



Model:
All

Vehicle System:
00 - Inspection & Service

Region:
Asian Pacific

Vehicle Extended Service Agreement Terms and Conditions, Hong Kong

The Vehicle Extended Service Agreement Terms and Conditions (“Vehicle ESA or ESA”) cover the repair or replacement necessary to correct defects in the materials or workmanship of any parts manufactured or supplied by Tesla of the subject Vehicle 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 expires (the “Effective Date”), provided that the new Vehicle was initially purchased directly from Tesla. This ESA is subject to the following terms, conditions, limitations, extensions, exceptions and definitions and does not cover, among other specified items, Your Vehicle’s High Voltage Battery and Drive Unit. No person has the authority to change this ESA or to waive any of its provisions. This ESA is for the sole benefit of the purchaser or the recipient of a valid transfer of this ESA and applies only to the vehicle for which it is purchased.

	Term	Mileage	
2-Year Extended Service Agreement	2 years	25,000 mi	40,000 km
4-Year Extended Service Agreement	4 years	50,000 mi	80,000 km

Definitions:

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

- **Administrator** means Tesla Motors HK Limited (“Tesla”) and can be reached by writing to Tesla Customer Support, Unit A&C, 27th Floor, East Wing, TML Tower, 3 Hoi Shing Road, Tsuen Wan, N.T., phone number +852 3974 0251, unless otherwise indicated.
- **Age of the Vehicle** means the number of months between the first day a new vehicle is delivered by Us 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 the date a Failure is reported to Us.
- **Agreement Fee** means the amount specified in the receipt of the ESA (inclusive of any taxes, fees or duties).
- **Effective Date** means the date that Your New Vehicle Limited Warranty expires.
- **Agreement Period** means the duration of the ESA as defined by the particular Extended Service Agreement You purchased. See Section G, below, for additional information.
- **Failure** means the complete mechanical or electrical failure or inability of any covered part to perform the function(s) for which it was designed due to defects in material or workmanship of any parts manufactured or supplied by Tesla that occur under normal use. Failure does not include the gradual reduction in operating performance due to normal wear and tear. See also Sections E & F for details on coverage or other limitations and exclusions applicable to this ESA.
- **HONG KONG** means the boundaries within Hong Kong Special Administrative Region of the People’s Republic of China.
- **Initial Retail Price** means the amount specified in the applicable Motor Vehicle Order Agreement (inclusive of any taxes, fees or duties) for the Vehicle when it was initially purchased from Tesla as a brand new vehicle, whether by You or another entity.

- **Purchase Date** means the date of Tesla's acceptance of this ESA.
- **Purchasing Period** means within the applicable New Vehicle Limited Warranty period.
- **Support Services** means services as described in this ESA for the Vehicle (the "Vehicle") for which this ESA was purchased.
- **Vehicle** means the Vehicle for which this Vehicle ESA is purchased or validly transferred pursuant to this ESA.
- **Vehicle ESA or ESA** means these Vehicle Extended Service Agreement Terms and Conditions plus the receipt applicable to Your purchase of the ESA.
- **We or Us or Our or Provider** means the entity contractually obligated to You under the terms of this ESA. The Provider may provide service directly or use an authorized third party to provide services on Our behalf (a "**Tesla Authorized Service Center**"). A list of Tesla Authorized Service Centers is available at www.tesla.com for the nearest location.
- **You or Your** means the eligible purchaser or recipient of a valid transfer of this Vehicle ESA, as applicable.

A. Tesla's Responsibilities

Tesla agrees to repair or replace (at Our discretion and in exercise of Our engineering judgment) any covered part as required due to a Failure.

For additional information see Section E for the coverage, Section F for exclusions and Section H for the limits of liability.

B. Your Responsibilities

The Owner's Manual includes specific recommendations regarding the use, operations, and maintenance of the Vehicle. To maintain peak performance of the Vehicle, We recommend You to follow correct operations procedures, including having Your Vehicle serviced as recommended by Tesla and service by Tesla or a Tesla Authorized Service Center, during the Agreement Period of this ESA.

Upon reasonable notice of the occurrence of a Failure, You must protect the Vehicle from further damage or Failures, including exacerbation of the first-noticed Failure, regardless of whether or not such Failure is covered under this 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 ESA. You are responsible for monitoring fault/warning indicators that illuminate on the Vehicle's instrument panel or appear on the touchscreen. You are required to safely pull Your Vehicle off the road and turn it off immediately when any warning indicators report a problem. Contact Tesla whenever an alert illuminates.

