400 910 0707</p>
Hong Kong	<p>Tesla Motors HK Limited            Kong Nam Industrial Building            603-609 Castle Peak Road            Tsuen Wan, New Territories, Hong Kong            Phone: 852 3974 0288</p>
Japan	<p>Tesla Motors Japan            8-5-41, Akasaka, Minato-ku            Tokyo, Japan            Phone: 0120 975 214</p>



Jordan	Tesla Jordan Car Trading, LLC 61 Al-Ummal Street 11118 Bayader Wadi Seer Amman, Jordan Phone: 962 06 580 3130
Korea	Tesla Korea Limited Attention: Vehicle Service Yangcheon-ro 66-gil Gangseo-gu, Seoul, South Korea Phone: 080 822 0309
Macau	Tesla Energia Macau Limitada Lower Ground Floor, the Venetian Macao Estrada da Baía de Nossa Senhora da Esperança, Macau Phone: 853 2857 8038
Mexico	Tesla Mexico Av. Paseo De La Reforma 404 Piso 13 Col. Juárez, Cuauhtemoc Distrito Federal 06600 Phone: 01 800 228 8145
New Zealand	Tesla New Zealand ULC 501 Karangahape Road Auckland, North Island New Zealand Phone: 4 831 8723
Taiwan	Tesla Motors Taiwan, Ltd. No. 6, Lane 11, Section 6 Minquan East Road Nehu District Taipei City 114, Taiwan Phone: 0809 007518
United Arab Emirates	Tesla Motors Netherlands B.V. (Dubai Branch) 146 Sheikh Zayed Road Al Wasi, P.O. Box 73076 Dubai, United Arab Emirates Phone: 971 (0) 4 521 7777

### What Vehicles are Covered?

This New Vehicle Limited Warranty applies to vehicles sold by Tesla in your specific Warranty Region. For purposes of this New Vehicle Limited Warranty, your Tesla specific Warranty Region is defined as the region that your vehicle is first registered in, provided that you return to your specific Warranty Region in order to receive warranty service. Any subsequent 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.



## Multiple Warranty Conditions

This New 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 New Vehicle Limited Warranty.

## Limitations and Disclaimers

THIS NEW VEHICLE LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR TESLA VEHICLE. 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 an implied warranty or condition lasts, so the above limitations may not apply to you.

The performance of necessary repairs and parts replacement by Tesla is the exclusive remedy under this New 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 New Vehicle Limited Warranty. 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.

## Your Rights Under Local Laws

This New Vehicle Limited Warranty provides you with rights that are in addition to the statutory warranty rights that you may have under applicable local law according to the Warranty Region where your vehicle was first purchased. These statutory warranty rights can not be modified, affected or substituted. Tesla also refers you to [Dispute Resolution and Country-Specific Consumer Disclosures](#) on page 11.

## Ownership Transfer

This New Vehicle Limited Warranty is transferable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Warranty ("subsequent purchaser").

## Who Can Enforce this New Vehicle Limited Warranty?

The first retail purchaser, or subsequent purchaser, of a new vehicle sold in your specific Warranty Region, titled or registered in the name of the first retail purchaser, or subsequent purchaser, according to the laws in your specific Warranty Region, can enforce this New Vehicle Limited Warranty subject to the terms of this New Vehicle Limited Warranty.

## When Does the Warranty Period Begin and End?

This New Vehicle Limited Warranty begins on the first day a new vehicle is delivered by Tesla to the first retail or corporate purchaser(s) or lessor(s), or the day it is first put into service (for example used as a demonstrator or company vehicle), whichever comes first, and provides coverage for the period based on the specified warranty as described in the Warranty Coverage section of this New Vehicle Limited Warranty. Parts repaired or replaced, including replacement of the vehicle, under this New Vehicle Limited Warranty are covered only until the applicable warranty period of this New Vehicle Limited Warranty ends, or as otherwise provided by applicable law.



This New Vehicle Limited Warranty includes the Basic Vehicle Limited Warranty, the Supplemental Restraint System (“SRS”) Limited Warranty, and the Battery and Drive Unit Limited Warranty, each as described below.

Without prejudice to your rights as described in [Your Rights Under Local Laws](#) on page 4 and [Dispute Resolution and Country-Specific Consumer Disclosures](#) on page 11, the exclusive remedy available to you under this New Vehicle Limited Warranty is the repair or replacement of new or re-manufactured parts by Tesla for the covered defects. Subject to the exclusions and limitations described in this New 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.

