

Lifetime *Product* Warranty



 caesarstone® Porcelain

Caesarstone® – Porcelain Lifetime Product Warranty

Congratulations on your recent purchase of a Caesarstone® porcelain product (“Product”). Caesarstone® is pleased to confirm the terms and conditions of the Lifetime Product Warranty applicable to our Product as set out in this document (“Warranty Terms”).

We encourage you to complete and submit the attached warranty registration form or to register online at www.caesarstone.com.au to enable us to provide you with the greatest level of support on your new purchase.

Please take the time to read the Caesarstone® Care & Maintenance Guide accompanying these Warranty Terms, to see how easy it is for you to care for the Product using our care and maintenance recommendations. On receipt of your warranty registration card or online registration we will send you a free Caesarstone® cleaning kit. If you have not received your Caesarstone® Care & Maintenance Guide, please contact your retailer or our customer service team (details below).

If you have any questions or in the unlikely event of a problem with your new Caesarstone® product please contact our customer service team on 1300 119 119.

Sincerely,
The Caesarstone® Team



Caesarstone® – Porcelain Lifetime Product Warranty (“Warranty”)

Warranty Terms

1. Caesarstone® gives the following Warranty to you, subject to these Warranty Terms as set out in this document.
2. Subject to the exclusions in clause 6, Caesarstone® warrants that the Product will remain free from defects arising from the manufacture of the Product for the life of the Product from the date of installation of the Product until the Product is removed, altered or replaced.
3. This Warranty covers defect in the Product associated with the manufacturing of the original slabs of the Product only and does not cover any services provided with for or to the Product including fabrication and installation and any associated workmanship.
4. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
5. This Warranty is available only to the original purchaser of the Product and is not transferable to subsequent property owners or purchasers.

6. **Warranty exclusions**

The Warranty does **not** cover any defect in, or damage to the Product, that is attributable to, or is a result of:

- i. a defect arising from the fabrication, installation or any other work done to the Product or the transport of the Product prior to its installation;
- ii. the Product being used as anything other than a benchtop or splashback surface including as flooring, in any outdoor application (including swimming pools) (except if the product is specifically stated as suitable of outdoor application) or any other application involving exposure of the Product to ultraviolet radiation, chemicals, flames or excessive heat;
- iii. the Product not being cleaned in accordance with the Caesarstone® Care and Maintenance Guide;
- iv. mishandling or misuse of the Product;

In addition to the above, the following exclusions also apply to this Warranty:

- v. this Warranty does not apply to variations in the colour, background tone and reflectivity within or on the surface of the Product, as these are inherent in the manufacturing process and are a natural characteristic of the Product;

- vi. cracks and chipping in the Product are not a material fault; cracking is the result of externally induced mechanical stress on the material after installation. The most likely causes are settlement or movement, excessive weight being placed on the tops, such as standing or sitting on them. Any cracks emanating from a sink cut-out, cook top cut-out or "L" shaped cut-out is also not covered under this warranty, as they are not caused by any fault in the material. Chipping, divots, holes, scrapes, dents or marks in the Product caused by knocking objects against the surface or the edges of the surface or other excessive impact damage is not a material fault, as it is normally the direct result of an impact to the surface, and as such it is not covered by this Warranty;
- vii. The Product is a very hard material and highly scratch resistant however it is not scratch proof and this Warranty does not apply to scratches which appear on the Product where proper care has not been exercised;
- viii. this Warranty does not cover the Product if any part of it has been moved from its original place of installation; and
- ix. fireplaces vary in design and construction and in the amount of heat output and this Warranty does not apply to any Product that has been damaged when used in such types of installations.

7. Appearance and inspection of the Product

Given that Caesarstone® Products are manufactured from natural materials, each sheet of Product is unique and variations in print colour, background tone and reflectivity do occur and are naturally occurring characteristics of the material. Consequently, samples and photographs are indicative only and may vary from the final product and naturally occurring variations in the appearance of the Product caused by artificial or natural lighting are not covered by this Warranty. The appearance of the Product may change as a result of reflected light.

For any purpose associated with this Warranty, all inspections of the surface(s) of the Product must be done in a normal viewing position with the Product being illuminated by "non-critical light". "Non-critical light" means the light that strikes the surface is diffused and is not glancing or parallel to that surface.

