CAESARSTONE SDOT-YAM LTD.

FORM 20-F

(Annual and Transition Report (foreign private issuer))

Filed 03/07/16 for the Period Ending 12/31/15

Telephone	972 4 636 4555
CIK	0001504379
Symbol	CSTE
SIC Code	3281 - Cut Stone and Stone Products
Industry	Constr. - Supplies & Fixtures
Sector	Capital Goods

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report……

Commission File Number 001-35464

CAESARSTONE SDOT-YAM LTD.
(Exact Name of Registrant as specified in its charter)

ISRAEL
(Jurisdiction of incorporation or organization)

Kibbutz Sdot-Yam
MP Menashe, 3780400
Israel
(Address of principal executive offices)

Yosef Shiran
Chief Executive Officer
Caesarstone Sdot-Yam Ltd.
MP Menashe, 3780400
Israel
Telephone: +972 (4) 636-4555
Facsimile: +972 (4) 636-4400
(Name, telephone, email and/or facsimile number and address of company contact person)

Securities registered or to be registered pursuant to Section 12(b) of the Securities Act of 1933:

Title of each class	Name of each exchange on which registered
Ordinary Shares, par value NIS 0.04 per share	**The NASDAQ Stock Market LLC**

Securities registered or to be registered pursuant to Section 12(g) of the Act: **None**

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: **None**

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of December 31, 2015: **35,294,755 ordinary shares, NIS 0.04 par value per share**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act:

Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934:

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days:

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (section 229.405 of this chapter), and (2) has been subject to such filing requirements for the past 90 days:

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (Check one):

Large accelerated filer ☒	Accelerated filer ☐	Non-accelerated filer ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☒	International Financial Reporting Standards as issued by the International Accounting Standards Board ☐	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act):

Yes ☐ No ☒

PRELIMINARY NOTES

Introduction

As used herein, and unless the context suggests otherwise, the terms "Caesarstone," "Company," "we," "us" or "ours" refer to Caesarstone Sdot-Yam Ltd. and its consolidated subsidiaries. In this document, references to "NIS" or "shekels" are to New Israeli Shekels, and references to "dollars," "USD" or "$" refer to U.S. dollars.

Our reporting currency is the U.S. dollar. Our functional currency through June 30, 2012 was the NIS. For the periods in which our functional currency was the NIS, our consolidated financial statements were translated into U.S. dollars using the current rate method as follows: assets and liabilities were reflected using the exchange rate at the balance sheet date; revenues and expenses were reflected at the average exchange rate for the relevant period; and equity accounts were reflected using the exchange rate at the relevant transaction date. Translation gains and losses were reported as a component of shareholders' equity. Starting on July 1, 2012, our functional currency became the U.S. dollar. The functional currency of each of our non-U.S. subsidiaries is the local currency in which it operates. These subsidiaries' financial statements are translated into the U.S. dollar, the parent company's functional currency, using the current rate method.

Other financial data appearing in this annual report that is not included in our consolidated financial statements and that relate to transactions that occurred prior to December 31, 2015 are reflected using the exchange rate on the relevant transaction date. With respect to all future transactions, U.S. dollar translations of NIS amounts presented in this annual report are translated at the rate of $1.00 = NIS 3.902, the representative exchange rate published by the Bank of Israel as of December 31, 2015.

Market and Industry Data and Forecasts

This annual report includes data, forecasts and information obtained from industry publications and surveys and other information available to us. Some data is also based on our good faith estimates, which are derived from management's knowledge of the industry and independent sources. Forecasts and other metrics included in this annual report to describe the countertop industry are inherently uncertain and speculative in nature and actual results for any period may materially differ. We have not independently verified any of the data from third-party sources, nor have we ascertained the underlying assumptions relied upon therein. While we are not aware of any misstatements regarding the industry data presented herein, estimates and forecasts involve uncertainties and risks and are subject to change based on various factors, including those discussed under the headings "—Forward-Looking Statements" and "ITEM 3: Key Information—Risk Factors" in this annual report.

Unless otherwise noted in this annual report, Freedonia Custom Research, Inc. ("Freedonia") is the source for third-party industry data and forecasts. The Freedonia Report, dated February 19, 2015, represents data, research opinion or viewpoints developed independently on our behalf and does not constitute a specific guide to action. In preparing the report, Freedonia used various sources, including publically available third-party financial statements; government statistical reports; press releases; industry magazines; and interviews with manufacturers of related products (including us), manufacturers of competitive products, distributors of related products, and government and trade associations. Growth rates in the Freedonia Report are based on many variables, such as currency exchange rates, raw material costs and pricing of competitive products, and such variables are subject to wide fluctuations over time. The Freedonia Report speaks as of its final publication date (and not as of the date of this filing), and the opinions and forecasts expressed in the Freedonia Report are subject to change by Freedonia without notice. We have inquired of Freedonia, and been informed that as of the date of this filing, there has been no change in the Freedonia Report, and Freedonia has not reviewed such report from the date of its publication by Freedonia.

Special Note Regarding Forward-Looking Statements

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995, that are based on our management's beliefs and assumptions and on information currently available to our management. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities, potential market opportunities and the effects of competition. Forward-looking statements include all statements that are not historical facts and can be identified by terms such as "anticipates," "believes," "could," "seeks," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," "would" or similar expressions that convey uncertainty of future events or outcomes and the negatives of those terms. These statements may be found in several sections of this annual report on Form 20-F, including, but not limited to "ITEM 3: Key Information—Risk Factors," "ITEM 4: Information on Caesarstone," "ITEM 5: Operating and Financial Review and Prospects," "ITEM 10: Additional Information—Taxation—United States Federal Income Taxation—Passive foreign investment company considerations." These statements include, but are not limited to, statements regarding:

- our ability to respond to new market developments;
- our intent to penetrate further our existing markets and penetrate new markets;
- our belief in the sufficiency of our cash flows to meet our needs for the next year;
- our plans to invest in developing, manufacturing and offering innovative products;
- our plans to establish a second manufacturing facility in the State of Georgia and install production lines in addition to the existing two production lines, a process toward which we have already taken initial steps;
- our plans to invest in the promotion and strengthening of our brand;
- our plans to invest in research and development for the development of new quartz products;
- our ability to increase quartz's penetration in our existing markets and new markets;
- our ability to successfully compete with other quartz surfaces manufacturers, suppliers and distributors, and with suppliers and distributors of other materials used in countertops;
- our ability to acquire third-party distributors, manufacturers of quartz surfaces products or other products and raw material suppliers;
- our plans to continue our international presence;
- our expectations regarding future prices of quartz, polyester and pigments;
- future foreign exchange rates, particularly the NIS, Australian dollar, Canadian dollar and the euro;
- our expectations regarding our future product mix;
- our expectations regarding the outcome of litigation or other legal proceedings in which we are involved, and our ability to use our insurance policy to cover damages; and
- our expectations regarding regulatory matters applicable to us.

The preceding list is not intended to be an exhaustive list of all of our forward-looking statements. Forward-looking statements reflect our current views with respect to future events and are based on assumptions and are subject to risks and uncertainties, including those described in "ITEM 3.D. Key Information—Risk Factors."

You should not put undue reliance on any forward-looking statements. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors described in this annual report, including factors beyond our ability to control or predict. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that future results, levels of activity, performance and events and circumstances reflected in the forward-looking statements will be achieved or will occur. Except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason after the date of this annual report, to conform these statements to actual results or to changes in our expectations.

TABLE OF CONTENTS

P ART I

IT EM 1: Identity of Directors, Senior Management and Advisers

Not applicable.

I TEM 2: Offer Statistics and Expected Timetable

Not applicable.

I TEM 3: Key Information

A. S elected Financial Data

You should read the following selected consolidated financial data in conjunction with "ITEM 5: Operating and Financial Review and Prospects" and our consolidated financial statements and the related notes included elsewhere in this annual report on Form 20-F. The consolidated income statement data for the years ended December 31, 2015, 2014 and 2013 and the consolidated balance sheet data as of December 31, 2015 and 2014 are derived from our audited consolidated financial statements included in "ITEM 18: Financial Statements," which have been prepared in accordance with generally accepted accounting principles in the United States (" **U.S. GAAP** "). The consolidated income statement data for the years ended December 31, 2012 and 2011 and the consolidated balance sheet data as of December 31, 2013, 2012 and 2011 have been derived from our audited consolidated financial statements which are not included in this annual report. The information presented below under the caption "Other Financial Data" and "Dividends declared per share" contains information that is not derived from our financial statements.

	2015	2014	2013	2012	2011
Consolidated Income Statement Data:					
Revenues	$ 499,515	$ 447,402	$ 356,554	$ 296,564	$ 259,671
Cost of revenues	299,290	257,751	194,436	169,169	155,377
Gross profit	200,225	189,651	162,118	127,395	104,294
Operating expenses:					
Research and development, net (1)	3,052	2,628	2,002	2,100	2,487
Marketing and selling	59,521	55,870	51,209	46,911	34,043
General and administrative	36,612	36,111	32,904	28,423	30,018
Legal settlements and loss contingencies, net	4,654	-	-	-	-
Total operating expenses	103,839	94,609	86,115	77,434	66,548
Operating income	96,386	95,042	76,003	49,961	37,746
Finance expenses, net	3,085	1,045	1,314	2,773	4,775
Income before taxes on income	93,301	93,997	74,689	47,188	32,971
Taxes on income	13,843	13,738	10,336	6,821	3,600
Income after taxes on income	79,458	80,259	64,353	40,367	29,371
Equity in losses of affiliate (2)	—	—	—	—	67
Net income	$ 79,458	$ 80,259	$ 64,353	$ 40,367	$ 29,304
Net income attributable to non-controlling interest	1,692	1,820	1,009	735	252
Net income attributable to controlling interest	77,766	78,439	63,344	39,632	29,052
Dividend attributable to preferred shareholders	—	—	—	—	(8,376)
Net income attributable to the Company's ordinary shareholders	77,766	78,439	63,344	39,632	20,676
Basic net income per ordinary share	2.21	2.25	1.83	1.21	1.06
Diluted net income per ordinary share	2.19	2.22	1.80	1.21	1.06
Weighted average number of ordinary shares used in computing basic income per share	35,253	34,932	34,667	32,642	19,565
Weighted average number of ordinary shares used in computing diluted income per share	35,464	35,394	35,210	32,700	19,565
Dividends declared per share					
Shekels*	NIS —	NIS —	NIS —	NIS 3.78	NIS 0.50
Dollars*	$ —	$ 0.57	$ 0.58	$ 1.02	$ 0.14

	At December 31,				
	2015	2014	2013	2012	2011
			(in thousands)		
Consolidated Balance Sheet Data:					
Cash, cash equivalents and short term bank deposits	$ 62,807	$ 54,327	$ 92,248	$ 72,733	$ 11,950
Working capital (3)	168,841	124,306	145,702	117,712	28,592
Total assets	529,742	439,000	377,556	321,049	246,317
Total liabilities	120,680	109,274	104,333	90,026	103,661
Redeemable non-controlling interest	8,841	8,715	7,624	7,106	6,205
Shareholders' equity	400,221	321,011	265,599	223,917	136,451

	Year ended December 31,				
	2015	2014	2013	2012	2011
			(in thousands)		
Other Financial Data:					
Adjusted EBIDTA (4)	$ 125,667	$ 116,553	$ 91,711	$ 69,445	$ 58,774
Adjusted net income attributable to controlling interest (4)	83,682	82,498	63,959	44,008	34,765
Capital expenditures	76,495	86,373	27,372	13,481	8,785
Depreciation and amortization	22,334	17,176	14,994	14,368	14,615

* Prior to 2012, the Company declared and paid its dividends in NIS. Conversion to U.S. dollar appears herein for reporting purposes. Starting in 2013, dividends were declared and paid in U.S. dollar. Therefore, no conversion is required.

(1) Research and development expenses are presented net of grants that we received from the Office of the Chief Scientist ("OCS") of the Ministry of Economy and Industry of the State of Israel between 2009 and 2013.

(2) Reflects our proportionate share of the net loss of our U.S. distributor, Caesarstone USA, Inc. ("Caesarstone USA"), in which we acquired a 25% equity interest on January 29, 2007. We accounted for our investment using the equity method. In 2011, the amount represents a loss through May 18, 2011, the date on which we acquired the remaining 75% equity interest in Caesarstone USA and began to consolidate its results of operations.

(3) Working capital is defined as total current assets minus total current liabilities.

(4) The tables below reconcile net income to adjusted EBITDA and net income attributable to controlling interest to adjusted net income attributable to controlling interest for the periods presented and are unaudited.

We use certain non-GAAP financial measures to evaluate our performance in conjunction with other performance metrics. The following are examples of how we use such non-GAAP measures:

- Our annual budget is based in part on these non-GAAP measures.
- Our management and board of directors use these non-GAAP measures to evaluate our operational performance and to compare it against work plan and budget.

Our non-GAAP financial measures, Adjusted EBITDA and adjusted net income attributable to controlling interest, have no standardized meaning and accordingly have limitations in their usefulness to investors. We provide such non-GAAP data because management believes that such data provide useful information to investors. However, investors are cautioned that, unlike financial measures prepared in accordance with U.S. GAAP, non-GAAP measures may not be comparable with similar measures used by other companies. These non-GAAP financial measures are presented solely to permit investors to more fully understand how management and our board assesses our performance. The limitations of these non-GAAP financial measures as performance measures are that they provide a view of our results of operations without reflecting all events during a period and may not provide a comparable view of our performance to other companies in our industry.

Investors should consider non-GAAP financial measures in addition to, and not as replacements for, or superior to, measures of financial performance prepared in accordance with GAAP.

In arriving at our presentation of non-GAAP financial measures, we exclude items that either have a non-recurring impact on our income statement or which, in the judgment of our management, are items that, either as a result of their nature or size, could, were they not singled out, potentially cause investors to extrapolate future performance from an improper base. In addition, we also exclude share-based compensation expenses to facilitate a better understanding of our operating performance, since these expenses are non-cash and accordingly do not affect our business operations. While not all inclusive, examples of these items include:

- amortization of purchased intangible assets;
- legal settlements (both gain or loss) and loss contingencies, due to the difficulty in predicting future events, their timing and size;
- material items related to business combination activities important to understanding our on-going performance;
- excess cost of acquired inventory;
- expenses related to our share based compensation;
- significant one-time offering costs;
- material tax and other awards or settlements, both amounts paid and received; and
- tax effects of the foregoing items.

	Year ended December 31,				
	2015	2014	2013	2012	2011
			(in thousands)		
Reconciliation of Net Income to Adjusted EBIDTA:					
Net income	$ 79,458	$ 80,259	$ 64,353	$ 40,367	$ 29,304
Finance expenses, net	3,085	1,045	1,314	2,773	4,775
Taxes on income	13,843	13,738	10,336	6,821	3,600
Depreciation and amortization	22,334	17,176	14,994	14,368	14,615
Legal settlements and loss contingencies, net (a)	4,654	—	—	—	—
Equity in losses of affiliate, net(b)	—	—	—	—	67
Excess cost of acquired inventory(c)	—	231	188	885	4,021
Share-based compensation expense(d)	2,293	2,642	2,514	3,007	1,259
Inventory–change of estimate (e)	—	—	(3,458)	—	—
Follow–on expenses (f)	—	657	1,470	—	—
IPO bonus(g)	—	—	—	1,970	—
Caesarstone USA contingent consideration adjustment(h)	—	—	—	255	—
Litigation gain(i)	—	—	—	(1,001)	(1,783)
Provision for employee fringe benefits (j)	—	939	—	—	—
Settlement with tax authorities (k)	—	(134)	—	—	—
Microgil loan and inventory write down(l)	—	—	—	—	2,916
Adjusted EBITDA	$ 125,667	$ 116,553	$ 91,711	$ 69,445	$ 58,774

(a) Consists of legal settlements expenses and loss contingencies, net, related to individual silicosis claims.