## Basic Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this New Vehicle Limited Warranty, the Basic 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 that occur under normal use for a period of 4 years or 50,000 miles (80,000 km), whichever comes first.

## Supplemental Restraint System (SRS) Limited Warranty

Subject to the exclusions and limitations described in this New Vehicle Limited Warranty, the SRS Limited Warranty covers the repair or replacement necessary to correct defects in the materials or workmanship of the vehicle’s seat belts or air bag system manufactured or supplied by Tesla that occur under normal use for a period of 5 years or 60,000 miles (100,000 km), whichever comes first.

## Battery and Drive Unit Limited Warranty

The Tesla lithium-ion battery (the “Battery”) and Drive Unit are extremely sophisticated powertrain components designed to withstand extreme driving conditions. You can rest easy knowing that Tesla’s state-of-the-art Battery and Drive Unit are backed by this Battery and Drive Unit Limited Warranty, which covers the repair or replacement of any malfunctioning or defective Battery or Drive Unit, subject to the limitations described below.

If your Battery or Drive Unit requires warranty repair, Tesla will repair the unit, or replace it with a new, reconditioned or re-manufactured part at the sole discretion of Tesla. The warranty replacement may not restore the vehicle to a “like new” condition, but when replacing a Battery, Tesla will ensure that the energy capacity of the replacement Battery is at least equal to that of the original Battery before the failure occurred while taking into consideration other factors, including the age and mileage of the vehicle.

To provide you with even more assurance, this Battery and Drive Unit Limited Warranty will also cover damage to your vehicle from a Battery fire even if it is the result of driver error. (Coverage will not extend to damage that had already been sustained before a Battery fire occurred, or to any damage if the Battery fire occurred after your vehicle had already been totaled.)

Your vehicle’s Battery and Drive Unit are covered under this Battery and Drive Unit Limited Warranty for a period of:

- Model S and Model X - 8 years (with the exception of the original 60 kWh battery manufactured before 2015 that is covered for a period of 8 years or 125,000 miles/200,000 km, whichever comes first).
- Model 3 with Standard or Mid-Range Battery - 8 years or 100,000 miles (160,000 km), whichever comes first, with minimum 70% retention of Battery capacity\* over the warranty period.



# Warranty Coverage

- Model 3 with Long Range Battery - 8 years or 120,000 miles (192,000 km), whichever comes first, with minimum 70% retention of Battery capacity\* over the warranty period.

\*For warranty claims specific to Battery capacity, the replacement Battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Battery capacity for the remainder of the warranty period of the original Battery. Note that the vehicle's range estimates are an imperfect measure of Battery capacity because they are affected by additional factors separate from Battery capacity. The measurement method used to determine Battery capacity, and the decision of whether to repair, replace, or provide reconditioned or re-manufactured parts, and the condition of any such replaced, reconditioned or re-manufactured parts, are at the sole discretion of Tesla.

Despite the breadth of this warranty, damage resulting from intentional actions (including intentionally abusing or destroying your vehicle or ignoring active vehicle warnings or service notifications), a collision or accident (excluding from Battery fires as specified above), or the servicing or opening of the Battery or Drive Unit by non-Tesla or non-certified personnel, is not covered under this Battery and Drive Unit Limited Warranty.

In addition, the Drive Unit is subject to the exclusions and limitations described in this New Vehicle Limited Warranty. Damage to the Battery resulting from the following activities is also not covered under this Battery and Drive Unit Limited Warranty:

- Damaging the Battery, or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in your owner manual and any documentation provided by Tesla) or reduce the life of the Battery;
- Exposing the Battery to direct flame (excluding from Battery fires as specified above); or
- Flooding the Battery.

The Battery, like all lithium-ion batteries, will experience gradual energy or power loss with time and use. Loss of Battery energy or power over time or due to or resulting from Battery usage is NOT covered under this Battery and Drive Unit Limited Warranty, except to the extent specified in this Battery and Drive Unit Limited Warranty. See your owner documentation for important information on how to maximize the life and capacity of the Battery, failure to follow these recommended battery maintenance and charging procedures shall void this Battery and Drive Unit Limited Warranty.

