



## BATTERY EXTENDED SERVICE AGREEMENT

This Tesla Motors Limited (“Tesla”) Battery Extended Service Agreement (“Battery ESA”) covers the repair or replacement necessary to correct defects in the materials or workmanship of the subject Vehicle’s high voltage lithium-ion battery (“Battery”) manufactured or supplied by Tesla that occur under normal use in the event of a Failure for the selected period of time or mileage (whichever occurs first), with coverage becoming available on and retroactive to the date that Your New Vehicle Limited Warranty, or in the case of a separately purchased Battery the date that such Battery’s warranty, expires (the “Effective Date”). This Battery ESA is subject to the following terms, conditions, limitations, extensions, exceptions and definitions and does not cover, among other specified items, defects in the materials or workmanship of any parts manufactured or supplied by Tesla of Your Vehicle; for Vehicle extended coverage please ask a Tesla representative about Tesla’s Vehicle Extended Service Agreement. No person has the authority to change this Battery ESA or to waive any of its provisions. This Battery ESA is for the sole benefit of the purchaser and applies only to the vehicle for which it is purchased.

### SELECTION OF SERVICE TYPE:

Agreement Period (whichever occurs first)	Purchase Price Inclusive of VAT	Select
1 year or 20,000 kilometers	€3,700.00	<input type="checkbox"/>
2 years or 40,000 kilometers	€6,700.00	<input type="checkbox"/>
3 years or 60,000 kilometers	€9,100.00	<input type="checkbox"/>

**EFFECTIVE DATE:** \_\_\_\_\_

### VEHICLE INFORMATION:

Buyer Name \_\_\_\_\_

Co-Buyer Name \_\_\_\_\_

Address \_\_\_\_\_

Vehicle Identification Number \_\_\_\_\_

Year, Model \_\_\_\_\_

Odometer Mileage \_\_\_\_\_

Purchase Date \_\_\_\_\_



**CUSTOMER INFORMATION:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**TESLA MOTORS LIMITED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: Tesla Motors Limited  
Kings Chase, Kings Street  
Maidenhead, SL6 1DP  
United Kingdom

Warranty Support Number &  
24/7 Toll-Free (Emergency Roadside  
Assistance):  
+31 13 515 97 30

[SIGNATURE PAGE TO BATTERY EXTENDED SERVICE AGREEMENT]



## Terms and Conditions

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

### Definitions:

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

- “Battery” means the Vehicle’s high voltage lithium-ion battery.
- “Battery ESA” means this Battery Extended Service Agreement between You and Tesla.
- “Battery ESA Purchase Date” means the latest date listed on the signature page of this Battery ESA.
- “Effective Date” means the date that Your New Vehicle Limited Warranty expires. Once Your application has been accepted, Your coverage will be retroactive to this date.
- “Failure” means a complete failure of the Battery due to defects in material or workmanship of any Battery manufactured or supplied by Tesla that occur under normal use. Failure **does not** include the gradual reduction in operating performance of the Battery due to normal wear and tear.
- “Tesla Authorized Service Center” means any Service Center that is authorized by Tesla, including any Tesla Store, Tesla Service Center and any authorized third party service provider. A list of Tesla Authorized Service Centers is provided at [www.teslamotors.com](http://www.teslamotors.com).
- “Tesla” means Tesla Motors Limited.
- “Vehicle” means the Vehicle described in the Vehicle Information Section of this Battery ESA.
- “You,” “Your” means the purchaser of this Battery ESA, or any subsequent owner to whom the subject Vehicle has been transferred pursuant to this Battery ESA, as applicable.

### A. Tesla’s Responsibilities

Tesla agrees to repair or replace the Battery as required due to a Failure.

For additional information see Section G. Limits of Liability.

