

CASARASA

Terms & Conditions of Sale Casarasa Building Materials Trading LLC United Arab Emirates

1. Scope and Binding Effect

These Terms and Conditions of Sale govern all quotations, proforma invoices, purchase orders, sales, deliveries, and related transactions conducted by Casarasa Building Materials Trading LLC ("Casarasa"). By approving any quotation, issuing a purchase order, making payment, or accepting delivery of goods, the Client irrevocably agrees to be bound by these Terms. These Terms form a legally binding and integral part of every transaction.

2. Made-to-Order Production and Final Sale Policy

All Casarasa products are manufactured strictly on a made-to-order basis. Production commences upon written confirmation and receipt of payment and is customized according to the Client's selected specifications. All sales are final. No product is eligible for return, exchange, refund, credit, or cancellation once order confirmation has been issued. Under no circumstances shall unused or surplus materials be accepted for return. No cooling-off period applies.

3. Nature of Handcrafted Materials

Casarasa products are handcrafted architectural surfaces. Color variations, tonal differences, surface irregularities, texture deviations, minor dimensional tolerances, and natural patina development are intrinsic characteristics and shall not be considered defects. Samples and showroom displays are indicative only and exact replication cannot be guaranteed.

4. Pricing, Payment and Retention of Title

All prices are exclusive of VAT unless stated otherwise. Payment must be made in advance unless otherwise agreed. Production will not commence until cleared funds are received. Ownership remains with Casarasa until full payment has been received.

5. Production and Delivery Timeline

Estimated production and delivery lead time is approximately eight (8) weeks from written confirmation and receipt of advance payment. Casarasa shall not be liable for delays resulting from customs clearance, shipping disruptions, governmental regulations, or circumstances beyond its control.

6. Force Majeure

Casarasa shall not be liable for delay or failure in performance caused by events beyond its reasonable control, including natural disasters, war, civil unrest, strikes, pandemics, regulatory changes, labor shortages, transportation disruptions, or governmental actions.

7. Inspection and Acceptance

The Client must inspect goods immediately upon delivery. Any visible damage must be reported in writing within three (3) calendar days and must be accompanied by detailed photographic and video evidence. Installation constitutes full and unconditional acceptance. No claims shall be accepted after installation.

8. Installation Responsibility & Technical Requirements

Casarasa is strictly a material supplier and does not perform installation or site execution. For installation, the use of C2TES1 classified adhesive is strongly recommended. Casarasa may provide third-party installer references as a courtesy only and assumes no responsibility for their work. Site visits or technical suggestions do not transfer execution responsibility. Full responsibility rests with the Client and appointed contractor.

To ensure proper application, the following technical guidelines are mandatory:

- **Test Application:** Before proceeding with full installation, a test application must be performed on a 1 m² area using two (2) stones and allowed to dry completely to verify adhesive compatibility and bond strength.
- **Weather Conditions:** Installation must not be performed at ambient temperatures below +5°C, nor during rainy or snowy conditions.
- **Expansion Joints:** To accommodate thermal expansion, appropriate joint gaps must be maintained: 1 mm for standard products, 2 mm for products larger than 49 cm, and 3 mm in regions where the day-to-night temperature fluctuation exceeds 15°C.
- **Top Protection (Coping):** For outdoor and facade applications, the top termination point must be covered with appropriate coping (harpuşta), extending at least 3 cm beyond the stone's thickness to prevent water ingress from above.
- **Structural Support for Separators:** For separator or free-standing models, steel or iron reinforcement is mandatory for open spans exceeding 3 meters, heights above 2.5 meters, or in areas exposed to high wind loads (exceeding 38.8 km/h).

9. Surface Protection, Impregnation and Sealing

Appropriate impregnation or sealing treatment is strongly recommended and mandatory for outdoor, wet-area, façade, hospitality, and exposed applications. Failure to apply sealing may result in staining, moisture absorption, efflorescence, discoloration, or surface alteration. Outdoor installations without documented sealing application may void any potential claim.

- **Application & Testing Protocol:** The impregnating sealer should be applied at a rate of 150–200 grams per m². To ensure full protection, a water-repellency test must be conducted 24 to 48 hours post-application by wetting the surface; any areas exhibiting color change indicate insufficient sealing and must be re-treated once dry.
- **Maintenance:** The sealing treatment should be re-applied every 4 to 8 years depending on environmental exposure to maximize the lifespan of the installation.

10. Storage and Handling

Products must be stored in dry, covered conditions prior to installation. Improper storage voids any claim.

11. Limitation of Liability

Casarasa's total liability shall not exceed the invoice value of the supplied goods. Casarasa shall not be liable for indirect, incidental, or consequential damages including labor costs, project delays, or third-party claims.

12. Intellectual Property

All designs, patterns, textures, and materials remain the exclusive intellectual property of Casarasa.

13. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the United Arab Emirates. Any dispute shall be subject to the exclusive jurisdiction of the courts of Dubai, UAE.

14. Final Provisions

If any provision is deemed invalid, the remaining provisions remain in full force. Casarasa reserves the right to amend these Terms at any time.