

**By email only: xxx@tesla.com**

Tesla Motors Australia, Pty Ltd  
Level 14  
15 Blue Street  
North Sydney NSW 2060

**Attention: xxx**

Dear Sir/Madam,

xxx **xxx Claim against Tesla Motors Australia Pty Limited**  
**Demand Refund of Cost of Full Self-Driving Capability**  
**Invoice number xxx**  
**Tesla Model 3 - VIN xxx (Vehicle)**

We act on behalf of xxxx xxxx.

We have been handed a copy of your letter of xxx 2024 (**Letter**) (copy **attached**) addressed to our client in response to our client's request for a refund of the above invoice relating to the purchase of the Full Self-Driving (**FSD**) capability in respect of the above Vehicle.

We are, frankly, surprised by your inappropriate and unreasonable response given that:

1. our client paid for the FSD feature approximately four years ago in April 2020;
2. the FSD feature has not been supplied; and
3. our client is a loyal customer of Tesla, having purchased 2 Tesla vehicles to date, having encouraged many friends and family to purchase Teslas and now looking to purchase a third Tesla.

We are instructed to reply to your Letter as follows:

1. On xx February 2020, our client paid \$xx to purchase the Vehicle.
2. On xx April 2020, our client paid an additional \$8,500 to purchase the FSD feature for the Vehicle.

3. Although our client may have provided a screenshot of the Tesla website which predates the purchase in April 2020, your website contained the representation “Coming Later This Year” (**First Representation**) before our client actually purchased the Vehicle.
4. You assert that the First Representation was removed in March 2020, which is one month after our client purchased the Vehicle and only one month before our client purchased the FSD.
5. You also assert that the Tesla website was changed to state that the FSD feature was “Upcoming” (**Second Representation**) and have provided a wayback machine screenshot of the Tesla website as at xx April 2020 containing the Second Representation.
6. As no evidence has been provided by you to prove when the Tesla website was actually changed from the First Representation to the Second Representation other than the screenshot from the wayback machine on xx April 2020, a Court will find that the earliest that the change was made was on xx April 2020, which is **only one day before** our client purchased the FSD.
7. For the record, our client does not admit that the Tesla website showed the Second Representation (instead of the First Representation) when he purchased the FSD feature given the change only appears to have occurred one day before.
8. Although you do not state it expressly, you seem to be inferring that, by making the Second Representation (instead of the First Representation) (if, indeed, it was made one day before our client purchased the FSD feature), this somehow excuses the misleading or deceptive conduct and/or false or misleading representation that the FSD feature will be provided to our client later that year (i.e. in 2020) - it does not.
9. Even if you take the Second Representation at its highest, and that is that FSD will be “upcoming”, that representation was false and/or misleading, because FSD has still not been supplied to our client four years after paying for it.
10. It is plainly unreasonable that a customer should have to wait more than four years for a product it has already paid for to be supplied, even if that product was “upcoming”. According to the English dictionary, the word “upcoming” means “about to happen”, “happening soon” or “forthcoming”. It cannot be reasonably argued that FSD was “about to happen”, “happening soon” or has been “forthcoming” in the context of a customer purchasing a product and expecting to receive that product soon when that customer does not receive the product after four years.
11. The First Representation and Second Representation by Tesla constitute:
  - a. misleading and/or deceptive conduct under section 18 of the *Australian Consumer Law*, being scheduled to the *Competition and Consumer Act 2010* (Cth); and
  - b. false or misleading representations about goods, with respect to the performance characteristics, accessories, uses or benefits under section 29 of the *Australian Consumer Law*.
12. In any event, irrespective of whether the First Representation or Second Representation was made or, for that matter what those representations mean, the simple reality is Tesla has not honoured its legal obligation to supply the FSD feature to our client, despite our client paying for it four years ago. In other words, there has been a failure of consideration and our client is entitled to a full refund of the price paid for the purchase of FSD plus interest.

13. The failure by Tesla to supply the FSD feature also constitutes a breach of the consumer guarantees under the *Australian Consumer Law*, including the guarantee relating to the supply of goods by description under section 56 of the *Australian Consumer Law*.
14. By reason of Tesla's breaches of the *Australian Consumer Law*, as well as its breach of its contract to supply the FSD feature, our client is entitled to a full refund of the price paid for the FSD and interest.
15. Further, if the First Representation and/or Second Representation had not been made or if our client knew that FSD would not be supplied by the end of 2020 or, for that matter, within 12 months of purchase, our client simply would not have paid \$8,500 to purchase it.
16. Your comments about the Tesla website stating that the activation and use of certain FSD features were dependent upon achieving reliability and regulatory approval which may take longer in some jurisdictions, does not relieve Tesla of its obligation to either supply the FSD feature (which it was contractually obliged to supply to our client within a reasonable time) or to refund the purchase price.
17. Further, the fact that the "auto steer on city streets" feature has not been made available in Australia further evidences Tesla's failure to supply the FSD feature it contractually agreed to supply to our client.
18. Paragraphs 4 and 5 of your Letter amount to admissions by Tesla that it has not honoured its obligations to supply the FSD feature to our client.

Having regard to the above matters, we are instructed to demand that you pay the sum of \$8,500 to our client within seven days from the date of this letter. Payment may be made by cheque made payable to our client and sent care of our office address. If you prefer to make payment via EFT, please confirm as much and we will provide our client's bank account details to effect payment.

If payment is not made within the nominated timeframe, we are instructed that our client will commence legal proceedings to recover the amount, plus interest (for the past four years) and legal costs and consider other actions he may take, without further notice to you. We trust this will not be necessary.

Our client reserves all his rights.

We await your prompt reply.

Yours faithfully

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[Lawyers]