



POWERWALL MANUFACTURER’S WARRANTY CERTIFICATE (SOUTH AFRICA)

Effective Date:	January 22, 2016	
Applies to part numbers:	Daily Cycle Powerwall:	1073253-00-A
	Weekly Cycle Powerwall:	1073254-00-A

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 OR OBLIGATIONS A CUSTOMER OR TESLA HAS UNDER SOUTH AFRICAN STATUTORY CONSUMER LAW, AND IN PARTICULAR, THE CONSUMER PROTECTION ACT, 2008, AND THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT, 2002, TO THE EXTENT THAT EITHER OR BOTH APPLIES. IN PARTICULAR, THIS WARRANTY APPLIES IN ADDITION TO ANY WARRANTIES AWARDED TO CONSUMERS FOR PURPOSES OF SOUTH AFRICAN STATUTORY CONSUMER LAW AS DESCRIBED ABOVE. NOTE THAT THIS WARRANTY (A) MAY LIMIT THE RISK OR LIABILITY OF TESLA OR A THIRD PARTY; (B) MAY CREATE RISK OR LIABILITY FOR YOU, THE CONSUMER; (C) MAY COMPEL YOU, THE CONSUMER, TO INDEMNIFY TESLA OR A THIRD PARTY; AND/OR (D) INDICATE AN ACKNOWLEDGEMENT OF A FACT BY YOU, THE CONSUMER.

Subject to the exclusions and limitations described below, Tesla Motors, Inc. (“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, and provided further that such Warranty claims may only be made during the applicable Warranty period (as described below). This Warranty shall be valid for all Products purchased by an Original End-User in South Africa, or purchased by an Authorized Reseller for resale to an Original End-User in South Africa.

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 in and 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”).

<p>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.</p>
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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, subject to any rights and remedies you have under the Consumer Protection Act, 2008, in respect of the repair or replacement of the 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, but subject to the provisions of paragraph 8 below, (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). Refurbished parts may be used to repair the Product, and the Product may be replaced by a refurbished product of the same type.

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 10 days after the expiration or voiding of such period; or (e) theft or vandalism of the Product or any of its components.

7. **Exclusive Remedies.** This Warranty is provided voluntarily and free of charge and is additional to the rights and remedies that the Original End User and subsequent owner of the Product have under the Consumer Protection Act, 2008. **TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS**

FOR A PARTICULAR PURPOSE, USE OR APPLICATION, AND ANY WARRANTIES AGAINST LATENT OR HIDDEN DEFECTS), ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

8. Voetstoots. Save for those warranties and representations expressly given or made in this Warranty, or implied by any statutory law, including the Consumer Protection Act, 2008, no warranties or representations are given or made in respect of the Product, or any other matter whatsoever, whether express, tacit or implied, and the Product is being sold to you on a *voetstoots* and an “as is” basis. **TESLA HEREBY EXPRESSLY EXCLUDES, TO THE EXTENT PERMITTED IN LAW, ALL WARRANTIES IMPLIED BY COMMON LAW, INCLUDING, BUT NOT LIMITED TO, THE COMMON LAW WARRANTY AGAINST LATENT DEFECTS AND ACCORDINGLY LIMITS THE REMEDIES AVAILABLE TO YOU IN RELATION TO THE PRODUCT TO THOSE EXISTING UNDER THIS WARRANTY AND THE CONSUMER PROTECTION ACT, 2008.**

9. 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 Original End-User or subsequent purchaser of the Product may, within 6 months from the Original Sale Date have a statutory warranty right under the Consumer Protection Act, 2008. In the event that a justified claim for breach of the statutory warranty of good quality is submitted within 6 months from the Original Sale Date in accordance with the procedures described in this Warranty, you may, in your sole discretion request Tesla to (a) repair or replace the defective Product with an equivalent product, or (b) refund you the price paid for the Product on the Original Sale Date. If you request Tesla to repair or replace the defective product, Tesla has the sole discretion to either repair or replace the defective Product with an equivalent product. Any repairs effected during this period are subject to a warranty of a further 3 months and should any further defects emerge during that period (whether related to the repaired component or not) Tesla will either replace the Product or refund the purchase price of the Product to you, on return of the defective item.

10. 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.**

11. Governing Law. This Warranty shall be governed by and construed in accordance with the laws of the Republic of South Africa. 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.

12. Claims Process. 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. Original End-Users and subsequent owners of the Product should make claims under this Warranty by notifying the Authorized Reseller from whom the Product was purchased. Original End-Users and subsequent owners of the Product 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.

13. Provisions Severable. All provisions and the various clauses of this Warranty are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Warranty which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Warranty shall

remain in full force and effect.

