



TESLA SOLAR ROOF LIMITED WARRANTY (USA)

Effective Date: May 28, 2021

Applies to Product Reference Number:

Tesla SR-TE-03-01

Limited Warranties

Tesla, Inc. warrants that:

- (1) **Product Warranty.** Your Solar Roof will be free from defects in design and materials for 25 years from the date your Solar Roof is installed, except as otherwise provided in the Module Warranty below.
- (2) **Weatherization Warranty.** Your Solar Roof will remain in place and prevent damage to your Home caused by the passage of wind and rain through your Solar Roof for 25 years from the date your Solar Roof is installed.
- (3) **Module Warranty.** The power output capacity¹ of your Solar Roof will be at least 95.0% of the “Rated Peak Power”² specified on the Solar Roof data sheet (multiplied by the size of your Solar Roof) at 5 years after your Solar Roof is installed. The power output capacity will decline by no more than 0.5% per year for the following 20 years. This warranty covers the power your Solar Roof will produce under standard test conditions.

Note that this Limited Warranty (including its duration) is subject to certain exclusions and limitations that are set out in detail below.

Remedies

If your Solar Roof fails to comply with the above Product or Module Warranties, Tesla will, in its sole discretion, repair, replace or compensate you for the defective part of your Solar Roof (using new or refurbished parts).

If your Solar Roof fails to comply with the above Weatherization Warranty during the first ten years after your Solar Roof's installation (the “Initial Period”), Tesla will, in its sole discretion, repair, replace or compensate the defective part of your Solar Roof (using new or refurbished parts). If your Solar Roof fails to comply with the above Weatherization Warranty during the 15 years following the Initial Period (the “Prorated Period”), Tesla will provide prorated compensation for the cost of repair or replacement of the defective part of your solar roof, but Tesla will not cover labor or other costs during the Prorated Period, and Tesla will also take into account the number of full years of use that you have enjoyed from the installation date of your Solar Roof through the date of your claim, and reduce the amount of Tesla's compensation to you accordingly. Tesla will prorate the amount of our compensation to you during the Proration Period. That means in year 11 your compensation for a claim will be limited to 60% of the material costs of your Solar Roof (we will not cover labor or account for the installation costs), and your compensation limit will decrease by 4% each year thereafter until the end of the Weatherization Warranty period,

If your Solar Roof is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replaced portion of your Solar Roof. The original warranty period does not extend because your Solar Roof is repaired or replaced. These remedies are your sole remedy, and Tesla's sole liability, for any claims arising from or relating to the Limited Warranty or your Solar Roof.

What Products are Covered?

¹ Power output capacity refers to the ability of a Solar Roof module to produce power under Tesla's standard test conditions. Tesla's standard test conditions are Air Mass 1.5, Irradiance 1000W/m², Module Temperature 25°C.

² The Solar Roof module's “Rated Peak Power” may vary +/- 5% at time of manufacture.



This Limited Warranty applies to any Tesla Solar Roof that (1) was purchased from Tesla in the United States of America; (2) has one of the product reference numbers mentioned above; and (3) is installed in the United States of America.

This Limited Warranty does not cover (i) the workmanship of the installer of your Solar Roof; (ii) materials and equipment supplied by your installer and not Tesla (which may include, for example, a roof underlayment); or (iii) power level electronics (meaning as applicable, the inverter, rapid shut-down device and mid-circuit interrupters). Your power level electronics may be manufactured by Tesla, in which case they are covered by our separate Tesla Solar Inverter and Solar Shutdown Device Limited Warranty. If they are not manufactured by Tesla, they will come with at least a 10-year warranty from their manufacturer.

If you experience any issues with your power level electronics during the above-referenced warranty periods, please contact Tesla Customer Service so we can assist, including helping you make a warranty claim to the manufacturer (if applicable). When you need to replace any of your power level electronics after their warranted life, please contact Tesla Customer Service and we will help you obtain and install the applicable replacement power level electronic component, at your cost.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired the Solar Roof for installation on his or her Home, or any subsequent owner of the Home who provides proof of ownership of the Home.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together “Tesla”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements 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 www.adr.org.

The arbitrator may only resolve disputes between you and Tesla, and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. 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 injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.



Maintenance and Operation

Tesla will provide you with an initial copy of the Solar Roof Owner's Manual, and may provide updated versions of such manual, including by publication on Tesla's website (collectively, the "Owner's Manual"). The Owner's Manual provides you with Solar Roof operation and maintenance instructions, answers to frequently asked questions, troubleshooting tips and service information. You must maintain and operate the Solar Roof in accordance with the instructions in the Owner's Manual.