## Body Rust Limited Warranty

This Body Rust Limited Warranty covers rust perforation (hole through the body panel from the inside outwards) resulting from a defect in material or workmanship for a period of 12 years and unlimited miles, excluding the following:

- Vehicles treated against rust, i.e., procedures commonly referred to as rustproofing or undercoating;
- Corrosion from defects in non-Tesla manufactured or supplied materials or workmanship causing perforation 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 caused by, due to, or resulting from accidents, 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.

For more information on other paint, rust or corrosion concerns that are excluded from this New Vehicle Limited Warranty, see [Additional Limitations and Exclusions](#) on page 7.



## Warranty Limitations

This New 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 New 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 use of fluids, parts or accessories other than those specified in your owner documentation;
- 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 unauthorized access to vehicle data or software from any source, including non-Tesla parts or accessories, 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 (applies only to Model S and Model 3);
- 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; and
- 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.

## Additional Limitations and Exclusions

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

- 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;
- 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;



# Exclusions and Limitations

- 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;
- Tires, which have their own warranties and are subject to their own terms and conditions, which will be provided to you as applicable;
- 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:
  - Wheel alignment or balancing;
  - Appearance care (such as cleaning and polishing);
  - Expendable maintenance items (such as wiper blades/inserts, brake pads/linings, filters, etc.); and
  - Minor adjustments, including addition of sealant, insulation, or replacing and/or re-torquing of nuts and bolts (or the like).

## 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 transferred to each subsequent purchaser. You may void this New 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 New Vehicle Limited Warranty may be voided or coverage may be excluded due to improper maintenance, service or repairs. Tesla Service Centers and Tesla authorized repair facilities have special training, expertise, tools and supplies with respect to your vehicle and, in certain cases, may employ the only persons or be the only facilities authorized or certified to work on certain parts of your vehicle. Tesla strongly recommends that all maintenance, service and repairs be done at a Tesla Service Center or Tesla authorized repair facility in order to avoid voiding, or having coverage excluded under, this New Vehicle Limited Warranty.

The following will also void this New 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 have been 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.



# Obtaining Warranty Service

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 [Who is the Warrantor?](#) section of this New 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.

## 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. For vehicle malfunctions due to warrantable issues, transportation services, provided by Roadside Assistance, are covered by Tesla for the first 500 miles (800 km) to the nearest Tesla Service Center. You are responsible for transportation costs beyond 500 miles (800 km) or any additional transportation from such locations to any additional location. The vehicle must be covered by a Tesla New Vehicle, or Used Vehicle Limited Warranty and located in the your specific Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under a Tesla New Vehicle, or Used Vehicle Limited Warranty. Flat tires are not covered under warranty; however Tesla will cover the cost of a tow, provided by Roadside Assistance, for the first 50 miles (80 km) to the nearest Tesla Service Center, while the vehicle is covered by a Tesla New Vehicle or Used Vehicle Limited Warranty. The cost of towing for a flat tire beyond 50 miles (80 km) and the cost of the replacement tire(s) are at your expense. 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 New 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 New 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 New 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 New Vehicle Limited Warranty.



Many jurisdictions have laws, commonly called "Lemon Laws," that provide you with certain rights if you experience problems with your vehicle. These laws vary depending on the jurisdiction. 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 New 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, and to submit to our dispute settlement program, before you pursue any remedy under these laws. Please send written notification seeking dispute resolution to the address for your region as specified in the [Who is the Warrantor?](#) section of this New Vehicle Limited Warranty.

Please send your written notification to your local address applicable to your Warranty Region. Please include the following information:

- Your name and contact information;
- 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 New 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).

## Australia

This New 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 and the other provisions in this New Vehicle Limited Warranty, in addition to any applicable statutory guarantees under the Australian Consumer Law.

## Canada

Customers with vehicles registered in Canada will be referred by NCDS to the Canadian Motor Vehicle Arbitration Program ("CAMVAP") and subject to CAMVAP eligibility, procedures and remedies. In the event CAMVAP declines to hear your dispute, Tesla invites you to exhaust all informal dispute resolution means directly with Tesla before initiating litigation. The dispute settlement program may be changed at any time without prior notice. Contact NCDS at the above listed address or phone number for the most current information concerning the dispute settlement program.

## Mexico

Without prejudice of the vehicle owner's right to first submit a claim or complaint before the Consumers Protection Federal Agency, any dispute related to the interpretation, compliance and execution of this New Vehicle Limited Warranty, shall be submitted to the jurisdiction of the competent courts of Mexico City, Mexico, waiving any other jurisdiction which may correspond as a result of present or future domicile or for any other reason.



