# Terms of Use

# 1. GENERAL

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THE WEB SITE PROVIDES CONTENT AND INFORMATION ABOUT THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY. THE WEBSITE'S CONTENT IS PRESENTED FOR INFORMATIVE PURPOSES ONLY.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEB SITE.

By using, accessing or browsing through this Web Site you signify your acceptance of these Terms of Use. If you do not agree to these Terms of Use, please do not use, access or browse the Web Site.

Please note that the Company reserves the right, at its sole discretion, to revise, modify or change or remove portions or all of these Terms of Use, at any time. Please check periodically the Web Site to review such changes in the Terms of Use. Your use of (including any browse through or access of) the Web Site, after such revised Terms of Use have been posted on the Web Site, shall constitute your consent to the new or revised Terms of Use.

You have various ways of contacting us through the Website. However, nothing on the Website or in your submitted inquiries requires us to make any engagements or business arrangement with you, partner with you, provide any products or services to you, engage in any present or future marketing activities or engage in any discussions or negotiations with you.

# 2. RESTRICTIONS ON USE OF CONTENT AND MATERIALS

All information, product information, content and/or material posted on the Web Site ("Materials") are the property of the Company, which retains all rights, title and interests in and to such Materials and all intellectual property rights relating thereto, including without limitations all copyright, patent, trademarks, logos, design rights and ant other proprietary rights.

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- (b) make commercial use of the Web Site or any content displayed on the Web Site:
- (c) violate or attempt to violate the security of the Web Site, or bypass any technical measures used to prevent or restrict access to any portion of the Web Site:
- (d) reverse engineer, decompile or disassemble the Web Site, or convert into human readable form any of the contents of the Web Site not intended to be so read, including but not limited to using or directly viewing the underlying code for the Web Site except as interpreted and displayed in a web browser;
- (e) use any data mining, robots, or similar automated data gathering and extraction tools to access the Web Site;
- (f) Collect, harvest, obtain or process personal information of or about other users of the Web Site;
- (g) interfere with or attempt to interfere with the proper working of the Web Site or otherwise engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Web Site, or which, as determined by us, may harm the Company or users of the Web Site or expose them to liability;
- (h) alter or modify, or attempt to modify, any part of the Web Site;
- (i) attempt to gain unauthorized access to any portion of the Web Site or any systems or networks connected to the Web Site through hacking, cracking, mining, phishing or any other means;
- (j) Displaying the Web Site or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Web Site;
- (k) use reports, content, electronic documentation or other materials available on the Web Site to feed any downstream product, application or Web Site; or
- (I) violate any applicable law.

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WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE WEB SITE.

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The Company is committed to protecting the rights of copyright right holders and seeks to comply with all applicable laws and regulations regarding the protection of intellectual property. Notices related to intellectual property related violations on this Web Site should be addressed through our online contact form, available at: Contact Us.

The Company will process any notices of alleged copyright infringement and will take appropriate actions required under applicable laws. Upon receipt of appropriate notices, the Company will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing.

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Unless you have a written agreement or a specific consent in effect with the Company which states otherwise, links to the Web Site may be provided only in the following manner: (a) links must not suggest or otherwise create the false appearance that the Company is affiliated with any person or entity, or that the Company otherwise endorses, sponsors or affiliated with any product or service; (b) the appearance, position and other aspects of any link to the Web Site may not be such as to damage or dilute the goodwill associated with the Company's name and trademarks; (c) all links to the Web Site must "point" to the URL "http://www.caesarstone.com" and not to other pages within the Web Site; (d) all links to the Web Site, when activated by a user, must not display the Web Site within a "frame" on the linking web site, or any other Web Site.

Without limiting any of the above, the Company reserves the right to revoke its above consent to the providing of any link to the Web Site, at any time in its sole discretion.

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The operation of the Website depends on various factors such as software, hardware and communication networks of the Company, its contractors and suppliers. By their nature, these factors are not fault free.

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You agree that if you are dissatisfied with the Website or any services offered in connection with the Website, if you do not agree with any these Terms of Use, or you have any other dispute or claim with or against the Company with respect to these Terms of Use or the Website, your sole and exclusive remedy is to discontinue using the Website and any services offered in connection with the Website.

#### 12. INDEMNIFICATION

You agree to defend, indemnify and hold the Company and anyone on its behalf, including but not limited to, all of its owners, managers, officers and employees, harmless against any losses, expenses, costs, claims, damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to your breach of the terms of these Terms of Use.

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No reference made in this Web Site to any specific commercial product, process, or service (or provider of such product, process or service) other than such products, processes, or services of the Company, constitute or imply an endorsement, recommendation or favoring by the Company.

## 15. RIGHT TO SHUT DOWN, DENY OR LIMIT ACCESS

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#### 16. PRIVACY POLICY

The privacy policy in connection to this Web Site is available at: <u>Privacy Policy</u> and is hereby incorporated by reference to and forms an integral part of these Terms.

## 17. TERMS AND CONDITIONS OF SALE

These Terms of Use incorporated herein by reference the Terms and Conditions of Sale available <a href="here">here</a>, which may be amended from time to time, at Caesarstone's sole discretion ("Terms and Conditions of Sale"). unless explicitly said provided otherwise by Caesarstone, Terms and Conditions of Sale will set out the terms and conditions that will apply when you place an order of products ("Products"), and consist of, inter-alia, the following terms: payment terms, delivery terms, order cancellation, returns, product warranty, etc. Please read them carefully before purchasing any Products. By purchasing any Products, you (the "Customer", "your" or "you") hereby confirm that you have read, understood and accept the Terms and Conditions of Sale, and agree to be bound by those terms.

# 18. CHANGES TO THE TERMS OF USE

Please note that the Company reserves the right, at its sole discretion, to revise, modify or change or remove portions or all of these Terms of Use, at any time. Please check periodically the Website to review such changes in the Terms of Use. Your use of (including any browse through or access of) the Website, after such revised Terms of Use have been posted on the Website, shall constitute your consent to the new or revised Terms of Use.

#### 19. GENERAL

Material and information provided on the Website may contain statements relating to current expectations, estimates, forecasts and projections about future events that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. These forward-looking statements relate to the Company's plans, objectives and expectations for future operations, expectations of the results of the Company's business optimization initiative and its projected results of operations. These forward-looking statements are provided to allow potential investors the opportunity to understand management's current beliefs and opinions in respect of future results or trends so that they may use such beliefs and opinions as one factor in evaluating an investment. These forward-looking statements are not guarantees of future performance and undue reliance should not be placed on them. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements actual results may differ materially from those projected as a result of certain risks and uncertainties, both known or unknown. These forward-looking statements are made only as of the date hereof, and the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

These Terms of Use shall be governed by and construed in accordance with the laws of the state of Israel (unless otherwise required by any laws, regulations and/or directives which are applicable to your country of origin). The parties will submit all their disputes arising out of or in connection with these Terms of Use to the exclusive jurisdiction of the Court Tel-Aviv, Israel. You further agree to file any cause of action with respect to these Terms of Use within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of these Terms of Use is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of these Terms of Use and shall not cause the invalidity or unenforceability of the remainder of these Terms of Use. This is the entire agreement between you and the Company with regards to the subject matter herein and these Terms of Use shall not be modified except as provided herein. The Company may assign this Terms of Use agreement, in whole or in part, in its sole discretion. The waiver by the Company of a breach of any provision of these Terms of Use shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind.

## 20. CONTACT US

Please feel free to direct any questions or concerns regarding these Terms of Use by contacting us through our online contact form, available at Contact Us.

These Terms of Use were last modified on: March 28, 2021