

November 20, 2023

**Model:**

Model S, Model X,  
Model 3, Model Y



Tesla, Inc.

**Region:**  
United States

## ***Tire Protection Plan Terms and Conditions, United States***

These Tesla, Inc. ("Tesla") Tire Protection Plan ("Plan") Terms and Conditions cover the repair or replacement necessary to rectify a puncture in the subject tire ("Covered Part") and/or damage that prevents the wheel from sealing to the Covered Part or maintaining the tire manufacturer's air pressure specifications ("Failure") caused by a "road hazard" under normal use on public roads maintained by state or local authorities.

This Plan is subject to the following terms, conditions, limitations, exceptions, and definitions and does not cover, among other specified items, damage to Your Vehicle. No person has the authority to change this Plan or to waive any of its provisions. This Plan is for the sole benefit of its purchaser or the recipient of a valid transfer of this Plan and applies only to the Covered Part for which it is purchased. Purchase of this Plan is optional and not a condition to the purchase of a new tire or any other Tesla product.

Any dispute, claim, or controversy between you and Tesla arising out of, or related to, this Plan is subject to binding arbitration on an individual basis in accordance with the Agreement to Arbitrate section below.

You acknowledge and agree that You shall be responsible for all applicable state and local taxes on the purchase price, Deductible, or Mobile Service as required by law. Any such applicable taxes are not included in the purchase price of this Plan.

The obligations of Tesla under this Plan are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy.

## Definitions

- “Coverage Period”: Begins on the Effective Date and expires twelve (12) months following the Effective Date or when less than 2/32 in. (1.5 mm) of tread remain on the lowest point of the Covered Part, whichever occurs first.
- “Covered Part”: The new tire purchased directly from and installed immediately by Tesla for which this Plan is purchased or validly transferred pursuant to this Plan and identified using the Department of Transportation (“DOT”) Tire Identification Number (“TIN”) located on the tire’s sidewall and the wheel the tire is mounted on at time of purchase.
- “Effective Date”: The date the Covered Part is installed at a Tesla Authorized Service Location.
- “Failure”: A puncture in the Covered Part and/or damage that prevents the wheel from sealing to the Covered Part or maintaining the tire manufacturer’s air pressure specifications.
- “Plan”: These Tesla Tire Protection Plan Terms and Conditions between You and Tesla.
- “Road Hazard”: A hazard that is encountered while driving on public roads maintained by state or local authorities, including, but not limited to, nails, glass, or potholes.
- “Tesla Authorized Service Location”: Any Tesla Service Center, Mobile Service, or Mobile Tire Location. [Original language: [www.tesla.com/findus](http://www.tesla.com/findus)]
- “Vehicle”: The vehicle on which Tesla installed the Covered Part.
- “You”: The eligible purchaser or recipient of a valid transfer of this Plan.

## Eligible Purchase

- You purchase a new tire directly from Tesla to be installed immediately by Tesla (“Covered Part”).
- You purchase this Plan in the same transaction as the Covered Part.
- If applicable, You are the recipient of a valid transfer of this Plan pursuant to the terms of this Plan.

## Tesla’s Responsibilities

- Tesla agrees to repair or replace any Covered Part as required due to a Failure, subject to the terms of this Plan. For additional information, see “Limits of Liability” below.
- Tesla will repair the Covered Part if it can be performed safely. If the Covered Part cannot be repaired safely, it will be replaced with another part of the same make and model or if not available, a comparable part. The replaced (i.e., damaged) tire will be returned to Tesla.
- Tesla will replace the wheel which the Covered Part was mounted on due to a Failure

## Your Responsibilities

- To maintain the validity of this Plan, You must follow the recommendations listed in the “Tire Care and Maintenance” section of the Owner’s Manual and on the tire manufacturer’s website, including but not limited to: maintaining recommended air pressure, rotating and balancing your tires every 6,250 miles (10,000 km) or when the difference in tread depth between the front and rear tires is greater than 2/32 in. (1.5 mm), whichever comes first.
- You must maintain all records related to the Covered Part and this Plan.

