

<b>SC-25-00-003 R3</b> August 27, 2025		<b>Tesla, Inc.</b> Service Customer Document	
<b>Model</b>	<b>Section/Group</b>	<b>Country/Region</b>	
Model S, Model 3, Model X, Model Y, Cybertruck	00 - Inspection & Service	United States	

# Windshield Protection Plan Subscription Terms and Conditions, United States

This Tesla, Inc.<sup>1</sup> (“**Tesla**”) Windshield Protection Plan Subscription (“**Agreement**”) covers the repair or replacement necessary to rectify a chip, crack, or other similar condition caused by rocks, debris, and other similar hazards (“**Road Hazard**”) as defined below, which prevents the Tesla-manufactured or Tesla-supplied windshield (“**Covered Windshield**”) of the eligible vehicle sold directly to You by Tesla (“**Vehicle**”) from functioning safely (collectively a “**Failure**”).

Eligibility <sup>2</sup>	Inspection <sup>2</sup> Requirements	Coverage Period	Deductible (USD)
Within seven (7) days of Delivery of Your Vehicle	No Inspection is required.	Pay-As-You-Go, Automatic Monthly Renewal	<ul style="list-style-type: none"> <li>\$0 Deductible required for Covered Windshield Repairs.</li> </ul>
Seven (7) Days or greater post-delivery of Your Vehicle	Inspection is required.		<ul style="list-style-type: none"> <li>\$0 Deductible for initial replacement Claim<sup>3</sup>.</li> <li>\$100 Deductible is applicable for every subsequent replacement Claim.</li> </ul>
Vehicle Model		Subscription Fee (USD)	
Model S		\$15.00	
Model 3		\$12.00	
Model X		\$23.00	
Model Y		\$12.00	
Cybertruck		\$35.00	

<sup>1</sup> Florida, Nevada, New York, and Texas ONLY: All references to Tesla shall refer to Tesla Florida, Inc, Tesla Motors NV, Inc., Tesla Motors New York LLC and Tesla Motors TX, Inc., respectively.

<sup>2</sup> See [Section D](#), Eligibility; Inspection; Territory for further details.

<sup>3</sup> Even though this is a month-to-month Agreement, starting one year after the Effective Date—and every year after that—You will qualify for one (1) Covered Windshield replacement with a \$0 Deductible. This benefit applies to the first approved Claim made during each 12-month period, as long as Your Agreement is active and in good standing at the time of the Claim.

## General Provisions

To be covered by this Agreement, a Failure must first occur during the Plan's automatic monthly renewal ("**Coverage Period**"), which commences on the date that You approve this Agreement ("**Effective Date**") and runs for one month thereafter. The Agreement will renew automatically unless and until You cancel the Agreement or Tesla declines to renew the Agreement, as described in [Section L](#) and [Section M](#) below.

Coverage requires that (1) the Covered Windshield was purchased directly from and installed immediately by Tesla Service Center (including where applicable, the Vehicle's original windshield); and (2) if applicable, You authorize and pay Tesla to complete a Windshield Protection Plan Inspection ("**Inspection**"), along with any related services or repairs listed on the Inspection that are required to make the Vehicle eligible for coverage under this Agreement.

This Agreement is subject to the following terms, conditions, limitations, exclusions, and definitions and does not cover, among other specified items, damage to Your Vehicle. No person has the authority to change this Agreement or to waive any of its provisions. This Agreement is for the sole benefit of its subscriber or the recipient of a valid transfer of this Agreement and applies only to the Covered Windshield for the Vehicle. **This Agreement is optional and not a condition to the purchase, leasing, or financing of a windshield, vehicle, or any other Tesla product.**

Any dispute, claim, or controversy between You and Tesla arising out of, or related to, this Agreement is subject to binding arbitration on an individual basis in accordance with [Section J](#) below.

You acknowledge and agree that You will be responsible for all applicable state and local taxes on the Subscription Fee or Deductible. Any such applicable taxes are not included in the Subscription Fee or Deductible.