(b) Consists of our portion of the results of operations of Caesarstone USA prior to its acquisition by us in May 2011.

(c) Consists of charges to cost of goods sold for the difference between the higher carrying cost of the inventory of two of our subsidiaries, Caesarstone USA's inventory at the time of its acquisition and inventory that was purchased from its sub-distributors, and Caesarstone Australia Pty Limited's inventory that was purchased from its distributor, and the standard cost of our inventory, which adversely impacts our gross margins until such inventory is sold. The majority of the acquired inventory from Caesarstone USA was sold in 2011, and the majority of the inventory purchased from the Australian distributor was sold in 2012.

(d) Share-based compensation consists primarily of changes in the value of share-based rights granted in January 2009 to our Chief Executive Officer, as well as changes in the value of share-based rights granted in March 2008 to the former chief executive officer of Caesarstone Australia Pty Limited. In 2012, share-based compensation consisted primarily of expenses related to stock options granted to our employees as well as changes in the value of share-based rights granted in January 2009 to our Chief Executive Officer. In 2013, share-based compensation consisted of expenses related to stock options granted to our employees. In 2014, share-based compensation consists of expenses related to stock options granted to our employees as well as expenses related to share-based bonus rights granted during 2014. In 2015, share-based compensation consists of expenses related to stock options and restricted stock units granted to our employees as well as expenses related to share-based bonus rights granted during 2014.

(e) Relates to a change in estimate for the value of inventory following the implementation of our new ERP system in April 2013.

(f) In 2013, follow-on expenses consist of direct expenses related to a follow-on offering that closed in April 2013, including a bonus paid by our former shareholder, Tene Investment Fund ("Tene"), to certain of our employees that under U.S. GAAP we are required to expense against paid-in capital. In 2014, follow-on expenses consist of direct expenses related to a follow-on offering that closed in June 2014.

(g) Consists of the payment of $1.72 million to certain of our employees and $0.25 million to our chairman of the board of directors for their contribution to the completion of our initial public offering ("IPO").

(h) Relates to the change in fair value of the contingent consideration that was part of the consideration transferred in connection with the acquisition of Caesarstone USA.

(i) In 2011, litigation gain consists of a mediation award in our favor pursuant to two trademark infringement cases brought by Caesarstone Australia Pty Limited. In 2012, litigation gain resulted from a settlement agreement with the former chief executive officer of Caesarstone Australia Pty Limited related to litigation that had been commenced in 2010. Pursuant to the settlement, he transferred to us the ownership of all his shares in Caesarstone Australia Pty Limited received in connection with his employment. We did not make any payments in connection with such transfer or other payments to the former chief executive officer. As a result of the settlement, we reversed the liability provision in connection with the litigation and the adjustment is presented net of the related litigation expenses incurred in connection with the settlement.

(j) Relates to an adjustment of provision for taxable employee fringe benefits as a result of a settlement with the Israel Tax Authority and with the Israeli National Insurance Institute ("NII").

(k) Relates to a refund of Israeli value added tax ("VAT") associated with a bad debt from 2007.

(l) Relates to our writing down to zero the cost of inventory provided to Microgil Agricultural Cooperative Society Ltd. ("Microgil"), our former third-party quartz processor in Israel, in 2011 in the amount of $1.8 million and our writing down to zero our $1.1 million loan to Microgil, in each case, in connection with a dispute. See "ITEM 8: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings".

	Year ended December 31,				
	2015	2014	2013	2012	2011
			(in thousands)		
Reconciliation of Net Income Attributable to Controlling Interest to Adjusted Net Income Attributable to Controlling Interest:					
Net income attributable to controlling interest	$ 77,766	$ 78,439	$ 63,344	$ 39,632	$ 29,052
Legal settlements and loss contingencies, net (a)	4,654	—	—	—	—
Excess cost of acquired inventory(b)	—	231	188	885	4,021
Litigation gain(c)	—	—	—	(1,001)	(1,783)
Inventory – change of estimate(d)	—	—	(3,458)	—	—
Follow-on expenses(e)	—	657	1,470	—	—
IPO bonus(f)	—	—	—	1,970	—
Caesarstone USA contingent consideration adjustment(g)	—	—	—	255	—
Microgil loan and inventory write down(h)	—	—	—	—	2,916
Share-based compensation expense(i)	2,293	2,642	2,514	3,007	1,259
Provision for employee fringe benefits (j)	-	939	—	—	—
Settlement with tax authorities (k)	-	134	—	—	—
Tax adjustment (l)	-	342	—	—	—
Total adjustments before tax	6,947	4,677	714	5,116	6,413
Less tax on above adjustments	1,031	618	99	740	700
Total adjustments after tax	5,916	4,059	615	4,376	5,713
Adjusted net income attributable to controlling interest	$ 83,682	$ 82,498	$ 63,959	$ 44,008	$ 34,765

(a) Consists of legal settlements expenses and loss contingencies, net, related to individual silicosis claims.

(b) Consists of charges to cost of goods sold for the difference between the higher carrying cost of the inventory of two of our subsidiaries, Caesarstone USA's inventory at the time of its acquisition and inventory that was purchased from its distributor, and Caesarstone Australia Pty Limited's inventory that was purchased from its distributor, and the standard cost of our inventory, which adversely impacts our gross margins until such inventory is sold. The majority of the acquired inventory from Caesarstone USA was sold in 2011, and the majority of the inventory purchased from the Australian distributor was sold in 2012.

(c) In 2011, litigation gain consists of a mediation award in our favor pursuant to two trademark infringement cases brought by Caesarstone Australia Pty Limited. In 2012, litigation gain resulted from a settlement agreement with the former chief executive officer of Caesarstone Australia Pty Limited related to litigation that had been commenced in 2010. Pursuant to the settlement, he transferred to us the ownership of all his shares in Caesarstone Australia Pty Limited received in connection with his employment. We did not make any payments in connection with such transfer or other payments to the former chief executive officer. As a result of the settlement, we reversed the liability provision in connection with the litigation and the adjustment is presented net of the related litigation expenses incurred in connection with the settlement.

(d) Relates to a change in estimate for the value of inventory following the implementation of our new ERP system in April 2013.

(e) In 2013, follow-on expenses consist of direct expenses related to a follow-on offering that closed in April 2013, including a bonus paid by our former shareholder, Tene, to certain of our employees that under U.S. GAAP we are required to expense against paid-in capital. In 2014, follow-on expenses consist of direct expenses related to a follow-on offering that closed in June 2014.

(f) Consists of the payment of $1.72 million to certain of our employees and $0.25 million to our chairman of the board of directors for their contribution to the completion of our IPO.

(g) Relates to the change in fair value of the contingent consideration that was part of the consideration transferred in connection with the acquisition of Caesarstone USA.

(h) Relates to our writing down to zero the cost of inventory provided to Microgil, our former third-party quartz processor in Israel, in 2011 in the amount of $1.8 million and our writing down to zero our $1.1 million loan to Microgil, in each case, in connection with a dispute. See "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings."

(i) Share-based compensation consists primarily of changes in the value of share-based rights granted in January 2009 to our Chief Executive Officer, as well as changes in the value of share-based rights granted in March 2008 to the former chief executive officer of Caesarstone Australia Pty Limited. In 2012, share-based compensation consisted primarily of expenses related to stock options granted to our employees as well as changes in the value of share-based rights granted in January 2009 to our Chief Executive Officer. In 2013, share-based compensation consisted of expenses related to stock options granted to our employees. In 2014, share-based compensation consists of expenses related to stock options granted to our employees as well as expenses related to share-based bonus rights granted during 2014. In 2015, share-based compensation consists of expenses related to stock options and restricted stock units granted to our employees as well as expenses related to share-based bonus rights granted during 2014.

(j) Relates to an adjustment of provision for taxable employee fringe benefits as a result of a settlement with the Israel Tax Authority and with the NII.

(k) Relates to a refund of Israeli VAT associated with a bad debt from 2007.

(l) Relates to an adjustment in taxes as a result of a tax settlement we reached with Israeli tax authorities.

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

Our business faces significant risks. You should carefully consider all of the information set forth in this annual report and in our other filings with the United States Securities and Exchange Commission (the "SEC"), including the following risk factors which we face and which are faced by our industry. Our business, financial condition and results of operations could be materially and adversely affected by any of these risks. In that event, the trading price of our ordinary shares would likely decline and you might lose all or part of your investment. This report also contains forward-looking statements that involve risks and uncertainties. Our results could materially differ from those anticipated in these forward-looking statements, as a result of certain factors including the risks described below and elsewhere in this report and our other SEC filings. See also "Special Note Regarding Forward-Looking Statements" on page iv of this annual report.

Risks related to our business and industry

Downturns in the home renovation and remodeling and new residential construction sectors or the economy generally and a lack of availability of consumer credit could adversely impact end-consumers and lower demand for our products, which could cause our revenues and net income to decrease.

Our products are primarily used as countertops in residential kitchens. As a result, our sales depend significantly on home renovation and remodeling spending, as well as new residential construction spending . Our products are also used in commercial applications. Spending in each of the above-mentioned sectors declined significantly since 2008 in most of the markets in which we operate and, to date, many of these markets, including the United States, Canada, Australia, and particularly Europe, recovered only to a certain degree. For example, housing completions in the United States and Canada in 2015 were 35.7% and 6.9% below 2007 levels, respectively (according to the National Association of Home Builders and Statistics Canada), and renovation spending in Australia was estimated to be 8.7% below 2007 level (according to the HIA- Housing Industry Association). Spending on home renovation and remodeling and new residential construction depends significantly on the availability of consumer credit, as well as other factors such as interest rates, consumer confidence, government programs and unemployment. Such factors also affect spending on commercial projects. Any of these factors could result in a tightening of lending standards by financial institutions and reduce the ability of consumers to finance renovation and remodeling expenditures or home purchases. Consumers' ability to access financing varies across our operating markets. Declining home values, increased home foreclosures and tightening of credit standards by lending institutions in certain markets have negatively impacted the home renovation and remodeling and the new residential construction sectors in several of our key existing markets since 2008.

If the housing market is negatively impacted as a result of an economic downturn or if other significant economic negative trends occur, we may be unable to grow our business and our revenues and net income may be adversely affected.

Our revenues are subject to significant geographic concentration and any disruption to sales within one of our key existing markets could materially and adversely impact our results of operations and prospects.

Our sales are subject to significant geographic concentration. In 2015, sales in the United States, Australia, Canada and Israel accounted for 44.7%, 22.1%, 14.2% and 7.9% of our revenues, respectively. Each country has different characteristics and our results of operations could be adversely impacted by a range of factors, including local competitive changes, changes in consumers' quartz surface or countertop preferences and regulatory changes that specifically impact these markets. Sales in our main markets could be adversely impacted by other general economic conditions, including increase in imports from Asian manufacturers into such markets, especially the United States, Australia and Canada. Stronger local currencies could make lower-priced and lower-quality imported goods more competitive than our products.

In addition, in light of our geographic concentration, a downturn in levels of home renovation and remodeling or new residential construction spending , in particular in the United States, Australia, Canada or Israel, could adversely affect our revenues and net income. In general, our revenues are generated more from home renovations and new residential single-family construction than from construction of multi-family units.

In the United States, renovation and remodeling spending, which we estimate accounted for approximately 60% of our sales in this country, were estimated to increase by only 5.6% in 2015 (according to the Joint Center for Housing Studies, Harvard University), compared to an increase of 12.5% in 2014. Housing completions, which we estimate accounted for approximately 25% of our U.S. sales, increased by 9.3% in 2015 compared with 15.7% in 2014. In Australia, renovation and remodeling spending, which we estimate accounted for approximately 60% of our sales in the country, grew by 3.9% and 1.5% in 2015 and 2014, respectively. Growth in housing completions, which we estimate accounted for approximately 35% of our sales in Australia, increased by 13.6% in 2015 following an increase of 14.9% in 2014 (according to the HIA). In Canada, renovation and remodeling spending, which we estimate accounted for approximately 60% of our total sales in this country, grew by 4.1% in the first 9 months of 2015 compared to a similar period in 2014 (according to Statistics Canada), and by 7.4% in 2014. However, housing completions, which we estimate accounted for approximately 35% of our sales in Canada, increased by 7.2% in 2015 compared with a decline of 2.2% in 2014.

Although we face different challenges and risks in each of the markets in which we operate, due to the existence of a high level of geographic concentration, should an adverse event occur in any of these jurisdictions, our results of operations and prospects could be impacted disproportionately.

We face intense competitive pressures, which could adversely affect our results of operations and financial condition.

Our quartz surface products compete with a number of other surface materials such as granite, laminate, marble, manufactured solid surface, concrete, stainless steel, wood and ceramic. Large surfaces made of ceramic, a durable material with sizes similar to our products' sizes, are manufactured using a relatively new technology. We compete with manufacturers of these surface materials and other quartz surfaces, and our ability to maintain or grow our market share, revenue and profits is dependent on a range of factors, including brand awareness and brand position, product quality, product differentiation and breadth of product offerings, new product development and time to market, technological innovation, pricing, availability of inventory on demand, and customer service. Since we seek to position our products as a premium alternative to other surface materials, including other quartz surfaces, the perception among end-consumers and other players in our products' value chain of the quality and leadership of our products is a key competitive differentiator. In addition, to maintain our price levels, margins, competitive position and increase demand for our quartz surface products, we must continue to develop and introduce new product designs supported by proprietary manufacturing knowledge or otherwise differentiated from our competitors' products that meet consumer preferences. Some of our competitors may be able to adapt to changes in consumer preferences and demand more quickly, devote greater resources to creating innovative designs, successfully copying our designs and technologies and establishing brand recognition, manufacture more versatile slab sizes, implement processes to lower costs, acquire complementary businesses, such as raw material suppliers, and expand more rapidly or adopt more aggressive pricing policies than we can. For example, some of our competitors who manufacture quartz surfaces also market and sell ceramic surfaces for countertops. Additionally, a number of our competitors have greater financial and capital resources than we do and continue to invest heavily to achieve increased production efficiencies and brand recognition. Competitors may also be in a better position to access emerging sales channels in various markets, and may have more diversified product offerings involving materials in addition to quartz surfaces.

Our market share in specific markets or globally, as well as our revenues, margins and net income may be adversely affected if:

- manufacturers of other surface materials or other quartz surface manufacturers successfully brand their products as premium products;
- consumers place less value on premium branded quartz surfaces or quartz surfaces market becomes a commodity market;
- we are unable to develop new product designs based on consumer demand that are supported by new technologies and know-how developed by us;
- we are unable to respond rapidly or at all to changes in consumers' preferences, such as in the size of quartz surfaces;

- we are unable to maintain the strength of the Caesarstone brand and its reputation for high quality, innovation, emphasis on design and excellent service;
- we are unable to place sufficient inventory to fulfill the demand in the markets;
- we are unable to complete our additional manufacturing capabilities as we may require;
- new products of similar or better characteristics are marketed by competitors and we are unable to expand our offering to include such new products;
- we are unable to compete with lower-priced products perceived as comparable to ours and produced by manufacturers of other surface materials or other quartz surface manufacturers; or
- our manufacturing efficiency declines as a result of decreasing capacity, expanding capacity and/or increased expenses to meet quality standards in connection with the use of new product development technologies or with the use of new production lines.

