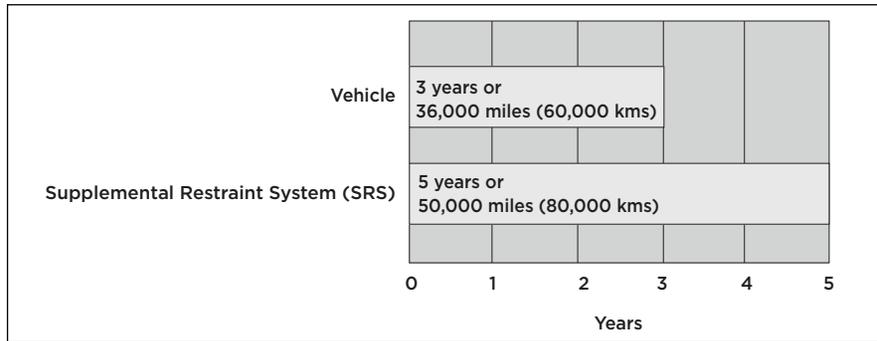


New Vehicle Limited Warranty (North America)

Warranty coverage summary



Service outside of warranty region

In the event the vehicle owner desires to have the vehicle serviced or repaired by Tesla Motors outside the Tesla Motors North America Warranty Region, a one-time assessment may be imposed by the Tesla Motors Service Center in an amount to be determined in the sole discretion of the Tesla Motors Service Center, but not less than \$15,000.00 USD. This assessment must be paid by the vehicle owner to the Tesla Motors Service Center before any diagnostic, service or repair work is performed on the vehicle. In addition to this one-time payment, the vehicle owner will be responsible for payment in full for all labor and parts charges for all work performed on the vehicle.

Tesla Motors will provide repairs to a Tesla-manufactured vehicle during the applicable warranty period in accordance with the terms, conditions and limitations defined in this New Vehicle Limited Warranty.

Who can enforce this New Vehicle Limited Warranty?

The first retail purchaser, or assignee, of all new Roadster and Roadster Sport vehicles sold in Tesla Motors North America Warranty Region, titled or registered in the name of the first retail purchaser, or assignee, registered according to the laws of the 50 states of the United States of America, the District of Columbia, or Canada, and normally driven in the Tesla North America Warranty Region. For purposes of this New Vehicle Limited Warranty, the Tesla Motors North America Warranty Region is defined as the 50 states of the United States of America, the District of Columbia, and the 10 provinces of Canada.

When does the warranty period begin and end?

This New Vehicle Limited Warranty begins on the first day a new vehicle is put into use by delivery to the first retail purchaser(s), or by leasing or registering as a company car or demonstrator, whichever is earlier. The vehicle is covered for 3 years or 36,000 miles (60,000 kms), whichever comes first. Some parts may have separate coverage under other warranties described in this document, and parts repaired or replaced under this New Vehicle Limited Warranty are covered only until the applicable warranty period ends. If you have any questions about when the warranty period for your vehicle begins or ends, contact Tesla Motors.

Who is the warrantor?

For US customers only:

Tesla Motors, Inc.,
3500 Deer Creek Road,
Palo Alto, California 94304,
1-877-TESLAEV (1-877-837-5238)

For Canadian customers only:

Tesla Motors, Inc.,
50 Queen Street North, Suite 1020
Kitchener, Ontario N2H 6M2
1-877-TESLAEV (1-877-837-5238)

New Vehicle Limited Warranty (North America)

What is covered under the New Vehicle Limited Warranty?

The New Vehicle Limited Warranty covers defects in material or workmanship of any part manufactured or supplied by Tesla Motors that occur under normal use within the applicable warranty period, subject to the exclusions and limitations listed below. The exclusive remedy available to you under the New Vehicle Limited Warranty is repair or replacement of the covered defects. Such repair or replacement will be performed without cost to you when Tesla Motors is notified of the covered defect within the applicable warranty period. Repairs will be performed using new or remanufactured parts at the sole discretion of Tesla Motors, and all replaced parts or other components, including, but not limited to, the Battery, the Alternator, the Motor, and the Transmission or Gear Box, are the exclusive property of Tesla Motors.

Exclusions and limitations

Corrosion and paint

The New Vehicle Limited Warranty covers defects in factory-supplied materials and workmanship where corrosion causes perforation (holes) in body panels or the chassis from the inside out. Surface or cosmetic corrosion from the outside in, such as stone chips or scratches, is not covered. This New Vehicle Limited Warranty covers paint defects caused by factory-supplied materials and workmanship, but "carbon read through," a characteristic of the vehicle's carbon fiber body panels, is not covered. All corrosion and paint defects caused by accidents, abuse,

neglect, improper maintenance, installation of an accessory, exposure to chemical substances, or damages resulting from an act of God or nature, fire, or improper storage are not covered.