The obligations of Tesla under this Agreement are backed by the full faith and credit of Tesla and are not guaranteed under a service contract reimbursement policy. This Agreement may provide a duplication of coverage already provided by Your automobile insurance policy.

## Definitions

- "Agreement" has the meaning set forth above on Page 1.
- "Claim" means a request for services pursuant to this Agreement performed (or to be performed) during a Service Visit at a Tesla Service Center.
- "Coverage Period" has the meaning set forth above on Page 1.
- "Covered Windshield" has the meaning set forth above on Page 1.
- "Deductible" means the out-of-pocket fee applicable for eligible Claims of a Covered Windshield.
- "Effective Date" has the meaning set forth above on Page 1.
- "Inspection" refers to a Vehicle inspection for the sole purpose of this Agreement, performed by Tesla.
- "Failure" has the meaning set forth above on Page 1.
- "Monthly Term" refers to a monthly period in which this Agreement is in effect.
- "Road Hazard" means rocks, debris, and other similar hazards encountered on public roads maintained by state or local authorities, which physically impact the Covered Windshield causing a Failure, with respects to [Section F](#) of this Agreement below.
- "Service Region" has the meaning set forth in the heading for Country/Region on Page 1.
- "Subscription Fee" means the monthly payment You are responsible for as set forth above on Page 1.
- "Tesla App" means the means the Tesla mobile application.
- "Vehicle" has the meaning set forth above on Page 1.
- "You/Your" means the eligible subscriber of this Agreement.

## A. Deductible

- You are responsible for the \$100 (USD) Deductible for each Covered Windshield replacement.
- You are responsible for the \$0 (USD) Deductible for each initial replacement or Covered Windshield repair.

## B. Tesla's Responsibilities

If a Failure occurs, Tesla will first attempt to repair the Covered Windshield if it can be performed safely. If the Covered Windshield cannot be repaired safely, it will be replaced with another compatible Covered Windshield. The decision whether to use a new, used, or refurbished part will be made at Tesla's sole discretion. The replaced Covered Windshield will become the property of Tesla.

## C. Your Responsibilities

- You must maintain all records related to the purchase of the Covered Windshield and this Agreement.
- You are responsible for the applicable Deductible for any covered Claim.
- You are responsible for making Your Subscription Fee payments on time and in full.
- Subscription Fee will be collected automatically, and you allow Tesla to store and recover funds from your specified payment method.
- Payments are subject to Tesla's Payment Terms: [www.tesla.com/legal/terms](http://www.tesla.com/legal/terms).
- Your subscription payments, as displayed in the Tesla app at the time of enrollment, are subject to change with at least thirty (30) days' advance notice.

## D. Obtaining Service Under This Agreement

If a Failure occurs, You must schedule a service appointment at a Tesla Authorized Service Location within a reasonable time.

Please have Your mileage and date of Failure ready for Tesla, and please make Tesla aware of the existence of this Agreement before repairs are performed. The occurrence of a Failure may require You to do one or more of the following, as applicable:

- Cease operation of the Vehicle if it cannot be operated safely, or if necessary to prevent further damage.
- Cooperate in the investigation of the Failure.
- Permit Inspection under of the Vehicle before performance of any repairs under applicable circumstances as set forth in the Service Terms table on Page 1.
- Upon request, provide records related to the purchase of this Agreement and the Covered Windshield, and any maintenance of the Covered Windshield.

## E. Roadside Assistance

You may seek Roadside Assistance in either the United States or Canada, as applicable. Roadside Assistance is a separate service and is **not** provided under this Agreement. 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.