In addition, changes in any of these competitive factors may be sufficient to cause a distributor, retailer, contractor or fabricator to change manufacturers, which would harm our sales in a particular market.

We face competition from providers of quartz surfaces that set prices considerably lower than the prices of our premium products, which could adversely impact our sales and margins.

We have invested considerable resources to position our quartz surface products as premium branded products. Due to our products' high quality and positioning, we generally set our prices—especially for our differentiated products—at a higher level than alternate surfaces and quartz surfaces provided by other manufacturers. We face competition in all of our key markets, primarily from manufacturers located in the Asia-Pacific region and in Europe that market quartz surface products at lower price points, including quartz surface products which imitate our products and designs. Manufacturers in China, Vietnam and other countries in the Asia-Pacific region frequently benefit from labor and energy costs that are significantly lower than our costs and enable them to price their products lower than our products. Under these circumstances, we face direct competition that significantly undercuts the prices that we are able to charge and that we seek to charge our customers, as well as the prices that our distributors and fabricators are able to charge consumers. Even if we seek to lower the prices that we charge for our products in certain markets, we may be unable to achieve the same labor and energy costs in order to maintain current margins on our products. Some of these competitors have developed know-how and technical capabilities to manufacture products similar to our products and other competitors may do so in the future. We have also experienced instances of our competitors marketing products with similar appearances and similar model names to some of our products. Competition of this nature may increase in the markets in which we operate and may develop in new markets. Even if these competitors are unable to compete with us in all markets in which we sell our products, the introduction of similar products may result in lowering or eliminating the value that distributors and end-consumers place on our premium brand and products. Such competition or change in perception could result in significantly lower sales and reduced profit margins. Competition from manufacturers in the Asia- Pacific region, especially from China, has increased in North America, particularly in light of the recent growth in new construction of multifamily units, where selling price represents a significant competitive advantage. If we do not enter this market segment, which requires lower pricing, we could lose market share as well as growth opportunities. However, offering lower priced products, branded under Caesarstone or another brand, may adversely affect our brand position and our profit margins.

Silicosis and related claims might have a material adverse effect on our business, operating results and financial condition.

As of the date of this report, we are party to 74 pending bodily injury lawsuits that have been filed in Israel since 2008 against us directly or that have named us as third-party defendants by fabricators or their employees in Israel, by the injured successors, by the State of Israel or by others. Such lawsuits include, among others, one lawsuit filed by three fabricators, four lawsuits filed by the National Insurance Institute ("NII"), one lawsuit which was filed by both the NII and a fabricator, an appeal which was filed in connection with a judgment granted in one of the lawsuits and a lawsuit filed against us where the claimants applied for its certification by the court as a class action. As of today, we have also received nine pre-litigation letters threatening to file claims against us on behalf of certain fabricators and their employees in Israel.

The plaintiffs in such lawsuits claim that they contracted illnesses, including silicosis, through exposure to silica particles during cutting, polishing, sawing, grinding, breaking, crushing, drilling, sanding or sculpting our products. Silicosis is an occupational lung disease that is progressive and sometimes fatal, and is characterized by scarring of the lungs and damage to the breathing function. Inhalation of dust containing fine silica particles as a result of poorly protected and controlled, or unprotected and uncontrolled, exposure, while working in different occupations, including among other things, processing quartz, granite, marble and other materials and working with quartz, can cause silicosis and other diseases. Silica comprises approximately 90% of engineered stones such as our products, and smaller concentrations of silica are present in natural stones. Therefore, in some of the lawsuits it is claimed that fabrication of engineered stones creates higher exposure to silica dust, and, accordingly, creates a higher risk of silicosis. In some of the lawsuits, such claims are supported by expert opinions or certain articles. In February 2015, the U.S. Occupational Safety and Health Administration ("OSHA") and the U.S. National Institute for Occupational Safety and Health ("NIOSH") published a hazard alert identifying exposure to silica as a health hazard to workers involved in manufacturing, finishing and installing natural and manufactured (engineered) stone countertop products, both in fabrication shops and during in-home finishing/installation.

Most of the claims asserted against us do not specify a total amount of damages sought and the plaintiffs' future damages, if any, will be determined at trial. Although we intend to vigorously contest the pending claims, we cannot provide any assurance that we will be successful. As of December 31, 2015, we estimated that our total exposure with respect to 71 pending lawsuits (not including the lawsuit where the claimants filed a motion for its certification as a class action and lawsuits settled) is approximately $14.8 million, although the actual outcome of such lawsuits may vary significantly from such estimate. We believe that we have $10.2 million of coverage under our product liability insurance, and accordingly, our total out-of-pocket exposure with respect to such pending claims is estimated to be $4.7 million. We cannot make an estimate with respect to threatened claims of which we have received notices through pre-litigation letters. Currently, only one lawsuit has been resolved by Israeli courts in a judgment and without settlement between the parties. Such judgment was later cancelled by the Supreme Court, following out of court settlements between some of the parties, as described in "ITEM 8.A: Financial Information- Legal Proceedings".

A lawsuit by a single plaintiff and a motion for the recognition of this lawsuit as a class action were filed against us in the Central District Court in Israel, as described below in "ITEM 8.A: Financial Information-— Legal Proceedings". We may be also subject to putative class action lawsuits in the future in Israel and abroad and we cannot be certain whether such claims will succeed in being certified or on their merits.

We are exposed in Israel to potential future subrogation claims by the NII, providing for reimbursement of its payments related to damages paid or that will be paid to plaintiffs, if we are found liable for the plaintiffs' damages. As of today, four of the 74 pending claims against us were brought by the NII and one claim was filed by the NII together with an individual plaintiff, for subrogation of payments the NII had made or will make in the future with respect to seven fabricators who allegedly contracted silicosis. The amount of damages to which we may be liable to the NII in any subrogation claim may not exceed the actual amount of an injured person's damages for which we would be found liable, if at all, after deducting any compensation which we would pay to such injured person pursuant to his/her direct or indirect claim against us.

Any pending or future litigation is subject to significant uncertainty. Our estimated total out-of-pocket exposure with respect to pending claims is subject to change for a variety of reasons, including an unpredictable adverse development in the pending cases. We cannot estimate the number of potential claimants that may file claims in the future or the nature of their claims. In addition, punitive damages may be awarded in certain jurisdictions, even though they are rare in Israel. Furthermore, we may face future engineering and compliance costs to enhance our compliance with existing standards relating to silica or to meet new standards if such standards are heightened. Our fabricator customers may also face engineering and compliance costs related to the fabrication of our products and similar products, which could cause them to resort to fabricating alternative products that do not carry the same risks associated with silica dust generated from the fabrication of our products. OSHA is currently considering lowering the permissible exposure limit to silica dust. In addition, the Israeli Ministry of Economy and Industry, or the IMEI, recently proposed a new law, aimed at improving the health protection and safety of persons engaged in fabrication of engineered quartz surfaces by imposing obligations to obtain permits for engineered stone fabrication and marketing. Under the proposed law, if accepted by the Israeli parliament, fabricators and sellers of quartz surfaces would be required to obtain permits periodically, which may be issued subject to meeting certain requirements to be set by the IMEI. Such regulatory changes, if they are not effectively enforced or executed or if they impose a burden on the operations of fabricators and distributors, may adversely impact our business in Israel, increase the market share of surfaces made from other material and harm our financial results.

Any damages to which we are subject in litigation, the cost of defending any claims, compliance costs, and the loss of business from fabricators who no longer find it practical to fabricate our products, may have a materially adverse impact on our revenues and profits. Moreover, because Israeli law and the laws of several other jurisdictions recognize joint and several liability among co-defendants in civil suits, and because insurers of fabricators' employers denied insurance coverage for such fabricators with respect to silicosis-related claims due to alleged silicosis exclusions in employment liability policies, even if we are found only partially liable to a plaintiff's damages, the plaintiff may seek to collect all his damages from us, requiring us to collect separately from our co-defendants their allocated portion of the damages and there can be no assurance that we will succeed in such collection.

Consistent with the experience of other companies involved in silica-related litigation, there may be an increase in the number of asserted claims against us. Such claims could be asserted by claimants in different jurisdictions, including Israel, the United States, Canada, Australia and other markets where our products are distributed and sold and could result in significant legal expenses and damages. Although we believe that claimants in any future silica-related claims involving us should be limited to persons involved in the fabrication of our products and those in the immediate vicinity of fabrication activities, claimants may potentially also include our employees or end consumers, seeking compensation for bodily or emotional/non-physical damages. Seven employees currently employed in our plants in Israel have been diagnosed with silicosis or suspected to have silicosis, and any expenses not covered by the NII which we may incur in this respect are not covered by our employer liability insurance.

We currently have product liability insurance policies which apply to us and our subsidiaries and cover the silicosis claims, subject to certain terms and limitations described in "ITEM 8.A: Financial Information—Legal Proceedings." If we are unable to renew our insurance at all or in part, from our current insurers or from others, we are unable to obtain coverage from other insurance providers, we cannot obtain insurance on as favorable terms as previously, our insurance is terminated early, our insurance coverage is decreased, our insurance coverage inadequately covers damages for which we are found liable, or we become subject to silicosis claims excluded by our product liability insurance policy or by our employer liability insurance policy, we may incur significant legal expenses and become liable for damages, in each case, that are not covered by insurance, and our management could expend significant time addressing such claims. Such events might have a material adverse effect on our business and results of operations.

As of December 31, 2015, our insurance receivables totaled $10.2 million. Although we believe that it is probable that such receivables will be paid to us when such payments are due, if our insurers become insolvent in the future or for other reason do not pay such amounts in full or on a timely basis, such failure could have a material adverse effect on our financial results and cash flow. See Note 10 to our financial statements attached elsewhere in this report .

For more information, see "ITEM 8.A: Financial Information— Legal Proceedings—Claims related to alleged silicosis injuries."

Our results of operations may be adversely affected by fluctuations in currency exchange rates, and we may not have adequately hedged against them.

We conduct business in multiple countries, which exposes us to risks associated with fluctuations in currency exchange rates between the U.S. dollar (our functional currency since July 1, 2012) and other currencies in which we conduct business. In 2015, 46.0% of our revenues were denominated in U.S. dollars, 22.1% in Australian dollars, 14.2% in Canadian dollars, 9.8% in Euros and 7.9% in NIS. In 2015, the majority of our expenses were denominated in U.S. dollars, NIS and Euros, and a smaller proportion in Australian and Canadian dollars. As a result, weakening of the Australian and Canadian dollars and strengthening of the NIS and Euro against the U.S. dollar presents a significant risk to us and may impact our business significantly. For example, in 2015, the Australian dollar depreciated 16.6% against the U.S. dollar compared to 2014 on an annual average basis, which resulted in our operating income decreasing by $18.4 million, or 3.7% of our revenues in 2015, compared to 2014. In 2015, the Canadian dollar depreciated 13.5% against the U.S. dollar compared to 2014 on an annual average basis, which resulted in our operating income decreasing by $7.6 million, or 1.5% of our revenues in 2015, compared to 2014. Although we currently engage in derivatives transactions, such as forward and option contracts, to minimize our currency risk, we do not hedge all of the exposure. We have been using a dynamic hedging strategy to hedge our cash flow exposures. This strategy involves consistent hedging of exchange rate risk in variable ratios ranging to up to 100% of the exposure over rolling 12 months. As of December 31, 2015, our average hedging ratio was approximately 50%. Therefore, future currency exchange rate fluctuations against which we have not adequately hedged could adversely affect our profitability. Moreover, our currency derivatives, except for our U.S. dollar/NIS forward contracts, are currently not designated as hedging accounting instruments under Accounting Standards Codification ("ASC") 815, Derivatives and Hedging (originally issued as SFAS 133). Hedging results are charged to finance expenses, net, and therefore, do not offset the impact of currency fluctuations on our operating income. As an exception, starting from the middle of May 2014, our U.S. dollar/NIS forward contracts are charged to operating expenses. See "ITEM 11: Quantitative and Qualitative Disclosures About Market Risk."

Changes in the prices of our raw materials have increased our costs and decreased our margins and net income in the past and may increase our costs and decrease our margins in the future.

In 2015, raw materials accounted for approximately 43% of our cost of goods sold. The cost of raw materials consists of the purchase prices of such materials and costs related to the logistics of delivering the materials to our manufacturing facilities. Our raw materials costs are also impacted by changes in foreign currency exchange rates, mainly the euro as it relates to polyester.

Quartz, which includes quartz, quartzite and other dry minerals (together referred to in this annual report as "quartz," unless otherwise specifically stated), is the main raw material component used in our products. Quartzite, which represents approximately 60% of our total quartz consumption, is contained in all of our products. We acquire quartzite from four suppliers in Turkey. Quartz accounted for approximately 35% of our raw materials cost in 2015. Our cost of sales and overall results of operations are impacted significantly by fluctuations in quartz prices. For example, if our cost of quartz was to rise by 10% and we were not able to pass along any of such increase to our customers or achieve other offsetting savings, we would experience a decrease of approximately 0.9% in our gross profit margin. We do not have long-term supply contracts with our suppliers of quartz. In 2011 and 2012, our cost of quartz was relatively stable. From 2013 to 2015, we experienced selective price increases from our Turkish quartz suppliers, such that the average cost of quartz supplied to our facilities in Israel increased by approximately 3% and 4% in 2013 and 2014, respectively, and decreased by approximately 1.5% in 2015. The decrease in 2015 was related to an approximately 16% devaluation of the euro compared to the U.S. dollar in 2015 on an annual average basis, which affected the cost of purchasing Quartz from non-Turkish European suppliers. Quartz imported for our U.S. manufacturing facility involves higher transportation costs, therefore our total average quartz costs increased by approximately 1.3% in 2015. In 2016, we intend to continue to acquire quartz for our U.S. manufacturing facility mainly from the same sources we use for our Israeli facilities, but expect a slight increase in our domestic supply compared to 2015. Any future increases in quartz prices may adversely impact our margins and net income.

Polyester, which acts as a binding agent in our products, accounted for approximately 36% of our raw materials costs in 2015. Accordingly, our cost of sales and overall results of operations are impacted significantly by fluctuations in polyester prices. For example, if the cost of polyester was to rise by 10%, and we were not able to pass along any of such increase to our customers or achieve other offsetting savings, we would experience a decrease of approximately 0.9% in our gross profit margin. The cost of polyester we incur is a function of, among other things, manufacturing capacity, demand and the price of crude oil. We acquire polyester on a purchase order basis based on our projected needs for the subsequent one to three months. We have found that increases in prices may be difficult to pass on to our customers. In 2010, average polyester cost increased by approximately 9%, despite an approximately 20% increase of the cost denominated in euro, given a stronger NIS (our functional currency during this period) compared to the euro. In 2011, there was a further increase of approximately 12%, both in NIS and in euro. During 2012 through 2014, average polyester costs stabilized with up to approximately 2% deviations in euro and up to approximately 5% in U.S. dollar (our functional currency since July 1, 2012). In 2015, average polyester costs decreased by approximately 27%, of which approximately 12% was due to a change in our prices denominated in euro, and the rest related to an approximately 16% weakening of the euro compared to the U.S. dollar on an average annual basis. Any future increases in polyester prices may adversely impact our margins and net income.

Pigments are also used to manufacture our quartz surface products. Although pigments account for a significantly lower percentage of our raw material costs than polyester, fluctuations in pigment prices may also adversely impact our margins and net income. For example, the cost of titanium dioxide, our principal white pigmentation agent, increased by approximately 36% in 2011. However, since 2011, the cost of titanium dioxide decreased continuously by approximately 5%, 25%, 4% and 20% in 2012, 2013, 2014 and 2015, respectively.