The Solar Roof requires routine maintenance that is not covered by this Limited Warranty. This required maintenance is set out in the Owner's Manual. Routine maintenance must be performed in compliance with the requirements set out in the Owner's Manual.

The solar array electrical components in your Solar Roof have a 25-year operating life. If you operate the power producing parts of your Solar Roof after the period of the Module Warranty, you assume all the risk and liability of that operation.

If you think there is a problem with your Solar Roof, you may call us. As a first step we will review historical energy production data from your system to remotely diagnose and resolve any problems. If we determine that there is a problem but we cannot diagnose the specific problem remotely, we will send a qualified Solar Roof professional to your Home. If repairs are needed and covered by this Limited Warranty, you will not be charged for the repairs. If repairs are not covered by this Limited Warranty, we will charge you our then-current site visit fee plus the cost for any work you authorize us to do.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR SOLAR ROOF. 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 Limited Warranty. This Limited Warranty does not warrant any specific electrical performance of your Solar Roof other than that described in the Module Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific rights, and you may also have other rights which vary from state to state. For example, some states 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 Limited 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 Limited Warranty does not apply to any breach of this Limited Warranty directly or indirectly caused by or resulting from any of the following: (i) abuse, misuse or negligence, (ii) accidents or other events beyond Tesla's (or its affiliates', subcontractors' or representatives') reasonable control, including but not limited to lightning, flood, earthquake, fire, wind events with a gust velocity greater than 139 miles per hour, hail, corrosion if the installation is within 1500 feet of salt water, salt spray, or salt fog, and other extreme weather events; (iii) failure to operate or maintain your Solar Roof in accordance with the Owner's Manual; (iv) removal or reinstallation of your Solar Roof at a location other than the original installation location; (v) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (vi) water entering around a fitting, accessory or other material not supplied by Tesla; (vii) any material or equipment not supplied by Tesla that the Solar Roof may be connected to; or (viii)



someone other than Tesla installing, removing, re-installing or repairing the Solar Roof (including, but not limited to, damaging the Solar Roof during such work).

In addition, this Limited Warranty does not cover (a) conditions at your Home not caused by our breach of this Limited Warranty, including, but not limited to, unpermitted conditions, improper electrical wiring, defects in the roof structure that cause it to sag over time, chimney or exhaust vent heights that are reduced by your Solar Roof, cracked or crumbling masonry, or inadequate attic ventilation; (b) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of your Solar Roof; (c) damage or deterioration that occurs after the expiration or voiding of all or part of the Limited Warranty; or (d) theft or vandalism of your Solar Roof or any of its components.

Finally, please note that the color of replacement Solar Roof tiles may vary from the originals due to normal weathering, changes in our Solar Roof, or other causes.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, may modify or waive any part of this Limited Warranty, or make any additional promises to you about the Solar Roof that are not in this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Solar Roof models or on an ad hoc, case-by-case basis. Tesla reserves the right to do so without incurring any obligation to make a similar payment to other Solar Roof owners.

Limitation of Liability

TESLA IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED 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 IS NOT LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY KIND RELATING TO ANY DAMAGE TO YOUR HOME OR TO YOUR HOME'S CONTENTS WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE. TESLA'S AGGREGATE LIABILITY ARISING OUT OF ALL CLAIMS MADE UNDER THIS LIMITED WARRANTY AND (IF APPLICABLE) ALL CLAIMS MADE UNDER ANY AGREEMENT WITH TESLA FOR THE PURCHASE AND INSTALLATION OF YOUR SOLAR ROOF, WILL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR SOLAR ROOF.

SOME STATES 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.

Governing Law

All matters arising under or relating to this Limited Warranty shall be governed by the internal substantive laws of the state where your Solar Roof is installed, except to the extent inconsistent with or pre-empted by federal law and without regard to the state's choice of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process



In order to make a claim under this Limited Warranty, please contact us as soon as possible after discovering the problem. Please have available (i) your name, address and a description of the alleged failure(s), (ii) any pictures or other materials you have that show the problem, and (iii) your Solar Roof's original installation date (if known).

Tesla Contact Details

- **Tesla email:** Energycustomersupport@tesla.com
- **Tesla address:** 6569 Las Vegas Boulevard South, Las Vegas, Nevada 89119, Attn: Customer Care - Solar Roof Warranty Claims
- **Tesla telephone number:** US: +1 (888) 765-2489