## F. Exclusions (What Is Not Covered)

This Agreement does not cover, and Tesla will not be responsible for the cost of Failures and other damage to the extent arising from:

- Damage to the Covered Windshield caused by:
  - Tint, stickers, or decals (or replacement of such items);
  - Events occurring prior to Effective Date;
  - Vandalism;
  - Cosmetic damages;
  - Collision;
  - Commercial use (including carriage of passengers for hire);
  - Racing or off-road driving;
  - Force majeure events, including but not limited to earthquakes, fire, hurricanes, flood, or lightning;
  - Negligence, misuse, abuse, or towing.
- Issues arising from the maintenance or repair of the Covered Windshield by non-Tesla personnel.
- Vehicles that have been branded or determined—by an insurance company or a Tesla Authorized Service Location—as dismantled, fire-damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable, or a total loss, or to any additional damage resulting from failure to take reasonable precautions to protect the vehicle or covered windshield after a failure has occurred.

## G. Coverage Period

This Agreement operates on a month-to-month basis and automatically renews each billing cycle unless terminated. Upon termination by either party, this Agreement shall not be renewed or reinstated beyond the billing cycle in which termination occurs. [Sections C](#) through [Section M](#) shall survive any termination or expiration of this Agreement.

## H. Eligibility; Inspection; Territory

**Eligibility.** This Agreement applies to the Covered Windshield of an eligible Vehicle in the available Service Region. See [Section F](#), Exclusions above.

The following conditions are required for Your Vehicle to be eligible for this Agreement:

- a) Vehicle Delivered within seven (7) Days: You may be eligible to subscribe to this Agreement from the Tesla app, within seven (7) days of accepting delivery of Your Vehicle without an Inspection.
- b) Post-Delivery seven (7) Days of Your Vehicle: You may be eligible to subscribe to this Agreement from the Tesla app, if more than seven (7) calendar days have passed since You accepted delivery of Your Vehicle, provided Your Vehicle passes a completed Inspection performed by Tesla.
- c) Paid Windshield Replacement: You may be eligible to subscribe to this Agreement from the Tesla app, if You accept this Agreement within seven (7) days of Covered Windshield replacement performed by Tesla.

**Inspection.** To determine if Your vehicle qualifies for this Agreement, You must authorize Tesla to perform an inspection. If any issues are identified, You are responsible for completing the necessary repairs or services at Your own expense before subscribing. You have thirty (30) calendar days to return to a Tesla Service Center to complete any required repairs without an additional inspection. Once Your Vehicle passes the inspection, You have seven (7) calendar days to subscribe to this Agreement within Your Tesla app.

**Territory.** You must return to the Service Region in order to receive service under this Agreement.

## **I. Limits of Liability**

IMPLIED AND EXPRESS WARRANTIES AND CONDITIONS ARISING UNDER APPLICABLE STATE LAWS OR FEDERAL STATUTE OR OTHERWISE IN LAW OR IN EQUITY, IF ANY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, OR THOSE ARISING BY A COURSE OF DEALING OR USAGE OF TRADE, ARE DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY LAW, OR LIMITED IN DURATION TO THE COVERAGE PERIOD OF THIS AGREEMENT.

The performance of necessary repairs and parts replacement, up to one (1) Claim in any 12-month period, is the exclusive remedy under this Agreement or any implied warranties. Tesla is not obligated to provide duplicate remedies for the same issue under this Agreement and any Tesla limited warranty or service plan. Liability is limited to the reasonable price for repair or replacement of any Covered Windshield, not to exceed the manufacturer's suggested retail price for that part. Replacement may be made with parts of like kind and quality, including non-original manufacturer's parts or remanufactured parts.

In no event will liability for a Failure under this Agreement exceed the fair market value of the Vehicle at the time immediately preceding the Failure. In addition, the sum of all benefits payable under this Agreement shall not exceed the retail price originally paid to Tesla for the Vehicle.

Tesla does not authorize any person or entity to create for it any other obligations or liabilities in connection with this Agreement. The decision of whether to repair or replace a part or to use a new or remanufactured part will be made by Tesla, in its sole discretion.

