

## TESLA POWERWALL WARRANTY (EUROPEAN WARRANTY REGION)

Effective Date: June 9, 2017

Applies to:

13.5 kWh Powerwall 2 AC	Part Number 1108572-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x
Gateway	Part Number 1099752-xx-x
Backup Gateway	Part Number 1118431-xx-x Part Number 1152100-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 tables below.

**For Powerwalls installed in Austria, Belgium, France, Germany, Ireland, Luxembourg, Netherlands, Switzerland or the UK:**

Application <sup>1</sup>	Energy Retention <sup>2</sup>	Operating Limitation
Solar self-consumption <sup>3</sup> or time-based control <sup>4</sup> , and backup <sup>5</sup>	80% at 10 years following initial installation date	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	80% at 10 years following initial installation date	37.8 MWh of aggregate throughput <sup>6</sup>

**For Powerwalls installed in Italy, Spain or Portugal:**

Application <sup>1</sup>	Energy Retention <sup>2</sup>	Operating Limitation
Solar self-consumption <sup>3</sup> or time-based control <sup>4</sup> , and backup <sup>5</sup>	70% at 10 years following initial installation date	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	70% at 10 years following initial installation date	37.8 MWh of aggregate throughput <sup>6</sup>

<sup>1</sup> Certain applications may not be available for your region or product configuration. Confirm availability with Tesla or your Certified Installer.

<sup>2</sup> Expressed as a % of 13.5 kWh rated capacity.

<sup>3</sup> Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

<sup>4</sup> Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

<sup>5</sup> Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

<sup>6</sup> 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, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, 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 contact you if your Powerwall's Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla<sup>7</sup>** so we are able to contact you, if necessary. 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, subject to the exclusions and limitations set out in this Warranty.

## **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.

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<sup>7</sup> The Tesla certified installer who sold you your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy ([www.tesla.com/legal](http://www.tesla.com/legal)). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Warranty.

### **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 submitting a Service Request Form:**  
[www.tesla.com/support/powerwall](http://www.tesla.com/support/powerwall)
- **Tesla email:** [powerwallsupport@tesla.com](mailto: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: +1 877-798-3752
  - France: +33 18 288 5096
  - Germany: +49 800 724 4529
  - Ireland: +44 800 098 8064
  - 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
  - Spain: +34 911 982 624
  - Switzerland: +41 800 002634
  - US: +1 877-798-3752
  - UK: +44 800 098 8064
  - Japan: +81 3-6890-7700

## **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.

### **France**

In Section "*Ten Year Warranty*" of the Warranty, the last two paragraphs are replaced as follows:

*"Note that this Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below. For the purpose of this Warranty, "Consumer" shall have the meaning ascribed to this term by the preliminary section if the French Consumer Code.*

*THIS WARRANTY GIVES YOU ADDITIONAL WARRANTY 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 AS SET FORTH BELOW:*

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY STATUTORY WARRANTY RIGHTS YOU HAVE VIS-À-VIS TESLA UNDER FRENCH LAW WITH REGARD DEFECT CLAIMS.

IN PARTICULAR, IF YOU ARE A CONSUMER, THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY STATUTORY RIGHTS YOU HAVE VIS-À-VIS TESLA. TESLA SHALL REMAIN BOUND IN REGARD TO ANY LACK OF CONFORMITY OF THE PRODUCT AND ANY HIDDEN DEFECT, AS PROVIDED FOR IN SECTIONS 1641 TO 1648 AND 2232 OF THE FRENCH CIVIL CODE AND IN SECTIONS L. 217-4 TO L. 217-12 OF THE FRENCH CONSUMER CODE.

Information regarding statutory warranties:

Section L. 217-4 of the French Consumer Code: The seller shall deliver a good in conformity with the contract and shall be responsible for lack of conformity existing at the time of delivery. It is also responsible for compliance defects resulting from packaging, assembly instructions or the installation where the contract states it is responsible for this or where it has been performed under its responsibility.

