

TESLA SOLAR INVERTER AND SOLAR SHUTDOWN DEVICE LIMITED WARRANTY (USA)

Effective Date: January 7, 2021

Applies to:

Tesla Solar Inverter (“Inverter”)	Part Number 1538000-xx-y Part Number 1534000-xx-y
Tesla Solar Shutdown Device The Tesla Solar Shutdown Device is a device installed on the roof, which is required by the National Electrical Code, to permit rapid shutdown of the Inverter and increase the safety of the electrical circuit.	Part Number 1550379-xx-y

Limited Warranty for Inverter and Solar Shutdown Device

Tesla, Inc. warrants that your Inverter will be free from defects for twelve and one-half (12.5) years following its initial installation date.

Tesla, Inc. warrants that your Solar Shutdown Device(s) will be free from defects for twenty-five (25) years following its initial installation date.

The Inverter and Solar Shutdown Device(s) are collectively referred to as the “Tesla Products.”

The Inverter and Solar Shutdown Devices are installed as part of a solar photovoltaic system, which may or may not be manufactured by Tesla, and which is collectively referred to as the “System.” A System may contain one or more Solar Shutdown Devices.

It may be that your System contains only an Inverter and no Solar Shutdown Devices. If so, the applicable provisions of this Limited Warranty will apply to the Inverter. Tesla Solar Shutdown Devices are not intended to be installed without a Tesla Inverter, and therefore this Limited Warranty does not apply to Solar Shutdown Devices installed in a System without such an Inverter.

Remedies

If your Tesla Product fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Tesla Product (using new or refurbished parts), replace your Tesla Product with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your Tesla Product is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Inverter being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to any Tesla Inverter or Solar Shutdown Device that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Inverter or Solar Shutdown Device from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Tesla Product into use for the first time. A subsequent owner of the Tesla Product who provides proof of ownership is also entitled to make Limited Warranty claims.

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 <http://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.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR INVERTER AND/OR YOUR SOLAR SHUTDOWN DEVICE(s). 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.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal 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 defect resulting from any of the following: (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 Tesla Product, or opening of the external casing of your Tesla Product, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) any attempt to modify your Tesla Product, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Inverter Tesla Product a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited 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 Tesla Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Inverter’s performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Tesla Product or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Inverter

In order to provide this Limited Warranty for the Inverter for the full 12.5 year warranty period, Tesla requires the ability to update your Inverter through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Inverter for a short period. By installing your Inverter and connecting it to the Internet, you consent to Tesla updating your Inverter through these remote upgrades from time to time, without further notice to you. If your Inverter 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 your full Limited Warranty for your Inverter. If you did not purchase your Inverter directly from Tesla or our affiliate, **please register your Inverter with Tesla**¹ so we are able to contact you, if necessary. Even if we can’t honor your full Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date the applicable Tesla Product was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

¹ The Tesla certified installer who sold you your Tesla Product(s) should give you an opportunity to register your Tesla Product(s) 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 Limited Warranty.

California Proposition 65 Warning

We are required to advise you that the Tesla Products may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Tesla Products other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of 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 models of Tesla Products 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 owners of Tesla Products.

Limitation of Liability

TESLA SHALL NOT BE 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'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR TESLA PRODUCT(S).

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

This Limited Warranty shall be governed by the laws of the state where your Tesla Product is installed, except to the extent inconsistent with or pre-empted by federal law. 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 the Tesla certified installer who sold you your Tesla Product. If you are unable to contact the Tesla certified installer who sold you your Tesla Product, or if you purchased your Tesla Product 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 Tesla Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Tesla Product's serial number and original installation date. Prior to returning any Tesla 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/solar-inverter
- **Tesla email:** energycustomersupport@tesla.com.
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304,
Attn: 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