Tesla will not pay for or reimburse You for services that are performed by any party other than a Tesla Service Center or Tesla Mobile Service. Tesla hereby disclaims any and all indirect, incidental, special and consequential damages arising out of or relating to Your Vehicle, including, but not limited to, transportation to and from a Tesla Service Center, loss of Vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to a tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses.

The above limitations and exclusions shall apply whether Your claim is in contract, tort (including negligence and gross negligence), breach of warranty or condition, misrepresentation (whether negligent or otherwise) or otherwise at law or in equity, even if Tesla is advised of the possibility of such damages or such damages are reasonably foreseeable.

## J. Agreement to Arbitrate

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.

## K. Change of Vehicle Ownership

If You sell or otherwise transfer ownership of the Vehicle, You must record the transfer in the Tesla App. Subject to You so advising Tesla of the transfer, Your responsibility for future Subscription Fee under this Agreement will end immediately following the date of transfer as reasonably ascertained by Tesla, and Your rights and Tesla’s obligations to You under this Agreement will terminate. The new owner will have the option to continue this Agreement, with no action required by You. If You sell or transfer the Vehicle, You hereby consent to the termination of Your rights under the Agreement, and the assignment of this Agreement to the new owner.

## L. Cancellation and Termination by You

**Cancellation by You.** The easiest way to cancel this Agreement is on the Tesla App. By default, a cancellation by You will take effect at the end of the applicable monthly period. If You wish to terminate with immediate effect, You may contact Tesla at [www.tesla.com/contactus](http://www.tesla.com/contactus). If You cancel the Agreement, You may not resume coverage unless and until You purchase a new Covered Windshield from Tesla.

The amount of Your refund is subject to the following:

- a) Within First 60 Days after the Effective Date – Without Claim: You may cancel the Agreement within the first 60 days after the Effective Date and receive a full refund provided that You have not filed a Claim.
- b) Within First 60 Days after Effective Date – With Claim: If You cancel the Agreement within the first 60 days after the Effective Date but have submitted a Claim pursuant to this Agreement where service has been provided, Your cancellation refund will be calculated on a pro-rata basis reflecting the unused days that have been paid for, less the amount of any Claims paid under the Agreement.
- c) After 60 Days – With or Without Claim: If You cancel the Agreement more than 60 days after the Effective Date, Your cancellation refund will be calculated on a pro-rata basis, reflecting the lesser of the unused days or unused mileage that have been paid for, less the amount of any Claims paid under the Agreement.



- d) Tesla will add a ten percent penalty per month to any applicable refund that is not made within 30 days of Tesla's receipt of all necessary documentation for the cancellation of the Agreement.

**Note:** If You wish to transfer the Agreement to a new owner, do not cancel the Agreement, see [Section K](#) above for details.

## **M. Cancellation and Termination by Tesla**

**Termination and Non-Renewal by Tesla.** Tesla will not cancel this Agreement during a Monthly Term except (to the extent permitted by law) for Your failure to pay for this Agreement, or for fraud or material misrepresentation, the effective destruction of the Vehicle, other similar matters permitted by law. This may include, to the extent permitted by law:

- Defacement of the VIN so that the VIN cannot be fully confirmed;
- Alteration of the odometer including disconnection, alteration, or rendering inoperative of a related system, so that the actual mileage cannot be fully confirmed;
- Absence of clean title;
- Designation, labeling, or branding of the Vehicle (including by an insurance company) as dismantled, fire damaged, flood-damaged, junk, rebuilt, salvage, reconstructed, irreparable or a total loss.

Tesla will notify You at least 30 days before the cancellation takes effect but may use a shorter period, where permitted, by applicable law. Except where notice by mail or certified mail is required by law, Tesla may notify You electronically including via email or the Tesla App.

**Cancellation by Tesla.** Unless otherwise required by law, the refund (if any) will be calculated on a pro-rata basis reflecting the lesser of the unused days that have been paid for, less the amount of any Claims paid under this Agreement. If this Agreement is contracted in a jurisdiction where not permitted pursuant to applicable law at the time of purchase, the Agreement is void ab initio and of no force and effect and will not be deemed a cancellation.

