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# Caesarstone 10-Year Commercial Warranty Terms and Conditions

## 1. Who does this warranty apply to and what does it cover?

Caesarstone (UK) Ltd ("**Caesarstone**") gives the following warranty to You in respect of your installed Caesarstone Quartz Slabs ("**Product**"), subject to the terms and conditions set out below.

- 1.1. For the purposes of this warranty "**You**" shall mean the person or business who purchased the Product that has been permanently installed in a single commercial property. This warranty is personal to You and cannot be transferred to any other person or business. This warranty will expire upon the earlier of (i) the expiry of 10 years from the date of installation of the Product; or (ii) transfer of the ownership or lease of the commercial property to a third party.
- 1.2. This warranty applies from the date of installation (subject to You registering the warranty as per below). This warranty applies only to Caesarstone Products supplied by Caesarstone UK, and installed within the UK or Republic of Ireland, and which contain Product information on the back and were installed by a qualified and certified fabricator of Caesarstone and such Product and services have been paid for in full. Removing the information on the back of the Product shall void this warranty.
- 1.3. In order to receive the benefit of the warranty You must register your warranty within 30 days of the date of installation of your Product. If you do not register your warranty within 30 days then you will only receive a warranty for two years and not for the full 10 year term of the warranty. To register your warranty, email the required information to **info@caesarstone.co.uk**
- 1.4. Subject to the terms and conditions herein, Caesarstone guarantees You, that the Product will, in all material respects, remain free from defects arising from the manufacture of the Product, for a period of 10 years from the date of installation.
- 1.5. Subject to clauses 2.1 and 2.2 below, if a manufacturing defect is found in the Product, Caesarstone will, at its sole discretion, repair, replace for such Product. This does not include the cost of installation and/or fabrication of any repair or replacement. Caesarstone will seek to obtain the best possible result if repairing or replacing the Product. However, exact colour and design match is never guaranteed and replacement of Products will be subject to any inventory and supply constraints.

## 2. How do I receive service under this warranty?

- 2.1. In order to receive service under this warranty You must provide proof of purchase in the form of a copy of your original receipt or invoice, showing the name of the person or business who purchased the Product and the name of the fabricator/installer.
- 2.2. To request service under this warranty You must notify Caesarstone, through the company who sold You the Product or directly to Caesarstone at: **0800 158 8088** or **info@caesarstone.co.uk**, as soon as reasonably possible of discovering the manufacturing defect.
- 2.3. Any online activity in the Caesarstone website (such as registration and request for services) are governed by Caesarstone terms and conditions that appear in the Caesarstone website located at **<https://www.caesarstone.co.uk/terms-and-conditions/terms-and-conditions/terms-of-use/>**, including with respect to the privacy policy that applies to your personal information provided to us.
- 2.4. Upon receipt of your warranty claim, Caesarstone will fully honour this warranty subject to the terms and conditions set forth herein.
- 2.5. You will be required to cooperate with Caesarstone or its authorized agents in the inspection of the Product and assist us in efforts to perform our obligations under this warranty.
- 2.6. All decisions regarding this warranty are at the sole discretion of Caesarstone and shall be final and binding on all parties. No representative, dealer, salesperson, distributor, fabricator, installer or any other person is authorized to

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make any warranty or promises on behalf of Caesarstone with respect to Caesarstone Products.

