

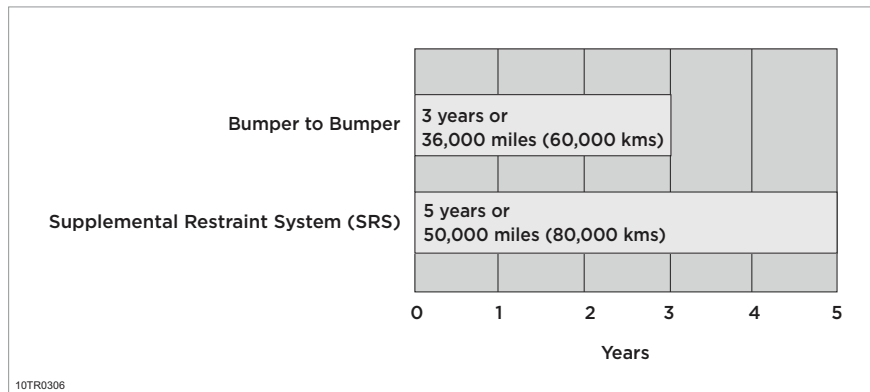


Warranty Guide

ROADSTER 2 / ROADSTER SPORT



Warranty summary



Tesla Motors will provide repairs to a Tesla-manufactured vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

Who is the warrantor?

The warrantor for this New Vehicle Limited Warranty is:

Tesla Motors, Inc.,
1050 Bing Street,
San Carlos, California 94070,
a Delaware corporation, hereinafter referred to as Tesla Motors.

Which vehicles are covered?

The New Vehicle Limited Warranty applies to all Roadster 2 and Roadster Sport vehicles registered and normally operated in the United States and Canada. This warranty does not apply if an otherwise covered vehicle is operated in a country other than the United States and Canada.

When does the warranty period begin?

This New Vehicle Limited Warranty begins on the first date the vehicle is delivered to the first retail purchaser, put into use, leased, or registered as a company car or demonstrator, whichever is earlier. This is the warranty start date. Consult your sales documentation to

determine when the warranty begins for your vehicle. If you have any questions, check the Tesla Roadster Owners web site (www.teslamotors.com), or contact Tesla Motors.

What repairs are covered?

Tesla Motors will repair or replace any factory installed part that is defective in material or workmanship under normal use. Needed repairs will be performed using new or remanufactured parts at the discretion of Tesla Motors. The decision whether a part should be repaired or replaced will be made by the servicing Tesla Store. In the interest of customer satisfaction, Tesla Motors may offer exchange service on some vehicle components. This service is intended to reduce the amount of time your vehicle is not available for use due to repairs.

If an emergency repair is necessary and a Tesla Store is not reasonably available, repairs performed during the warranty period by facilities other than a Tesla Store will not be covered and may void warranty coverage unless repairs are performed after prior approval from Tesla Motors. To obtain warranty service, you must deliver the vehicle to a Tesla Store, at your expense, during regular business hours. In certain instances, Tesla Motors, at its discretion, may authorize repairs at facilities other than its authorized Tesla Store. If this occurs, such repairs will still be covered under the warranty if the vehicle is still within the warranty period for that particular repair.

The Roadster 2 / Roadster Sport Owners Manual provides specific recommendations and instructions regarding the use, operations, and maintenance of the vehicle. It was written to provide guidance on normal vehicle use. You are responsible for following correct operations and maintenance procedures, including, but not limited to:

- Carrying passengers and cargo within specified load limits
- Driving on reasonable road surfaces within legal speed limits
- Driving the vehicle regularly
- Performing all vehicle maintenance procedures
- Charging, and caring for, the Battery, as described in the Owners Manual and in the manual titled Charging your vehicle

Your vehicle is a mechanical device. All mechanical devices make some sort of noise and/or vibration. These noises and vibrations vary from vehicle to vehicle. Tesla Motors recognizes these noises as normal characteristics of the vehicle. Examples of noise and vibration include brake squeal, general knocks, creaks, rattles, wind, and road vibration. Normal noise and/or vibration and/or deterioration as determined by Tesla Motors or its representatives are not covered by the warranty.

Who pays for warranty repairs?

You will not be charged for covered warranty repairs made during the warranty periods for items included in the Bumper to Bumper

coverage. There may be a payment required for items that are subject to a pro rata adjustment such as tires. Some individual parts associated with the vehicle, such as tires and the High Power Connector, have their own warranties with their own terms and restrictions.

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by the vehicle owner. Some states have mandated alternate time coverage periods for parts of your vehicle (for example, seat belts).

