



**Model:**  
Model S

**Vehicle System:**  
91 - Customer Service

**Region:**  
United States

## Tesla Service Plan Terms and Conditions, United States

These Tesla Motors, Inc.\* (“Tesla”) Service Plan Terms and Conditions (the “Agreement”) cover the specified annual maintenance inspections for the subject Vehicle for the selected plan (the “Plan”), with coverage becoming available on and retroactive to the date of purchase of Your Vehicle (the “Effective Date”), provided that You are the initial purchaser of the Vehicle directly from Tesla and purchase this Agreement no later than 60 days after the Effective Date. This Agreement is subject to the following terms, conditions, limitations, extensions, exceptions and definitions. No person has the authority to change this Agreement or to waive any of its provisions. This Agreement is for the sole benefit of the purchaser and applies only to the vehicle for which it is purchased.

### SERVICE PLAN:

Plan	Agreement Period (whichever occurs first)	Service (whichever occurs first)	Purchase Price <sup>1</sup>
<b>3-Year Plan</b>	3 years or 37,500 mi (60,000 km)	3 regularly scheduled maintenance inspections at the following intervals: 12,500 mi (20,000 km) or 1 year 25,000 mi (40,000 km) or 2 years 37,500 mi (60,000 km) or 3 years	\$1,325.00 USD
<b>4-Year Plan</b>	4 years or 50,000 mi (80,000 km)	4 regularly scheduled maintenance inspections at the following intervals: 12,500 mi (20,000 km) or 1 year 25,000 mi (40,000 km) or 2 years 37,500 mi (60,000 km) or 3 years 50,000 mi (80,000 km) or 4 years	\$2,100.00 USD
<b>8-Year Plan</b>	8 years or 100,000 mi (160,000 km)	8 regularly scheduled maintenance inspections at the following intervals: 12,500 mi (20,000 km) or 1 year 25,000 mi (40,000 km) or 2 years 37,500 mi (60,000 km) or 3 years 50,000 mi (80,000 km) or 4 years 62,500 mi (100,000 km) or 5 years 75,000 mi (120,000 km) or 6 years 87,500 mi (140,000 km) or 7 years 100,000 mi (160,000 km) or 8 years	\$4,000.00 USD

**You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price as required by law. Any such applicable taxes are not included in the purchase price of this Agreement. This Agreement is not transferrable by You under any circumstances.**

**The obligations of Tesla under this Agreement are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.<sup>2</sup>**

\* Florida, Nevada, New York and Texas ONLY: All references shall be to Tesla Motors FL, Inc., Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

<sup>1</sup> Florida ONLY: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation.

<sup>2</sup> Except in Washington State.

## Definitions

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

- “Agreement” means these Tesla Service Plan Terms and Conditions between You and Tesla.
- “Agreement Purchase Date” means the date of acceptance of this Agreement.
- “Effective Date” means the date that Your Vehicle was delivered to You. Once Your application has been accepted by Tesla, Your coverage will be retroactive to this date.
- “Tesla Authorized Service Center” means any Service Center that is authorized by Tesla, including any Tesla Store, Service Center and any Tesla-authorized third party service provider. A list of Tesla Authorized Service Centers is provided at [www.teslamotors.com](http://www.teslamotors.com) or You may dial 1-877-798-3752 for the nearest location.
- “Tesla” means Tesla Motors, Inc., except as otherwise indicated.
- “Vehicle” means the Vehicle for which this Agreement is purchased, excluding Tesla Roadster.
- “You” or “Your” means the eligible purchaser of this Agreement, as applicable.

### A. Tesla’s Responsibilities

Tesla agrees to provide three, four, or eight (as applicable based upon the purchased Service Plan option) regularly scheduled maintenance inspections at a Tesla Authorized Service Center at the intervals (whichever occurs first) specified in the “Service” column of the Plan section of this Agreement.

Notwithstanding the date this Agreement is purchased or becomes effective, maintenance inspections must be performed within 1,000 miles (1,600 kilometers) or 30 days of the specified maintenance intervals for Your selected Plan. Any scheduled maintenance not completed within such time will be forfeited and no maintenance inspections will be added as a replacement for any such excluded maintenance inspections. The regularly scheduled maintenance inspections shall include the following (subject to change by Tesla at any time and without notice, in its sole discretion):

- Vehicle inspection;
- Replacement or repair at the time of inspection of normal maintenance items, excluding the 12V battery, brake pads, and tires;
- Wheel alignment check; and
- Tire rotation.

All regularly scheduled maintenance inspections must be done at a Tesla Authorized Service Center and cannot be performed by a Tesla Ranger.

