

POWERWALL LIMITED WARRANTY EXTENSION: TESLA ENERGY PLAN (AU)

Effective Date: 12 October 2021

1. What Products are Covered?

This Limited Warranty Extension covers any Powerwall that is covered under the Limited Warranty and which is enrolled in the Tesla Energy Plan on the later of; (i) 30 days after your Powerwall was installed; and (ii) 31 March 2022. This Limited Warranty Extension amends the Limited Warranty, which continues in effect as modified by this Limited Warranty Extension.

2. What Issues are covered?

Tesla promises that your Powerwall:

A. will be free from defects in design and materials for 5 years starting on year 11 and finishing at the end of the 15th year following its initial installation date; and

B. will retain energy capacity as shown in the table below.

Application	Energy Retention¹	Operating Limitation
Participating in Tesla Energy Plan	60% after the 10 th year and through to the 15 th year following initial installation date	Unlimited cycles

3. What issues aren't covered?

This Limited Warranty Extension is subject to the same exclusions as the Limited Warranty.

4. Who Can Make a Claim?

The person who owns the Powerwall and who registered to participate in the Tesla Energy Plan can make a claim under this Limited Warranty Extension as set out in the Limited Warranty.

5. How Do I Make a Claim?

Claims can be made by following the procedure in your Limited Warranty.

6. What Will Tesla Do About the Problem?

Tesla will choose to make repairs replace equipment or compensate you for the part of your Powerwall that isn't working as set out in the Limited Warranty.

THIS LIMITED WARRANTY EXTENSION IS PROVIDED IN ADDITION TO, AND DOES NOT EXCLUDE, RESTRICT OR LIMIT ANY RIGHTS YOU HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

YOUR POWERWALL COMES 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

¹ Expressed as a % of 13.5 kWh rated capacity.

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.

7. Agreement to Arbitrate. Please read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.

If you have a dispute arising out of or relating to any aspect of the relationship between you and Tesla, Inc. or its affiliates (which we call “Tesla”), please send us an email to resolutions@tesla.com describing your dispute and how you would like it resolved.

If not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your Powerwall (such as claims related to statements Tesla made about our products).

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator can only resolve disputes between you and Tesla, and cannot consolidate claims from others without consent from you. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as what lawyers call injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated.

If you prefer, you can take your dispute to small claims court instead.

If you don't want to agree to arbitration, you can opt out of arbitration by sending a letter within 30 days after placing your initial order for the Powerwall. Please send the letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered and a statement explaining your decide to opt out of the arbitration provision. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

8. Limitation of Liability

If the law where the System is installed says we can agree neither of us will have to pay the other for any indirect damages (what lawyers call “special or consequential damages”), then we agree we won't have to pay each other indirect damages.

9. Governing Law

This warranty is governed by the laws of the State where your System is installed.

10. Tesla Contact Details

- **Tesla website for submitting a Service Request Form:**

www.tesla.com/support/powerwall

- **Tesla email:** powerwallsupport@tesla.com
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304,
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