MODEL S
MODEL X
MODEL 3
MODEL Y
CYBERTRUCK

PRE-OWNED VEHICLE LIMITED WARRANTY

NORTH AMERICA
EFFECTIVE DATE: 2026/05/07

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Tesla, Inc., or the relevant entity listed below in the section Warrantor on page 2, ("Tesla") will provide repairs to Cybertruck, Model S, Model X, Model 3, 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 Pre-Owned Vehicle Limited Warranty. Except as set forth herein, your rights and Tesla's obligations under this Pre-Owned Vehicle Limited Warranty apply only within the Warranty Region where this Pre-Owned Vehicle Limited Warranty was first provided with Cybertruck, Model S, Model X, Model 3, and Model Y used vehicles sold by and delivered directly from Tesla. The terms of this Pre-Owned Vehicle Limited Warranty will not apply if you bring your Cybertruck, Model S, Model X, Model 3, or Model Y used vehicle to a different Warranty Region, except as set forth below or otherwise required by local law. The Warranty Regions are listed below.

Warrantor

The applicable Warranty Region, listed below, is based on where the Cybertruck, Model S, Model X, Model 3, and Model Y used vehicle was first sold by and delivered directly from Tesla with this accompanying Pre-Owned Vehicle Limited Warranty. You must return to your specific Warranty Region in order to receive warranty service, except that if your Warranty Region is the United States or Canada, you may seek warranty service in either the United States or Canada. Except as set forth in the prior sentence, 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
United States	Tesla, Inc. Attention: Pre-Owned Vehicle Limited Warranty P.O. Box 15430 Fremont, CA 94539 Phone: 1 877 79 TESLA (1 877 798 3752)
Canada	Tesla Motors Canada ULC 1325 Lawrence Ave East Toronto, ON Canada M3A 1C6 Phone: 1 877 79 TESLA (1 877 798 3752)
Mexico	Tesla Automobiles Sales and Service Mexico S de RL de CV Av. Paseo De La Reforma 404 Piso 13 Col. Juarez, Cuauhtemoc Distrito Federal 06600 Phone: 01 800 228 8145
Puerto Rico	Tesla Puerto Rico, LLC 381 Calle Juan Calaf San Juan, Puerto Rico, 00918 Phone: 939 293 2738

Pre-Owned Vehicle Limited Warranty

Subject to separate coverage for certain parts and the exclusions and limitations described in this Pre-Owned Vehicle Limited Warranty, Tesla used vehicles will be covered by this Pre-Owned Vehicle Limited Warranty for 1 year or 10,000 miles (20,000 km) (whichever comes first), starting from (1) the expiration date and mileage of the original 4 year/50,000 miles (80,000 km) Basic Vehicle Limited Warranty (if any), or (2) if the original 4 year/50,000 miles (80,000 km) Basic Vehicle Limited Warranty has already expired 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 Pre-Owned Vehicle Limited Warranty applicable to your Tesla used vehicle is determined by the official units of measurement used in your Warranty Region.

Coverage

This Pre-Owned 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 Pre-Owned 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 Pre-Owned Vehicle Limited Warranty.

Multiple Warranty Conditions

This Pre-Owned 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 Pre-Owned Vehicle Limited Warranty.

Limitations and Disclaimers - Local Laws

THE ORIGINAL NEW VEHICLE LIMITED WARRANTY AND THIS PRE-OWNED 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 10 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned Vehicle Limited Warranty in effect through a purchase or transfer directly from a previous private retail purchaser within the described limitations of this Pre-Owned 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 Cybertruck, Model S, Model X, Model 3, or Model Y used vehicle which was sold and delivered directly to such purchaser by Tesla with this Pre-Owned 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 Pre-Owned Vehicle Limited Warranty in effect, can enforce this Pre-Owned 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 Pre-Owned Vehicle Limited Warranty

The exclusive remedy available to you under this Pre-Owned 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 Pre-Owned 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 10.

Warranty Limitations

This Pre-Owned 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 Pre-Owned 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, aging, 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;
- Failure to follow guidance set forth in your owner documentation while towing the vehicle;
- Improper winch procedures;
- Theft, vandalism, or riot;
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or salt 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 unless explicitly stated that the vehicle supports Powershare, required and supported equipment is installed by a professional installer, and a Tesla-approved charging accessory that supports Powershare is used;
- Using the vehicle as a permanent or long-term power source with signs of unreasonably high energy throughput that may be inconsistent with mileage driven, unless you are doing so while enrolled and participating in a Tesla-supported Powershare Grid Support program;
- 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.