To further demonstrate our commitment to customer satisfaction, Tesla Motors may choose to pay for specific repairs or pay for parts that are no longer covered by warranty. Tesla Motors may choose to perform “goodwill” repairs on the vehicle, even though the repair is not covered by the warranty. These actions do not extend the period of the warranty, or re-initiate any warranty coverage, and are solely for customer satisfaction, or for safety purposes.

There may be situations where Tesla Motors will notify all or certain registered owners that a specific repair is recommended or required. In addition to reviewing any notifications sent to you, you may inquire directly at a Tesla Store about the applicability of such programs. When doing so, have your 17-digit vehicle identification number (VIN) available. The VIN is located on the upper dashboard on the driver’s side of your vehicle and is visible through the windshield.

Obtaining repairs

To obtain warranty repairs and/or service, you are required to notify Tesla Motors Service within the warranty period, immediately upon recognition that repairs and/or service is required. It is at the sole discretion of Tesla Motors to determine whether warranty repairs and/or service is performed at a Tesla Store, by dispatching a field service representative(s), or by completing repairs remotely. You must allow a reasonable time for Tesla Motors to complete necessary repairs and/or service procedures. Upon notification by a Tesla Motors representative that repairs and/or service has been completed and your vehicle is ready, Tesla Motors shall not be responsible for any delay you experience retrieving your vehicle. Tesla Motors is not obligated to provide rental of an alternate vehicle while your vehicle is being serviced or repaired; however, such rental may be provided at the sole discretion of Tesla Motors.

Roadside assistance (United States and Canada)

Your vehicle is also covered by the complimentary Tesla Roadside Service Assistance Program. This program applies to all vehicles registered and normally operated in the United States and Canada, with the exception of vehicles registered and/or normally operated in the states of Alaska and Hawaii. For details, refer to the Roadside Assistance Guide, provided in your owners package.

How long is the warranty and what is covered?

Bumper to Bumper coverage

The warranty covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Tesla Motors, subject to the exclusions specified in the section, “How long is the warranty and what is covered?” and the section “What is not covered?”.

The limited warranty coverage period for Bumper to Bumper is three (3) years or 36,000 miles (60,000 kms), whichever comes first, subject to the exclusions specified in this New Vehicle Limited Warranty.

Safety Restraint System

Under your New Vehicle Limited Warranty, your vehicle’s Safety Restraint System coverage begins at the Warranty Start Date and lasts for five (5) years or 50,000 miles (80,000 kms), whichever occurs first. During this coverage period, Tesla Motors covers repairs needed to correct defects in materials or workmanship of any seat belt supplied by Tesla Motors.

Audio System

The audio system is covered for a period of 12 months or 12,000 miles (20,000 kms) (whichever comes first), subject to the exclusions specified in this New Vehicle Limited Warranty.

Corrosion

Under your New Vehicle Limited Warranty, Corrosion coverage begins at the Warranty Start Date and covers body panels against corrosion due to defects in factory-supplied materials and workmanship for the Bumper to Bumper warranty period, provided that you bring your vehicle to a Tesla Store each year to be inspected.

Corrosion coverage only applies if the corrosion causes perforation (holes) in body panels or the chassis. If corrosion is not the result of usage and/or environmental conditions, Tesla Motors may determine it to be caused by paint damage. Paint damage is covered under the terms of the Bumper to Bumper warranty. Note that “Carbon Read Through” is a characteristic of the body panels used on the vehicle and is not a paint defect. Also note that cosmetic or surface corrosion resulting from damage in the paint (for example, stone chips or scratches) is not included in the New Vehicle Limited Warranty.

Corrosion coverage also does not apply to damage caused by accidents, abuse, neglect, improper maintenance, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage.

For additional conditions that do not afford coverage, see the section “What is not covered.”

Replacement Parts

Service and replacement parts installed on your vehicle by a Tesla Store under the New Vehicle Limited Warranty will be covered (parts and labor) until the expiration date of the New Vehicle Limited Warranty, or (depending on the specific part or repair) for at least one year or 12,000 miles (20,000 kms), whichever is the later date.

Parts used in exchange are service replacement parts and can be either new or “remanufactured.” Remanufactured parts are those that have been reconditioned or repaired, depending on the component involved. All remanufactured exchange parts meet Tesla Motors standards and are warranted the same as new parts.

Environmental Protection Agency (EPA) guidelines and Tesla Motors support the capture, purification, and reuse of automotive air conditioning refrigerant gases. As a result, any repairs performed by a Tesla Store may involve the installation of purified reclaimed refrigerant.

