

TESLA POWERWALL WARRANTY (CANADA)

Effective Date: May 24, 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
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	80% at 10 years following initial installation date	Unlimited cycles
Any other application or combination of applications	80% at 10 years following initial installation date	37.8 MWh of aggregate throughput ³

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

Remedies

If your Powerwall fails to comply with the above Warranty, Tesla will, in its sole discretion, either 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. 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 to the extent provided under any Provincial *Consumer Protection Act*, or its equivalent, under no circumstances will the original warranty period be extended as a result of your Powerwall being repaired or replaced.

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.

What Products Are Covered?

This Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in Canada; (2) has one of the part numbers referenced above; and (3) is installed in Canada. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer.

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

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.

Relationship with Applicable Law

This Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some jurisdictions do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

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 Tesla⁴** 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.

Limitation of Liability

EXCEPT AS REQUIRED UNDER PROVINCIAL CONSUMER PROTECTION ACT AND SALES OF GOODS ACT, OR ITS EQUIVALENT, 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. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL. SOME JURISDICTIONS 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.

⁴ 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). 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.

Governing Law

This Warranty shall be governed by laws of the Province of Ontario and the laws of Canada applicable in that Province. 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
- **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: +1 877-798-3752
 - 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
 - Switzerland: +41 800 002634
 - US: +1 877-798-3752
 - UK: +44 800 098 8064
 - Japan: +81 3-6890-7700