### B. Your Responsibilities

The Owner’s Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain the validity of this Battery ESA, You must follow correct operations procedures and have Your Vehicle serviced as recommended by Tesla. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service, must be presented before any repairs under this Battery ESA commence. Service within 1,600 kilometers and/or 30 days of Tesla’s recommended intervals shall be considered compliant with the terms of this Battery ESA. Upon customary and reasonable notice of the occurrence of a Failure, You shall protect the Vehicle from further damage, regardless of whether or not such Failure is covered under this Battery ESA. Any operation of the Vehicle that results in further damage shall be considered Your failure to protect the Vehicle and shall not be covered under this Battery ESA. You are responsible to ensure that the warning lights are functioning before driving the Vehicle. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning light indicates a problem.

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 ESA. See your Owner’s Manual for important information on how to maximize the life and capacity of the Battery.

You must give Your authorization to the Tesla Authorized Service Center for teardown, access to Vehicle data and the costs for these services in order to diagnose a problem. You may be required to supply Tesla with all maintenance records for service performed on the Vehicle.



### C. Obtaining Battery ESA Service

In the event of Failure, You may take Your Vehicle to any Tesla Authorized Service Center. Please have Your mileage and date of Failure ready for Tesla, and make Tesla aware of the existence of this Battery ESA before repairs are performed.

- Cease operating the Vehicle if necessary to prevent further damage. Failure to do so will cause any additional repair cost to be borne by You.
- Take Your Vehicle to any Tesla Authorized Service Center, or call any Tesla Authorized Service Center for instruction.
- Provide proof of maintenance if requested.
- Permit inspection before performance of any repairs.
- Cooperate in investigation of the Failure.

In the event of the need for emergency repairs outside of business hours:

- Dial +31 13 515 97 30 to arrange for roadside assistance that is available 24 hours a day, 7 days a week.
- If necessary, Your Vehicle will be transported to the nearest Tesla Authorized Service Center by roadside assistance.

**The cost of transporting Your Vehicle is not included in this Battery ESA and You are solely responsible for the cost of transporting Your Vehicle to the Tesla Authorized Service Center.**

### D. Exclusions (What Is Not Covered)

This Battery ESA does not cover certain parts or any Battery damage or malfunction directly or indirectly caused by, due to or resulting from normal wear or deterioration, abuse, misuse, negligence, accident, lack of or improper maintenance, operation, storage or transport, including, but not limited to, any of the following:

- Allowing the Battery to reach a zero state of charge or neglecting to follow proper charging procedures as specified in your Owner's Manual;
- Exposing the Vehicle to ambient temperatures above 140°F (60°C) or below -22°F (-30°C) for more than 24 hours at a time;<sup>1</sup>
- Physically damaging the Battery or intentionally attempting, either by physical means, programming, or other methods, to extend (other than as specified in Your Owner's Manual) or reduce the life of the Battery;
- Exposing the Battery to direct flame;
- Immersing any portion of the Battery in water or fluids;
- Opening the Battery enclosure;
- Repairs, modifications or alterations performed by any service provider other than a Tesla Authorized Service Center without prior authorization from Tesla;
- Failure caused by negligence, misuse or abuse, such as driving over curbs, overloading or using the Vehicle as a stationary power source, or caused by a lack of maintenance (see maintenance requirements in Section B. Your Responsibilities);
- Failure caused by an external event such as accidents, collision, objects striking the Vehicle, theft, vandalism, or acts of God;
- If Your Vehicle is used for commercial purposes, which includes but is not limited to government purposes, pick-up, and delivery service, company pool use, or for service or repair calls, route work, or hauling;

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<sup>1</sup> Except if Your Vehicle is a Tesla Roadster, which is subject to the following exclusion: Exposing an unplugged Vehicle to ambient temperatures above 120°F (50°C) for over 24 hours or storing an unplugged Vehicle in temperatures below -20°F (-29°C) for over seven days.



- If Your Vehicle is used for racing on or off road, competition, speed contests or autocross;
- If Your Vehicle is used for towing;
- Where the odometer is inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be ascertained or verified;
- Damage due to towing the Vehicle instead of transporting it on a flatbed;
- Damage due to continued operation and failure to protect the Vehicle from further damage caused by lack of necessary coolants or lubricants, sludge or lubricant contamination, rust or corrosion;
- Damage caused by tampering with the Vehicle and its systems, including installation of non-Tesla accessories or parts;
- Damage to the Battery that is caused by any other part;
- Damage to any other part unless directly caused by the Battery;
- Damage that occurs prior to this Battery ESA's Purchase Date or is reported after this Battery ESA's expiration;
- Any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, those specified in Section G. Limits of Liability;
- Storage and freight charges;
- The cost of teardown, disassembly or assembly if coverage cannot be applied;
- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle from any further loss or damage after a Failure has occurred; and
- Any costs if verifiable receipts as required in Section B. Your Responsibilities are not furnished on request.

