

Caesarstone[®] Porcelain Surfaces Residential Limited Lifetime Warranty

What does the limited warranty cover?

Terms and Conditions

A. This warranty applies only to Caesarstone Porcelain surfaces ("the Product") supplied by Caesarstone that have been permanently installed as a countertop or backsplash (the intended use) and have not been moved from their original installation. This warranty will not apply to any other products or uses.

B. Caesarstone will warrant the Product, from the original date of installation, that fails due to any manufacturing defect in the Product and was fabricated and installed by a Caesarstone Certified Fabricator according to the Caesarstone fabrication and installation guidelines. This warranty will cover either the repair or replacement of the failed Product at the sole discretion of Caesarstone.

C. This warranty applies only to residences where the occupant is the owner of the residence.

D. The duration of the warranty is for the lifetime of the Product until the Product is removed, altered, replaced, or subject to damage that is not covered in this warranty.

E. This warranty applies only to materials and/or services that have been paid in full.

F. This warranty applies only to Product that has been used and maintained according to the Caesarstone Care & Maintenance guidelines that are available at **www.caesarstone.ca.** These guidelines may be revised as new products for care become available in the market. Please note that using topical treatment such as natural stone cleaners, toners, sealers, and other unapproved chemicals (such as hydrofluoric acid, etc.) and/or coatings on the Product is prohibited and will void the warranty as it may damage the surface.

G. To request service under this warranty you must contact the company that sold you the Product or visit the Caesarstone website to contact us directly and you must provide proof of purchase in the form of a copy of your original receipt or invoice showing: the name of the owner; the Authorized Dealer, that the Product was fabricated and installed by a Caesarstone Certified Fabricator; and the model (colour) name and number of the Product. Upon receipt of the required documentation, Caesarstone will fully honor this warranty even if no warranty is on file (subject to the terms and conditions herein). You must agree 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.

H. Any online activity on the Caesarstone website (such as registration and request for services) is governed by the Caesarstone terms and conditions that appear on the Caesarstone website located at https://global.caesarstone.com/media/339337/terms-of-use-cs-global-site-02022021-002.pdf including with respect to the privacy policy that applies to your personal information provided to us at http://global.caesarstone.com/terms-and-conditions/privacy-policy/.



Terms and Conditions continued...

I. In the event that the Product fails due to a **manufacturing defect** in the Product, Caesarstone will, at its sole discretion, repair or replace the Product. Caesarstone will seek to obtain the best possible result, whether we decide to repair or replace your installation with an equivalent product, subject to stock availability. Replacement does not guarantee an exact colour match. All decisions regarding this warranty are at the sole discretion of Caesarstone. No representative, dealer, salesperson, distributor, fabricator, or any other person is authorized to make any warranty or promises on behalf of Caesarstone with respect to the Product. If during or after installation you decide you want a different model or finish or other aesthetic opinions based on personal preference, that decision is not covered under warranty.

J. You may have additional statutory rights in addition to those given to you under this warranty. This warranty does not affect your statutory rights.

K. This warranty applies to all Products purchased and installed in Canada, subject to the terms of this warranty.

What does the limited warranty not cover?

Exclusions

The following are not covered by the warranty:

Applications

1. Product used for any commercial purposes. Commercial use includes, but is not limited to, use in stores, rental properties, restaurants, offices or any other place of business.

- 2. Product used as flooring or cladding material or any other non-intended use.
- 3. Products used for fireplaces.
- 4. Any creative use of the Product including bending or curving.

Surface/Finishes

5. Improper use or abuse and any consequential damage. Improper use or abuse includes, but is not limited to, damage from: mishandling of the Product; flames or excessive heat; exposure to extreme humidity; physical or chemical abuse; and improper care and maintenance.

6. Damage caused by acts of nature.

7. Chips, cracks, divots, holes, scrapes, dents or marks caused by knocking objects against the surface or the edges of the surface, or other excessive impact damage to the Product.

8. Damaged caused by household appliances that have been installed, used, or maintained improperly.

9. Scratches or abrasions. The Product is a very hard material and highly scratch resistant but not scratch proof. Proper care must be exercised including the use of a cutting board and trivets, as part of your care and maintenance.



Surface/Finishes continued...

10. Routine maintenance. Routine maintenance includes, but is not limited to, minor conditions such as removing stains and water spots by following the techniques specified in the Caesarstone online Care & Maintenance guidelines at **www.caesarstone.ca**.

11. Any damage caused by a chemical reaction, including, but not limited to, chemical reactions caused by using cleaning materials not according to our Care & Maintenance guidelines.

12. Marks such as metal marks, fingerprints, smudges or other imperfections that have been caused by natural wear due to daily use such as stains, water stains and burns.