Our directors and executive officers who are members of Kibbutz Sdot-Yam may have conflicts of interest with respect to matters involving the Company.

Three members of our board of directors, one of our executive officers and a number of our key employees are members of Kibbutz Sdot-Yam, or the Kibbutz. Kibbutz Sdot-Yam is our controlling shareholder and beneficially owned 32.5% of our shares as of February 24, 2016. Certain of these individuals also serve in different positions in the Kibbutz, including business manager and general counsel of the Kibbutz. Such individuals have fiduciary duties to both us and Kibbutz Sdot-Yam. As a result, our directors and executive officers who are members of the Kibbutz may have real or apparent conflicts of interest on matters affecting both us and Kibbutz Sdot-Yam and, in some circumstances, such individuals may have interests adverse to us. In the annual general meeting of our shareholders held in December 2015, Kibbutz Sdot-Yam opposed the independent nominees our board of directors proposed to nominate to the board and suggested two alternative nominees identified by the Kibbutz as independent. Following a proxy contest in which three of our directors who are members of the Kibbutz participated on behalf of the Kibbutz, the requisite majority of shareholders approved the nominees proposed by our board of directors. See "ITEM 6.A: Directors, Senior Management and Employees—Directors and Senior Management."

A key element of our strategy is to expand our sales in certain markets, such as the United States and Canada, which will require a substantial effort to build awareness and develop the quartz surface market, and our failure to do so would have a material adverse effect on our future growth and prospects.

A key element of our strategy is to grow our business by expanding sales of our products in certain existing markets that we believe have high growth potential, but in which we have a limited presence, as well as in select new markets. In particular, we intend to focus our growth efforts on the United States and Canada. In 2014, according to Freedonia, engineered quartz surfaces represented only 8% of the total countertops by volume installed in the United States. We face several challenges in achieving consumer acceptance and adoption of our products in the United States, Canada or other markets, including driving consumers' desire to use quartz surfaces for their kitchen countertops and other interior settings. If the market for quartz surfaces does not develop as we expect or develops more slowly than we expect, our future growth, business, prospects, financial condition and operating results will be harmed. Our success will depend, in large part, upon consumer acceptance and adoption of our products in these markets. Consumer tastes and preferences differ in the markets into which we are expanding as compared to those in which we already have substantial sales. We may also seek to expand into additional markets in the future.

In connection with our growth strategy, in May 2013, Caesarstone USA entered into an agreement with IKEA U.S. East LLC (" **IKEA** "), pursuant to which Caesarstone USA serves as IKEA's exclusive non-laminate countertop vendor in the United States. Pursuant to the agreement, Caesarstone USA sources, fabricates and installs the countertop products, primarily from our quartz surfaces, all of which are not marketed under our brand. In October 2014, Caesarstone Canada Inc. (" **Caesarstone Canada** ") entered into a similar agreement with IKEA Canada Limited Partnership (" **IKEA Canada** "), and since December 2014, Caesarstone Canada has been acting as IKEA Canada's exclusive non-laminate countertop vendor in Canada. In line with that same strategy, we may enter into similar agreements with other third parties.

Entering into arrangements with such third parties for the supply of surface materials and fabrication and installation services may impact our supply of countertops, inventory levels, quality and service level standards and ability to manage the installation and fabrication of countertops to meet customers' demands and at reasonable prices. If we are unable to successfully manage the installation and fabrication services performed for us by independent fabricators and installers, we may experience relatively high waste of our products used by fabricators for such works, and end consumers may voice complaints with respect to supply time, quality and service level of the fabrication and installation, including defects and damages. Such risks related to the fabrication and installation services provided by us could expose us to warranty-related damages, which if not covered back-to-back by the fabricators engaged by us, could adversely affect our financial results, harm our reputation and brand position and lead to the termination of our agreement with IKEA. In addition, our gross profit margins related to products sold pursuant to our agreement with IKEA are lower than our average margins due to a volume discount and primarily because we provide fabrication and installation services and non-quartz product, which are not our core business. Our operating margins related to products sold pursuant to our agreement with IKEA are similar to our model given the minimal marketing and selling expenses related to such collaboration; however we cannot assure that this will be the case going forward.

Our sales through IKEA and IKEA Canada are affected, among other things, by their sales and promotional events, the timing of which is determined exclusively by IKEA and IKEA Canada and can impact our sales volume. Accordingly, our sales through IKEA and IKEA Canada have been and may continue to be volatile and we may not be able to maintain or increase such sales. Our current agreements with IKEA and IKEA Canada are effective until December 31, 2016 and January 31, 2017, respectively, unless terminated earlier in accordance with their terms. There is no assurance that these agreements will be renewed, and in case that they are not renewed, with the cessation of our sales through IKEA and IKEA Canada, our revenue in the U.S. and Canada would significantly decrease.

If demand for our products continues to grow, we may need to further expand our manufacturing facility in the United States. If we fail to achieve this further expansion, we may be unable to grow our business and revenue, maintain our competitive position or improve our profitability.

During 2015, we expanded our production capacity to meet anticipated demand through the construction of a new manufacturing facility with capacity for two production lines in Richmond Hill, the State of Georgia, the United States. The first production line in our U.S. facility became operational in the second quarter of 2015 and the second production line became operational in the fourth quarter of 2015. These two lines are currently at different stages of ramp-up. In addition to this investment, we have started initial steps towards establishing an additional facility in Richmond Hill to accommodate additional manufacturing capacity in the future as needed to satisfy potential demand . Although we are experienced in constructing manufacturing facilities for our quartz surfaces in Israel, in 2015 we began to operate our first manufacturing facility outside of Israel and cannot assure you that we will be able to successfully operate manufacturing facilities in the U.S. in a timely or profitable manner. Our investment related to the U.S. facility was approximately $130 million in total, of which approximately $2 million remain to be invested during 2016. For the construction of an additional U.S. facility, we depend on third-party construction companies to assist in the design, construction and validation of our new facilities, as well as on machinery and equipment suppliers. Actual costs related to the establishment of such additional facility in the U.S., as well as the timing of completing the construction, may be materially different from what we are estimating. In addition, we will need to obtain a number of permits and regulatory approvals with respect to any additional facility and production lines operation in the United States.

We have recruited staff, employees and managers to our U.S. facility. Our ability to successfully operate our U.S. facility and any additional facility we may establish in the U.S. in the future will greatly depend on our ability to hire, train and retain an adequate number of employees, in particular employees with the appropriate level of knowledge, background and skills. Should we be unable to hire and retain such employees, and an adequate number of them, our business and financial results could be negatively impacted. If we are unable to establish and/or operate these facilities or successfully transfer or continue to transfer our manufacturing processes, technology and know-how in a timely and cost-effective manner, or at all, then we may experience disruptions in our operations and be unable to meet demand for our products, which could have a negative impact on our business and financial results. Moreover, to meet our future capacity expansion timeline, we are dependent on certain capital equipment manufacturers, third party contractors and machinery suppliers, such as Breton S.p.A. (“ **Breton** ”), a manufacturer of lines for the production of engineered stone slabs, from which we have purchased the majority of our production lines, including three of our most recently acquired production lines. Pursuant to our agreement with Breton, dated October 18, 2012, we acquired and installed our fifth production line at our Bar-Lev manufacturing facility. That agreement also included an option to purchase an additional line, which we subsequently exercised in 2013 in connection with our acquisition of the first production line for our first U.S. facility. We entered into an agreement with Breton for the acquisition of our second production line for the same facility on June 5, 2014. Breton’s lines include technological improvements and specifications that may not be currently available at other relevant machinery suppliers. If Breton ceases its operations, at all or in part, or does not have sufficient capacity, it could materially delay or prevent our ability to complete the establishment of additional production lines.

In addition, we believe that any such new investment will cause temporary inefficiencies that will adversely impact our margins. In 2015, our margins were adversely impacted by temporary inefficiencies in the performance of the first two production lines in our U.S. facility and by the higher costs we incurred relative to the revenue we have generated from these lines. We believe that our efficiency in our U.S. facility will improve over time.

If the demand for our products increases and we are unable to expand our manufacturing capabilities because of our reliance on a limited number of third party suppliers or for any other reason which may be outside of our control, our business, operating results and financial condition may be materially adversely affected. Conversely, if the demand for our products decreases or if we do not produce the number of products that we plan to after the expansion projects are complete and operational, we may not be able to spread a significant amount of our fixed operational expenses over the production volume, thereby increasing our per unit cost, which would have a negative impact on our financial condition and results of operations.

We have entered into bond purchase loan agreements with the Development Authority of Bryan County, dated December 1, 2014 and December 22, 2015 pursuant to which we are granted a property tax abatement with respect to our U.S manufacturing facility for ten years at 100% and an additional five years at 50%, subject to our satisfaction of certain qualifying terms with respect to headcount, average salaries paid to our employees and the total capital investment amount in our U.S manufacturing facility. If we do not meet the qualifying terms of the bond, we will bear the applicable property tax, which will be recognized in our operating costs and which would adversely impact our projected margins and results of operations. See "ITEM 4.D: Information on Caesarstone - Property, Plants and Equipment".

We may encounter significant delays in manufacturing if we are required to change the suppliers for the quartz used in the production of our products.

Our principal raw materials are quartz, polyester and pigments. We acquire quartz from quartz manufacturers from Turkey, India, Israel and a number of European countries. We do not have long-term supply contracts with our suppliers of quartz and execute purchase orders from time to time. We cannot be certain that any of our current suppliers will continue to provide us with the quantities of quartz that we require or satisfy our anticipated specifications and quality requirements. We may also experience a shortage of quartz if, for example, demand for our products increases.

In 2015, approximately 71% of our quartz was imported from four suppliers in Turkey and we expect a similar level in 2016. There have been significant tensions between Turkey and the State of Israel that have raised questions as to whether commercial arrangements between companies in these countries would be adversely impacted. If tensions between Turkey and Israel worsen, our Turkish suppliers may not provide us with quartz shipments. Of the 71% of quartz acquired from Turkey in 2015, approximately 41% was acquired from Mikroman Madencilik San ve TIC.LTD.STI ("Mikroman"), which constitutes approximately 29% of our total quartz, and approximately 36% was acquired from Polat Maden Sanayi ve Ticaret A.S ("Polat"), which constitutes approximately 25% of our total quartz. Our current supply arrangement with Polat is set forth in a letter agreement, and our arrangement with Mikroman is memorialized in an unsigned draft letter agreement which is being finalized as of the date of this report. We expect our agreements with Mikroman and Polat with respect to prices and quantities to remain unchanged through the end of 2016. However, if they fail to perform in accordance with these arrangements, we may not be successful in enforcing them. If we are unable to agree upon prices with such suppliers or effectively enforce the terms of these verbal or written agreements, our suppliers could cease supplying us with quartzite and quartz. If our supply of quartzite from Turkey is adversely impacted or if, for any other reason, any of our Turkish quartzite suppliers does not perform in accordance with our agreements with them or ceases supplying us with quartzite, for any reason, we would need to locate and qualify alternate suppliers. This could result in substantial delays in manufacturing, increase our costs, negatively impact the quality of our products or require us to adjust our products and our manufacturing processes. Any such delays in or disruptions to the manufacturing process could materially and adversely impact our reputation, revenues and results of operations as well as other business aspects, such as our ability to serve our customers and meet their order requests.

We face risks of litigation and liability claims on environmental, health and safety, product liability and other matters, and the extent of such exposure can be difficult or impossible to estimate, but could negatively impact our financial condition and results of operations.

Our manufacturing facilities and operations in Israel and our manufacturing facility in the State of Georgia, United States, are subject to numerous Israeli and U.S. laws and regulations, respectively. For information on our facilities, see "ITEM 4.D: Information on Caesarstone—Property, Plants and Equipment." Applicable U.S. laws and regulations include federal, state and local environmental laws and regulations, specifically of the State of Georgia. Laws and regulations in both countries deal with pollution and the protection of the environment, standards for emissions, discharges into the environment or to water, the disposal of effluents, soil and water contamination, product specifications, the generation, treatment, import, purchase, use, storage and transport of hazardous materials, the storage, treatment and disposal and remediation of solid and hazardous waste, including sludge, and the protection of worker health and safety. Liability under these laws and regulations involves inherent uncertainties. Violations of environmental, health and safety laws and regulations may lead to civil and criminal sanctions against us, our directors, officers or our employees, Caesarstone Technologies USA, Inc., our subsidiary which operates our U.S. manufacturing facility, and our subsidiary's officers and employees. In some cases, liability under such laws and regulations may result in compelling installation of additional controls and substantial penalties, injunctive orders and facility shutdowns. If our operations are enjoined because of failure to comply with environmental regulations, the decrease in production could adversely affect our results of operations. Violations of environmental laws could also result in obligations to investigate or remediate contamination, third-party property damage or personal injury claims allegedly due to the migration of contaminants off-site.

In addition, the operation of our manufacturing facilities in Israel and in the United States is subject to applicable permits, standards, licenses and approvals, such as business permits, poisons permits in Israel, building permits, and sewer-water disposal approval in Richmond Hill, the State of Georgia. Currently, we are also seeking to obtain building permits with respect to improvements and additions made to our manufacturing facilities in Israel. Our ability to obtain necessary permits and approvals for our manufacturing facilities in Israel and in the United States may be subject to additional costs and possible delays beyond our initial projections. All of these permits, licenses, approvals, limits and standards require a considerable amount of monitoring, record-keeping and reporting in order for us to demonstrate compliance with the underlying permit, license, approval, limit or standard. Generally, non-compliance with permits, licenses and approvals, their absence or incomplete documentation of our compliance status with license, permits and approvals may result in the imposition of fines, penalties and injunctive relief. We may not have been, or may not be, at all times, in complete compliance with all applicable legal requirements and we may incur material costs or liabilities in connection with such violations, or in connection with remediation at our sites, or third-party sites where it has been alleged that we have liability, in excess of the amounts we have accrued. We may also incur unexpected interruptions to our operations, administrative injunctions requiring operation stoppages, fines and other penalties or be unable to renew our permits to operate our manufacturing facilities and expand the buildings at our manufacturing facilities to accommodate capacity increases.

From time to time, we face compliance issues related to our two manufacturing facilities in Israel:

- We have presented a plan to the Israeli Ministry of the Protection of the Environment, or the IMPE **,** to address environmental regulatory issues related to the emission of styrene gas from our Bar Lev facility. While we have applied and continue to apply measures to correct the styrene ambient air standards in our facilities, our constant controlling of styrene emission levels requires strict maintenance and compliance with work processes, and there is no assurance that we will succeed in complying with the required standards on a continuous basis. Following a hearing held in December 2015 by the IMPE with respect to the styrene emission levels from our plant in Sdot Yam, the IMPE indicated that it intends to conduct unannounced inspections of our facilities. The IMPE has indicated that it would conduct such inspections of our Bar Lev facility as well. In the event that during such unannounced inspections IMPE decides that it finds styrene emission levels to be above the standards, it may lead to the revocation of our business license, facility shutdowns and other sanctions, as described above. For further discussion, see "ITEM 4.B: Information on Caesarstone—Business Overview—Environmental and Other Regulatory Matters—Environmental Regulations—Styrene gas emissions."

