

TESLA POWERWALL WARRANTY (EUROPEAN WARRANTY REGION)

Effective Date: February 9, 2017

Applies to:

13.5 kWh Powerwall 2 AC	Part Number 1108572-xx-x
Gateway	Part Number 1099752-xx-x
Backup Gateway	Part Number 1109752-xx-x
Gateway Meter	Part Number 1112484-xx-x

Ten Year Warranty

Tesla Motors Netherlands B.V. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

Application	Energy Retention¹		Operating Limitation
Solar self-consumption/ backup only ²	The below % at 10 years following initial installation date:		Unlimited cycles
	For Powerwalls installed in Austria, Belgium, Germany, Luxembourg, Netherlands, Switzerland or the UK	80%	
	For Powerwalls installed in Italy or Portugal	70%	
Any other application or combination of applications	The below % at 10 years following initial installation date:		37.8 MWh of aggregate throughput ³
	For Powerwalls installed in Austria, Belgium, Germany, Luxembourg, Netherlands, Switzerland or the UK	80%	
	For Powerwalls installed in Italy or Portugal	70%	

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing solar energy generated by an onsite array, and using that stored solar energy (i) for daily self-consumption and/or (ii) for use as backup power.

³ Measured at the battery AC output.

Note that this Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE FURTHER LEGAL RIGHTS AND REMEDIES UNDER LOCAL LAWS IN YOUR COUNTRY. THE TERMS OF THIS WARRANTY WILL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. PLEASE SEE THE DISCLOSURES RELATING TO YOUR COUNTRY IN THE APPENDIX TO THIS WARRANTY. FOR A FULL DESCRIPTION OF YOUR LEGAL RIGHTS YOU SHOULD REFER TO THE LAWS APPLICABLE IN YOUR COUNTRY.

Remedies

If your Powerwall fails to comply with the above Warranty, Tesla will repair your Powerwall (using new or refurbished parts), replace your Powerwall with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. Except as required by local law (as noted in the Appendix), Tesla may elect which remedy to provide. If your Powerwall is repaired or replaced under this Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Except as required by local law, the original warranty period will not be extended as a result of your Powerwall being repaired or replaced.

What Products Are Covered?

This Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in the European Warranty Region; (2) has one of the part numbers referenced above; and (3) is installed in the European Warranty Region. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer. For purposes of this Warranty, the European Warranty Region is comprised of Austria, Belgium, Germany, Italy, Luxembourg, the Netherlands, Portugal, Switzerland and the United Kingdom.

Who Can Make a Claim?

Warranty claims can be made by or on behalf of the end user who acquired and put the Powerwall into use for the first time. A subsequent owner of the Powerwall who provides proof of ownership is also entitled to make Warranty claims.

Limitations and Disclaimer

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Warranty.

Some countries do not allow disclaimers of implied warranties or limitations on how long an implied warranty lasts, meaning the above disclaimers and limitations may not apply to you.

General Exclusions

This Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following, each of which may result in your Warranty being voided: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) storage, installation, commissioning, modification or repair of your Powerwall, or opening of the external casing of your Powerwall, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) failure to operate or maintain your Powerwall in accordance with the Owner's Manual; (v) any attempt to modify your Powerwall, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Powerwall at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall's performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Powerwall or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register Your Powerwall

In order to provide this Warranty for the full ten year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten year warranty. We would prefer to avoid this, so will try to notify you if your Powerwall's Internet connection is interrupted for an extended period. It is difficult for us to contact you if you have not registered your Powerwall with us, so **please register your Powerwall with Tesla at the website identified below**. Even if we can't honor your full ten year warranty for the above reasons, we will always honor your warranty for at least four years following the date your Powerwall was installed for the first time.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Warranty, either for specific Powerwall models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Powerwall owners.

Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT PERMITTED BY LAW, TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME COUNTRIES AND REGIONS DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Warranty and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by and construed in accordance with the laws of the country within the European Warranty Region where your Powerwall was first installed. If any provision of this Warranty 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 unenforceable provisions were replaced by valid, legal and enforceable provisions that come closest to Tesla's intention underlying the invalid or unenforceable provision. The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply to this Warranty or any aspect of any dispute relating to this Warranty.

Claims Process

In order to make a claim under this Warranty, please contact the Tesla certified installer who sold you your Powerwall. If you are unable to contact the Tesla certified installer who sold you your Powerwall, or if you purchased your Powerwall directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Powerwall and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Powerwall's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Tesla Contact Details

- **Tesla website for registering a Product or submitting a Service Request Form:**
<https://www.tesla.com/support/powerwall>
- **Tesla email:** powerwallsupport@tesla.com
- **Tesla address:** Burgemeester Stramanweg 122, 1101 EN, Amsterdam, Netherlands, Attn: Powerwall Warranty Claims
- **Tesla telephone numbers:**
 - Australia: +61 1 800 294431
 - Austria: +43 800 80 2480
 - Belgium: +32 800 26614
 - Canada: +1 (844) 498-3752
 - Germany: +49 800 724 4529
 - Italy: +39 800 59 6849
 - Luxembourg: +35 280 08 0921
 - Netherlands: +31 800 3837301
 - New Zealand: +64 800 99 5020
 - Portugal: +35 180 018 0397
 - South Africa: +27 87 550 3480
 - Switzerland: +41 800 002634
 - US: +1 877-798-3752
 - UK: +44 800 098 8064

Appendix – Country Specific Disclosures

Austria

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY STATUTORY WARRANTY RIGHTS YOU MAY HAVE UNDER AUSTRIAN LAW. YOUR STATUTORY WARRANTY RIGHTS CAN BE CLAIMED IRRESPECTIVE OF AND IN ADDITION TO CLAIMS BASED ON THIS WARRANTY.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR DEATH OR PERSONAL INJURY.