13. Naturally occurring variations in the colour, background tone and particle structure, given that the slabs are manufactured from natural materials and are unique in their composition. These characteristics are inherent to the Product. The Product may be different to our marketing samples or photographs provided to consumers, dealers and fabricators, which are only representative and not an exact replication of what will be installed at your residence. There can also be variations in appearance dependent on artificial or natural lighting. These differences and variations are not considered to be manufacturing defects.

14. Small irregular "spots" or "blemishes" relative to the matrix of the colour. Certain levels of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.

15. Flaws caused by atmospheric agents, damp, and environmental conditions.

Fabrication/Installation

16. Additional cost to remove, fabricate and/or reinstall the Product, labor or other similar activities necessary to complete the replacement or removal of the defective Product.

17. Costs relating to additional modifications, including but not limited to, plumbing, electrical, tile or wall surfaces, splash protectors, cabinets, flooring, transport expenses, etc., that may be necessary to repair or replace the Product.

18. Any failures due to fabricators'/installers' work. Fabricators, including Caesarstone Certified Fabricators, are professionals who operate their business completely independent of Caesarstone. Caesarstone is not responsible for any action or omission of fabricators/installers. Therefore, any failures resulting from fabrication and/or installation are the sole responsibility of the fabricator and/or installer of the Product. If you have complaints of this kind, you should contact the fabricator/installer who you engaged to perform the work.

19. Any defects that were visible at the time of fabrication and were not avoided during fabrication or during a dry-fit. Fabricators are required to perform a visual inspection of the Product prior to fabrication and again prior to installation.

20. Seam appearance or seam performance, adhesives, caulk, or 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, or foundation. These issues are not considered Product defects and are subject to proper care and maintenance by the owner.

21. Any failures due to inadequate support for the installation, including overhangs that are inadequately supported in excess of the recommendations provided by Caesarstone.

22. Any chips or cracks that are a result of "dry" cutting or polishing.



Fabrication/Installation continued...

23. Chips or cracks that are a result of not following the minimum requirements for edge details.

24. Mitered edges where the joint is not cut correctly.

25. Cracking due to uneven cabinets or flooring, structural settling or movements, improper installation, or other conditions in the residence that may cause the Product to shift.

26. The altering of any factory finish. Any issues arising from the practice of "in-shop" honing or polishing are the sole responsibility of the fabricator.

27. Joining of the Product to other materials.

28. Caesarstone products contain important product information on the back of each slab. Removing this product information will void the warranty.

29. Damage caused by appliances or additional products brought into contact with the Product; and damage caused by installation of ancillary products such as sinks, sink brackets, cabinets, water bars, cooktops and dishwashers. The installation of integrated gas burners (including PITT Cooking) is prohibited in the Product, and any damage arising from installation of such burners is not covered under this warranty.

30. Caesarstone will not cover any damages, costs, or expenses caused to appliances, additional products brought into contact with the Product, and/or any ancillary products as a result of installing, amending, or replacing the Product.

31. Caesarstone is not responsible for damage or injury caused in whole or in part by acts of God (such as extreme weather conditions, earthquake, etc.), exposure to corrosive contaminants (including but not limited to salt water or chemicals in storm waters), job site conditions, architectural/engineering design, structural movement, defects in a build-ing structure, acts of vandalism or accidents and/or damages that were caused by storing and/or loading and/or shipping the Product in an unreasonable manner and/or not according to Caesarstone's recommendations.

CAESARSTONE SHALL NOT BE RESPONSIBLE IN EITHER CONTRACT OR TORT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS ARISING OUT OF THE USE OR THE INABILITY TO USE THE PRODUCT COVERED BY THIS WARRANTY, INCLUDING ANY DAMAGES OR LOSS THAT OCCUR DURING THE PERIOD THE WARRANTY CLAIM IS BEING PROCESSED AND UNTIL THE PRODUCT IS REPLACED. THE MAXIMUM LIABILITY OF CAESARSTONE MAY NOT EXCEED THE ACTUAL PURCHASE PRICE YOU PAID FOR THE PRODUCT.

THE FOREGOING IS THE COMPLETE WARRANTY FOR CAESARSTONE AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO CAESARSTONE AND CAESARSTONE 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 WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights, and you may also have other rights under laws which vary from Province to Province.

How to report a claim

- 1. Visit https://www.caesarstone.ca/customer-service/contact-us/ and enter all relevant information.
 - Describe the case in detail, including pictures of the issue in question
 - Enter valid email and contact number
 - Provide proof of purchase (paid in full receipt)
- 2. An email will be sent to you with confirmation of the case submission.
- 3. A Customer Care representative will contact you within 3-5 business days.

Warranty registration

1. Visit <u>https://www.caesarstone.ca/customer-service/warranty-registration/</u> and enter your contact and product information to register your Caesarstone warranty.

IMPORTANT

- Enter your email address to receive confirmation of your Caesarstone Warranty Registration.
- Attach your proof of purchase which includes the date of installation and details of your Caesarstone countertop.
- 2. Click Submit and enjoy peace of mind!