- We are currently implementing measures in order to comply with dust emission occupational health standards. There is no assurance that we will be successful in employing these measures, and an ultimate failure to comply could have a material adverse effect on our business and results of operations. Recently, we were notified by the IMEI that due to deviations from the dust and styrene employees' health and safety emission standards in our Bar Lev facility, it objected to the renewal of the business license for our Bar Lev facility. The business license for our Bar Lev facility was extended until April 30, 2016, and we are in discussions with the IMEI in order to obtain their approval of a further extension of such business license.

- In 2014, the IMPE changed the classification of our sludge waste in Israel, which resulted in higher disposal costs. We are in the process of examining the permitted uses for our sludge waste following the new classification, to allow for reducing the disposal costs. However, there is no assurance that we will be successful in reducing our costs. For a discussion of the IMPE's analysis of our sludge waste disposal, see "ITEM 4.B: Information on Caesarstone—Business Overview—Environmental and Other Regulatory Matters—Environmental Regulations—Sludge waste disposal."

- We currently dispose of our waste water from our Bar-Lev and Sdot- Yam manufacturing facilities in a treatment plant pursuant to permits obtained from the IMPE, which expire on March 31, 2016 and December 31, 2016, respectively. If any of these permits is not renewed, we will have to find an alternative solution to waste water disposal at some or all of our facilities in Israel, and the accompanying increase in costs may have an adverse effect on our business, financial condition or results of operations.

From time to time, we are involved in other legal proceedings and claims in the ordinary course of business related to a range of matters, including environmental, contract, intellectual property rights, employment, product liability and warranty claims and claims related to modification and adjustment or replacement of product surfaces sold. We use various substances in our products and manufacturing operations, which have been or may be deemed to be hazardous or dangerous. Other than as described above, we cannot predict whether we may become liable under environmental and product liability statutes, rules, regulations and case law of the countries in which we operate. The amount of any such liability in the future could be significant and may adversely impact our financial condition and results of operations.

New environmental laws and regulations, new interpretations of existing laws and regulations, increased governmental enforcement of laws and regulations or other developments in Israel and in the United States could require us to make additional unforeseen expenditures. The requirements to be met, as well as the technology and length of time available to meet those requirements, continue to develop and change. These expenditures or costs for environmental compliance could have a material adverse effect on our business's results of operations, financial condition and profitability. The range of reasonably possible losses from our exposure to environmental liabilities in excess of amounts accrued to date cannot be reasonably estimated at this time.

We are subject to litigation, disputes or other proceedings, which could result in unexpected expenses and time and resources that could have a material adverse impact on our results of operation, profit margins, financial condition and liquidity.

In the past, claims have arisen from our relationships with distributors, service providers and employees. We are currently involved in several legal disputes described in "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings", including:

- In November 2011, Kfar Giladi Quarries Agricultural Cooperative Society Ltd. (" **Kfar Giladi** "), and Microgil Agricultural Cooperative Society Ltd. (" **Microgil** "), an entity we believe is controlled by Kfar Giladi, initiated arbitration proceedings against us that commenced in April 2012. We refer to Kfar Giladi and Microgil as "the claimants." The claimants filed a complaint with the arbitrator against us seeking damages of NIS 232.8 million ($59.7 million), and in August 2012, we filed a complaint with the arbitrator seeking damages of NIS 76.6 million ($19.6 million) from the claimants. The arbitration arises out of a dispute related to the quartz processing agreement entered into by us in 2006 (the "Processing Agreement") pursuant to which Kfar Giladi (which assigned its rights and obligations under the Processing Agreement to Microgil) committed to establish a production facility at its own expense within 21 months of the date of the agreement. Pursuant to the Processing Agreement, we committed to pay fixed prices for quartz processing services related to agreed-upon quantities of quartz over a period of ten years from the date set for the claimants to commence operating the production facility. We estimate that the total amount of such payments would have been approximately $55 million. It is our position that the production facility established by the claimants was not operational until approximately two years after the date required by the Processing Agreement, and as a result, we were unable to purchase the minimum quantities set forth in the Processing Agreement. It is also our position that the Processing Agreement was terminated by us following its breach by the claimants. In addition, we contend that once production began, the claimants failed to consistently deliver the required quantity and quality of ground quartz as agreed by the parties following the termination of the Processing Agreement. Our positions are disputed by the claimants.

- In December 2007, we terminated our agreement in principle with our former South African agent, World of Marble and Granite (" **WOMAG** "), on the basis that it had breached the agreement. In the same month, we filed a claim for NIS 1.0 million ($0.3 million) in the Israeli District Court in Haifa based on such breach. In January 2008, WOMAG filed suit in South Africa seeking euro 15.7 million ($17.1 million). In September 2013, the South African Court determined that since a proceeding on the same facts was pending before another court (*lis alibi pendens*), the South African Court will stay the matter until the conclusion of the Israeli action. In December 2013, the magistrate's court in Israel held that we were not entitled to terminate the agreement with WOMAG, as WOMAG had not breached the agreement. As the district court dismissed our appeal of the decision of the magistrate's court, we have agreed with WOMAG to submit the matter to arbitration, which is to take place in South Africa in 2016. In October 2015, WOMAG amended its claim, seeking a reduced amount of euro 7.1 million ($7.7 million) plus ZAR 43.7 million (South Africa RAND) ($2.8 million). It is our position that, as a detailed agreement was not entered into following the agreement in principle, the agreement in principle could be terminated upon reasonable notice, which we believe was provided. Although we intend to vigorously defend the case in the South African court, we believe that we recorded an adequate reserve for this claim.

An adverse ruling in these proceedings could have a material adverse effect on us. If we are unsuccessful in defending a claim or elect to settle a claim, we could incur material costs that could have a material adverse effect on our business, results of operations and financial condition. See "ITEM 8.A: Financial Information —Consolidated Financial Statements and Other Financial Information—Legal proceedings" for more information regarding the material legal proceeding to which we are a party.

We have experienced quarterly fluctuations in revenues and net income as a result of seasonal factors and building construction cycles, which are hard to predict with certainty.

Our results of operations are impacted by seasonal factors, including construction and renovation cycles. We believe that the third quarter of the year exhibits higher sales volumes than other quarters because demand for quartz surface products is generally higher during the summer months in the northern hemisphere when the weather is more favorable for new construction and renovation projects, as well as due to efforts to complete such projects before the beginning of the new school year. Conversely, the first quarter is impacted by a slowdown in new construction and renovation projects during the winter months as a result of adverse weather conditions in the northern hemisphere, and, depending on the date of the spring holiday in Israel in a particular year, the first or second quarter is impacted by a reduction in sales in Israel due to such holiday. Similarly, sales during the first quarter in Australia are negatively impacted by fewer construction and renovation projects due to public holidays. In the third quarter of 2015, we generated 26.9% more revenue and a 41.9% higher adjusted EBITDA than the first quarter of 2015. Adverse weather in a particular quarter or a prolonged winter period can also impact our quarterly results. Our future results of operations may experience substantial fluctuations from period to period as a consequence of such adverse weather. Increased or unexpected quarterly fluctuations in our results of operations may increase the volatility of our share price and cause declines in our share price even if they do not reflect a change in the overall performance of our business.

We continuously explore opportunities for additional growth and business expansion, and may pursue a wider product offering, including introducing new products and materials. Such new initiatives may be unsuccessful, and may divert management's attention and negatively affect our margins and results of operations.

Our competitive advantage is due, in part, to our ability to develop and introduce innovative new and improved products and strengthen our brand. To maintain such advantage, strengthen our position in the market and grow our business, we may introduce new surface materials, introduce quartz surfaces designated for certain market segments under Caesarstone or another brand, and diversify our existing products offering through complementary products, such as sinks. Introducing new products involves uncertainties, such as gauging changing consumer preferences, developing, manufacturing, marketing and selling new technologies, products and materials, and entering into new market segments. Even if we decide to introduce new products and enter new markets, whether through cooperation with third party manufacturers or manufacturing at our own facilities, we may not be successful in capturing the market share dominated by competitors in this area, offer innovative alternatives ahead of the competition and maintain the strength of our brand. Such new initiatives may require increased time and resources from our management, result in higher than expected expenses and cause a material adverse affect on our margins and results of operation.

Consolidation in our industry may increase the competitive pressures to which we are subject and may enhance our competitors' manufacturing, sales and marketing capabilities.

Due to the highly fragmented nature of the quartz surface market, we believe that consolidation is likely and a smaller number of large companies may take leading market positions. We believe we would encounter strong competition from any such larger companies following their consolidation. Larger companies are likely to benefit from economies of scale associated with quartz surface manufacturing that are becoming important to remain competitive in an increasingly global quartz surface market. Such economies of scale will be increasingly important as the quartz surface market matures in the future. In addition, larger companies may have significantly greater resources than we do to penetrate markets, in particular, by investing significant sums in raising awareness for their brand among end-consumers in order to drive sales of their products, as well as by operating manufacturing facilities closer to customers and end-consumers in various regions worldwide. If we are unable to grow our business organically or undertake our own acquisitions, we may lose market share, which could adversely affect our business, financial condition and results of operations.

A significant portion of our revenues is derived from the distribution of our products by third-party distributors, and our distributors' actions may have a material adverse effect on our business and results of operations. Our results of operations may be further impacted by the actions of our re-sellers in the United States.

Sales to third-party distributors accounted for 10.5% of our revenues in 2015. In indirect markets where we rely on third-party distributors, we depend on the success of their selling and marketing efforts. We have less control in markets where we sell through distributors than in markets where we distribute directly. The actions of our distributors could also harm our brand and company reputation in the marketplace. Any disruption in our distribution network could have a material negative effect on our ability to sell our products or market our brand, which could materially and adversely affect our business and results of operations.

Our initial engagements with some of our distributors are pursuant to agreement or terms of sale, as applicable, granting such distributor one year of exclusivity in that market in consideration for meeting minimum sales targets. After the initial one-year period, we may enter into a distribution agreement for a longer period of several years. However, in the majority of cases we continue to operate on the basis of our initial agreement or general terms of sale, with or without its extension in writing, or without an agreement. We supply our products to distributors upon the receipt of a purchase order. Some of our distributors operate on nonexclusive terms of sale agreements or without any written agreements. The lack of a written agreement with many of our distributors may lead to ambiguities, costs and challenges in enforcing our rights. Our distribution agreements generally include annual sales targets, and if any distributor fails to meet its sales targets, we may attempt to terminate our distribution agreement with that distributor. Unless otherwise indicated in a specific agreement, if we terminate a distribution engagement without cause, we may be required to provide reasonable prior notice, although the exact period may not be specified. We have experienced difficulties, including litigation, in connection with the termination of certain of our distributors due to disputes regarding their terms of engagement. See "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings." We may be unable to distribute our products through another distributor within the territory during the notice period, which may have an adverse effect on our business and results of operations, our relationships with our customers and end-consumers and our brand reputation. This may also result in our loss of market share to competitors. Upon termination, we may experience difficulties in identifying and retaining new distributors. Distributors may generally terminate a distribution agreement with us upon reasonable notice (although our written agreements with distributors, where applicable, provide for termination without cause only after the initial period). As a result, distributors may distribute a competitor's quartz surfaces or other surface materials, which may cause us to lose market share. We may be unable to develop an alternative distribution network in a region. The termination of distribution arrangements may result in litigation. We may have to incur significant legal fees and management may have to devote significant effort, time and resources to defending litigation-related issues, which may detract from their ability to run our business.

In the U.S., we supply our products in part to re-sellers who in turn sell them to fabricators, contractors, developers and builders. The actions of our re-sellers may also harm our brand and reputation in the marketplace. Any disruption in our relationships with re-sellers could have a negative effect on our ability to sell our products or market our brand in the respective territories in which they operate, which could materially and adversely affect our business and results of operations. The termination of arrangements with re-sellers may result in litigation, as a result of which we may have to incur significant legal fees and management may have to devote significant effort, time and resources to defending litigation-related issues, which may detract from their ability to run our business.

In addition, our distributors, and our re-sellers in the U.S., generally disclose to us sales volumes and other information on a monthly or quarterly basis. We do not have audit rights with respect to these reports and, therefore, cannot verify their accuracy. An inaccurate report as to sales volumes could result in a significant and unexpected volatility in sales to a distributor or re-seller during a particular period and may impact our ability to plan our supply of demand to our products. Even if the reports are accurate, a distributor or re-seller may make subsequent revisions to the information it has provided or we may fail to understand its future sales prospects. Either of these events could result in the accumulation of excess inventory by that distributor or re-seller and unexpected fluctuations in our sales. Any of these events could adversely affect or cause unexpected fluctuations in our results of operations.

We sell our products through our subsidiaries and distributors in over 50 countries, purchase our raw materials, equipment and machinery from vendors in different countries and manufacture our products in Israel and the United States. Our operating results may suffer if we are unable to manage our international operations effectively.

Our products are sold in over 50 countries throughout the world, our raw materials, equipment and machinery are acquired in different countries and our products are manufactured in Israel and the United States. We are therefore subject to risks associated with having international operations. In 2015, 92.1% of our revenues were derived from sales outside Israel. We anticipate that sales from operations outside of Israel will continue to represent a significant portion of our total sales. Our sales, purchases and operations outside of Israel are subject to risks and uncertainties, including:

- fluctuations in exchange rates;
- fluctuations in land and sea transportation costs, as well as delays in transportation and other time-to-market delays, including as a result of strikes;
- unpredictability of foreign currency exchange controls;
- compliance with unexpected changes in regulatory requirements;
- compliance with a variety of regulations and laws in each of the jurisdictions we operate, where we purchase raw materials, equipment or machinery or where our products are sold;
- difficulties in collecting accounts receivable and longer collection periods;
- changes in tax laws and interpretation of those laws; and
- difficulties enforcing intellectual property and contractual rights in certain jurisdictions.

In addition, certain jurisdictions could impose taxes, tariffs, quotas, custom duties, trade barriers and other similar restrictions on our sales, purchases and exports. We are also subject to the Foreign Corrupt Practices Act (the " **FCPA")** and may be subject to the U.K. Bribery Act, which prohibit companies and their intermediaries from making improper payments to foreign government officials and other persons for the purpose of obtaining or retaining business. If we are found to be in violation of the FCPA, the U.K. Bribery Act or other anti-bribery laws (either due to acts or inadvertence of our employees, or due to the acts or inadvertence of others), we could suffer criminal or civil penalties or other sanctions, which could have a material adverse effect on our business.

Further, our business operations could be interrupted and negatively affected by economic changes, geopolitical regional conflicts, terrorist activity, political unrest, civil strife, acts of war, strikes and other economic or political uncertainties. For example, a labor slowdown from June 2014 through February 2015 at a seaport in California affected our ability to timely supply our products in part of the U.S. market and may have a further negative effect on our operations should it persist. All of these risks could also result in increased costs or decreased revenues, either of which could adversely affect our profitability. Our business is also expected to subject us and our representatives, agents and distributors to laws and regulations of the jurisdictions in which we operate or where our products are sold. We may depend on distributors and agents outside of Israel for compliance and adherence to local laws and regulations. As we continue to expand our business globally, we may have difficulty anticipating and effectively managing these and other risks that our global operations may face, which may adversely affect our business outside of Israel and our financial condition and results of operations.

The steps that we have taken to protect our brand and other intellectual property may not be adequate, and we may not succeed in preventing others from appropriating our intellectual property.