You must give Your authorization to the Tesla Authorized Service Center for teardown and access to Vehicle data and agree to cover the cost that these services will involve in the event You effected any alteration, damage or other modification to the Vehicle (including refusing to update vehicle software) that results in additional time, parts or labor necessary for Tesla to perform any services under this ESA.

C. Obtaining Service under Your Extended Service Agreement

To arrange a physical inspection and receive repair work in the event of a Failure, You must contact Tesla to schedule an appointment and take Your Vehicle to any Tesla Authorized Service Center.

Have Your Vehicle's VIN, mileage and date of Failure ready for Tesla, and make the Tesla advisor aware of the existence of this ESA before repairs are performed. Failure to tell the advisor about this ESA will not preclude coverage.

In Case of Failure:

- Cease operating the Vehicle if necessary, to prevent further damage. If Tesla determines that Your continued operation caused additional harm to the Vehicle that requires additional repairs, the costs of those repairs will be borne by You. If You have any concerns, call any Tesla Authorized Service Center for instruction.
- If possible, take Your Vehicle to any Tesla Authorized Service Center, or call any Tesla Authorized Service Center for instruction.
- Permit inspection before performance of any repairs.
- Cooperate in Tesla's investigation of the Failure, including noting a specific timestamp for when the Failure occurred (e.g., "19 January, 2018 at 1:30-1:45 p.m. HKT").

D. Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when Your Vehicle is inoperable. This service is available to you 24/7 by calling +852 3974 0251. For Failures covered by this ESA, transportation services provided by Tesla Roadside Assistance are covered by Tesla subject to mileage and service limitations, and the details and disclosures identified in Tesla's Roadside Assistance policy.

E. What is covered?

Upon acceptance by Tesla, the following costs for repairing or replacing the parts/failure caused by a covered Failure will be settled under this ESA, provided that the Failure is reporting within the Agreement Period:

- The cost of the repair / replacement; labor and parts
- Testing works, teardown, disassembly or assembly, measurement or programming according to the set times of the Manufacturer, which necessity is justified by the repair.
- Gaskets and (shaft seals) sealing rings of any kind, screws, nuts or fluids, which necessity is justified by the repair.

F. Service Limitations & Exclusions (What Is Not Covered)

This Vehicle Extended Service Agreement does not cover certain parts or any Vehicle 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 service or maintenance, operation, storage or transport, including, but not limited to, any of the following

- Pre-existing damage, conditions or wear;
- Items covered by the New Vehicle Limited Warranty or warranties covering the High Voltage Vehicle Battery and Drive Unit;
- Repairs, modifications or alterations, or the installation or use of fluids, parts or accessories, performed by any service provider other than a Tesla Authorized Service Center without prior authorization from Tesla;
- Failure to take the Vehicle to a Tesla Authorized Service Center upon discovery of a Failure covered by this ESA;
- Negligence, misuse or abuse, such as carrying passengers and cargo exceeding specified load limits or otherwise overloading the Vehicle or using the Vehicle as a stationary power source, or a lack of or improper repair or maintenance, observing scheduled inspections or making all services and repairs, non-compliance with any recall advisories, or use of fluids, parts or accessories other than those specified in Your owner documentation;
- Accidents, collision, objects striking the Vehicle, theft, vandalism, riots, or acts of God, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, animal or insect infestations or droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, acid rain, fire, explosion, earthquake, windstorm, water, contamination, lightning and other environmental conditions;
- Tires and wheels, including seasonal tire swap/storage;
- Racing on or off road, competition, speed contests or autocross or for any other purposes for which the Vehicle is not designed or driving the Vehicle off-road, over uneven, rough, damaged or hazardous surfaces, including but not limited to, curbs, potholes, unfinished roads, debris, or other obstacles;
- Vehicles used for towing, except for Vehicles with Factory installed towing Hitch;
- Where the odometer is inaccurate, inoperative or altered so that the Vehicle's true mileage cannot be ascertained or verified;
- Vehicles that have had the VIN defaced or altered so that it is difficult to determine the VIN or actual mileage;
- Vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss;
- Improper winch or towing procedures;
- 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;
- 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 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;
- Tampering with the Vehicle and its systems, including installation of non-Tesla accessories or parts or their installation, or any damage directly or indirectly caused by, due to or resulting from the installation or use of non-Tesla parts or accessories;
- Damage to a covered part that is damaged by a non-covered part;
- Damage that occurs prior to this ESA's Effective Date or is reported after this 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 H. Limits of Liability;
- Storage and freight charges;
- The cost of teardown, disassembly or assembly if coverage cannot be applied;
- Adjustments necessary to correct squeaks, rattles, water leaks or wind noise;
- Appearance Performance (such as cleaning and polishing);
- Other parts not covered:
 - Bright metal, sheet metal, bumpers, ornamentation moldings, carpet, upholstery, 12V battery, paint, glass (e.g., windshield), wheels, interior trim, body seals and gaskets (e.g., weather stripping);
 - 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;
- 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.
- Work and parts related to normal maintenance, including but not limited to the following:
 - Parts and normal or expendable maintenance items and procedures such as annual service and diagnostics checks, brake pads/linings, brake rotor, suspension alignment, wheel balancing, air conditioning lines, hoses or connections, battery testing, fluid changes, appearance care (such as cleaning and polishing), filters and wiper blades/inserts; and
 - Other maintenance services and parts described in Tesla's maintenance schedule for the covered Vehicle;
- 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

