



**POWERWALL MANUFACTURER'S WARRANTY CERTIFICATE (AUSTRALIA)**

**Effective Date: January 22, 2016**

**Applies to: Daily Cycle Powerwall part number 1067000-00-B, 1067000-00-C**

**THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS OF THE TESLA MANUFACTURER'S WARRANTY FOR POWERWALL PRODUCTS WITH THE PART NUMBERS REFERENCED ABOVE, WHICH IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS A CUSTOMER HAS UNDER THE AUSTRALIAN CONSUMER LAW.**

Subject to the exclusions and limitations described below, Tesla Motors Netherlands B.V. ("**Tesla**") provides the following manufacturer's warranties (the "**Warranty**") for all Tesla Powerwall products with the part numbers referenced above (the "**Product**") that are purchased from Tesla or an entity expressly authorized by Tesla to resell the Product (an "**Authorized Reseller**"). Except as stated below, Warranty claims may only be made by or on behalf of (a) an Authorized Reseller, (b) the end user who acquired and put the Product into use for the first time (the "**Original End-User**") or (c) any owner of the Product subsequent to the Original End-User who provides proof of title transfer, provided that the Product has never been relocated from its original installation location without the express written consent of Tesla. This Warranty shall be valid for all Products purchased by an Original End-User in Australia, or purchased by an Authorized Reseller for resale to an Original End-User in Australia.

1. **Product Warranty.** During the Product Warranty Period, the Product shall, under normal use and conditions, (a) conform to the specifications identified in the Product Data-Sheet (that is available at the website identified below) and (b) be free from defects in workmanship and materials. The "**Product Warranty Period**" is the period from the date title to the Product transferred from Tesla to the original purchaser (the "**Original Sale Date**") until the date falling 120 calendar months from the Warranty Start Date. The "**Warranty Start Date**" is the earlier of (i) the date falling 6 calendar months after the Original Sale Date and (ii) the date the Product is installed on behalf of the Original End-User (the "**Original Installation Date**").
2. **Capacity Retention Warranty.** The Product shall retain the capacity levels specified in Exhibit A during the applicable periods identified therein (each, a "**Capacity Retention Warranty Period**").

**IMPORTANT NOTE: THIS WARRANTY MAY BE VOIDED PRIOR TO THE END OF THE PRODUCT WARRANTY PERIOD AND CAPACITY RETENTION WARRANTY PERIOD IF CERTAIN EXCLUSIONS APPLY. IN PARTICULAR, THIS WARRANTY WILL BE VOIDED AFTER 48 MONTHS IF YOU FAIL TO REGISTER YOUR POWERWALL AT THE WEBSITE IDENTIFIED BELOW AND CONNECT IT TO THE INTERNET WITHIN 3 MONTHS FOLLOWING ITS INSTALLATION. THIS WARRANTY MAY ALSO BE VOIDED EARLY IF YOU FAIL TO MAINTAIN YOUR INTERNET CONNECTION. SEE PARAGRAPH 5 BELOW FOR FULL DETAILS OF THESE, AND OTHER, EXCLUSIONS.**

3. **No Extension of Warranty Periods.** If the Product is repaired or replaced under this Warranty, the remainder of the Product Warranty Period and Capacity Retention Warranty Period(s) shall apply to the repaired or replacement Product. Under no circumstance shall such periods be extended beyond the original Product Warranty Period or Capacity Retention Warranty Period(s) on account of any warranty repair or replacement.
4. **Remedies.** In the event a justified claim for breach of this Warranty is submitted in accordance with the procedures described in this Warranty, Tesla will, at its sole discretion, (a) repair the defective Product, (b) replace the defective Product with an equivalent product (or, if Tesla has discontinued manufacture of the Product, a mutually acceptable alternative product) or (c) refund the current market price of an equivalent product at the time of the Warranty claim. In such circumstances, Tesla shall also be responsible for the costs of teardown, disassembly, transportation, re-assembly and re-installation of the Product or any of its components (or their respective replacements), subject to Tesla's Return Material Authorization (RMA) policy (which is available on the website identified below). Goods presented for repair may be replaced by refurbished goods of the same type

rather than being repaired. Refurbished parts may be used to repair the goods.

5. Exclusions. This Warranty does not apply to any defect resulting from any of the following, each of which shall void this Warranty with respect to the affected Product: (i) abuse, misuse, negligence, accidents or force majeure events, including but not limited to lightning, flood, fire, extreme cold weather, or other events outside the reasonable control of Tesla; (ii) storage, installation, commissioning, modification or repair of the Product, or opening of the external casing of the Product, that is performed by anyone other than Tesla or a Tesla-certified installer; (iii) failure to install, operate or maintain the Product in accordance with the Installation and User Manual; (iv) any attempt to extend or reduce the life of the Product, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (v) removal and reinstallation at a location other than the original installation location, without the express written consent of Tesla. **IN ADDITION, IF THE PRODUCT IS NOT REGISTERED WITH TESLA AT THE WEBSITE IDENTIFIED BELOW, AND CONNECTED TO THE INTERNET, WITHIN 3 CALENDAR MONTHS FOLLOWING ITS INSTALLATION ON BEHALF OF THE ORIGINAL END-USER, THIS WARRANTY SHALL BE AUTOMATICALLY VOIDED ON THE DATE FALLING 48 CALENDAR MONTHS FOLLOWING THE WARRANTY START DATE. SIMILARLY, IF THE PRODUCT'S INTERNET CONNECTION IS INTERRUPTED AND IS NOT RESTORED WITHIN 45 DAYS OF TESLA'S DELIVERY OF A WRITTEN REQUEST TO THE END USER'S REGISTERED EMAIL ADDRESS, THEN, UNLESS OTHERWISE AGREED BY TESLA, THIS WARRANTY SHALL BE AUTOMATICALLY VOIDED ON THE DATE FALLING 48 CALENDAR MONTHS FOLLOWING THE WARRANTY START DATE, OR (IF 48 CALENDAR MONTHS FOLLOWING THE WARRANTY START DATE HAVE ALREADY EXPIRED) THE END OF SUCH 45 DAY PERIOD.**

