TESLA POWERWALL WARRANTY (AUSTRALIA AND NEW ZEALAND)

Effective Date: November 18, 2021

Applies to:

13.5 kWh Powerwall 2 AC	**Part Number 1108572-xx-x** **Part Number 1092170-xx-x** **Part Number 2012170-xx-x** **Part Number 3012170-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 table below.

Application	Energy Retention[1]	Operating Limitation
Solar self-consumption[2] or time-based control[3], and backup[4]	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[5]

Note that this Warranty (including its duration) is subject to a number of important exclusions and limitations, as well as certain conditions being met. These 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.

[1] Expressed as a % of 13.5 kWh rated capacity.
[2] Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.
[3] Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.
[4] Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.
[5] Measured at the battery AC output.

Remedies

If your Powerwall fails to comply with the above Warranty, Tesla will, in its sole discretion, either repair your Powerwall, replace your Powerwall with an equivalent product, or refund you the market price of an equivalent product at the time of the warranty claim. A Powerwall presented for repair may be replaced by a refurbished Powerwall of the same type rather than being repaired. Refurbished parts may be used to repair your Powerwall. 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, subject to any rights and remedies you have under local laws in your country or region in respect of the repaired or replacement product.

What Products Are Covered?

This Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in Australia or New Zealand; (2) has one of the part numbers referenced above; and (3) is installed in Australia or New Zealand. 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

TO THE GREATEST 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, to the extent permitted by law, 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 the 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**[6] so we are able to contact you, if necessary. Even if we can't honor the full ten year warranty for the above reasons, we will always honor the 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

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.

[6] 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.

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. TO THE EXTENT PERMITTED BY LAW, 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 or (if applicable) state or province 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

- **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
  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

Australia

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE AUSTRALIAN CONSUMER LAW.

OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE YOUR POWERWALL REPAIRED OR REPLACED IF IT FAILS TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THESE CONSUMER GUARANTEE RIGHTS APPLY FOR A "REASONABLE PERIOD", WHICH DEPENDS UPON ALL THE RELEVANT CIRCUMSTANCES INCLUDING THE PRICE OF THE PRODUCT, THE USES TO WHICH IT HAS BEEN PUT AND THE NATURE OF THE PRODUCT.

New Zealand

THIS WARRANTY IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE CONSUMER GUARANTEES ACT 1993 AND THE FAIR TRADING ACT 1986 (THE "NEW ZEALAND CONSUMER LAW").

IF THE PRODUCT IS ACQUIRED FOR THE PURPOSES OF A BUSINESS THEN THE CONSUMER GUARANTEES ACT 1993 SHALL NOT APPLY.

YOUR RIGHTS UNDER NEW ZEALAND CONSUMER LAW MAY ALSO APPLY TO ANY REPAIRED OR REPLACEMENT POWERWALL.