G. Agreement Period

This document is an application for coverage under a Vehicle Extended Service Agreement. Upon acceptance by Tesla, this application becomes the ESA, and the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this ESA within the Purchasing Period, and if applicable, You are the recipient of a valid transfer of this ESA pursuant to the terms of this ESA. The Agreement Period commences on the Effective Date and remains in effect pursuant to the extended period and mileage option selected herein; under no circumstances, including the transfer of this ESA or the purchase of a new ESA option by a subsequent Vehicle owner, will this ESA be extended beyond the original Agreement Period or beyond 8 years or 100,000 miles / 160,000 km beyond Tesla's original delivery of the Vehicle. In the event Your application is not accepted, You will receive a refund of the ESA purchase price from Tesla. Nothing herein guarantees acceptance of this application. This ESA may not be renewed by You. Sections B through K shall survive any termination or expiration of this ESA.

H. Limits of Liability

Implied and express warranties and conditions arising under applicable state 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 Plan Period of this ESA. The performance of necessary repairs and parts replacement is the exclusive remedy under this ESA or any implied warranties arising therefrom. 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 Tesla parts or remanufactured Tesla parts, as necessary.

In no event shall liability for a Failure under this ESA exceed the difference between the Initial Retail Price of the Vehicle and the Initial Retail Price * 0.6% * age of the vehicle by month. The aggregate limit of indemnity of Your Vehicle under this ESA shall not exceed the Initial Retail Price.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this 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 Mobile Service. 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), alternative transportation (including reimbursement for rental vehicle expenses, taxi or ride-sharing fees/costs, etc.), service call charges, 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), 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.

I. Dispute Resolution

If You experience a Failure in Your Vehicle, You must contact Your local or preferred Tesla Authorized Service Center to report the Failure and determine the appropriate corrective actions. Should You be dissatisfied with the Support Services performed under this ESA, the terms or Tesla's performance of this ESA, or if You have any other dispute during the Agreement Period of this ESA, to the fullest extent allowable by the law of Your jurisdiction, Tesla requires that You first provide Tesla with notification of the dispute and a reasonable opportunity to respond before You submit to Tesla's dispute resolution program or proceed to arbitration as discussed below.

Should You wish to contact Tesla in an attempt to resolve any dispute under this ESA, send Your written notification to:

Tesla Motors HK Limited, Units 01-08, 11/F, KITEC, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong, Phone number +852 3974 0251 /or email to HKservice@tesla.com

Include the following information:

- A copy of Your Vehicle Extended Service Agreement and date of any applicable valid transfer;
- Your name and contact information;
- Vehicle Identification Number;
- Current mileage;
- A detailed description of the concern and/or dispute, as well as the resolution You are seeking; and
- History of the attempts You have made with any Tesla representative to resolve the concern.

J. Transferring and Canceling this Vehicle Extended Service Agreement

Transfer. You may transfer this ESA to a new private owner of the same Vehicle during the applicable Agreement Period, provided that You purchased this ESA (or otherwise were granted the right to transfer it), You have not cancelled this ESA and that You notify such new private owner that he/she is required to submit the following to Tesla:

- A copy of documentation evidencing change of ownership and mileage at date of sale;
- A legible copy of the vehicle registration or title in the name of the new private owner;
- A legible copy of the new private owner's valid driver's license or identification card; and
- A completed Vehicle Extended Service Agreement Cancellation or Ownership Transfer Form (attached).

