



TESLA ROADSIDE ASSISTANCE POLICY – NORTH AMERICA

WHEN DOES COVERAGE START AND END?

Coverage begins on the date the vehicle is delivered to the first retail purchaser, or put into use, leased, or registered as a company vehicle or demonstrator, whichever is earlier, in the North America Region. Roadside Assistance coverage extends for 4 years or 50,000 miles (80,000 km), whichever occurs first. Roadside Assistance will be provided under the Battery and Drive Unit Limited Warranty for any issues related to either of those two components; excluding collision coverage. Roadside events not related to either of those two components past the timeframe or mileage limit of the New or Pre-Owned Vehicle Limited Warranty of 4 years or 50,000 miles (80,000 km) are your responsibility. The vehicle must be covered by the warranty and located in the North America Region at the time Roadside Assistance is requested.

WHO IS COVERED?

All drivers with the authorization of the owner of a Tesla vehicle that is covered by the New or Pre-Owned Vehicle Limited Warranty. These services are transferable with the resale of the vehicle for the time remaining on the coverage period, provided Tesla has been notified and provided sufficient proof of the change of ownership. If the vehicle was not purchased directly from Tesla (for example, purchased as a used vehicle), it is the responsibility of the new owner to notify and provide Tesla sufficient proof of the change of ownership.

WHAT IS COVERED?

Flat Tire

In some markets, our trained tow providers carry a limited number of loaner wheels to quickly exchange for the damaged wheel. A new tire will be mounted on your original wheel, at your cost, and made available at your nearest service center. Please make arrangements with your service center for this service. Pricing and availability is subject to change per location. Loaner wheels must be returned to the service center within three days and will be exchanged for your original wheel.

For flat tires, if a loaner wheel is not available, transportation services are free of charge to the nearest Tesla Service Center within 50 miles (80 km) of the vehicle location. You are responsible for transportation costs beyond this distance or from such locations to any additional location.

Towing

For vehicles that are not drivable due to a vehicle malfunction, and the vehicle malfunction is due to a warrantable issue, transportation services are covered by Tesla for the first 500 miles (800 km) to the nearest Tesla Service Center. If the malfunction is determined to not be a warrantable issue, you will be charged for the towing costs on the repair order. You are responsible for transportation costs beyond 500 miles (800 km) or any additional transportation from such locations to any additional location.

It is your responsibility to provide vehicle transporters with the instructions provided in your vehicles Quick Guide, and to ensure that your vehicle is transported appropriately. You may call the Roadside Assistance number (877-798-3752) for assistance with proper towing procedures.

Lockout Service

Under certain conditions, Tesla's Technical Support team has the ability to remotely unlock your vehicle should you lock your keys inside. If for any reason the vehicle is offline (not connected to 3g/4g or Wi-Fi) or we cannot remotely unlock

your vehicle, a trained tow provider may be dispatched within 50 miles (80 km) of the vehicle's location to manually unlock the vehicle. If the key fob is not present and the vehicle needs to be towed, a one-time courtesy tow will be provided within 50 miles (80 km). If the vehicle is not covered by the New or Pre-Owned Vehicle Limited Warranty; and a trained tow provider is required to manually unlock or tow your vehicle; this service will be at your expense.

WHAT IS NOT COVERED?

Tesla Roadside Assistance is intended to minimize inconvenience when your vehicle is inoperable. Roadside Assistance may not be provided in certain circumstances, including but not limited to:

- Hazardous conditions (including due to acts of God or environmental conditions)
- Accidents, collisions, objects striking the vehicle, damage caused by road fixtures
- Depletion of high voltage battery
- Driving the vehicle off-road, over uneven rough, damaged or hazardous surfaces
- Racing or autocross
- Extraction due to being stuck in mud, snow, sand or other soft surfaces
- Vehicle abuse or negligence
- Vandalism
- Installing and removing snow chains
- Broken window repair or replacement
- Vehicles being demonstrated or delivered by motor trades, used under trade plates or export plates
- Fines, fees, damages or taxes associated with impound or other towing as a result of actual or alleged violation of any laws or regulations
- Onward transportation of animals or livestock
- If the vehicle, in our reasonable opinion, is loaded beyond its legal limit
- Storage charges before assistance is given
- Long distance transportation of caravans, trailers or objects like bike racks/ cargo boxes
- Transportation of the vehicle or driver when the Tesla Mobile App is out of service and key fob of the vehicle is not present
- Any other exclusions or limitations described in the New or Pre-Owned Vehicle Limited Warranty

Roadside Assistance is limited to one service call per incident. Tesla reserves the right to limit services and reimbursement to an owner or driver when, in its sole discretion, claims become excessive in frequency or type of occurrence. Tesla also reserves the right to revise or discontinue specific Roadside Assistance services at any time without notice or refund. Tesla's liability is expressly limited to the cost of the listed benefits. Benefits exclude any costs related to alternate roadside assistance arranged by you or services outside the North America Region.

Any implied and express warranties and conditions arising under applicable state or provincial laws or federal statute or otherwise in law or in equity are disclaimed to the fullest extent allowable by law, or limited in duration to the coverage period. Tesla may subcontract to an independent service provider the provision of Roadside Assistance and disclaims liability for any acts or omissions of any such providers.

Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Roadside Assistance, including, but not limited to, loss of vehicle value, time, income, personal or commercial property, or use, inconvenience or aggravation, emotional distress, commercial loss (including lost profits or earnings), bus fares, vehicle rental, gasoline or lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses. The exclusions and limitations in the preceding sentences 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.