All items or parts replaced become the property of Tesla Motors to the fullest extent allowed under applicable law.

Limitations

The performance of necessary repairs and adjustments is the exclusive remedy under these warranties or any implied warranties. No other obligation or liability may be extended or created by any other entity or person without the prior written authorization of Tesla Motors.

Any implied warranty of merchantability or fitness for a particular purpose applicable to the Tesla vehicle is limited to the duration of this New Vehicle Limited Warranty. Performance of repairs and needed adjustments is the exclusive remedy under this warranty or any implied warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

State Law applicable

These warranties give you specific legal rights under state law. You may also have other rights that vary from state to state. The applicable state law of this warranty is the state where the vehicle is delivered to the purchaser, regardless of where the purchase was executed.

What is not covered

General exclusions

The New Vehicle Limited Warranty does not cover damage caused by:

- Accidents, collision or objects striking the vehicle
- Damage caused by any automated or manually-operated car wash, or by using a pressure washer
- Towing the vehicle instead of transporting the vehicle on a flat bed
- Theft, vandalism, or riot
- Fire, explosion or flood

- Using contaminated or improper fluids or lubricants
- Applying or accidentally spilling chemicals or sealants
- Driving through water deep enough to cause water to be ingested into the vehicle or any of its components
- Misuse of the vehicle, such as driving over curbs, overloading, or using the vehicle as a stationary power source
- Overuse of the vehicle and the Battery caused by activities such as off-road driving, competition, racing, and autocross
- Lack of, or improper, maintenance as specified in the Owners Manual
- Airborne chemicals, tree sap, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions
- Repairs performed during the warranty period by facilities other than a Tesla Store or a facility specifically authorized in advance by Tesla Motors to perform a repair

Damage caused by use and/or the environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage to paint, trim, upholstery, and other appearance items that result from use and/or exposure to environmental elements.

The vehicle owner is responsible for damages caused by, but not limited to, the following:

- Dings and dents
- Cuts, burns, punctures or tears
- Road salt
- Tree sap, bird and bee droppings
- Windstorm, lightning, hail
- Earthquake
- Freezing, water or flood
- Stone chips, scratches whether on paint or glass
- Windshield stress cracks
- Outside influences
- Failure to maintain the Battery at a proper charge level at all times
- Damage caused by car washes and pressure washers

Damage caused by alteration or modification

The New Vehicle Limited Warranty does not cover damage caused by:

- Alterations or modifications to the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Tesla Motors
- Tampering with the vehicle, tampering with the Battery or other parts that affect this system, including installation of non-Tesla Motors accessories
- The installation or use of any replacement part not approved by Tesla Motors, or the installation or use of any part for "off-road use only" installed after the vehicle leaves

the control of Tesla Motors, if the installed part fails or causes a Tesla part to fail. Examples include, but are not limited to: lift kits, oversized tires, roll bars, mobile phones, alarm systems, and performance enhancing power train components and performance “chips”.

- Use of any non-Tesla Motors approved parts, non-Tesla Motors approved accessories and materials, or the cutting, welding, or disconnecting of the vehicle's original equipment parts and components, suspension and drivetrain modifications, axle additions, and use of wheels that are incorrectly sized or offset.

Maintenance/Wear and Tear

You are responsible for ensuring that your vehicle is properly maintained according to the instructions in the Owners Manual. Damage or failures caused by lack of correct maintenance are not covered under this New Vehicle Limited Warranty.

Failure of, or damage to, components requiring replacement or repair due to vehicle use, wear, exposure or lack of maintenance, is not covered.

Tires

Vehicle tires are not covered by this New Limited Vehicle Warranty. Tire defects are covered by the tire manufacturer. Refer to the manufacturer's tire warranty, provided in your owners package.

Battery

The New Vehicle Limited Warranty does not cover any damage to the Battery caused by:

- Exposing an unplugged vehicle to ambient temperatures above 120°F (50°C) for over 24 hours
- Storing an unplugged vehicle in temperatures below -20°F (-29°C) for over seven days
- Leaving your vehicle unplugged when the Battery reaches a zero or near-zero state of charge*
- Physically damaging the Battery or intentionally attempting to reduce the life of the Battery
- Exposing the Battery to contact with a direct flame
- Immersing any portion of the Battery in water or fluids
- Opening the Battery enclosure or having it serviced by someone other than a certified Tesla Motors technician
- Neglecting to follow correct charging procedures

***Note:** The Battery gradually discharges during periods of non-use, and therefore should never remain continuously unplugged for an extended period of time, regardless of state of charge. For details, refer to the document titled Charging Your Vehicle, provided in your owners package.

