

CAESARSTONE OUTDOOR SURFACES - RESIDENTIAL 10 YEAR LIMITED WARRANTY

What does the warranty cover?

Terms and Conditions

A. This warranty applies only to Caesarstone® Outdoor surfaces (“the Product”) supplied by Caesarstone that have been permanently installed as a countertop or backsplash (the intended use) in areas where the outside temperature is between (-13) and 122 Fahrenheit ((-25) to 50° Celsius) in a single-family residence and have not been moved from their original installation. This warranty comes into effect on the date of installation.

B. This warranty applies only to Caesarstone Outdoor surfaces and does not apply to any other products, including other quartz surfacing products manufactured or supplied by any other party.

C. 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 according to the Caesarstone fabrication and installation guidelines. This warranty will cover either the repair or replacement of failed material at the sole discretion of Caesarstone.

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

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

F. This warranty applies only to Product that have been used and maintained according to the Caesarstone Care & Maintenance guidelines. Care & Maintenance guidelines are available at **www.caesarstoneus.com**. These 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 and sealers and other unapproved chemicals 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 (color) name and number of the Caesarstone quartz surface. Upon receipt of the required documentation Caesarstone will fully honour 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 in 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/>.

I. In the event that the Product fails due to a **manufacturing defect** in the Product, Caesarstone will, at its sole discretion, repair, replacement or refunding of the Product*. If the Product is replaced, this Warranty does not cover costs incurred and relating to installation, milling, joining, fitting or bending or laminating the Product. This Warranty does not cover any other losses arising out of a defect in the Product. Replacement does not guarantee an exact color 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 New Zealand, subject to the terms of this warranty.

***Statutory Guarantees**

The Product comes with guarantees that cannot be excluded under the New Zealand consumer law including the Consumer Guarantees Act 1993. You are entitled to have the Product repaired or replaced if the Product fails due to a manufacturing defect or otherwise does not meet the relevant Product specifications.

The Consumer Guarantees Act implies warranties, guarantees or conditions or imposes liability on Caesarstone in relation to the Product or its supply which cannot, or can only to a limited extent, be excluded, restricted or modified. Except for those warranties, guarantees or conditions and such liability (which for the avoidance of doubt includes those warranties, guarantees, conditions and liabilities that cannot be excluded under the Consumer Guarantees Act, and for the warranty described above:

- (a) All warranties, guarantees and conditions (whether express or implied, statutory or otherwise) relating to the Products or supply are expressly excluded; and
- (b) Caesarstone will not be liable for any loss or damage suffered by any person (including the purchaser of the Product in any way relating to or arising from the Product or its use (including loss or damage arising from the negligence of, or contributed to by Caesarstone).

What does the warranty not cover?

Exclusions

Applications

1. Products used for any commercial purposes. Commercial use includes, but is not limited to, use in a store, rental properties, office or any other place of business.
2. Products used as flooring and cladding 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. Improper use or abuse includes and any consequential damage, but is not limited to, damage from: mishandling of the product; flames or excessive heat; exposure to extreme humidity; uneven exposure to weather conditions; physical or chemical abuse; and improper care and maintenance.
6. Damage caused by acts of nature.
7. Chips, 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. 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.
9. 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.caesarstoneus.com.
10. Any damage caused by chemical reaction, including, but not limited to, chemical reactions caused by using cleaning materials not according to our Care & Maintenance guidelines.
11. Marks such as metal marks, fingerprints or other signs of daily living. This includes, but is not limited to, marks that are common to finishes other than Polished finishes. Finishes other than Polished, such as Honed, Concrete, Natural and Rough Concrete, are more susceptible to showing everyday marks and spills, and therefore may require more routine cleaning.
12. Naturally occurring variations in the color, background tone, quartz distribution and reflectivity, 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 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.
13. Small irregular "spots" or "blemishes" relative to the matrix of the color. Certain levels of spots or blemishes are inherent in the manufacturing process and do not affect the structural integrity of the material.
14. Flaws caused by atmospheric agents, damp and environmental conditions.

Fabrication/Installation

- 15.** 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 material.
- 16.** 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.
- 17.** Any failures due to fabricators'/installers' work. Fabricators, including Caesarstone Certified Fabricators, are professionals who operate their business completely independently of Caesarstone. Caesarstone is not responsible for any action or omission of fabricators/installers. Therefore, any failures resulted 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.
- 18.** 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 all materials prior to fabrication and again prior to installation.
- 19.** 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; and thermal shock. Thermal shock can occur when a hot pan, dish or other receptacle or object is left on the countertop for more than a brief period. Trivets or hot pads should always be used. These issues are not considered material defects and are subject to proper care and maintenance by the owner.
- 20.** Material that has been milled or reduced in thickness.
- 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.
- 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-applied finish. Any issues arising from the practice of "in-shop" honing or polishing are the sole responsibility of the fabricator.
- 27.** Caesarstone products contain important product information on the back of each slab. Removing this product information will void the warranty.
- 28.** Damage caused by appliances or additional products brought into contact with Caesarstone products; 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.
- 29.** Caesarstone will not cover any damages, costs or expenses caused to appliances, additional products brought into contact with Caesarstone products and/or any ancillary products as a result of installing, amending or replacing Caesarstone products. 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, construction/architectural/engineering design, structural movement, defects in a building 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 PRODUCTS 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.

This warranty gives you specific legal rights, and you may also have other rights under the Consumer Guarantees Act and other consumer laws in New Zealand.



How to report a claim

1. Visit <https://www.caesarstoneus.com/customer-care/report-a-case/> OR (CANADA) <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 <https://www.caesarstoneus.com/customer-care/warranty-registration/> OR (CANADA) <https://www.caesarstone.ca/customer-service/warranty-registration/> 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!