

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