# Dispute Resolution and Country-Specific Consumer Disclosures

## U.S.A.

Any dispute, claim or controversy between you and Tesla arising out of, or related to, this New Vehicle Limited Warranty is subject to binding arbitration on an individual basis in accordance with the terms of the Agreement to Arbitrate in your Vehicle Order Agreement and reproduced in the section Warranty Enforcement Laws and Dispute Resolution in this New Vehicle Limited Warranty.

In the U.S., the Magnuson-Moss Warranty Act is the federal law which governs this New Vehicle Limited Warranty. Many jurisdictions have laws, commonly called "Lemon Laws," that provide you with certain rights if you have problems with your new vehicle. These laws vary depending on the state, province or territory. Your new 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 New 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.

Tesla offers a dispute settlement program that proceeds in two steps.

- First, if you choose, you may submit your dispute to an optional dispute settlement program through the National Center for Dispute Settlement ("NCDS"), as described below.
- Second, if you prefer not to submit your dispute to the NCDS, or if you are not satisfied with the outcome of the NCDS procedure, you agree to resolve your dispute with Tesla through binding arbitration or small claims court under the terms of the Agreement to Binding Arbitration that appears below. Please also refer to the Owner's Rights Notification provided to you for state-specific information.

### Dispute Resolution Through the National Center for Dispute Settlement (NCDS)

In the event that an amicable settlement is not reached, Tesla offers an optional dispute settlement program through:

NATIONAL CENTER FOR DISPUTE SETTLEMENT ("NCDS")  
P.O. Box 526  
Mt. Clemens, MI 48046  
1-866-629-3204

This dispute settlement program administered by NCDS is free of charge to you and is conducted by local NCDS professionals who are trained and experienced in mediation and arbitration.

NCDS resolves disputes involving this New Vehicle Limited Warranty which arise during the applicable warranty period specified in this New Vehicle Limited Warranty. However, NCDS will not arbitrate claims involving a vehicle used primarily for commercial purposes unless the "Lemon Law" of your state covers (1) vehicles used for commercial purposes, or (2) claims that an air bag failed to deploy or deployed when it should not have. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable warranty period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable warranty period.

To initiate arbitration, you must contact NCDS at 1-866-629-3204 or P.O. Box 526, Mt. Clemens, MI 48046, and complete an NCDS customer claim form and mail it to NCDS. Please also provide a copy of your written notification sent to Tesla and/or all information required in such notification specified above, your desired resolution, and all receipts if requesting reimbursement. Upon receipt of your request, NCDS will contact you regarding the status of your case and provide you with additional details about the program.

NCDS may only resolve disputes between you and Tesla on an individual basis. In other words, you may initiate an arbitration against Tesla through NCDS only in your individual capacity and not as a plaintiff or class member in any class or representative action.

# Dispute Resolution and Country-Specific Consumer Disclosures



When NCDS receives your request, it will be forwarded to Tesla for response. After analyzing all information pertaining to your case, NCDS will schedule a technical evaluation if applicable. If you request it, an oral hearing will be held prior to a decision being rendered. At this hearing, all evidence is admissible. After considering all testimony and documents, the arbitrator will review the applicable legal standards and render a decision. A settlement satisfactory to all parties may be negotiated at any time, including prior to or after the arbitrator's decision.

NCDS's decision is binding on Tesla but not on you. If you accept NCDS's decision, Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of your acceptance. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase or replacement of your vehicle. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law.

If you are not satisfied with the arbitrator's decision or Tesla's compliance, you may pursue your claim in binding arbitration on an individual basis in accordance with the Agreement to Binding Arbitration provided below.

## Agreement to Binding Arbitration

All disputes not resolved by NCDS will be arbitrated under the terms of the Agreement to Arbitrate in your Vehicle Order Agreement. Under that Agreement, you agreed to resolve disputes with Tesla by arbitration rather than by litigation in court. Please see the Vehicle Order Agreement for more details. If you prefer not to submit your dispute to NCDS, you may proceed directly to binding arbitration or small claims court under the terms of the Vehicle Order Agreement. For your convenience, the Agreement to Arbitrate is reproduced here:

**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 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](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 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, 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.

TESLA