Section L. 217-5 of the French Consumer Code: To comply with the contract, the good must:

1° Be suitable for use usually expected of a similar good and, if applicable:

- match the description given by the seller and possess the qualities that the latter has presented to the buyer in the form of a sample or model;
- present the qualities that a buyer may legitimately expect considering the public statements made by the seller, by the producer or by his representative, particularly in advertising or labeling;

2° Or have characteristics defined by mutual agreement of the parties or be suited to any special use sought by the buyer, brought to the knowledge of the seller, and that the latter has accepted.

Section L. 217-12 of the French Consumer Code: Action resulting from the lack of conformity is barred two years after delivery of the good.

Section L. 217-16 of the French Consumer Code: When the buyer requests the seller to carry out repairs covered by his contractual warranty, the period of any resultant shutdown of seven days or longer shall be added to the unexpired term of the warranty. The said period shall run from the time when the buyer requests assistance or the time when the product is taken out of service pending repair, should this be subsequent to the request for assistance.

Section 1641 of the French Civil Code: The seller must warrant against latent defects in the thing sold which render it unfit for the use for which it was intended, or so diminish its use, that the buyer would not have acquired it or would have given a lower price, if it had known about them.

Section 1648 of the French Civil Code, first paragraph: Action resulting from latent defects must be brought by the buyer within a period of two years from the discovery of the defect.

THE STATUTORY RIGHTS CAN BE CLAIMED IRRESPECTIVE OF AND IN ADDITION TO CLAIMS BASED ON THIS WARRANTY.

Section "Remedies" of the Warranty is replaced as follows:

*"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. If you are not a Consumer, the original warranty period will not be extended as a result of your Powerwall being repaired or replaced".*

Section "Limitations and Disclaimer" of the Warranty is replaced as follows:

*"TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL. If you are not a Consumer, any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including warranty of conforming delivery (garantie de conformité), warranty against hidden defects (garantie des vices cachés), warranty against defective products (garantie du fait des produits défectueux) and 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. You acknowledge that you are a professional, knowledgeable regarding the Powerwall and the subject matter of 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".*

Section "Limitation of Liability" of the Warranty is replaced as follows:

*"IF YOU ARE NOT A CONSUMER AND TO THE GREATEST EXTENT PERMITTED BY LAW, TESLA SHALL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REVENUES OR DIMINUTION IN VALUE, REPUTATIONAL HARM 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".*



### **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.

### **Ireland**

IF YOU ARE A CONSUMER (AS DEFINED IN THE CONSUMER PROTECTION ACT 2007) AND YOU PURCHASED YOUR POWERWALL FROM TESLA:

- (A) IF YOUR POWERWALL FAILS TO COMPLY WITH THIS WARRANTY YOU HAVE THE RIGHT TO EITHER A REFUND, REPAIR OR REPLACEMENT OF YOUR POWERWALL;
- (B) THE "LIMITATION OF LIABILITY" SECTION OF THIS WARRANTY DOES NOT APPLY IN THE EVENT OF A TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE OF TESLA'S OBLIGATIONS; AND
- (C) NOTHING IN THIS WARRANTY SHALL LIMIT OR EXCLUDE TESLA'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM ANY ACT OR OMISSION OF TESLA.

### **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.

### **Spain**

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY MANDATORY RIGHTS A CUSTOMER HAS UNDER SPANISH CONSUMER PROTECTION ACT (RDL 1/2007), PARTICULARLY UNDER ARTICLES 82 TO 91 AND 114 TO 119. UNDER THESE ARTICLES, A CONSUMER IS ENTITLED TO CHOOSE WHETHER THE NON-CONFORMING PRODUCT SHALL BE REPAIRED OR REPLACED EXCEPT IF THE PREFERRED CHOICE IMPLIES DISPROPORTIONATE COSTS FOR TESLA.

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT, LIMIT OR OTHERWISE AFFECT ANY MANDATORY WARRANTY RIGHTS YOU MAY HAVE UNDER THE LAWS OF SPAIN. IT PROVIDES A TERM (TEN YEARS OR FOURS YEARS, DEPENDING ON THE CIRCUMSTANCES AS DETAILED ABOVE) THAT GOES BEYOND THE TWO-YEAR CONFORMITY WARRANTY AWARDED BY THE SPANISH LAW TO CONSUMERS.

### **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.