## Obtaining Service Under This Plan

- In the event of a Failure:
  - Schedule a service appointment at a Tesla Authorized Service Location in a reasonable and timely manner.
    - If Your Vehicle is more than 50 miles (80 km) from the nearest Tesla Authorized Service Location, contact Roadside Assistance.
  - Cease operation of the Vehicle if necessary to prevent further damage. Your inability to do so may result in additional repairs not covered under this Plan.
  - Cooperate in the investigation of the Failure.
  - Permit inspection before performance of any repairs.
- Upon request, provide records related to the purchase of this Plan and Covered Part and maintenance of the Covered Part.

## Transfers and Cancellations

### Transfers

You may transfer this Plan to a new private owner of the same Vehicle during the applicable Coverage Period, provided that the following conditions are met:

- This Plan is not transferred to a vehicle dealer or to the customer of a vehicle dealer.
- All records related to the Plan and Covered Part purchase are transferred to the new owner.
- All maintenance requirements are met during the Coverage Period.
- The Vehicle is subject to inspection by Tesla.

### Cancellations

This Plan cannot be cancelled, subject to relevant state and/or local laws.

## Exclusions

- Damage to the Covered Part caused by:
  - Vandalism, collision, commercial use (including carriage of passengers for hire), racing, off-road driving, or using non-approved snow chains per the Owner's Manual.
  - Force majeure events, including but not limited to: earthquakes, fire, hurricanes, flood, or lightning.
  - Negligence, misuse, abuse, or improper towing, repair or balancing.
  - Damaged caused by failure to maintain the tire as recommended in the Owner's Manual and/or by the tire manufacturer.
  - A mechanical failure of the Vehicle itself or any of its components.
  - Aftermarket wheels or suspension components.
- Tires repaired, removed, and/or reinstalled outside of a Tesla Authorized Service Location.
- Cosmetic damage or noise, vibration, or harshness that does not affect the operability or structural integrity of the tire or wheel.
- Tires that are defaced or altered to the extent in which it is difficult to determine the Tire Identification Number (located on the sidewall).
- Vehicles that have been labeled or branded as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss.
- Vehicles that have been determined to be a total loss by an insurance company.
- Vehicles that have been determined by a Tesla Authorized Service Location to be fire-damaged, flood-damaged, rebuilt, reconstructed, irreparable or sustained damage equivalent to a total loss.

- Additional loss or damage due to failure to use reasonable precautions to protect the Vehicle and/or Covered Part from any further loss or damage after a Failure has occurred.

## Roadside Assistance

Tesla Roadside Assistance is a service intended to minimize inconvenience when Your Vehicle is inoperable. This service is available to you 24/7 by calling 1-877-798-3752. The Vehicle must be located in the North America Region at the time Roadside Assistance is requested; however, Roadside Assistance is a separate service and is not provided under this Plan. Please refer to Tesla's Roadside Assistance policy for full details and disclosures. Prices and availability of services are subject to change and may differ based on location.

## Limitation of Liability

Coverage is limited to the repair or replacement of the Covered Part. Tesla is not liable to you for any incidental, special, or consequential damages arising out of this Plan, including, but not limited to, loss of Vehicle value, use, or property. Your sole and exclusive remedy under this Agreement will be limited to reimbursement of what you paid for this Plan.

### 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](mailto: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. You further agree that any disputes related to the arbitrability of your claims will be decided by the court rather than an arbitrator, notwithstanding AAA rules to the contrary.

To initiate the arbitration, you will pay the filing fee directly to AAA and we will pay all subsequent AAA fees for the arbitration, except you are responsible for your own attorney, expert, and other witness fees and costs unless otherwise provided by law. If you prevail on any claim, we will reimburse you your filing fee. The arbitration 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](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 vehicles. 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, then that claim or remedy (and only that claim or remedy) 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, Order Number or Vehicle Identification Number, 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.