8. Cleaning Requirements

Please refer to the Caesarstone® Care & Maintenance Guide accompanying these Warranty Terms and also available at www.caesarstone.com.au. If you have not received your copy of this guide, please contact your retailer or the Caesarstone® customer service team. Please note that finishes other than polished such as honed, concrete, natural and rough concrete are more susceptible to showing everyday marks and spills and therefore require more routine cleaning.

9. Time and process for claiming under the Warranty

To make a claim against the Warranty, you must do so within twenty eight (28) days after the occurrence of an event which gives rise to your claim, by giving notice in writing to Caesarstone® or by email at sales@caesarstone.com.au.

You must cease using the Product immediately upon any defect to the Product being found or damage occurring and promptly contact Caesarstone® to advise of the defect or damage.

10. Remedies available under this Warranty

Subject to clause 12(ii), to the maximum extent permitted by law (including the Australian Consumer Law), Caesarstone's® liability under this Warranty (or any other non-excludable guarantee, condition or warranty) is limited, at Caesarstone's® option, to any one or more of the following:

- i. the replacement of the Products or the supply of equivalent products;
- ii. the repair of the Products;
- iii. the payment of the cost of replacing the Products or of acquiring equivalent products; or
- iv. the payment of the cost of having the Products repaired.

11. Costs of making a Warranty claim

You may be able to ask Caesarstone® to reimburse your reasonable costs in making a claim under this Warranty (for instance, where you cannot do so without incurring significant costs). You may not be able to claim some or all of your costs and in that case you are responsible for these costs. Please contact Caesarstone® to determine what costs, if any, you are entitled to claim. All claims for costs under this clause must be notified to Caesarstone® within 30 days of such costs being incurred by you.

12. Statutory Rights

- i. These Warranty Terms do not affect your statutory rights and apply in addition to other available rights to you under the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or any other provision in that Act (**Australian Consumer Law**) in respect of the Products.
- ii. The exclusions to this Warranty (as set out in clause 6) do not exclude or limit the application of the consumer guarantees that apply under the Australian Consumer Law or any other equivalent or corresponding legislation in the relevant jurisdiction where to do so would:
 - (a) contravene the Australian Consumer Law;
 - (b) cause any part of this Warranty to be void or unenforceable.
- iii. Subject to paragraph 12(ii), Caesarstone® excludes consequential loss of any kind (including, without limitation, loss of use of the Product) and (other than expressly provided for in these Warranty Terms) all terms, conditions and warranties implied by custom, the general law or statute.

13. Privacy

- i. In order to provide this Warranty to you, Caesarstone® requires the information that it requests from you when you purchase the Product and when you make a Warranty claim. For that purpose, it may be necessary to give that information, including information which identifies you personally, to other persons or companies.
- ii. Caesarstone® may also prepare aggregated user statistics or information summaries to describe the services of Caesarstone® and their popularity to business partners of Caesarstone® and prospective advertisers and for other lawful purposes. Such information may be disclosed by Caesarstone® to other companies appointed by it for this purpose. However, this information will not include information which identifies you personally.
- iii. **Caesarstone® may also from time to time send you information regarding its range of products. If you do not wish to receive this information, please let Caesarstone® know by calling our customer service team (details further below).**
- iv. 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/>.

Caesarstone® – Porcelain Lifetime Product Warranty Registration

To register your Lifetime Warranty, complete this form and email to sales@caesarstone.com.au, or complete the online registration form at <https://www.caesarstone.com.au/warranty>.

Name: _____

Address: (Where the Caesarstone® Porcelain Product is installed) _____

City: _____

State: _____

Post Code: _____

Home Phone: _____

Mobile Phone: _____

Email: _____

Caesarstone® Porcelain Supplied By: _____

1. Retailer or Builder: _____

2. and/or Stonemason _____

Installation Date: _____

Colour Name: _____

Colour Code: _____

Batch Number: _____

If you would prefer not to receive our marketing communications, please indicate your refusal by ticking this box.