**IMPORTANT NOTE:** Tesla needs to be able to monitor the Powerwall and provide remote firmware upgrades in order to offer full Product Warranty Period and Capacity Retention Warranty Period. Do not forget to register your Powerwall at the website identified below and connect it to the internet within 3 calendar months following its installation, so that you qualify for the full Product Warranty Period and Capacity Retention Warranty Period. Also, you must maintain your internet connection throughout the Product Warranty Period and Capacity Retention Warranty Period. Notify Tesla if you expect your internet connection to be disabled for more than 45 consecutive days.

6. Items Not Covered. The Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of the Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact the Product's performance; (c) damage that occurs during shipping or transportation after the Original Sale Date; (d) damage or deterioration that occurs after the expiration or voiding of the applicable Warranty period or that is reported more than ten (10) days after the expiration or voiding of such period; or (e) theft or vandalism of the Product or any of its components.

7. Relationship with Consumer Law. In addition to its rights under this Warranty, the Original End User and subsequent owners of the Product may be entitled to statutory warranty rights under applicable state, provincial or national laws. Tesla does not exclude, limit or suspend other rights the Original End User and subsequent owners of the Product may have. In particular, the Product comes with guarantees that cannot be excluded under the Australian Consumer Law. You (meaning the Original End User and subsequent owners of the Product) are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Original End User and subsequent owners of the Product are also entitled to have the goods repaired or replaced if the goods fail 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.

8. Limitation of Liability. **TO THE FULLEST EXTENT PERMITTED BY LAW, TESLA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, TESLA'S LIABILITY ARISING OUT OF OR RELATED TO A CLAIM UNDER THIS WARRANTY WITH RESPECT TO AN INDIVIDUAL PRODUCT WILL NOT EXCEED 105% OF THE PURCHASE PRICE PAID**

**TO TESLA FOR SUCH INDIVIDUAL PRODUCT. SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY, OR MAY ONLY APPLY TO A LIMITED EXTENT.**

9. Governing Law. This Warranty shall be governed by and construed in accordance with the laws of the Australian state in which the Product was installed by or on behalf of the Original End-User. The United Nations Conventions on Contracts for the International Sale of Goods (1980) shall not apply to or govern this Warranty or any aspect of any dispute arising herefrom.

10. Claims Process. Claims under this Warranty must be made by notifying the Authorized Reseller from whom the Product was purchased. For a Warranty claim to be processed, it must include (i) proof of the original purchase of the Product by the Original End-User and any subsequent transfers of ownership of the Product, (ii) a description of the alleged defect(s), and (iii) the relevant Product's serial number and Original Installation Date. Prior to returning any Product to Tesla, an RMA (Return Merchandise Authorization) number is required. Authorized Resellers may request an RMA at the website identified below. Product owners who are unable to contact the Authorized Reseller from whom the Product was purchased, or who purchased the Product directly from Tesla, should contact Tesla at the address, email address or telephone numbers identified below.

### **Tesla Contact Information**

- **Tesla website for Product Data Sheet:** [www.teslamotors.com/support/powerwall](http://www.teslamotors.com/support/powerwall)
- **Tesla website for registering a Product:** <https://www.teslamotors.com/support/powerwall-installer>
- **Tesla website for requesting an RMA:** <https://www.teslamotors.com/support/powerwall-installer>
- **Tesla email:** [Powerwallsupport@teslamotors.com](mailto:Powerwallsupport@teslamotors.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 208885307

New Zealand: +64 800 99 5020

Portugal: +35 180 018 0397

South Africa: +27 87 550 3480

Switzerland: +41 800 002634

US: +1 (844) 378-3752

UK: +44 800 098 8064

Exhibit A

CAPACITY RETENTION LEVELS

1. The Product shall maintain **>85%** of its initial rated capacity until the earliest to occur of:
  - (a) The lithium-ion battery cells in the Product have reached **4 MWh** of aggregate discharge throughput (at the battery DC output); or
  - (b) **2 years** have expired from the Original Installation Date.
  
2. The Product shall maintain **>72%** of its initial rated capacity until the earliest to occur of:
  - (a) The lithium-ion battery cells in the Product have reached **9 MWh** of aggregate discharge throughput (at the battery DC output); or
  - (b) **5 years** have expired from the Original Installation Date.
  
3. The Product shall maintain **>60%** of its initial rated capacity until the earliest to occur of:
  - (a) The lithium-ion battery cells in the Product have reached **18 MWh** of aggregate discharge throughput (at the battery DC output); or
  - (b) **10 years** have expired from the Original Installation Date.

During measurement of the Product's capacity, (i) the ambient temperature of the Product shall be 25°C ±2°C, (ii) the initial temperature of the battery pods shall be 25°C ±1°C and (iii) power shall be discharged by the Product at 2kW, as measured at the 400V DC link, from 100% state of energy.