We have obtained trademark registrations that we consider material to the marketing of our products, all of which are marketed under the trade name Caesarstone, including CAESARSTONE®, CONCETTO®, and our Caesarstone logo. We have also obtained trademark registrations for additional marks related to our product collections, including MOTIVO®. In many of our markets, we also use trademarks (registered and unregistered) for the various colors and models of our products. We believe that our trademarks are important to our brand, success and competitive position. In the past, some of our trademark applications for certain classes of applications of our products have been rejected or opposed in certain markets and may be rejected for certain application classes in the future, in all or parts of our markets, including without limitation, for flooring and wall cladding. This may result in our inability to use our brand for certain applications of products, which could harm our competitive position and adversely impact our results of operations. We anticipate that, as the quartz surface market becomes increasingly competitive, maintaining and enhancing our brand may become more important, difficult, and expensive. If we are unsuccessful in challenging a third party's products on the basis of trademark infringement, continued sales of such products could adversely affect our sales and our brand and result in the shift of consumer preference away from our products. We are currently subject to opposition proceedings with respect to applications for registration of our trademarks, including Caesarstone™, in certain jurisdictions with respect to certain trademark classifications. We have also in the past been, and may in the future be, subject to opposition proceedings with respect to applications for registration of our intellectual property, including but not limited to our trademarks. Barriers to registering our brand names and trademarks in various countries may restrict our ability to promote and maintain a cohesive brand throughout our key markets.

We have started to seek patent protection for some of our products and technologies. We have obtained patents for certain of our technologies and products, and have several pending patent applications that were filed in various jurisdictions, including the United States, Europe, Australia, Canada, China and Israel, which relate to our manufacturing technology and certain products. There can be no assurance that new or pending applications will be approved in a timely manner or at all, or that such patents will effectively protect our intellectual property. There can be no assurance that we will develop patentable intellectual property in the future, and we have chosen and may further choose not to pursue patents for innovations that are material to our business.

To protect our know-how and trade secrets, we customarily require our senior management and certain key employees to execute confidentiality agreements or otherwise agree to keep our proprietary information confidential. Typically, our employment contracts also include clauses requiring these employees to assign to us all inventions and intellectual property rights they develop in the course of their employment and agree not to disclose our confidential information. Despite our efforts, our know-how and trade secrets could be disclosed to third parties, which could cause us to lose any competitive advantage resulting from such know-how or trade secrets, as well as related intellectual property protections in certain cases.

The actions we take to establish and protect our intellectual property may not be adequate to prevent unlawful copy and use of our technology by third parties or imitation of our products and the offering of them under our trademarks by others. The actions we take to protect our intellectual property rights may also not be adequate to prevent others from obtaining intellectual property rights overcoming ours, and blocking the production and sales of our existing or future products. Moreover, third parties, including our competitors, may establish intellectual property rights that may limit our ability to develop and sell certain new products and apply certain technologies. Our competitors may seek to limit our marketing and offering of products relying on their alleged intellectual property rights. In addition, the laws of certain foreign countries may not protect intellectual property rights to the same extent as the laws of the United States. For example, historically, China has not protected intellectual property rights to the same extent as the United States, and infringement of intellectual property rights continues to pose a serious risk to doing business in China. We may face significant expenses and liability in connection with the protection of our intellectual property rights outside the United States. Any litigation, whether initiated by us to protect our intellectual property rights or by others claiming that we infringed their intellectual property rights, could be unsuccessful, may result in substantial costs, harm our reputation and require significant attention by our management and technical personnel. If we are unable to successfully protect our rights or resolve intellectual property conflicts with others, our business or financial condition may be adversely affected.

Third parties have claimed, and may from time to time claim, that our current or future products infringe their patent or other intellectual property rights. Under such circumstances, we may be required to expend significant resources in order to contest such claims and, in the event that we do not prevail, we may be required to seek a license for certain technologies, develop non-infringing technologies or stop the sale of some of our products. In addition, any future intellectual property litigation, regardless of its outcome, may be expensive, divert the efforts of our personnel and disrupt or damage relationships with our customers.

Disruptions to our information technology systems as well as our failure to upgrade and adjust our information technology systems globally may disrupt our operations, hinder our growth and materially adversely affect our business and results of operations.

We believe that an appropriate information technology (" **IT** ") infrastructure is important in order to support our daily operations and the growth of our business. Our enterprise resources planning (" **ERP** ") software provides us with accessible quality data, allowing us to accurately enter, price and configure valid products in a made-to-order, demand-driven manufacturing environment. Carefully maintained infrastructure is critical, given that our products can be built in a number of combinations of sizes, colors, textures and finishes, and our production control software enables us to carefully monitor the quality of our slabs. In 2014, we completed implementation of a new global ERP system based on an Oracle platform. Our management information systems will require modification and refinement as we grow and as our business needs change, which could prolong difficulties we experience with system transitions, and we may not always employ the most effective systems for our purposes. If we experience difficulties in implementing new or upgraded information systems or experience significant system failures, or if we are unable to successfully modify our management information systems or respond to changes in our business needs, we may not be able to effectively manage our business, and we may fail to meet our reporting obligations.

Our servers and data are predominantly located in Israel. We have a data back-up system in place and we are currently working to establish a disaster recovery location and implement a complete disaster recovery plan to enable quick recovery from complete physical damage to our servers. If our current back-up storage arrangements and future disaster recovery plan are not operated as planned, we may not be able to effectively recover our information system in the event of a crisis, which may materially and adversely affect our business and results of operations.

Furthermore, we can provide no assurance that our current IT system is fully protected against third-party intrusions, viruses, hacker attacks, information or data theft or other similar threats. A cyber-attack that bypasses our IT security systems causing an IT security breach may lead to a material disruption of our information systems and/or the loss of business information. Any such event could have a material adverse effect on our business. We have experienced and expect to continue to experience actual or attempted cyber attacks of our IT systems or networks; however, none of these actual or attempted cyber attacks has had a material impact on our operations or financial condition. In addition, the continued worldwide threat of terrorism and heightened security in response to such threat may cause further disruptions and create further uncertainties or may otherwise materially harm our business. To the extent that such disruptions or uncertainties result in delays or cancellations of customer orders or the manufacture or shipment of our products, or in theft, destruction, loss, misappropriation or release of our confidential data or our intellectual property, our business and results of operations could be materially and adversely affected.

We may have exposure to greater-than-anticipated tax liabilities.

We have entered into transfer pricing arrangements that establish transfer prices for our inter-company operations. However, our transfer pricing procedures are not binding on the applicable taxing authorities. The amount of income tax that we pay could be adversely affected by earnings being lower than anticipated in jurisdictions where we have lower statutory rates and higher than anticipated in jurisdictions where we have higher statutory rates. From 2015 onward, our U.S. manufacturing operations also carry inter-company transactions at transfer prices and arrangements set by us. We cannot be certain that tax authorities will not disfavor our inter-company arrangements and transfer prices in the relevant jurisdictions. Taxing authorities outside of Israel could challenge our allocation of income between us and our subsidiaries and contend that a larger portion of our income is subject to tax in their jurisdictions, which may have higher tax rates than the rates applicable to such income in Israel. Any adjustment in one country while not followed by counter-adjustment in the other country may lead naturally to double taxation for the group. Any change to the allocation of our income as a result of review by such taxing authorities could have a negative effect on our operating results and financial condition.

Our facilities in Israel receive different tax benefits as "Preferred Enterprises" under the Israeli Law for the Encouragement of Capital Investments, 1959 (the "Investment Law"), with our production lines qualifying to receive different grants and/or reduced company tax rates. Therefore, some of our production lines also receive tax benefits based on our revenues and the allocation of those revenues between the two facilities in Israel. As a result, the Israeli taxing authorities could challenge our allocation of income between these two facilities and contend that a larger portion of our income is subject to higher tax rates. In Israel, there are no tax benefits to production outside of the country. As such, our portion of taxable income in Israel that relates to the U.S. manufacturing facility will have no tax benefits. The ITA could challenge the allocation of income related to production in Israel and income related to production outside of Israel, which may result in significantly higher taxes. There are currently no legal regulations governing this allocation and certain of the ITA's internal guidelines have ambiguities. Moreover, we may lose all of our tax benefits in Israel in the event that our manufacturing operations outside of Israel exceed certain production levels (currently set at 50% of the overall production and subject to future changes by the ITA). We do not foresee such circumstances as probable in the coming years.

The determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment, and there are many transactions and calculations where the ultimate tax determination is uncertain. We have applied the guidance in ASC 740, "Income Taxes" (previously reported as FIN 48 "Accounting for Uncertainty in Income Taxes") in determining our accrued liability for unrecognized tax benefits, which totaled approximately $1.4 million as of December 31, 2015. Although we believe our estimates are reasonable, the ultimate outcome may differ from the amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made.

Our business may be affected by changes in consumer preferences or the development of alternative surface products.

The majority of our end-consumers are those installing or replacing kitchen countertops, and to a lesser extent, bathroom countertops and surfaces and other applications. Factors that strongly affect consumer purchasing decisions include popular home interior design trends, product quality, price, slab width, product line breadth, design leadership, time to market, customer service and distribution coverage. If we are unable to anticipate or react quickly to changes in consumer preferences in these areas, we may lose market share and our results of operations may suffer. In the future, consumers may not place as much value on branded quartz surfaces or prefer other brands, which could reduce our market share or require us to lower our prices. End-consumers' preferences may change in response to poor installations of our products by third parties, including fabricators and installers, which we do not control. Widespread or publicized inferior installations of our products could have a material adverse impact on our brand. End-consumers' demand for our products could change if a serial manufacturing defect is identified in our products, which could harm our reputation in the marketplace. The development of a new surface material that decreases consumers' demand for quartz products due to its design, superior quality, price, technical parameters, level of service, availability, branding, trend or other factors may also result in a loss of market share and our results of operations may suffer. For example, technical ceramic surfaces have been offered in different markets as countertops in recent years and may in the future become a strong competitor of quartz surface products; however, it is not yet known if they will pose such a threat. If we are unsuccessful in competing against new surface materials, we could lose future sales and market share, which would have an adverse impact on our business, revenues, profitability and cash flows.

We depend on our senior management team and other skilled and experienced personnel to operate our business effectively, and the loss of any of these individuals could adversely affect our business and our future financial condition or results of operations.

We are dependent on the skills and experience of our senior management team and other skilled and experienced personnel. These individuals possess strategic, managerial, sales, marketing, operational, manufacturing, logistical, financial and administrative skills that are important to the operation of our business. We have experienced and may continue to experience employee and management turnover. T he loss of any of these individuals and the inability to attract, retain and maintain additional personnel, each could prevent us from implementing our business strategy and could adversely affect our business and our future financial condition or results of operations. We do not carry key man insurance with respect to any of our executive officers or other employees. We cannot assure you that we will be able to retain all of our existing senior management personnel and key personnel or to attract additional qualified personnel when needed.

Our limited resources and significant competition for business combination or acquisition opportunities may make it difficult for us to complete a combination or acquisition, and any combination or acquisition that we complete may disrupt our business and fail to achieve our intended objectives.

We expect to encounter intense competition from other participants in our industry, including quartz surface manufacturers, suppliers and distributors, for business combination or acquisition opportunities in the highly fragmented global quartz surfaces market. Many of these participants are well-established and have significant experience identifying and effecting acquisitions of companies. These participants may possess greater technical, human and other resources, or more local industry knowledge than we do, and our financial resources may be relatively limited compared to many of them. In addition, while we believe there are a number of target businesses we might consider acquiring, including, in certain instances, our distributors, manufacturers of quartz surfaces and other surfaces like ceramic, we may be unable to persuade those targets of the benefits of a combination or acquisition. Our ability to compete with respect to a combination with or acquisition of certain larger target businesses will be determined by, among other factors, our available financial resources. This inherent competitive limitation may give others an advantage in pursuing such combinations or acquisitions.

Any combination or acquisition that we effect will be accompanied by a number of risks, including the difficulty of integrating the operations and personnel of the acquired business, the potential disruption of our ongoing business, the potential distraction of management, expenses related to the acquisition and potential unknown liabilities associated with acquired businesses. In connection with any acquisition, we may encounter liabilities in the future associated with its business that we did not experience prior to the acquisition or that were unknown at the time of acquisition that could have an adverse impact on our results of operations. Any inability to integrate completed combinations or acquisitions in an efficient and timely manner could have an adverse impact on our results of operations. In addition, we may not recognize the expected synergies or benefits in connection with a future combination or acquisition. If we are not successful in completing combinations or acquisitions that we pursue in the future, we may incur substantial expenses and devote significant management time and resources without a successful result. Acquisitions which may include the expansion of our business into new products, like ceramic, and new applications, could distract our management attention, impose high expenses and investments and expose our business to additional risks. Such acquisitions carry further risks associated with the entry into new business lines in which we do not have previous experience, and there can be no assurance that any such business expansion would be successful. In addition, future combinations or acquisitions could require the use of substantial portions of our available cash or result in dilutive issuances of securities.

Any difficulties with, damage to, or interruptions of, our manufacturing could impair or delay our output of products and harm our relationships with our customers and suppliers. If we are unable to continue to manufacture our existing products as planned and to increase our manufacturing capacity, our results of operations and future prospects will suffer.

Any difficulties with or interruptions of our manufacturing operations could delay our output of products and harm our relationships with our customers. Currently, we manufacture all of our products at our two facilities in Israel and our facility in the U.S. Due to the specialized nature of our manufacturing equipment and the quartz surface industry, we have to date had so far limited ability to outsource any part of our manufacturing to third parties. Our manufacturing production lines are comprised mainly of machinery from Breton, currently a leading global supplier for many companies which sell engineered stone manufacturing equipment. We depend on Breton for certain spare parts for our production line equipment and new production lines, which we may decide to acquire in order to increase our manufacturing capacity to meet the growing demand for our product, and anticipate we will continue to do so in the future. Inability or delays in obtaining machinery or specialty machine components and spare parts from Breton could prevent or delay our output of products and any future production line expansion plans.

Damage to our manufacturing facilities or products caused by human error or negligence, software or hardware failures, physical or electronic security breaches, power loss or other failures or circumstances beyond our control, including acts of God, fire, explosion, flood, war, insurrection or civil disorder, acts of, or authorized by, any government, terrorism, accident, labor trouble or shortage, or inability to obtain materials, equipment or transportation could interrupt or delay our manufacturing or other operations. We may also encounter difficulties or interruptions as a result of the application of enhanced manufacturing technologies or changes to production lines to improve our throughput, construction of our new manufacturing lines, or to upgrade or repair our existing manufacturing lines.

Labor disputes or enforcement actions by environmental and health and safety authorities could result in a full or partial work stoppage or strikes by employees, as the case may be, that could delay or interrupt our output of products.

Our insurance policies have limited coverage in case of significant damage to our manufacturing facilities and may not fully compensate us for the cost of replacement and any loss from business interruptions. As a result, we may not be adequately insured to cover losses in the case of significant damage to our manufacturing facilities. Any damage to our facilities or interruption in manufacturing, whether due to limitations in manufacturing capacity or arising from factors outside of our control, could result in delays or failure in meeting contractual obligations and could have a material adverse effect on our relationships with our distributors and customers, and on our financial results.

Risks related to our relationship with Kibbutz Sdot-Yam

Our headquarters and one of our two manufacturing facilities in Israel are located on lands leased by Kibbutz Sdot-Yam from the Israel Lands Administration and the Edmond Benjamin de Rothschild Caesarea Development Corporation Ltd. If we are unable to continue to lease such lands from Kibbutz Sdot-Yam, our business and future business prospects may suffer.