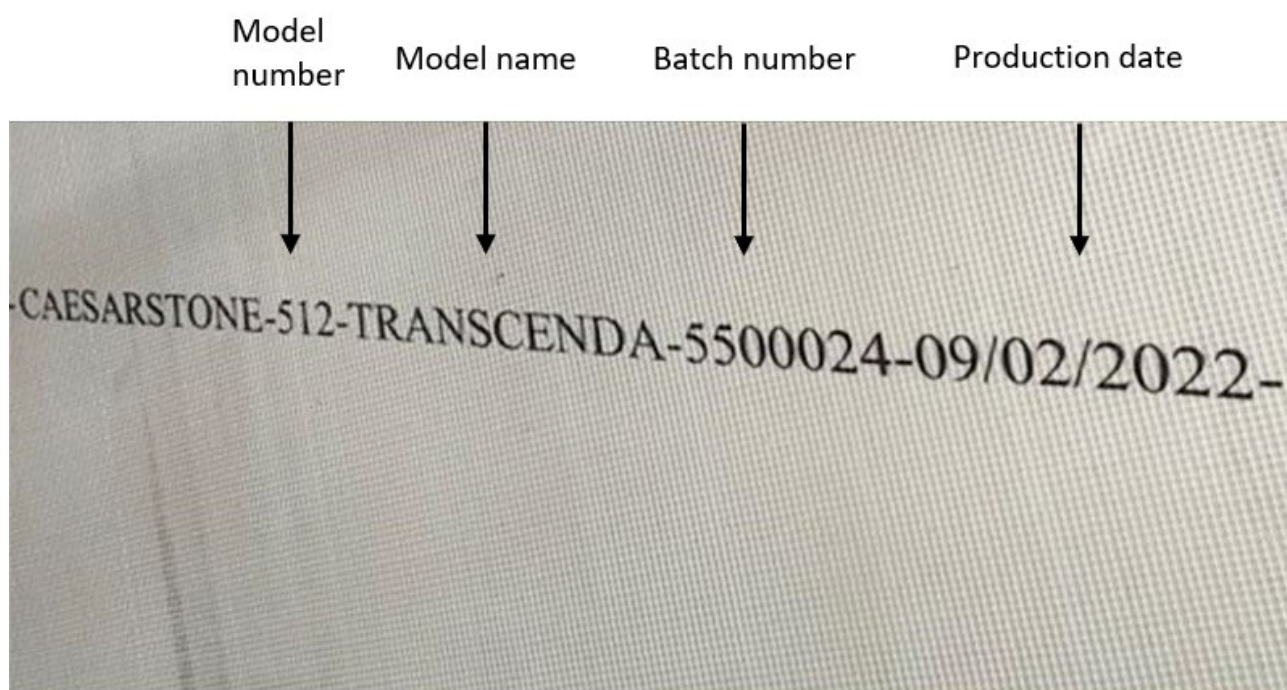
Caesarstone® Genuine Batch Branding

The underside of every genuine Caesarstone® sheet is stamped with a batch code and unique serial number to verify that your Product is authentic ("Caesarstone® Authentication"). Beware of imitations and ensure that a genuine Caesarstone product has been used in your installation.

It is highly recommended that the Caesarstone® Authentication information noted above is included in the adjacent form to help our customer support team in the unlikely event that you need to make a Warranty claim.

In most cases, you may find the Caesarstone® genuine branding (including the Caesarstone® Authentication) by accessing to the underside of the Product slab from inside a kitchen cupboard or bathroom vanity (as applicable).

For reference, below is an example of the Caesarstone® Authentication.



Any Questions?

If you require any advice on caring for your Caesarstone® surface or technical enquiries, please call us on **1300 119 119**.

Distributed by
Caesarstone® Australia Pty Ltd
ACN 121 819 976

Warehouse 3a East Moorebank Logistics Park,
400 Moorebank Ave, Moorebank, 2170

New South Wales

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|-----------------------------|-----------------|
| National Head Office | Ph 1300 119 119 |
| Moorebank Showroom | Ph 02 9426 0500 |
| Alexandria Showroom | Ph 02 9091 2900 |

Victoria

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|----------------------------|-----------------|
| Heatherton Showroom | Ph 03 9549 9000 |
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Queensland

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| Yatala Showroom | Ph 07 3441 5400 |
| South Brisbane Showroom | Ph 07 3844 9922 |

South Australia & Northern Territory

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| Hindmarsh Showroom | 1300 119 119 |
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Western Australia

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|-------------------------|-----------------|
| WA Warehouse | Ph 08 9400 6900 |
| Subiaco Showroom | Ph 08 6144 1200 |

www.caesarstone.com.au



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