In addition, the following conditions are required for the valid transfer of this ESA:

- The above documents must be submitted to ServiceHelpAPAC@tesla.com. A vehicle ownership transfer will also be performed when submitting these documents;
- The Vehicle is subject to inspection by Tesla at Tesla's option and discretion;
- Transfer of this ESA must take place within 30 days of change of ownership;
- This ESA may only be transferred by private sale; it cannot be transferred to a vehicle dealer (i.e. a person or entity regularly engaged in buying and/or selling vehicle) or to the customer of a vehicle dealer; and
- All remaining underlying warranties and documentation must be transferred to the new owner.

If transfer of this ESA to a new private owner is rejected by Tesla, or if any dispute arises between You and the new private owner relating to any terms of Your private transaction including the transfer of this ESA, You are solely and exclusively responsible for prosecuting, defending and/or resolving any claims arising from such transfer rejection or dispute. In addition, You agree to indemnify, defend and hold harmless Tesla against any claim made against Tesla arising from or related to the rejected transfer or other dispute arising from Your private transaction.

Cancellation. To cancel this ESA, You must clearly inform Tesla that You wish to cancel prior to expiration of the Agreement Period and/or any change of ownership of the Vehicle. You must inform Tesla in writing by sending Tesla the completed Vehicle Extended Service Agreement Cancellation or Ownership Transfer Form attached to this ESA to the address specified on that form. The right to cancel this ESA is not transferable or assignable by You.

The following conditions are required for the valid cancellation of this Vehicle ESA:

- The original Vehicle ESA purchaser must request the cancellation. This condition is not transferrable by such original Vehicle ESA purchaser, including within a valid transfer of this Vehicle ESA to a subsequent owner;
- No Failure has been reported under this ESA.

The amount of Your refund is subject to the following:

- (a) Before to the Effective Date: If You cancel Your ESA before the Effective Date, Your cancellation refund will be subject to an administration fee of 10% of the Agreement Fee.
- (b) After the Effective Date – No Failure reported: If You cancel Your ESA after the Effective Date and no Failure has been reporting under this ESA, Your cancellation refund will be calculated on a pro-rata basis, and You will receive the lesser of the unused portion of the days or mileage that this ESA has been in effect, compared to the term or mileage of the selected Agreement type and is subject an administration fee of 10% of the Agreement Fee.

K. Cancellation by Tesla

Absent extreme circumstances, such as fraud or material misrepresentation, Your failure to pay for this ESA or Your other material breach of the terms and conditions of this ESA, Tesla will not cancel Your ESA. If Tesla is forced to cancel this ESA due to such extreme circumstances, You will receive a refund calculated on a pro-rata basis equal to the lesser of the unused portion of the days or mileage that this ESA has been in effect, compared to the term or mileage of the ESA Period. If Tesla is forced to cancel this ESA following Your valid transfer of the Vehicle and this ESA to a new private owner, no refund will be provided to You or to the new private owner.

L. Entire Agreement; Severability; Waiver; Governing Law.

This ESA, receipt reflecting Your payment for Your ESA Period 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 ESA, receipt for payment, 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 ESA, receipt for payment, 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 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 ESA in any one or more instances shall not be deemed a permanent waiver of this entire ESA as to You or any other Tesla customer/vehicle owner. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This ESA shall be governed by the laws of Hong Kong. The courts of Hong Kong shall have exclusive venue for disputes relating to the interpretation or enforcement of this ESA.

Vehicle Extended Service Agreement Cancellation or Ownership Transfer Form

To: **ServiceHelpAPAC@tesla.com**

I/We hereby give notice that I/we request the:

Cancellation

or

Transfer

of the Tesla Extended Service Agreement for the vehicle specified below, and hereby acknowledge, represent and warrant that all parties authorized and required to consent to such transaction have signed below.

Extended Service Agreement information:

Vehicle year/model: _____ Vehicle Identification Number (VIN): _____

ESA type/duration: _____ Purchase date (MM/DD/YYYY): _____

Amount paid: _____

Current odometer: _____

Current owner:

Name of ESA owner(s): _____

Address: _____

Phone number: _____

E-Mail address: _____

Reason for request: _____

Acknowledged and Agreed:

Current owner signature: _____ Date: _____

New owner (if applicable):

Name of new owner(s): _____

Address: _____

Phone number: _____

E-Mail address: _____

Acknowledged and Agreed:

By signing this request, I agree to the Tesla Extended Service Agreement Terms and Conditions:

New owner signature: _____ Date: _____

Notes:

In the event of any dispute arising between the Current owner and the New owner regarding the transfer of this ESA, any such dispute must be resolved between those parties and not by Tesla as Tesla is not a party to the vehicle transfer transaction.