

Caesarstone UK – Conditions of Sale

The customer's attention is drawn in particular to the provisions of clause 8.

1. **Definitions.** In these terms and conditions capitalised terms shall have the meaning given to them in this clause 1:

"**Conditions**" means the terms and conditions set out in this document;

"**Contract**" means the contract between CS and Customer for the sale and purchase of the Goods in accordance with these Conditions.

"**CS**" means Caesarstone (UK) Ltd (registered in England and Wales with company number 05576179, whose registered office address is at: Unit 3, Navigation Place, Morson Road, Enfield);

"**Customer**" means the person or firm who purchases the Goods from CS;

"**Force Majeure Event**" means fire, flood, wind, storm, earthquake, war, strike, embargo, acts of God, governmental action or any other event or circumstance beyond CS's reasonable control;

"**Goods**" means the goods (or any part of them) and/or services set out in the Order;

"**Order**" means Customer's order for the Goods, as set out in an email sent by Customer to CS (at the relevant CS email address notified to Customer from time to time) specifying (i) the requested quantity, colour and thickness of the Goods; and (ii) the address for delivery; or (if applicable) (iii) that Customer wishes to collect the Goods from CS; and

"**Special Order**" means an order for Goods of non-standard colour or thickness that are not ordinarily available pursuant to CS's then current price list, including without limitation any Goods that constitute 13mm slabs, viento slabs, concetto slabs or honed slabs.

2. **Basis of Contract.** These Conditions apply to the Contract to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **Orders.**

a. The Order constitutes an offer by Customer to purchase the Goods in accordance with these Conditions. Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted when CS send an email confirming acceptance of the Order, availability of the Goods, the applicable delivery charge and an estimated date for delivery or collection (as applicable), at which point the Contract shall come into existence.

b. Any samples, drawings, descriptive matter or advertising produced by CS and any descriptions or illustrations contained in CS's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

c. A quotation for the Goods given by CS shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue.

4. **Goods.** The Goods are described in CS's price list, brochures, website and other material which CS may make available to Customer from time to time. CS reserves the right to amend the Goods if required by any applicable statutory or regulatory requirements.

5. **Delivery.**

a. The Order shall specify whether the Goods will be delivered by CS or collected by Customer. If the Order specifies that the Goods will be delivered: (i) CS shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**"); and (ii) delivery is completed on the commencement of unloading of the Goods by Customer at the Delivery Location. If the Order specifies that the Goods are to be collected, (i) Customer shall collect the Goods from CS's premises at Unit 3, Navigation Place, Morson Road, Enfield or such other location as may be advised by CS prior to delivery ("**Collection Location**") within 3 business days of CS notifying Customer that the Goods are ready or by such other date agreed between CS and Customer; and (ii) delivery is completed on the commencement of loading of the Goods at the Collection Location.

b. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. CS shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Customer's failure to provide CS with adequate delivery or collection instructions or any other instructions that are relevant to the supply of the Goods.

c. If Customer fails to accept or take delivery of the Goods within 3 business days of CS notifying Customer that the Goods are ready or by such other date agreed between CS and Customer, then, except where such failure or delay is caused by a Force Majeure Event or CS's failure to comply with its obligations under the Contract (i) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third business day after the day on which CS notified Customer that the Goods were ready or, if applicable, at 9:00am on the date that had been agreed between CS and Customer; and (ii) CS may store the Goods and charge Customer for all related costs and expenses (including insurance) until delivery or collection takes place.

d. CS may deliver or make available the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or readiness for collection or defect in an instalment shall not entitle Customer to cancel any other instalment.

e. Deliveries of less than 3 slabs will incur an additional charge.

6. **Price and payment.**

a. The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in CS's published price list in force as at the date of delivery. The price of the Goods excludes amounts in respect of value added tax (VAT), which Customer shall additionally be liable to pay to CS at the prevailing rate, subject to the receipt of a valid VAT invoice.

b. CS may invoice Customer for the Goods at any time (i) after CS's acceptance of a Special Order; and (ii) after the completion of delivery in relation to any other Order. Customer shall pay all invoices in full and in cleared funds (i) immediately upon receipt of the invoice in relation to a Special Order; and (ii) within 30 days of the date of the invoice in relation to any other Order, unless (in each case) otherwise agreed in writing by CS. Any queries that Customer has in relation to an invoice must be raised within 14 days of the

date of the invoice and in any event before payment. Payment shall be made to the bank account nominated in writing by CS. Time for payment is of the essence. If Customer fails to make any payment due to CS under the Contract by the due date for payment (i) CS shall be entitled to apply (and Customer shall pay) interest on such overdue amounts at the rate of 2% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount; or at CS's option (ii) CS may recover Goods from Customer.

- c. Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). CS may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by CS to Customer.

7. Termination.

- a. Without limiting its other rights or remedies, CS may terminate this Contract with immediate effect by giving written notice to Customer if: (i) Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of Customer being notified in writing to do so; (ii) Customer fails to pay any amount due under the Contract on the due date for payment; (iii) Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (iv) Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (v) Customer's financial position deteriorates to such an extent that in CS's opinion Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- b. On termination of the Contract for any reason Customer shall immediately pay to CS all of CS's outstanding unpaid invoices and interest.
- c. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

8. Limitation of liability.

- a. Nothing in these Conditions shall limit or exclude CS's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (iv) or any matter in respect of which it would be unlawful for CS to exclude or restrict liability.
- b. Subject to clause 8a and 8c, CS's maximum liability to Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total price of the Goods.
- c. Subject to clause 8a CS shall under no circumstances whatsoever be liable to Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, (i) for any loss of profit (whether direct or indirect) or any indirect, special, incidental, or consequential loss, arising under or in connection with the Contract; or (ii) for Customer's selection of Goods and/or the fitness of the Goods for the intended installation or the design, engineering and construction of the intended installation.