Belgium

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY WARRANTY RIGHTS YOU MAY HAVE UNDER MANDATORY BELGIAN LAW. IN PARTICULAR, IF YOU ARE A CONSUMER (AS DEFINED UNDER BELGIAN LAW), THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS YOU HAVE VIS-À-VIS SELLERS UNDER ARTICLES 1649BIS-OCTIES OF THE BELGIAN CIVIL CODE.

THE EXCLUSION OF LIABILITY FOR "CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS WARRANTY" IS INTENDED TO EXCLUDE LIABILITY FOR LOSSES INCLUDING LOSS OF REVENUE, LOSS OF ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY AND LOSS OF GOODWILL.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR FRAUD, WILLFUL INTENT OR GROSS NEGLIGENCE, OR FOR DEATH OR PERSONAL INJURY.

Germany

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY STATUTORY WARRANTY RIGHTS YOU MAY HAVE UNDER GERMAN LAW WITH REGARD TO DEFECT CLAIMS. THE STATUTORY RIGHTS CAN BE CLAIMED IRRESPECTIVE OF AND IN ADDITION TO CLAIMS BASED ON THIS WARRANTY.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY.

Italy

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY WARRANTY RIGHTS YOU MAY HAVE UNDER MANDATORY ITALIAN LAW. IN PARTICULAR, IF YOU ARE A CONSUMER (AS DEFINED UNDER ITALIAN LAW), THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS YOU HAVE VIS-À-VIS SELLERS UNDER ARTICLES 128 AND FOLLOWING OF THE CONSUMER CODE (LEGISLATIVE DECREE NO. 206/2005).

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR FRAUD, WILLFUL INTENT OR GROSS NEGLIGENCE, OR FOR DEATH OR PERSONAL INJURY.

Luxembourg

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY STATUTORY WARRANTY RIGHTS YOU MAY HAVE UNDER LUXEMBOURG LAW WITH REGARD TO DEFECT CLAIMS. YOUR STATUTORY RIGHTS CAN BE CLAIMED IRRESPECTIVE OF AND IN ADDITION TO CLAIMS BASED ON THIS WARRANTY.

The Netherlands

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY STATUTORY WARRANTY RIGHTS YOU MAY HAVE UNDER THE LAWS OF THE NETHERLANDS WITH REGARD TO DEFECT CLAIMS. YOUR STATUTORY RIGHTS CAN BE CLAIMED IRRESPECTIVE OF AND IN ADDITION TO CLAIMS BASED ON THIS WARRANTY.

Portugal

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER PORTUGUESE CONSUMER LAW INCLUDING DECREE-LAW 67/2003, OF APRIL 8, AS AMENDED, AND DECREE-LAW 131/2001, OF APRIL 24.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Switzerland

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY MANDATORY STATUTORY WARRANTY RIGHTS.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR DEATH OR PERSONAL INJURY, OR TESLA'S LIABILITY UNDER THE SWISS PRODUCT LIABILITY ACT.

United Kingdom

IF YOU ARE A CONSUMER (AS DEFINED IN THE CONSUMER RIGHTS ACT 2015) AND YOU PURCHASED YOUR POWERWALL DIRECTLY FROM TESLA:

(A) IF YOUR POWERWALL FAILS TO COMPLY WITH THIS WARRANTY, YOU HAVE THE RIGHT TO REJECT YOUR POWERWALL AND EITHER OBTAIN A FULL REFUND OR REQUEST TESLA TO REPAIR IT. TESLA SHALL NOT BE PERMITTED TO USE REFURBISHED PARTS TO REPAIR YOUR POWERWALL. YOU MUST EXERCISE THIS REJECTION RIGHT WITHIN 30 DAYS AFTER THE DATE YOUR POWERWALL WAS INSTALLED. IF YOU REQUEST TESLA TO REPAIR YOUR POWERWALL AND WE FAIL TO DO SO, YOU WILL HAVE A FURTHER REJECTION RIGHT.

(B) THE "LIMITATION OF LIABILITY" SECTION OF THIS WARRANTY DOES NOT APPLY. HOWEVER, TESLA SHALL NOT BE LIABLE FOR (1) LOSSES THAT WERE NOT FORESEEABLE TO BOTH YOU AND TESLA WHEN THE CONTRACT FOR THE SALE OF YOUR POWERWALL WAS FORMED OR (2) LOSSES THAT WERE NOT CAUSED BY ANY BREACH OF THIS WARRANTY ON THE PART OF TESLA.

NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR DEATH OR PERSON INJURY RESULTING FROM NEGLIGENCE.