As of February 24, 2016, Kibbutz Sdot-Yam beneficially owned approximately 32.5% of our issued and outstanding ordinary shares. One of our manufacturing facilities (as well as our headquarters and our research and development facilities) are located on lands leased by Kibbutz Sdot-Yam pursuant to two lease agreements between Kibbutz Sdot-Yam and the Israel Lands Administration ("ILA"), and an additional lease agreement between Kibbutz Sdot-Yam and the Edmond Benjamin de Rothschild Caesarea Development Corporation Ltd. ("Caesarea Development Corporation"). Pursuant to these underlying lease agreements with the ILA and with the Caesarea Development Corporation, each of the ILA and the Caesarea Development Corporation may terminate their respective lease in certain circumstances, including if Kibbutz Sdot-Yam commences proceedings to disband or liquidate, or in the event that Kibbutz Sdot-Yam ceases to be organized as a "kibbutz" as defined in the lease (i.e., a registered cooperative society classified as a kibbutz). If either of the leases is terminated, we may be unable to use the land where our headquarters and one of our two manufacturing facilities are located, which would adversely affect our business.

The first lease agreement between Kibbutz Sdot-Yam and the ILA expired in 2011 and has been extended pursuant to an option in the lease agreement for an additional 49 years through 2060. The second agreement between Kibbutz Sdot-Yam and the ILA was extended on several occasions for three- to five-year periods and most recently expired in late 2009. After a series of discussions with the ILA to renew this expired agreement, in 2015 the Kibbutz submitted a motion to the District Court for an injunction instructing the ILA to execute a long term lease agreement with the Kibbutz. This agreement permitted Kibbutz Sdot-Yam to use the property only for agriculture, residential and other internal community purposes, and previous agreements between Kibbutz Sdot-Yam and the ILA with respect to this property contained similar restrictions. In addition, this agreement required Kibbutz Sdot-Yam to receive the ILA's approval before entering into the land use agreement with us permitting us to use the land and facilities, and no such approval was obtained. Our current use of the property and the rights granted to us by Kibbutz Sdot-Yam to use the land pursuant to the land use agreement may give the ILA the right to terminate the rights of Kibbutz Sdot-Yam to the property.

The lease agreements between Kibbutz Sdot-Yam and the Caesarea Development Corporation permit Kibbutz Sdot-Yam to use the property for the community needs of Kibbutz Sdot-Yam. In April 2014 Kibbutz Sdot-Yam and the Caesarea Development Corporation entered into a new agreement pursuant to which Kibbutz Sdot-Yam leases the relevant premises (including such premises which are leased by the Kibbutz to us) from the Caesarea Development Corporation until year 2037. This agreement is subject to a public recording procedure.In addition, Caesarea Development Corporation charges Kibbutz Sdot-Yam based on the use of the relevant portion of the property for industrial purposes, and thus, has provided recognition to Kibbutz Sdot-Yam's use of such portion of the property for industrial purposes.

If the rights of Kibbutz Sdot-Yam to use the properties described above terminate, we may be unable to maintain our operations on these lands, which would have a material adverse effect on our results of operations.

Pursuant to certain agreements between us and Kibbutz Sdot-Yam, we depend on Kibbutz Sdot-Yam with respect to leasing the buildings and areas of our manufacturing facilities in Israel, acquiring new land as well as building additional facilities should we need them.

Our Bar-Lev facility is leased from Kibbutz Sdot-Yam. On June 6, 2007, we have entered into a long-term lease agreement with the ILA, to use the premises for an initial period of 49 years as of February 6, 2005, with an option to renew for an additional term of 49 years as of the end of the initial period. On March 31, 2011, we have entered into a land purchase and leaseback agreement with Kibbutz Sdot- Yam, pursuant to which, effective as of September 1, 2012, Kibbutz Sdot-Yam acquired from us our rights in the lands and facilities of the site in consideration for NIS 43.7 million ($10.9 million). The land purchase and leaseback agreement was simultaneously executed with a land use agreement pursuant to which Kibbutz Sdot-Yam permits us to use the site for a period of ten years with an automatic renewal for an additional ten years unless we provide Kibbutz Sdot-Yam two years' advance notice that we do not wish to renew the lease.

The lease of our Sdot-Yam facility, located in Kibbutz Sdot-Yam, is made pursuant to the land use agreement with Kibbutz Sdot-Yam that became effective in March 2012. We may not terminate the operation of either of the two production lines at our Sdot-Yam facility as long as we continue to operate production lines elsewhere in Israel. Additionally, our headquarters must remain at Kibbutz Sdot-Yam. As a result of these restrictions, our ability to reorganize our manufacturing operations and headquarters in Israel is limited.

Pursuant to the land use agreements between us and Kibbutz Sdot-Yam, with respect to both our Sdot-Yam and Bar-Lev manufacturing facilities, subject to certain exceptions, if we need additional facilities on the land that we are permitted to use under such land use agreements, then, subject to obtaining the permits required by law, Kibbutz Sdot-Yam will build such facilities for us by using the proceeds of a loan that we will make to Kibbutz Sdot-Yam, which loan shall be repaid to us by off-setting the additional monthly payment that we would pay for such new facilities and, if not fully repaid during the lease term, upon termination thereof. As a result, we depend on Kibbutz Sdot-Yam to build such facilities in a timely manner. While Kibbutz Sdot-Yam is responsible under the agreement for obtaining various licenses, permits, approvals and authorizations necessary for use of the property, we have waived any monetary recourse against Kibbutz Sdot-Yam for failure to receive such licenses, permits, approvals and authorizations.

Pursuant to an additional agreement with Kibbutz Sdot-Yam that became effective in March 2012 and remains effective through October 2017 (" **Agreement For Arranging For Additional Accord** "), if we wish to acquire or lease any additional lands, whether on the grounds of our Bar-Lev manufacturing facility, or elsewhere in Israel, for the purpose of establishing new manufacturing facilities or production lines: (i) Kibbutz Sdot-Yam will purchase the land and build the required facilities on such land at its own expense in accordance with our needs; (ii) we will perform any necessary building adjustments at our expense; and (iii) Kibbutz Sdot-Yam will lease the land and the facility to us under a long-term lease agreement with terms to be negotiated in accordance with the then prevailing market price. As a result, we depend on Kibbutz Sdot-Yam to act in connection with the expansion of our facilities. We may also incur greater costs associated with the purchase of additional land or the construction of additional facilities than we could obtain from a third-party due to our arrangement with Kibbutz Sdot-Yam.

Pursuant to the Agreement For Arranging For Additional Accord, we have entered into an agreement with Kibbutz Sdot-Yam dated August 6, 2013 (" **Agreement For Additional Land** "), pursuant to which Kibbutz Sdot-Yam acquired additional land of approximately 12,800 square meters on the grounds near our Bar-Lev manufacturing facility (" **Additional Bar-Lev Land** "), which we required in connection with the construction of the fifth production line at our Bar-Lev manufacturing facility and leased it to us at market value, in accordance with the terms of the Agreement For Arranging For Additional Accord. Under the agreement, Kibbutz Sdot-Yam committed to (i) acquire the long-term leasing rights of the Additional Bar-Lev Land from the ILA, (ii) perform such preparation work and construction, in conjunction with the administrative body of Bar-Lev industry park and other contractors according to our plans; (iii) build a warehouse according to our plans, and (iv) obtain all permits and approvals required for performing the preparation work of the Additional Bar-Lev Land and for the building of the warehouse. The warehouse in Bar-Lev will be situated both on the current and Additional Bar-Lev Land. The financing of the building of the warehouse will be made through a loan that will be granted by us to Kibbutz Sdot-Yam, in the amount of the total cost related to the building of the warehouse, and such loan, including principal and interest, shall be repaid by setoff of the lease due to Kibbutz Sdot-Yam by us for our use of the warehouse. The principal amount of the loan will bear interest at a rate of 5.3% a year. In November 2015, the preparation work has been completed by the Kibbutz and the Additional Bar-Lev Land was delivered to the Company. The construction of the warehouse has not started yet and is pending receiving a building permit.

For more information with respect to these agreements, see "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions".

Regulators and other third parties may question whether our agreements with Kibbutz Sdot-Yam are no less favorable to us than if they had been negotiated with unaffiliated third parties.

Our headquarters, research and development facilities and our two manufacturing facilities in Israel are located on lands leased by Kibbutz Sdot-Yam, which beneficially owns 32.5% of our shares as of February 24, 2016. We have entered into certain agreements with Kibbutz Sdot-Yam pursuant to which Kibbutz Sdot-Yam provides us with, among other things, a portion of our labor force, electricity, maintenance, security and other services. We believe that such services are rendered to us in the normal course of business and they represent terms no less favorable than those that would have been obtained from an unaffiliated third party. Nevertheless, a determination with respect to such matters requires subjective judgments regarding valuations, and regulators and other third parties may question whether our agreements with Kibbutz Sdot-Yam are in the ordinary course of our business and are no less favorable to us than if they had been negotiated with unaffiliated third parties. As a result, the tax treatment for these transactions may also be called into question. See "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions."

Under Israeli law, our board, audit committee and shareholders may be required to reapprove certain of our agreements with Kibbutz Sdot-Yam every three years, and their failure to do so may expose us to liability and cause significant disruption to our business.

The Companies Law requires that the authorized corporate organs of a public company approve every three years any extraordinary transaction in which a controlling shareholder has a personal interest and that has a term of more than three years, unless a company's audit committee, constituted in accordance with the Companies Law, determines, solely with respect to agreements that do not involve compensation to a controlling shareholder or his or her relatives, in connection with services rendered by any of them to the company or their employment with the company, that a longer term is reasonable under the circumstances. Our implementation of this requirement with respect to the agreements entered into between us and Kibbutz Sdot-Yam may be challenged by regulators and other third parties. See "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions—Relationship and agreements with Kibbutz Sdot-Yam."

Our audit committee has determined that the terms of all the agreements entered into between us and Kibbutz Sdot-Yam are reasonable under the relevant circumstances, except for the manpower agreement entered into between Kibbutz Sdot-Yam and us on January 1, 2011, as it relates to office holders, and the services agreement entered into between Kibbutz Sdot-Yam and us on July 20, 2011 (as amended). See "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions." Our manpower agreement, as it relates to office holders, and our services agreement, both with Kibbutz Sdot-Yam, have been reapproved in 2015 under the Companies Law requirements and are subject to re-approval in 2018. If the approval of our shareholders is required, it must fulfill one of the following requirements:

- a majority of the shares held by shareholders who have no personal interest in the transaction and are voting at the meeting must be voted in favor of approving the transaction, excluding abstentions; or

- the shares voted by shareholders who have no personal interest in the transaction who vote against the transaction represent no more than 2% of the voting rights in the company.

If our audit committee, board and shareholders do not re-approve the manpower agreement and the services agreement, or if it is determined that re-approval of our other agreements with Kibbutz Sdot-Yam is required every three years and the re-approval is not obtained, we will be required to terminate the agreements, which may be considered a breach under the terms of the agreements, and could expose us to damage claims and legal fees, and cause significant disruption to our business. In addition, we would be required to find suitable replacements for the services provided to us by Kibbutz Sdot-Yam under the manpower agreement and the service agreement, which may take time, and we can provide no assurance that we can obtain the same or better terms with a third party than those we have agreed to with Kibbutz Sdot-Yam.

Risks related to our ordinary shares

We cannot provide any assurance regarding the amount or timing of dividend payments.

Prior to our IPO, our controlling shareholders, at that time, received periodic dividends. In connection with our IPO, we determined not to pay any dividends until at least March 21, 2013, one year following such offering. We distributed a dividend in the amount of $20.1 million in December 2013 and in the amount of $20.0 million in December 2014. We currently expect that payments of dividends will be made from time to time based on the recommendation of our board of directors, after taking into account legal limitations, growth plans and contractual limitations under our credit agreements, and other factors that our board of directors may deem relevant. At this time, we do not have a declared dividend policy, although we may adopt one in the future, and we cannot provide assurances regarding the amount or timing of any dividend payments and may decide not to pay dividends in the future.

The price of our ordinary shares may be volatile.

Our ordinary shares were first offered publicly in our IPO in March 2012, at a price of $11.00 per share. In April 2013 and June 2014, pursuant to follow-on offerings, our shareholders registered and sold additional amounts of our ordinary shares at a price of $23.25 and $45.50 per share, respectively. Since the pricing of our June 2014 offering, our ordinary shares have traded as high as $72.01 per share and as low as $27.31 per share through February 24, 2016.

The market price of our ordinary shares could be highly volatile and may fluctuate substantially as a result of many factors, including:

- actual or anticipated fluctuations in our results of operations;
- variance in our financial performance from the expectations of market analysts;
- announcements by us or our competitors of significant business developments, changes in distributor relationships, acquisitions or expansion plans;
- changes in the prices of our raw materials or the products we sell;
- our involvement in litigation;
- our sale of ordinary shares or other securities in the future;
- market conditions in our industry;
- changes in key personnel;
- the trading volume of our ordinary shares;
- changes in the estimation of the future size and growth rate of our markets;
- changes in our board of directors, including director resignations;
- actions of investors and shareholders, including short seller reports and proxy contests; and
- general economic and market conditions.

Although our ordinary shares are listed on the Nasdaq Global Select Market, an active trading market on the Nasdaq Global Select Market may not be sustained. If an active market for our ordinary shares is not sustained, it may be difficult or even impossible to sell ordinary shares in the United States.

In addition, the stock markets have experienced extreme price and volume fluctuations. Broad market and industry factors may materially harm the market price of our ordinary shares, regardless of our business performance.

In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against that company. On August 25, 2015, we became subject to a putative securities class action claim in the U.S. District Court for the Southern District of New York related to losses allegedly suffered as a result of the decline in the market price of our ordinary shares. See "ITEM 8: Financial Information- Legal Proceedings". Although we believe this claim is without merit and intend to contest it vigorously, we could incur substantial costs and our management's attention and resources could be diverted as a result of this claim or any similar claim in the future. Expenses incurred and payments due with respect to this claim will be covered under our directors' and officers' liability insurance policy, subject to deductibles and the terms and limit of the coverage.

If equity research analysts do not publish research or reports about our business or if analysts, including short sellers, issue unfavorable commentary or downgrade our ordinary shares, the price of our ordinary shares could decline.

The trading market for our ordinary shares relies in part on the research and reports that equity research analysts publish about us and our business. The price of our ordinary shares could decline if one or more securities analysts downgrade our ordinary shares or if one or more of those analysts issue other unfavorable commentary or cease publishing reports about us or our business. The market price for our common stock has been in the past, and may be in the future, adversely affected by allegations made in reports issued by short sellers regarding our business model, our management and our financial accounting.

The substantial share ownership position of Kibbutz Sdot-Yam will limit your ability to influence corporate matters.

As of February 24, 2016, Kibbutz Sdot-Yam beneficially owned 32.5% of our ordinary shares. As a result of this concentration of share ownership, Kibbutz Sdot-Yam acting on its own will continue to have significant voting power on all matters submitted to our shareholders for approval, including:

- the composition of our board of directors (other than external directors);
- approving or rejecting a merger, consolidation or other business combination; and
- amending our articles of association, which govern the rights attached to our ordinary shares.

This concentration of ownership of our ordinary shares could delay or prevent proxy contests initiated by other shareholders, mergers, tender offers, open-market purchase programs or other purchases of shares of our ordinary shares that might otherwise give you the opportunity to realize a premium over then-prevailing market price of our ordinary shares. The interests of Kibbutz Sdot-Yam may not always coincide with the interests of our other shareholders. This concentration of ownership may lead to proxy contests initiated by Kibbutz Sdot-Yam. In connection with our annual general meeting of shareholders held in December 2015, Kibbutz Sdot-Yam issued a proxy to our shareholders, in which it opposed the independent nominees our board of directors proposed to nominate to the board and suggested two alternative nominees. The majority of our shareholders rejected the proposal of Kibbutz Sdot-Yam and approved the nominees proposed by the board of directors. Such initiatives, which may not coincide with the interests of our other shareholders, result in us incurring unexpected costs and could divert our management's time and attention. This concentration of ownership may also adversely affect our share price.

