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# Caesarstone 10-Year Outdoor Warranty Terms and Conditions

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

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

For the purposes of this Warranty "You" shall mean the owner of the installed Product that has been permanently installed at a single family residence. In the case of a newly constructed single-family residence brought from a contractor with the Product installed, this Warranty is applicable to the first occupier-owner. However, the Warranty can be transferred in the event that the residence is sold, provided that Caesarstone is notified in writing of the name and details of the owner to whom the residence was sold, and in such cases "You" shall be construed accordingly to mean the new owner.

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, which contain Product information on the back and were installed by a qualified and certified fabricator of Caesarstone and paid in full.
3. In order to receive the benefit of the Warranty You must register your Warranty within sixty days of the date of installation of your Product. If you do not register your Warranty within sixty days then you will only receive a Warranty for two years and not for the full ten year term of the Warranty.
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.
5. Subject to clauses 6 and 7 below, if a manufacturing defect is found in the Product, Caesarstone will, at its sole discretion, repair, replace or provide a refund for such Product. Caesarstone will seek to obtain the best possible result if repairing or replacing the Product. However, exact colour and design match is never guaranteed.

## How do I receive service under this Warranty?

6. 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 owner of the residence and the name of the fabricator/installer.
7. To request service under this Warranty You must notify Caesarstone, through the company who sold You the Product or directly to Caesarstone at: 0800-1588088 or [info@caesarstone.co.uk](mailto:info@caesarstone.co.uk), as soon as reasonably possible of discovering the manufacturing defect.
8. 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 <http://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.
9. Upon receipt of your Warranty claim, Caesarstone will fully honour this Warranty subject to the terms and conditions set forth herein.
10. 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.
11. 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 make any Warranty or promises on behalf of Caesarstone with respect to Caesarstone Products.
12. What is not included in the Warranty:

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- (i) 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.
  - (ii) Defects in the installed Product that were visible by the fabricator at the time of fabrication and/or installation. Fabricators are required to perform a visual inspection of all materials prior to fabrication and again prior to installation.
  - (iii) 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.
  - (iv) Damage caused by thermoforming or bending the Product.
  - (v) Damage caused by securing mechanical fasteners directly into the Product.
  - (vi) Products that have been reduced in thickness.
  - (vii) Failures due to inadequate support for the installation, including overhangs in excess of the recommendations provided by Caesarstone.
  - (viii) The altering of any of Caesarstone's factory-applied finishes: Only colours listed as available in the Caesarstone brochure, sample book or website as "honed" are eligible as "honed" finishing, are covered under this Warranty. Any issues arising from "in-shop" honing are the sole responsibility of the fabricator.
  - (ix) Temporary marks that are common to honed and concrete finishes such as metal marks, fingerprints or other signs of daily living. Compared to the polished finish on other Caesarstone designs, honed or smooth Concrete matt finish doesn't disguise marks as easily, meaning more regular cleaning may be required. Daily care and maintenance of Rugged Concrete is similar to other Caesarstone surfaces, however the 'Rough' low reflective matt surface finish is more susceptible to showing everyday marks and spills meaning more regular cleaning maybe required.
  - (x) 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).
  - (xi) 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.
  - (xii) Chipping 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.
  - (xiii) Any defect in, or damage to, the Product that results from it being used for flooring, swimming pools, or any other application involving exposure of the slab to chemicals, flames or excessive heat (including fireplaces).
  - (xiv) 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 Acetone, trichlorethane or methylene chloride or cleaning agents which have high alkaline/pH levels.
  - (xv) Products installed at any residence where the owner is not the occupant.
  - (xvi) Products installed in any commercial property or in unoccupied structures. Commercial property includes, but is not limited to: stores, restaurants, rental properties, hotels, offices or any other place of business.
  - (xvii) Products that have been moved or changed from their original location.
  - (xviii) 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

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and variations are not considered to be manufacturing defects and are not covered by this Warranty.

- (xix) 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.

### **Caesarstone's liability under this Warranty**

13. In any event, Caesarstone's total liability under this Warranty is limited to the purchase price of the Product. . Without prejudice to the above, Caesarstone reserves its right to only pay for any transportation costs, or fabrication costs, or installation costs or any other associated charges for tradespersons, costs of removal or replacement of the existing Product (including without limitation any costs related to plumbing, electrics, or other similar activities necessary to complete the replacement or removal of the defective Product or any damage caused as a result thereof to tiling, cabinets, flooring, etc.) where after a full investigation it determines it would be appropriate and reasonable to do so,
14. Caesarstone will not be liable under this contract 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 was made, both we and You knew it might happen, for example, if You discussed it with us during the sales process.
15. 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; for fraud or fraudulent misrepresentation; (ii) for breach of your legal rights in relation to the products; and (iii) for defective products under the Consumer Protection Act 1987
16. 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.

### **Miscellaneous**

17. 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.