In addition, Tesla may decline to renew the Agreement in its sole discretion at the end of any applicable Monthly Term.

## **N. Electronic Transactions; Entire Agreement; Severability; Waiver; Governing Law**

To the fullest extent permitted by law, You consent to receive this Agreement exclusively in electronic form via Your Tesla account, including any updates, disclosures, notices or other information regarding any previous, currently contemplated or future transactions between You and Tesla or its affiliates or partners relating to this Agreement. This Agreement and any Service Visits executed at the time of service constitute the entire agreement between You and Tesla with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings, and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions included on Tesla's work orders, whenever delivered. This Agreement and any Service Visit cannot be amended, nor can any right be waived by Tesla, unless in writing and signed by duly authorized representatives of each party. This Agreement will be governed by the laws of the state of Your residence without regards to its conflict of law principles.

## **O. Additional State-Specific Terms**

**Alabama ONLY:** Tesla will mail a written notice to You at Your last known address contained in the records by Tesla at least 5 days prior to cancellation of this Agreement by Tesla. Prior notice will not be provided if the reason for cancellation is 1) nonpayment of the Subscription Fee; 2) a material misrepresentation by You to Tesla relating to the covered property; or 3) its use.

**Hawaii ONLY:** You may cancel this Agreement within 1) 30 days of the date that the contract was mailed to the You; 2) 20 days of the date the contract was delivered to You, if the contract was delivered at the time of sale; or 3) A longer time period as specified in the service contract.

**Hawaii ONLY:** A Tesla will add a ten percent penalty per month to any applicable refund that is not made within 45 days of Tesla's receipt of all necessary documentation for the cancellation of the Agreement.

**Florida ONLY:** It is Your right to transfer this Agreement to a subsequent purchaser of the Vehicle covered by this agreement and all conditions on such right of transfer. Transfer of this Agreement must occur within a period of time specified in Section K, and may not expire earlier than 15 days after change of ownership of the Vehicle.

**Minnesota ONLY:** Tesla will provide five days' written notice if the reason for cancellation by Tesla is nonpayment of the fee for this Agreement by You.

**Missouri ONLY:** This Agreement is not an insurance contract.

**Nevada ONLY:** After 70 days, Tesla may cancel this Agreement for fraud or material misrepresentation on Your part or for Your failure to pay for this Agreement. A cancellation of the Agreement by Tesla will become effective 15 days after notice of cancellation is mailed to You. The cost of Claims paid or services provided will not be deducted from any refund issued pursuant to this Agreement.

**New Hampshire ONLY:** In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301; 603-271-2261 or 1-800852-3416.

**New Mexico ONLY:** If the Agreement has been in effect for at least 70 days, Tesla may cancel the Agreement before the end of the Coverage Period or one year after the Effective Date, whichever occurs first. A cancellation of the Agreement by Tesla will become effective 15 days after notice of cancellation is mailed to You.

**New Mexico ONLY:** Tesla shall pay or credit to Your account the applicable refund within 60 days after the applicable Agreement cancellation forms and all required information are received by Tesla. If Tesla fails to pay or credit to Your account the applicable refund within that time, Tesla shall pay You a penalty of 10% of the applicable refund for each 30-day period or portion thereof that the applicable refund and any accrued penalties remain unpaid.

**Washington ONLY:** The implied warranty of merchantability on the Vehicle is not waived if this Agreement has been purchased within 90 days of the purchase date of the Vehicle from Tesla.

**Wyoming ONLY:** Tesla will mail a written notice to You at Your last known address contained in the records of Tesla at least 10 days prior to cancellation by Tesla. Prior notice is not required if the reason for cancellation is nonpayment of the Monthly Payment(s), a material misrepresentation by You to Tesla or a substantial breach of duties by You relating to the Vehicle or its use.

**Wisconsin ONLY:** THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

**Virginia ONLY:** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.