Tesla website for Product Data-Sheet:	www.teslamotors.com/support/powerwall
Tesla website for registering a Product:	www.teslamotors.com/support/powerwall-channel
Tesla website for obtaining an RMA:	www.teslamotors.com/support/powerwall-channel
Tesla email:	Powerwallsupport@teslamotors.com
Tesla address:	3500 Deer Creek Road, Palo Alto, CA 94304, USA, Attn: Powerwall Warranty Claims
Tesla telephone numbers:	US: +1 (844) 378-3752 Canada: +1 (844) 498-3752 Germany: +49 800 724 4529 Austria: +43 800 80 2480 South Africa: +27 87 550 3480 Australia: +61 1 800 294431 New Zealand: +64 800 99 5020

Exhibit A

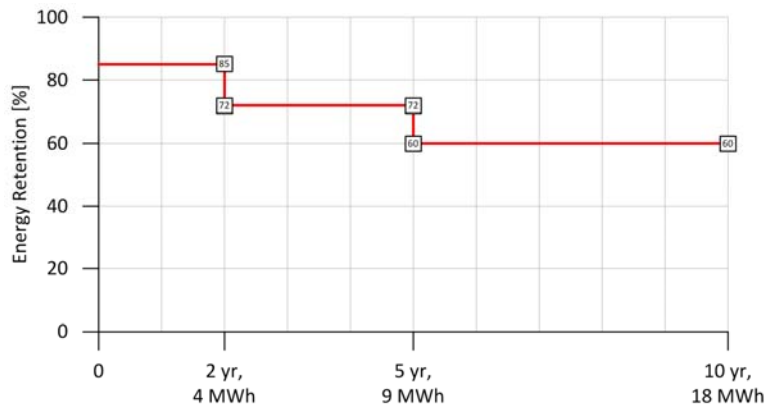
CAPACITY RETENTION LEVELS

Daily Cycle Powerwall

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.



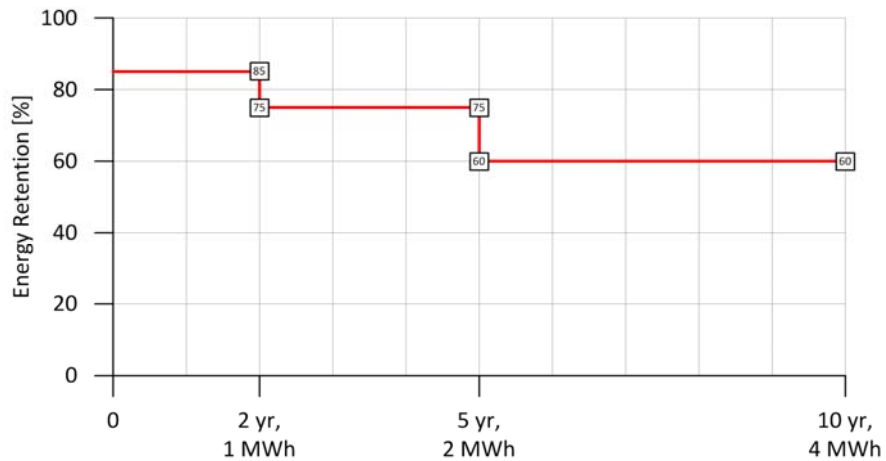
During measurement of the Product's capacity, (i) the ambient temperature of the Product shall be $25^{\circ}\text{C} \pm 2^{\circ}\text{C}$, (ii) the initial temperature of the battery pods shall be $25^{\circ}\text{C} \pm 1^{\circ}\text{C}$ and (iii) power shall be discharged by the Product at 2kW,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

Weekly Cycle Powerwall

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 **1 MWh** of aggregate discharge throughput (at the battery DC output); or
 - (b) **2 years** have expired from the Original Installation Date; or
 - (c) The Product has been placed in off-grid mode **ten times**, or has spent **240 hours** in off-grid mode.

2. The Product shall maintain **>75%** of its initial rated capacity until the earliest to occur of:
 - (a) The lithium-ion battery cells in the Product have reached **2 MWh** of aggregate discharge throughput (at the battery DC output); or
 - (b) **5 years** have expired from the Original Installation Date; or
 - (c) The Product has been placed in off-grid mode **fifty times**, or has spent **1200 hours** in off-grid mode.

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 **4 MWh** of aggregate discharge throughput (at the battery DC output); or
 - (b) **10 years** have expired from the Original Installation Date; or
 - (c) The Product has been placed in off-grid mode **one hundred times**, or has spent **2400 hours** in off-grid mode.



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