#### **E. Agreement Period**

This document is an application for coverage under a Battery ESA. Upon acceptance by Tesla, this application becomes the Battery ESA, and the coverage is retroactive to the Effective Date. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable extended service option selected herein. In the event Your application is not accepted, You will receive a refund of the Battery ESA purchase price from Tesla. Nothing herein guarantees acceptance of this application. Sections B through J shall survive any termination or expiration of this Battery ESA.

#### **F. Territory**

This Battery ESA applies to a Vehicle sold by Tesla in the Tesla European Warranty Region and transported or driven only in the Tesla European Warranty Region. For the purposes of this Battery ESA, the Tesla European Warranty Region is defined as including the Member States of the European Economic Area, Switzerland, San Marino and Monaco. If Your Vehicle was sold, transported or driven outside the Tesla European Warranty Region for over 30 consecutive days or for 30 days in any 60 day period, no warranties or coverage, including this Battery ESA, will apply.

#### **G. Limits of Liability**

Implied and express warranties and conditions arising under applicable local, state or provincial laws or federal statute or otherwise in law or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability or merchantable quality, fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, are disclaimed to the fullest extent allowable by law, or limited in duration to the term of this Battery ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this Battery ESA or any implied warranties. Liability is limited to the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts, as necessary.

In no event shall liability for a Failure under this Battery ESA exceed the fair market value of the Battery at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Battery



ESA shall not exceed the fair market value of the Battery on the Delivery Date.

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

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Authorized Service Center or Tesla Ranger. 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 Authorized 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.

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.

## **H. Dispute Resolution**

To the fullest extent allowed by the law of Your jurisdiction, Tesla requires that You first provide Tesla, during the applicable period specified in this Battery ESA, with notification of any Failure You have experienced within a reasonable time to allow Tesla an opportunity to make any needed repairs, before you pursue any remedy under Your local laws.

Please send Your written notification to:

Tesla Motors Limited  
Kings Chase, Kings Street  
Maidenhead, SL6 1DP  
United Kingdom  
Attention: Vehicle Service

Please include the following information:

- Battery ESA and Effective Date;
- Your name and contact information;
- Vehicle Identification Number;
- 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 Authorized Service Center.

In the event any disputes, differences or controversies arise between You and Tesla related to this Battery ESA, Tesla will explore all possibilities for an amicable settlement.

## **I. Transfer of this Battery ESA**

Contact Tesla and submit the following:

1. A letter requesting that Tesla transfer this Battery ESA to the new owner.



2. €100 transfer fee.
3. This Battery ESA.
4. Written evidence verifying all maintenance requirements have been met.
5. A copy of documentation evidencing change of ownership and mileage at date of sale.
6. Documents verifying transference of the Battery ESA, if applicable.

Conditions:

1. This Battery ESA cannot be transferred to another vehicle. It can only be transferred to a different private owner of the same Vehicle.
2. The Vehicle is subject to inspection.
3. Transfer must take place within 30 days of change of ownership.
4. You may not transfer this Battery ESA to a vehicle dealer or to the customer of a vehicle dealer.
5. All remaining underlying warranties also must be transferred to the new owner.

**J. Entire Agreement; Severability; Waiver; Governing Law.**

This Battery ESA and any work orders executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Battery ESA and any work order cannot be amended unless in writing and signed by duly authorized representatives of each party.

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

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

This Battery ESA and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and You and Tesla submit to the non-exclusive jurisdiction of the courts of England and Wales, although the laws of your country or jurisdiction may apply to any tort claims and any claims under any consumer protection statutes, as provided under your local law.