In addition for Cybertruck:

- Deep water beyond the maximum wade depth or failure to follow the wading instructions provided in your owner documentation;
- Any damage, including, but not limited to loss of data, to personal hardware or software resulting from using the cabin or cargo bed power outlets.

Additional Limitations and Exclusions

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

- Any used vehicle that was not purchased directly from a private retail purchaser (i.e., for non-commercial use, primarily for personal, family, or household purposes) with a Pre-Owned 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; and
  - Corrosion, defects, staining and/or 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 Pre-Owned 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(s)/inserts, brake pads/linings, filters, etc.).

Your Repair and Maintenance Obligations

You are responsible for the proper repair and maintenance of your vehicle. You may choose to have nonwarranty service performed by a provider other than Tesla, or use parts not supplied by Tesla, and this Pre-Owned Vehicle Limited Warranty will remain in effect. However, Tesla may exclude warranty coverage for any issue arising from maintenance, service, repairs, or parts not provided by Tesla.

In addition, coverage may be excluded for issues arising from your failure to follow specific instructions and recommendations in your owner documentation, or from your failure to:

- Install the vehicle's software updates after notification that there is an update available;
- Comply with any recall advisories;
- Carry passengers and cargo within specified load limits; and
- Make all required repairs to the vehicle.

You must maintain detailed and accurate records of your vehicle's maintenance, including for example the 17-digit Vehicle Identification Number ("VIN"), service center name and address, mileage, date of service or maintenance, and description of service or maintenance items. These records should be provided to each subsequent purchaser or transferee.

Voided Warranty

Tesla may void this Pre-Owned Vehicle Limited Warranty under limited circumstances. If the Pre-Owned Vehicle Limited Warranty is voided, it has no further force and effect as to the vehicle, for you or any subsequent owner. Tesla may void the Pre-Owned Vehicle Limited Warranty as to:

- Vehicles that have had the VIN defaced or altered or the odometer or other related system disconnected, altered or rendered inoperative so that the VIN number or actual mileage cannot be fully confirmed;
- 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 is visible through the windshield on the driver's side of the vehicle. It is also available on the vehicle registration and title documentation.

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 Pre-Owned Vehicle Limited Warranty and located in your specific Warranty Region at the time Roadside Assistance is requested. However, if your Warranty Region is the United States or Canada, you may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is not provided under the original New Vehicle Limited Warranty or this Pre-Owned 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned 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 Pre-Owned 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).

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 Pre-Owned 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.

U.S.A.

Any dispute, claim or controversy between you and Tesla arising out of, or related to, this Pre-Owned 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 Dispute Resolution in this Pre-Owned Vehicle Limited Warranty.

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 Pre-Owned 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.

For California only, a consumer shall provide written notification of any noncompliance with the applicable express limited warranty by email to CAwarranty@tesla.com or by certified or registered mail, return receipt requested, to Tesla, Inc. c/o CT Corporation, 330 N Brand Boulevard, Suite 700, Glendale, CA 91203, if requesting a repurchase or replacement of a vehicle. Please include the following information:

- Consumer's full name and contact information;
- Vehicle Identification Number ("VIN") of the vehicle;
- Brief summary of repair history and problems with the vehicle; and
- A demand for a repurchase or replacement of the vehicle.

Tesla also 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.
  - California Residents: Tesla offers assistance through an informal dispute settlement program called the California Dispute Settlement Program ("CDSP"), as described below and in the Owner's Rights Notification provided to you.
- 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 515541
Dallas, TX 75251-5541
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 Pre-Owned Vehicle Limited Warranty which arise during the applicable warranty period specified in this Pre-Owned 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 airbag 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 previously, of the alleged defect during the applicable warranty period.

To initiate arbitration, you must contact NCDS at the above phone number or address, 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.

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.

Dispute Resolution Through the California Dispute Settlement Program (CDSP)

For California, Tesla offers an optional dispute settlement program through the California Dispute Settlement Program (CDSP) administered by the National Center for Dispute Settlement (NCDS). For additional information, please refer to the Owners Rights Notification. You may also contact the CDSP directly at 1-866-629-3204 or by mailing:

California Dispute Settlement Program
P.O. Box 515541
Dallas, TX 75251-5541

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.

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.

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