Safety Restraint System

The New Vehicle Limited Warranty covers defects in the factory supplied materials and workmanship of the vehicle's SRS for a period of 5 years or 50,000 miles (80,000 kms), whichever comes first.

Audio system

The New Vehicle Limited Warranty covers defects in the factory supplied materials and workmanship of the vehicle's audio system for a period of 12 months or 12,000 miles (20,000 kms), whichever comes first.

Tires

The New Vehicle Limited Warranty does not cover the vehicle's tires, which may be covered under a separate warranty from the tire manufacturer.

Battery

The New Vehicle Limited Warranty does not cover any damage to the vehicle's battery caused by abuse, misuse, accident, lack of maintenance or improper maintenance, including, but not limited to, the following:

- Allowing the battery to reach a zero or near-zero state of charge or neglecting to follow proper charging procedures.
- Exposing the vehicle to temperatures above 120°F (50°C), or below -20°F (-29°C).

- Physically damaging the battery or intentionally attempting to extend or reduce the life of the battery.
- Exposing the battery to direct flame.
- Immersing any portion of the battery in water or fluids.
- Opening the battery enclosure.
- Having the battery serviced by someone other than Tesla Motors.

Other damage to vehicle

The New Vehicle Limited Warranty does not cover any damage to the vehicle caused by normal wear or deterioration of any part, abuse, misuse, accident, lack of maintenance, or improper maintenance, including, but not limited to, the following:

- Any item concerning the vehicle's general appearance that is not due to a defect in material or workmanship.
- Expendable maintenance items (such as filters or brake pads/linings) when replaced due to normal wear or customer abuse.
- Accidents, collisions, or objects striking the vehicle.
- Alteration or modification of the vehicle, or the installation of fluids, parts or accessories not authorized by Tesla Motors, including, but not limited to, off-road kits, lift kits, oversized tires, roll bars, mobile phones, alarm systems, and performance enhancing power train components and performance "chips."
- Automated or manually-operated car wash, or pressure washer.

New Vehicle Limited Warranty (North America)

- Towing the vehicle instead of transporting the vehicle on a flat bed.
- Theft, vandalism, or riot.
- Fire, explosion, earthquake, windstorm, lightning, hail, flood, or deep water.
- Driving the vehicle off-road, over curbs, or in competition, racing or autocross; overloading the vehicle; using the vehicle as a stationary power source.
- Damage caused by the environment, including, but not limited to, exposure to sunlight, airborne chemicals, tree sap, bee droppings, road debris (including stone chips), industry fallout, rail dust, salt, hail, floods, wind storms, lightning and other environmental conditions.
- Repairs performed by any person or entity other than Tesla Motors.
- Windshield or window glass that is broken, chipped, scratched, or cracked, other than as a result of a defect in material or workmanship.
- Normal noise and vibration, including, but not limited to, brake squeal, general knocks, creaks, rattles, and wind and road vibration.

Other exclusions and limitations

The New Vehicle Limited Warranty does not cover the following:

- Vehicles that have had the odometer disconnected, altered or rendered inoperative so that it is impossible to determine the actual mileage.
- 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.

What are your responsibilities under the New Vehicle Limited Warranty?

To obtain warranty service, you must notify Tesla Motors within the applicable warranty period, and deliver the vehicle, at your expense, during regular business hours to a Tesla Motors Service Center, or such other repair facility designated by Tesla Motors. The location of the nearest Tesla Service Center may be obtained by visiting www.teslamotors.com. You also may be eligible for Mobile Service at a location convenient to you for a charge, at the discretion of Tesla Motors. Whenever you contact Tesla Motors, please be prepared to provide the 17-digit Vehicle Identification Number, which is located on the upper dashboard on the driver's side of the vehicle, and visible through the windshield.

You are responsible for the proper operation and regular maintenance of the vehicle. The Roadster Owners Manual provides specific instructions and recommendations regarding the use, operation, and maintenance of the vehicle, including, but not limited to:

- Carrying passengers and cargo within specified load limits.

- Driving on designated public roads and highways, within legal speed limits.
- Driving the vehicle regularly over a distance of several miles.
- Performing all vehicle maintenance procedures.
- Charging, and caring for, the battery, as described in the Owners Manual.

Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where applicable law allows, you are responsible for payment of these taxes.

You must allow Tesla Motors a reasonable time for completion of repairs and/or service. Upon notification by Tesla Motors of the completion of the vehicle repairs and/or service, you are responsible for immediately picking up the vehicle, at your own expense.