2.7. What is not included in the warranty:

- (a) fabrication of the Product, workmanship and any defect or damage resulted thereof or any defect in, or damage to the Product arising from any work done by any person other than Caesarstone;
- (b) defects in the installed Product that were known or visible by the fabricator at the time of fabrication and/or installation, including colour variance particularly at seam locations. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation;
- (c) any changes requested by You to change the colour and finish of the Product, or seam appearance or seam performance, adhesives, caulk or other installation materials;
- (d) damage caused by any creative use of the Product, including thermoforming, curving or bending the Product;
- (e) damage caused by securing mechanical fasteners directly into the Product;
- (f) Products that have been milled or otherwise reduced in thickness;
- (g) failures due to inadequate support for the installation, including overhangs in excess of the recommendations provided by Caesarstone;
- (h) the altering of any of Caesarstone's factory applied finishes: Any issues arising from third party honing are the sole responsibility of the fabricator;
- (i) natural variations in colour, size, shape or distribution of the pattern of the natural quartz or the natural variations in background tone. These characteristics are inherent and unique characteristics of the Product. Colour samples provided to architects, designers, dealers, consumers and fabricators are only representative and not an exact replication of what will be installed;
- (j) "beauty marks" A certain level of spots or "beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the Product;
- (k) temporary marks that are common to honed and concrete finishes such as metal marks, fingerprints or other signs of daily living. Compared to polished finish on other Caesarstone designs, honed, natural or smooth Concrete matt finish doesn't disguise marks as easily, meaning more regular cleaning may be required. Caesarstone finishes other than polished may require increased daily maintenance due to their distinctive appearance.
- (l) any defect in, or damage to, the Product which results from not being cleaned or maintained strictly in accordance with the Caesarstone online Care & Maintenance Guide; and minor conditions such as stains and water spots that may be corrected by following the techniques specified in the Guide. Please refer to the full Caesarstone Care & Maintenance recommendations at [www.caesarstone.co.uk](http://www.caesarstone.co.uk);
- (m) cracks in the Product, including cracks emanating from a sink cut out, hob cut out or "L" shaped cut out, are not a manufacturing defect and therefore not covered under this warranty. Please note that cracking is usually the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, heat, or excessive weight being placed on the tops, such as standing or sitting on them;
- (n) installation of sinks, other plumbing fixtures or appliances;
- (o) chipping or damage caused by excessive impact is not a material fault, it is normally the direct result of an impact to the edge of the countertop surface; as such it is not covered by this warranty;
- (p) surface scratches. The Product is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board;
- (q) mitered edges where the joint is not cut correctly;

- (r) any defect in, or damage to, the Product that results from it being used for flooring or in any outdoor application, swimming pools, or any other improper use or abuse including mishandling the Product, exposure to weather conditions, physical abuse, improper care and maintenance and any application involving exposure of the slab to ultraviolet radiation, chemicals, flames or excessive heat (including fireplaces);
- (s) any defect in, or damage to, the Product that results from: mishandling or misuse of the Product (including without limitation using the Product for purposes other than its intended purposes); placing hot items including, but not limited to: hot pans, electric frying pans or oven trays directly on the slab; using materials on the Products which contain trichlorethane or methylene chloride or cleaning agents which have high alkaline/pH levels;
- (t) products installed in any commercial property where You are not the occupant;
- (u) products installed in any unoccupied structures or properties;
- (v) products that have been moved from the original place of installation;
- (w) given that Caesarstone slabs are manufactured from natural materials, each slab is unique and variations to shading, quartz distribution and reflectivity do occur and are naturally occurring characteristics of the material. Consequently, (a) the Product supplied to You may be different from marketing samples, which are indicative only; and (b) there can be variations in appearance dependent on artificial or natural lighting. Therefore such differences and variations are not considered to be manufacturing defects and are not covered by this warranty; and
- (x) damage caused in whole or in part by: acts of God, fire, site conditions, fault of architectural/engineering design, structural movement, acts of vandalism or accidents.

### **3. Caesarstone's liability under this warranty**

- 3.1. In any event, Caesarstone's total liability under this warranty is limited to the purchase price of the Product.
- 3.2. Caesarstone will not be liable under this warranty for any loss or damage as a result of your inability to use the Product where (i) there is no breach of a legal duty of care owed to You by us or by any of our employees or agents; or (ii) such loss or damage is not a reasonably foreseeable result of our breach of this warranty. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract for the sale of the Product was made, both we and You knew it might happen, for example, if You discussed it with us during the sales process.
- 3.3. Without prejudice to section 4.4 all other express or implied warranties, including without limitation the warranties of merchantability, fitness for a particular purpose, or from any other course of dealing or trade usage regarding the Product, are excluded.
- 3.4. Without prejudice to section 4.4, We exclude all liability for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated savings, and any indirect, punitive, consequential, special or any other similar loss or damages.
- 3.5. We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) for fraud or fraudulent misrepresentation; and (ii) for breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 3.6. Laws and building safety codes governing the design, engineering and construction of installations vary widely. Caesarstone assumes no responsibility or obligations with respect to the selection of Products and/or their fitness for the installation or the design, engineering and construction of the installation.
- 3.7. This warranty constitutes the entire warranty between the parties, and supersedes and extinguishes all previous warranties, promises, assurances, representations and understandings between them, whether written or oral, relating to its subject matter.

#### 4. Miscellaneous

This warranty, 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 warranty or its subject matter or formation.