

## **CAESARSTONE® QUARTZ, MINERAL AND ICON SURFACES COMMERCIAL LIMITED LIFETIME WARRANTY**

### **What does the limited warranty cover?**

#### **Terms and Conditions**

A. This warranty applies only to Caesarstone quartz, mineral and ICON 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, and is subject to the exclusions set out below.

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 Caesarstone materials that are permanently installed in commercial structures and that have not been moved from their original installation.

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 Product 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](http://www.caesarstone.ca)**. The Care & Maintenance 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 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 (colour) name and number of the Caesarstone quartz/mineral/ICON surface. 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 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 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 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 [Canada], subject to the terms of this warranty.

## **What does the warranty not cover?**

### **Exclusions**

#### **Applications**

1. Products installed in single family/residential homes.
2. Products installed in any outdoor application. For outdoor applications we have the Outdoor Collection and special outdoor warranty.
3. Products used as flooring material, cladding or any other non-intended use.
4. Products used for fireplaces.
5. Any creative use of the Product including bending or curving.

#### **Surface/Finishes**

6. 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; uneven exposure to weather conditions; physical or chemical abuse; and improper care and maintenance.
7. Damage caused by acts of nature.
8. 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.

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.
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](http://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 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.
13. Naturally occurring variations in the colour, 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 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 independently of Caesarstone. Caesarstone is not responsible for any act 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; 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 Product defects and are subject to proper care and maintenance by the owner.

- 21.** Material that has been milled or reduced in thickness.
- 22.** Any failures due to inadequate support for the installation, including overhangs that are inadequately supported in excess of the recommendations provided by Caesarstone.
- 23.** Any chips or cracks that are a result of "dry" cutting or polishing.
- 24.** Chips or cracks that are a result of not following the minimum requirements for edge details.
- 25.** Mitered edges where the joint is not cut correctly.
- 26.** 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.
- 27.** 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.
- 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 installation of ancillary products (such as sinks, sink brackets, cabinets, water bars, cooktops, dishwashers, etc.); and damages caused by appliances or additional products brought into contact with the Product, unless those appliances and ancillary products: (1) were authorized for use by Caesarstone, and (2) were installed in accordance with manufacturer's instructions, and Caesarstone fabrication and installation guidelines. A complete list of approved appliances is available at [mos.caesarstone.ca/home-page/lobby-collection/caesarstone-university/](https://mos.caesarstone.ca/home-page/lobby-collection/caesarstone-university/)
- 30.** 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 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, 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.

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.

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 State to State or Province to Province.