Roadside assistance (North America)

Tesla Motors provides complimentary roadside assistance in its Tesla Roadside Service Assistance Program for all repairs covered under the New Vehicle Limited Warranty, except in the states of Alaska and Hawaii. Please refer to the Roadside Assistance Guide provided in the Owners Package for details concerning this program. Tesla Motors also provides roadside assistance for a fee, for transporting vehicles that are rendered inoperable due to accident or battery discharge.

New Vehicle Limited Warranty (North America)

IMPLIED WARRANTIES

IMPLIED WARRANTY ARISING UNDER APPLICABLE STATE OR PROVINCIAL LAWS, IF ANY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE EXTENT ALLOWABLE BY LAW, OR LIMITED IN DURATION TO THE TERM OF THIS NEW VEHICLE LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES AND/OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INCIDENTAL AND CONSEQUENTIAL DAMAGE

TESLA MOTORS HEREBY DISCLAIMS ANY AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO YOUR VEHICLE, INCLUDING, BUT NOT LIMITED TO, TRANSPORTATION TO AND FROM A TESLA MOTORS SERVICE CENTER, LOSS OF TIME, LOSS OF INCOME, LOSS OF USE, INCONVENIENCE OR AGGRAVATION, EMOTIONAL DISTRESS OR HARM, COMMERCIAL LOSS (INCLUDING LOST PROFITS) TOWING CHARGES, BUS FARES, VEHICLE RENTAL, SERVICE CALL CHARGES, GASOLINE EXPENSES, LODGING EXPENSES, DAMAGE TO TOW VEHICLE, AND INCIDENTAL CHARGES SUCH AS TELEPHONE CALLS, FACSIMILE TRANSMISSIONS, AND MAILING EXPENSES. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Other terms

No person, including a Tesla Motors employee or its authorized representative, can modify or waive any part of this New Vehicle Limited Warranty. Tesla Motors reserves the right to make changes to vehicles manufactured or sold by Tesla Motors and the applicable warranties, at any time, without incurring any obligation to make the same or similar changes to vehicles previously manufactured or sold, or the New Vehicle Limited Warranties applicable to those vehicles. Nothing herein shall imply that each vehicle is free of defects. Tesla provides the New Vehicle Limited Warranty in order to remedy any defects covered under the warranty.

Warranty enforcement laws

Many jurisdictions have laws, commonly called "Lemon Laws," whose purpose is to assure you certain rights if you have problems with your new vehicle. These laws vary depending on the state, province or territory. To the fullest extent allowed by the law of your jurisdiction, Tesla Motors requires that you first provide Tesla Motors with written notification of any defects or non-conformities you have experienced, within a reasonable time to allow Tesla Motors an opportunity to make any needed repairs, before you pursue any remedy under these laws.

Please send your written notification to:

For US customers only:

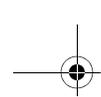
Tesla Motors, Inc.,
3500 Deer Creek Road,
Palo Alto, California 94304,
1-877-TESLAEV (1-877-837-5238)

For Canadian customers only:

Tesla Motors, Inc.,
50 Queen Street North, Suite 1020
Kitchener, ON N2H 6M2
1-877-TESLAEV (1-877-837-5238)

Please include the following information:

- Vehicle Identification Number (VIN). The VIN is located on the upper dashboard on the driver's side of your vehicle and is visible through the windshield. The VIN is also available on the vehicle registration and title documentation.
- Name and location of the Tesla Store and/or Tesla Service Center nearest you.
- Vehicle delivery date.
- Current mileage.
- Description of the defect or non-conformity.
- History of the attempts you have made with a Tesla Store or a Tesla Motors representative to resolve the concern.



If applicable, complete the following form and mail to:

Tesla Motors
3500 Deer Creek Road
Palo Alto, CA 94304

OWNER INFORMATION CHANGE FORM

If your name or address has changed, or you purchased the Tesla Roadster or Roadster Sport as a used vehicle, complete and mail the attached card, even if your warranty coverage has expired. This allows Tesla Motors to contact you with important product or safety updates concerning your vehicle. If you have purchased the Roadster or Roadster Sport as a used vehicle, include proof of ownership and a copy of valid identification such as a driver's license or passport.

Vehicle Identification Number: _____ Date: _____

Full Name: _____

Company Name (if applicable): _____

Street: _____

City: _____ Zip/Postal Code: _____ State/Province: _____

Telephone Number: _____ E-mail Address: _____

Mileage when vehicle was purchased (if vehicle was purchased as a used vehicle): _____