9. Risk.

- a. The risk in the Goods shall pass to Customer on completion of delivery. Title to the Goods shall not pass to Customer until the earlier of: (i) CS receives payment in full (in cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and (ii) Customer resells the Goods, in which case title to the Goods shall pass to Customer at the time specified in clause 9c.
- b. Until title to the Goods has passed to Customer, Customer shall: (i) store the Goods separately from all other goods held by Customer so that they remain readily identifiable as CS's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iv) notify CS immediately if it becomes subject to any of the events listed in clause 7a(iii) to (v); and (v) give CS such information relating to the Goods as CS may require from time to time.
- c. Subject to clause 9d, Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before CS receives payment for the Goods. However, if Customer resells the Goods before that time: (i) it does so as principal and not as CS's agent; and (ii) title to the Goods shall pass from CS to Customer immediately before the time at which resale by Customer occurs.
- d. If before title to the Goods passes to Customer, Customer becomes subject to any of the events listed in clause 7a, then, without limiting any other right or remedy CS may have: (i) Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and (ii) CS may at any time (1) require Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and (2) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.

10. Warranties.

- a. CS warrants to Customer that on delivery the Goods shall (i) conform in all material respects with their description; and (ii) be free from material defects in design, material and workmanship; and (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- b. If (i) Customer gives notice in writing to CS within a reasonable period of time following delivery (and in any event prior to fabrication, installation or other use of the Goods by Customer) that some or all of the Goods do not comply with the warranty set out in clause 10a; (ii) CS is given a reasonable opportunity of examining such Goods; and (iii) Customer (if asked to do so by CS) returns such

Goods to CS's place of business at Customer's cost, CS shall (at its option) repair or replace the defective Goods, or refund the price of the defective Goods in full.

- c. CS shall not be liable for the Goods' failure to comply with the warranty set out in clause 10a in any of the following events: (i) Customer fails to notify CS of visible defects in accordance with clause 10c; (ii) Customer makes any use of such Goods after giving notice in accordance with clause 10a; (iii) the defect arises because Customer failed to follow CS's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; (iv) the defect arises as a result of CS following any requests by Customer to change the colour, finish, seam appearance or seam performance of the Goods or any adhesives, caulk or other installation materials; (v) damage caused by thermoforming or bending the Goods; (vi) damage caused by securing mechanical fasteners directly into the Goods; (vii) Goods that have been reduced in thickness; (viii) failures due to inadequate support for the installation, including overhangs in excess of the recommendations provided by CS; (ix) the altering of any of CS's factory-applied finishes; (x) temporary marks that are common to honed and concrete finishes such as metal marks, fingerprints or other signs of daily living; (xi) any defect in, or damage to, the Goods which results from not being cleaned or maintained strictly in accordance with the Caesarstone online Care & Maintenance Guide (available at www.caesarstone.co.uk) and minor conditions such as stains and water spots that may be corrected by following the techniques specified in such Guide; (xii) cracks or chips in the Goods resulting from any installation or use of the Goods; (xiii) any defect in, or damage to, the Goods that results from it being used for flooring or in any outdoor application, swimming pools, or any other application involving exposure of the slab to ultraviolet radiation, chemicals, flames or excessive heat (including fireplaces); (xiv) any defect in, or damage to, the Goods that results from mishandling or misuse of the Goods (including without limitation using the Goods for purposes other than its intended purposes); placing hot items on the Goods including, but not limited to: hot pans, electric frying pans or oven trays directly on the slab; using materials on the Goods which contain trichlorethane or methylene chloride or cleaning agents which have high alkaline/pH levels; (xv) naturally occurring variations to the shading, quartz distribution and reflectivity of the Goods from any marketing samples provided; (xvi) Customer alters or repairs such Goods without the written consent of CS; (xvii) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or (xviii) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
 - d. Except as provided in this clause 10, CS shall have no liability to Customer in respect of the Goods' failure to comply with the warranty set out in clause 10a.
 - e. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - f. These Conditions shall apply to any repaired or replacement Goods supplied by CS.
11. **Return policy.** Subject to the remainder of this clause 11, Customer may return any Goods that are not suitable within 30 days of the date of delivery, provided that such Goods have not been damaged, cut or altered in any way. CS shall be entitled to charge a restocking fee totalling 15% of the price of the any returned Goods. The restocking fee will be capped at £100 for returns of a single slab and £80 per slab where multiple slabs are returned. Customers shall not be entitled to return Goods that have been provided with a honed finish, have a thickness of 13mm or are pursuant to a Special Order.
 12. **Assignment and other dealings.** CS may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of CS.
 13. **Entire agreement.** These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.
 14. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
 15. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
 16. **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the preceding sentence; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
 17. **Governing Law and Jurisdiction.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute

or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

18. **Force Majeure.** CS shall not be in breach of these Conditions nor liable for delay in performing, or failure to perform any of its obligations under these Conditions if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 7 days, Customer shall have the option of cancelling or deferring undelivered Orders in whole or in part (on a per slab basis) by no less than 3 days written notification to CS.
19. **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

By placing an Order, you agree that you have read, understood and accepted all of the clauses within these Conditions.