

## **Residential Lifetime Warranty**

CaesarStone warrants, to the owner of the original installation that Caesarstone quartz surfaces, when installed in accordance with current published procedures by a Caesarstone Authorized Fabricator/Installer, shall be free from manufacturing/material defects.

Caesarstone makes no express or implied warranty 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. No warranty whatsoever is made in regards to materials produced or provided by other manufacturers.

CaesarStone's sole responsibility and liability under this warranty shall be to repair or replace, at CaesarStone's option, the products shown to be defective, during the warranty period. Caesarstone shall have no liability for any other loss, expense or damage, as a result of the installation of Caesarstone. Under no circumstances shall Caesarstone be liable for indirect, punitive, consequential, special or any other similar damages, including but not limited to, loss of profits, business interruption or any other loss.

The original owner must provide Caesarstone with prompt notice of any alleged defects that appear. Caesarstone or its authorized agents must be permitted to inspect the product and to follow the warranty procedures. All decisions regarding the existence of manufacturing defects or affecting this warranty shall be made by Caesarstone and shall be final and binding on all parties.

## **Terms and Conditions**

- 1. This warranty applies only to Caesarstone surfacing materials. This warranty does not apply to other products, including other quartz surfacing products manufactured or supplied by any other party, except Caesarstone USA Inc.
- 2. This warranty applies only to Caesarstone materials that are permanently installed in the interior of commercial structures and that have not been moved from the original installation.
- 3. This warranty does not apply to unoccupied structures.
- 4. This warranty does not cover materials and/or services that have not been paid for.
- 5. This warranty only applies to materials that have been maintained according to the Caesarstone Warranty and Care & Maintenance Guide.
- 6. Following installation, you must register your product within thirty (30) days in order to activate your warranty. Complete the online warranty registration form at http://

www.caesarstoneus.com- service/warranty/registration/ In the event that no record of your warranty is on file, you must provide proof of purchase in the form of your original receipt or invoice showing the name of the Owner and Certified Caesarstone Fabricator. Upon receipt of this original documentation Caesarstone USA Inc. will fully honor this warranty. You must agree to cooperate with Caesarstone USA Inc. or its authorized agents in the inspection of the product and assist us in efforts to perform our obligations under this warranty.



- 7. This warranty is transferable under the following conditions: The original or first owner must have initially registered the warranty with Caesarstone Canada, Inc. as specified in item.
- 8. To request service under this warranty you must contact the company from which you purchased the Caesarstone or contact Caesarstone USA Warranty Services at 877-9QUARTZ (877-978-2789) promptly (within 30 days).
- 9. All decisions regarding this warranty are at the sole discretion of Caesarstone and will be communicated to the end user promptly.
- 10. 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 product for the installation or the design, engineering, and construction of the installation.
- 11. Commercial property shall consist of any location open to the public for business use, private properties subject to residential or commercial rental or lease, or properties designated as hotels, motels, or other temporary residence applications.

## **Exclusions:**

- 1. This warranty does not cover routine maintenance and minor conditions such as surface stains and water spots that may be corrected by following the techniques specified in the Use & Maintenance Guide are not covered.
- 2. This warranty does not cover products installed in outdoor applications.
- 3. This warranty does not cover flooring applications.
- 4. This warranty does not cover improper use or abuse. Improper use or abuse includes, but is not limited to, damage from mishandling the product, damage from excessive heat or uneven exposure to weather conditions, physical or chemical abuse and damage from improper care and maintenance.
- 5. This warranty does not cover any fabrication work that was not completed by a Caesarstone Certified Fabricator.
- 6. This warranty does not cover failures due to fabricators failing to follow the prescribed fabrication and installation procedures as outlined by Caesarstone. Improper fabrication and installation is the sole responsibility of the fabricator/installer.
- 7. This warranty does not cover labour to remove, fabricate and/or reinstall Caesarstone, or other similar activities necessary to complete the replacement or removal of the defective material.
- 8. This warranty does not cover chips or other excessive impact damage.
- 9. This warranty does not cover surface scratches. Caesarstone is an extremely durable material and is scratch resistant but not scratch proof. Reasonable care should be taken including the use of a cutting board.
- 10. This warranty does not cover seam appearance or seam performance, adhesives, caulks or any other accessory items. Once the product is installed the two main reasons for seam separation or cracking are the shifting or movement of the substrate, cabinets, foundations or thermal shock.
- 11. This warranty does not cover any creative use of the product including bending or curving.



- 13. This warranty does not cover the installation of sinks, other plumbing fixtures or appliances.
- 14. This warranty does not cover altering of the factory applied finish.
- 15. This warranty does not cover mitered edges where the joint is not cut correctly.
- 16. This warranty does not cover natural variations in color, 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. Color samples provided to architects, designers, dealers, consumers, and fabricators are only representative and not an exact replication of what will be installed.
- 17. This warranty does not cover what is referred to as spots or "beauty marks" smaller than a ten- cent (10) piece. A certain level of spots or 'beauty marks" are inherent in the manufacturing process and do not affect the structural integrity of the product.
- 18. Caesarstone shall not be liable for any additional work such as plumbing, electrical, tile, cabinets, flooring, etc. that may need to be done as a result for a repair or replacement of a defective Caesarstone slab covered under this warranty.
- 19. This warranty does not cover damages caused by work such as plumbing, electrical, tile, cabinets, flooring, etc.
- 20. This warranty does not cover product that has been moved from its original installation location.
- 21. Caesarstone materials contain important information on the back of each slab. Removing of this product information shall void the warranty.

CaesarStone shall not be responsible in either contract or tort for any loss of direct, consequential or incidental damages arising out of the use or the inability to use the products covered in this warranty.

This is the only product warranty made by CaesarStone. No dealer, fabricator, distributor or any other person is authorized to make any warranty, promise or representation on behalf of CaesarStone.

THE FOREGOING IS THE COMPLETE WARRANTY FOR CAESARSTONE PRODUCTS AND SUPERCEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN EXCEPT AS EXPRESSLYSET FORTH ABOVE. NO OTHER WARRANTIES ARE MADE WITH RESPECT TO CAESARSTONE AND CAESARSTONE USA INC. EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.