Other items or conditions not covered

The New Vehicle Limited Warranty does not cover:

- Vehicles that have had the odometer disconnected, altered or inoperative with the result that the actual mileage cannot be readily determined.
- Vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage or reconstructed.
- Vehicles that have been determined to be a total loss by an insurance company.
- Repair work performed by facilities other than a Tesla Store is not covered unless it was an emergency repair and a Tesla Store was not available within a reasonable distance, and the repairs were performed after prior approval from Tesla Motors.

If such emergency repairs were performed, the owner must present the paid repair invoices, and any parts that were removed from the vehicle, to a Tesla Store. The owner will be reimbursed for warranted parts at the manufacturer's suggested retail price as described on the paid repair invoice and warranted labor at a geographically appropriate hourly rate multiplied by the Tesla Motor's standard flat rate time for the repair.

Incidental and Consequential Damages

Incidental and consequential damages, such as economic loss or extra expenses incurred, are not covered by the New Vehicle Limited Warranty.

Examples include:

- Loss of vehicle use

- Inconvenience
- Storage
- Reimbursement for loss of time, revenue or salary
- Vehicle rental expenses
- Lodging, meals, or other travel costs
- State or local taxes required on warranty repairs
- Vehicle transportation charges
- Loss of personal or commercial property

Other terms

All of the warranties are subject to the following limitations and disclaimers:

- The warranty described is the only express warranty applicable to your vehicle. Tesla Motors does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or this warranty. No person, including a Tesla Motors employee or its authorized representative, can modify or waive any part of this warranty.
- Tesla Motors reserves the right to make changes to, or additions to, vehicles manufactured or sold by Tesla Motors, and their warranties, at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously manufactured or sold.
- Tesla Motors and its Tesla Stores also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for

certain vehicles or vehicle populations, at the sole discretion of Tesla Motors. The fact that Tesla Motors has provided such measures to a particular vehicle or vehicle population in no way obligates Tesla Motors to provide similar accommodations to other owners of similar vehicles.

- As a condition of these warranties, the vehicle owner is responsible for the proper use, maintenance, and care of the vehicle as described in the Owners Manual. Tesla Motors advises that you keep copies of all maintenance records and receipts to help confirm eligibility for warranty repairs if a question arises as to whether a malfunction was caused by lack of maintenance, or by a defect in material or workmanship under normal use.

This warranty does not imply that each vehicle is defect-free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Tesla provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

State warranty enforcement laws

If you have any concerns or questions regarding your Roadster 2 or Roadster Sport, and have been unable to resolve them to your

satisfaction at a Tesla store, please contact Tesla at 1-877-TESLAEV (1-877-837-5238).

Many states have laws that permit owners to obtain a replacement vehicle, or to receive a refund of the purchase price, under certain circumstances.

The provisions of these laws, sometimes called “lemon laws”, vary from state to state. To the fullest extent allowed by your state law, Tesla Motors requires that you first send provide Tesla with a written notification of any defects or non-conformities you have experienced within a reasonable time, to allow Tesla Motors to have an opportunity to make any needed repairs before you pursue the remedies provided by these laws. Please send your written notification to:

Tesla Motors, Inc.,
1050 Bing Street,
San Carlos, California 94070

Please include the following information:

- Vehicle Identification Number (VIN). The VIN is located on the upper dashboard on the driver’s side of your vehicle and is visible through the windshield. The VIN is also available on the vehicle registration and title documentation.
- Name and location of the Tesla Store
- Vehicle delivery date
- Current mileage
- Description of the defect or non-conformity and a history of the attempts you have made with a Tesla Store or a Tesla Motors representative, to resolve the concern



To mail this form to Tesla Motors, cut on dotted line, fold in half and staple, and affix appropriate postage.

OWNER INFORMATION CHANGE FORM

If your name or address has changed, or you purchased the Tesla Roadster 2 or Roadster Sport as a used vehicle, complete and mail the attached card, even if your warranty coverage has expired. This allows Tesla Motors to contact you with important product or safety updates concerning your vehicle. If you have purchased the Roadster 2 or Roadster Sport as a used vehicle, include proof of ownership and a copy of valid identification such as a driver's license or passport.

Vehicle Identification Number: _____ Date: _____

Full Name: _____

Company Name (if applicable): _____

Street: _____

City: _____ Zip Code: _____ State: _____

Telephone Number: _____ E-mail Address: _____

Mileage when vehicle was purchased (if vehicle was purchased as a used vehicle): _____

affix
appropriate
postage

**Tesla Motors
1050 Bing Street
San Carlos, CA
94070**





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