A loaner, rental vehicle, or other means of transportation will be provided to You, at Tesla’s discretion, if Your scheduled maintenance is being performed at a Tesla Authorized Service Center and Tesla estimates that it will take over four hours to complete.

For additional information see Section G. Limits of Liability.

### B. Your Responsibilities

The Owner’s Manual includes specific recommendations regarding the use, operation, and maintenance of the Vehicle. If requested, proof of required service, including receipts showing date and mileage of the Vehicle at the time of service and/or all maintenance records for service performed on the Vehicle (whether or not conducted by a Tesla Authorized Service Center) must be presented.

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 effect any alteration, damage or other modification to the Vehicle that results in additional time, parts or labor necessary for Tesla to perform a scheduled maintenance inspection.

### C. Obtaining Service

To obtain Your scheduled maintenance inspection, You must contact Tesla to schedule an appointment and take Your Vehicle to any Tesla Authorized Service Center. Please have the Vehicle Identification Number (“VIN”) and Vehicle mileage ready for Tesla and make Tesla aware of the existence of this Agreement before any services are scheduled or performed.

**The cost (if any) of transporting Your Vehicle is not included in this Agreement and You are solely responsible for the cost of transporting Your Vehicle to the Tesla Authorized Service Center.**

#### **D. Exclusions (What Is Not Covered Under This Agreement)**

This Agreement is only for the maintenance services specified in this Agreement and does not cover certain parts, including the 12V battery, brake pads, and tires, or any Vehicle damage or malfunction whether included or excluded from the New Vehicle Limited Warranty for Your Vehicle. In addition, any damage or malfunction directly or indirectly caused by, due to or resulting from any maintenance not performed as required pursuant to the scheduled intervals specified in the owners documentation for Your Vehicle will not be covered under this Agreement.

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

This document is an application for coverage under an Agreement. Upon acceptance by Tesla, this application becomes the Agreement, and the coverage is retroactive to the Effective Date, provided that You are eligible and purchase this Agreement no later than 60 days after the applicable Effective Date. The Agreement Period commences on the Effective Date and remains in effect pursuant to the applicable Plan option selected herein. In the event Your application is not accepted, You will receive a refund of the Agreement purchase price from Tesla. Nothing herein guarantees acceptance of this application. This Agreement may not be renewed by You. Sections B through K shall survive any termination or expiration of this Agreement.

#### **F. Territory**

This Agreement applies to a Vehicle sold by Tesla directly to You in the Tesla North America Service Region. For purposes of this Agreement, the Tesla North America Service Region is defined as all 50 states of the United States of America, the District of Columbia, and all 13 provinces and territories of Canada, provided that You are the original purchaser who purchased the Vehicle directly from Tesla and that You return to the North America Service Region in order to receive service pursuant to this Agreement.

#### **G. 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 term of this Agreement. The performance of necessary repairs and parts replacement is the exclusive remedy under this Agreement 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 any claim under this Agreement exceed the fair market value of the specified maintenance services at the time immediately preceding the performance of such services. In addition, the sum of all benefits payable under this Agreement shall not exceed the retail value of the services to be performed pursuant to this Agreement.

Tesla does not authorize any person or entity to create for it any other obligations or liability in connection with this Agreement. 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. 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 and Arbitration Agreement

To the fullest extent allowable by the law of Your jurisdiction, Tesla requires that You first provide Tesla, during the applicable period specified in this Agreement, with notification of any issue You have experienced within a reasonable time to allow Tesla an opportunity to respond, before You submit to our dispute settlement program. Should You elect to submit to our dispute settlement program, please send Your written notification to:

Tesla Motors, Inc.  
3500 Deer Creek Road  
Palo Alto, California 94304  
Attention: Vehicle Service

Please include the following information:

- This Agreement and Effective Date;
- Your name and contact information;
- Vehicle Identification Number;
- Name and location of the Tesla Store and/or Tesla Authorized Service Center nearest You;
- Vehicle delivery date;
- Current mileage;
- Description of the concern; and
- History of the attempts You have made with a Tesla Authorized Service Center or authorized 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 Agreement, Tesla will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, Tesla offers a dispute settlement program through:

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

Tesla requires that You submit Your dispute to our dispute settlement program and wait for a decision to be issued prior to pursuing any remedy under federal or state laws (including 15 U.S.C. Section 2310 or California Civil Code Section 1793.22(b)), although You may be entitled to pursue a remedy without submitting under certain state laws or if You pursue any rights or remedies not created by these laws. 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 Agreement which arise during the applicable Plan period specified in this Agreement. You must file a request for arbitration with NCDS within 60 days (or 6 months in certain jurisdictions) of the expiration of the applicable Plan period, provided you sent written notice to Tesla, as specified above, of the alleged defect during the applicable Plan 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.

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 and You. Tesla will comply with the decision in a reasonable time not to exceed 30 days after Tesla receives notice of the decision. Remedies include but are not limited to repairs; reimbursement for repairs and incidental expenses, such as transporting costs; and repurchase of this Agreement. NCDS decisions do not include attorney fees or punitive, multiple, or consequential damages, except incidental damages as required by applicable law. NCDS findings and decisions are admissible as evidence in any legal proceedings concerning Your Vehicle.

The description provided above is only a brief summary of the dispute settlement program administered by NCDS. 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.

**Wyoming ONLY:** At the time of any disagreement between You and Tesla, in a separate written agreement the parties may voluntarily agree to submit their differences to arbitration. Any arbitration proceeding shall be conducted within the state of Wyoming.

## I. Cancellation by Customer

To cancel this Agreement, You must mail by certified mail, return receipt requested your written cancellation request to Tesla prior to any sale of the Vehicle, along with a notarized affidavit that states the mileage on Your Vehicle at the date of Your cancellation request. The right to cancel this Agreement is not transferrable by You. The amount of Your refund is subject to the following:

- (a) Within First 60 Days – Without Claim: You may cancel Your Agreement within the first 60 days of the Agreement Purchase Date and receive a full refund provided that You are the original Agreement purchaser and have not filed a claim.
- (b) Within First 60 Days – With Claim: If You cancel Your Agreement within the first 60 days of the Agreement Purchase Date but have submitted a claim pursuant to this Agreement where service has been provided, 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 Agreement has been in effect, compared to the term or mileage of the selected Service Plan, less the amount of any claims paid under the Agreement<sup>3</sup>.
- (c) After 60 days – With or Without Claim: If You cancel Your Agreement on or after the 60th day following the Agreement Purchase Date, 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 Agreement has been in effect, compared to the term or mileage of the selected Service Plan, and, if applicable, less the amount of any claims paid under the Agreement<sup>4</sup>.
- (d) Tesla will add a ten percent penalty to any applicable refund<sup>5</sup> per month that is not made within 30 days of return of the Agreement and notarized affidavit to Tesla.

## J. Cancellation by Tesla

This Agreement cannot be cancelled by Tesla except for a sale of Your Vehicle, fraud or material misrepresentation on Your part or for Your failure to pay for this Agreement. If Tesla cancels this Agreement due to a sale of Your Vehicle, fraud or material misrepresentation, 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 Agreement has been in effect, compared to the term or mileage of the selected Service Plan, less the amount of any claims paid under this Agreement. This Agreement is not being sold in any jurisdiction in which the sale or performance of this Agreement is not permitted pursuant to applicable law at the time of purchase. Any such sale is void *ab initio* and of no force and effect and will not be deemed a cancellation. You will receive a full refund provided no services have been provided by Tesla.

**Minnesota ONLY:** Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Agreement by You.

**Missouri ONLY:** This Agreement is not an insurance contract.

**Nevada ONLY:** A cancellation of the Agreement by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of claims paid or services provided will not be deducted from any refund issued pursuant to this Agreement.

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<sup>3</sup> Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

<sup>4</sup> Except for Nevada, which shall not deduct the amount of any claims paid or services provided but will deduct a reasonable cancellation fee, at Tesla's discretion, and any outstanding balance on Your account from the amount of the purchase price that is unearned by Tesla when calculating the amount of the refund.

<sup>5</sup> Except for Nevada, which shall be ten percent of the purchase price per month.

**Washington State ONLY:** The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

**Wyoming ONLY:** Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is nonpayment of the Purchase Price, a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

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

This Agreement 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 supersedes 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 Agreement 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 Agreement 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 Agreement 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 Agreement in any one or more instances shall not be deemed a permanent waiver of this entire Agreement. No waiver shall be effective unless in writing and signed by authorized representatives of both parties.

This Agreement shall be governed by the laws of the State of California without regard to its conflict of law principles, except as otherwise required by applicable law. The state or federal courts in Santa Clara County, California shall have exclusive venue for disputes relating to the interpretation or enforcement of this Agreement, except as otherwise required by applicable law.<sup>6</sup>

**New Hampshire ONLY:** In the event you do not receive satisfaction under this contract, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800-852-3416.

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<sup>6</sup> Nevada ONLY: If this Agreement is purchased in Nevada by a Nevada resident, this Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of law principles and the state or federal courts in Nevada shall have exclusive venue for disputes relating to the interpretation or enforcement of this Agreement.