As a foreign private issuer whose shares are listed on the Nasdaq Global Select Market, we may follow certain home country corporate governance practices instead of certain Nasdaq requirements.

As a foreign private issuer whose shares are listed on the Nasdaq Global Select Market, we are permitted to follow certain home country corporate governance practices instead of certain requirements of the rules of Nasdaq. As permitted under the Israeli Companies Law, our articles of association provide that the quorum for any ordinary meeting of shareholders shall be the presence of at least two shareholders present in person, by proxy or by a voting instrument, who hold at least 25% of the voting power of our shares instead of 33 1/3% of the issued share capital required under Nasdaq requirements. At an adjourned meeting, any number of shareholders constitutes a quorum.

In the future, we may also choose to follow Israeli corporate governance practices instead of Nasdaq requirements with regard to, among other things, the composition of our board of directors, compensation of officers, director nomination procedures and quorum requirements at shareholders' meetings. In addition, we may choose to follow Israeli corporate governance practice instead of Nasdaq requirements to obtain shareholder approval for certain dilutive events (such as for issuances that will result in a change of control of the company, certain transactions other than a public offering involving issuances of a 20% or more interest in the company and certain acquisitions of the stock or assets of another company) and for the adoption of, and material changes to, equity incentive plans . Accordingly, our shareholders may not be afforded the same protection as provided under Nasdaq corporate governance rules. Following our home country governance practices, as opposed to the requirements that would otherwise apply to a U.S. company listed on the Nasdaq Global Select Market, may provide less protection than is accorded to investors of domestic issuers. See "ITEM 16G: Corporate Governance".

As a foreign private issuer, we are not subject to the provisions of Regulation FD or U.S. proxy rules and are exempt from filing certain Exchange Act reports.

As a foreign private issuer, we are exempt from the rules and regulations under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file annual and current reports and financial statements with the SEC as frequently or as promptly as U.S. domestic companies whose securities are registered under the Exchange Act, we are permitted to disclose limited compensation information for our executive officers on an individual basis and we are generally exempt from filing quarterly reports with the SEC under the Exchange Act. Moreover, we are not required to comply with Regulation FD, which restricts the selective disclosure of material nonpublic information to, among others, broker-dealers and holders of a company's securities under circumstances in which it is reasonably foreseeable that the holder will trade in the company's securities on the basis of the information. These exemptions and leniencies reduce the frequency and scope of information and protections to which you may otherwise have been eligible in relation to a U.S. domestic issuer.

We would lose our foreign private issuer status if (a) a majority of our outstanding voting securities were either directly or indirectly owned of record by residents of the United States and (b)(i) a majority of our executive officers or directors were United States citizens or residents, (ii) more than 50 percent of our assets were located in the United States or (iii) our business were administered principally in the United States. Our loss of foreign private issuer status would make U.S. regulatory provisions mandatory. The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. If we are not a foreign private issuer, we will be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive than the forms available to a foreign private issuer. We would also be required to follow U.S. proxy disclosure requirements, including the requirement to disclose, under U.S. law, more detailed information about the compensation of our senior executive officers on an individual basis. We may also be required to modify certain of our policies to comply with accepted governance practices associated with U.S. domestic issuers. Such conversion and modifications will involve additional costs. In addition, we would lose our ability to rely upon exemptions from certain corporate governance requirements on U.S. stock exchanges that are available to foreign private issuers.

Our United States shareholders may suffer adverse tax consequences if we are characterized as a passive foreign investment company.

Generally, if for any taxable year, 75% or more of our gross income is passive income, or at least 50% of our assets are held for the production of, or produce, passive income, we would be characterized as a passive foreign investment company for United States federal income tax purposes. There can be no assurance that we will not be considered a passive foreign investment company for any taxable year. If we are characterized as a passive foreign investment company, our U.S. shareholders may suffer adverse tax consequences, including having gains realized on the sale of our ordinary shares treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to dividends received on our ordinary shares by individuals who are U.S. holders, and having interest charges apply to distributions by us and the proceeds of share sales. See "ITEM 10.E: Additional Information—Taxation—United States Federal Income Taxation—passive foreign investment company considerations".

The market price of our ordinary shares could be negatively affected by future sales of our ordinary shares.

As of February 24, 2016, we had 35,190,255 ordinary shares outstanding. This included approximately 11,440,000 ordinary shares, or 32.5% of our ordinary shares, beneficially owned by Kibbutz Sdot-Yam, which can be resold into the public markets in accordance with the requirements of Rule 144, including volume limitations. Sales by us or by Kibbutz Sdot-Yam of a substantial number of our ordinary shares in the public market, or the perception that these sales might occur, could cause the market price of our ordinary shares to decline or could impair our ability to raise capital through a future sale of, or pay for acquisitions using, our equity securities.

Kibbutz Sdot-Yam may require us to effect a registered offering of up to an additional 11,440,000 shares under the Securities Act for resale into the public markets. All shares sold pursuant to an offering covered by such registration statement or statements will be freely transferable. See "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions—Registration rights agreement."

In addition to these registration rights, as of February 24, 2016, 1,300,910, ordinary shares were reserved for issuance under our 2011 Incentive Compensation Plan (the "Plan") of which options to purchase 989,485 ordinary shares were outstanding, with a weighted average exercise price of $32.28 per share, and 55,100 Restricted Stock units (RSUs) were outstanding, with an exercise price of $0.01. On March 23, 2012, we filed a registration statement on Form S-8 registering up to 2,375,000 ordinary shares that we may issue under our stock incentive plans. On December 3, 2015, our shareholders approved an increase to the pool of shares reserved for issuance under the Plan by additional 900,000 shares. Shares included in such registration statement may be freely sold in the public market upon issuance, except for shares held by affiliates who have certain restrictions on their ability to sell.

Risks relating to our incorporation and location in Israel

If we fail to comply with Israeli law restrictions concerning employment of Jewish employees on Saturdays and Jewish holidays, we and our office holders may be exposed to administrative and criminal liabilities and our operational and financial results may be adversely impacted.

We are subject to the Israeli Hours of Work and Rest Law, 1951 (the " **Rest Law** "), which prohibits the employment of Jewish employees on Saturdays and Jewish holidays, unless a permit is obtained from the IMEI. Employment of Jewish employees on such days without a permit constitutes an infringement of the Rest Law. In January 2016, we received a permit from the IMEI to employ Jewish employees on Saturdays and Jewish holidays in connection with most of the production machinery in our Sdot- Yam facility, effective until December 31, 2017. There is no assurance that we will be able to obtain such permit in the future, and if we do not, we will be required to either refrain from operating our Sdot- Yam facility on Saturdays and Jewish holidays, or employ non-Jewish employees. Prior to obtaining such permit, in our Sdot-Yam facility, from the fourth quarter of 2015, our Jewish and non-Jewish employees worked only six days a week, not including Saturdays. In our Bar-Lev facility, our Jewish employees do not work on Saturdays, while our non-Jewish employees are employed on such days.

If we are deemed to be in violation of the Rest Law, we and our officers may be exposed to administrative and criminal liabilities, including fines, and our operational and financial results could be materially adversely impacted. If we fail to obtain a permit in the future or if we are unsuccessful in employing only non-Jewish employees on Saturdays and Jewish holidays, we may be required to halt operations of our manufacturing facilities in Israel during such days, have less production capacity and as a result experience a material adverse effect on our revenues and profitability.

Conditions in Israel could adversely affect our business.

We are incorporated under Israeli law and our principal offices and two of our manufacturing facilities are located in Israel. Accordingly, political, economic and military conditions in Israel directly affect our business. Since the State of Israel was established in 1948, a number of armed conflicts have occurred between Israel and its neighboring countries. Although Israel has entered into various agreements with Egypt, Jordan and the Palestinian Authority, there has been an increase in unrest and terrorist activity, which began in September 2000 and is continuing today with varying levels of severity. In mid-2006, Israel was engaged in an armed conflict with Hezbollah in Lebanon, resulting in thousands of rockets being fired from Lebanon and disrupting most day-to-day civilian activity in northern Israel. Starting in December 2008, for approximately three weeks, Israel engaged in an armed conflict with Hamas in the Gaza Strip, which involved missile strikes against civilian targets in various parts of Israel and negatively affected business conditions in Israel. An armed conflict between Israel and Hamas in the Gaza Strip occurred again in November 2012 and July and August 2014. These conflicts involved missile strikes against civilian targets in various parts of Israel including most recently, central Israel, and negatively affected business conditions in Israel as well as home starts and the building industry in Israel. Recent popular uprisings in various countries in the Middle East and North Africa have affected the political stability of those countries. Such instability may lead to deterioration in the political and trade relationships that exist between the State of Israel and these countries, such as Turkey, from which we import a significant amount of our raw materials. Any armed conflicts, terrorist activities or political instability in the region could adversely affect our business, financial condition and results of operations.

Our facilities in the Bar-Lev Industrial Park are located in northern Israel and are in range of rockets that were fired during 2006 from Lebanon into Israel. In the armed conflict between Israel and Hamas in Gaza Strip in July and August 2014, rockets from Gaza Strip reached the area of our Sdot-Yam plant. In the event that our facilities are damaged as a result of hostile action or hostilities otherwise disrupt the ongoing operation of our facilities, our ability to deliver products to customers could be materially adversely affected. In addition, our commercial insurance in Israel does not cover losses that may occur as a result of acts of war; however, losses as a result of terrorist attacks are covered by our insurance for damages of up to $20 million to our facilities, as are losses due to a disruption to the ongoing operations, if such damages are not covered by the Israeli government. Although the Israeli government currently covers the reinstatement value of direct damages that are caused by terrorist attacks or acts of war, we cannot assure you that this government coverage will be maintained and will be adequate in the event we submit a claim. Even if maintained and adequate, we cannot assure you that it will reduce or prevent any losses that may occur as a result of such actions or will be exercised in a timely manner to meet our contractual obligations with customers and vendors.

Some countries around the world restrict doing business with Israel and Israeli companies, and additional countries may impose restrictions on doing business with Israel and Israeli companies if hostilities in Israel or political instability in the region continues or increases. These restrictions may limit materially our ability to obtain raw materials from these countries or sell our products to companies and customers in these countries. In addition, there have been increased efforts by activists to cause companies and consumers to boycott Israeli goods. Such efforts, particularly if they become more widespread, may adversely impact our ability to sell our products out of Israel. Any hostilities involving Israel or the interruption or curtailment of trade between Israel and its present trading partners, or a significant downturn in the economic or financial condition of Israel, could adversely affect our operations and product development, cause our revenues to decrease and adversely affect the share price of publicly traded companies having operations in Israel, such as us.

Our operations may be disrupted by the obligations of personnel to perform military service.

As of December 31, 2015, we had 1,282 employees worldwide of whom 650 were based in Israel. Our employees in Israel, generally males, including executive officers, may be called upon to perform up to 54 days in each three-year period until they reach the age of 40. In the case of officers and certain reservists with specific military professions, the duty may extend up to 84 days in each three-year period and continue until they reach the age of 45 (and in some cases, up to 49). In emergency circumstances, these employees and executives could be called to immediate and prolonged active duty. In response to increased tension and hostilities, there have been occasional call-ups of military reservists, including in connection with the mid-2006 war in Lebanon and the conflicts with Hamas that occurred in December 2008, November 2012 and summer 2014, and it is possible that there will be additional call-ups in the future. Our operations could be disrupted by the absence of a significant number of our employees related to military service or the absence for extended periods of one or more of our key employees for military service. Such disruption could materially adversely affect our business and results of operations. Additionally, the absence of a significant number of the employees of our Israeli suppliers and contract manufacturers related to military service or the absence for extended periods of one or more of their key employees for military service may disrupt their operations, in which event our ability to deliver products to customers may be materially adversely affected.

Our operations may be affected by negative economic conditions or labor unrest in Israel.

General strikes or work stoppages, including at Israeli sea ports, have occurred periodically or have been threatened in the past by Israeli trade unions due to labor disputes. These general strikes or work stoppages may have an adverse effect on the Israeli economy and on our business, including our ability to deliver products to our customers and to receive raw materials from our suppliers in a timely manner. These general strikes or work stoppages, in Israel or in other countries where we, our subsidiaries, suppliers and distributors operate, may prevent us from shipping raw materials and equipment required for our production and shipping our products by sea or otherwise to our customers, which could have a material adverse effect on our results of operations.

Since none of our employees work under any collective bargaining agreements, extension orders issued by the IMEI apply to us and affect matters such as cost of living adjustments to salaries, length of working hours and work week, recuperation pay, travel expenses, and pension rights. Any labor disputes over such matters could result in a work stoppage or strikes by employees that could delay or interrupt our output of products. Any strike, work stoppages or interruption in manufacturing could result in a failure to meet contractual obligations or in delays, including in our ability to manufacture and deliver products to our customers in a timely manner, and could have a material adverse effect on our relationships with our distributors and on our financial results.

In 2014, some of our employees in Israel have acted to form a workers' union to be represented by the Histadrut, the Israeli workers' union association. Following objections from other employees to the formation of a workers' union, the Histadrut filed a claim in an Israeli court, in which the Histadrut argued that such objections were directed by our management in an attempt to deprive our employees of their right to unionize. The Histadrut applied for the grant of a declaratory order to prevent us from resisting our employees' efforts to unionize and such temporary order was granted by the court with our consent. In addition, the Histadrut applied to impose on us damages in the amount of approximately NIS 2 million ($0.5 million) for seeking to disrupt our employees' initiations to unionize. On June 3, 2015, it was resolved by the court, with the parties' consent, to dismiss the Histadrut's claim.

If a union of our employees is formed in the future, we may enter into a collective agreement with our employees, which may increase our costs and limit our managerial freedom, and if we are unable to reach a collective agreement, we may become subject to strikes and work stoppages, all of which may adversely affect our business.

The tax benefits that are available to us require us to continue to meet various conditions and may be terminated or reduced in the future, which could increase our costs and taxes.

Some of our Israeli facilities have been granted "Approved Enterprise" status by the Investment Center in the Israeli Ministry of Economy and Industry (the " **Investment Center** ") or have the status of a "Beneficiary Enterprise" or "Preferred Enterprise" which provides us with investment grants (in respect of certain Approved Enterprise programs) and makes us eligible for tax benefits under the Investment Law.

In order to remain eligible for the tax benefits of an "Approved Enterprise", a "Beneficiary Enterprise" and/or a "Preferred Enterprise" we must continue to meet certain conditions stipulated in the Investment Law and its regulations, as amended, and in certificates of approval issued by the Investment Center (in respect of Approved Enterprise programs), which may include, among other things, selling more than 25% of our products to markets of over 14 million residents in a specific tax year, making specified investments in fixed assets and equipment, financing a percentage of those investments with our capital contributions, filing certain reports with the Investment Center, complying with provisions regarding intellectual property and the criteria set forth in the specific certificate of approval issued by the Investment Center or the ITA. If we do not meet these requirements, the tax benefits could be canceled and we could be required to refund any tax benefits and investment grants that we received in the past. Further, in the future, these tax benefits may be reduced or discontinued. If these tax benefits are cancelled, our Israeli taxable income would be subject to regular Israeli corporate tax rates. The standard corporate tax rate for Israeli companies was 25% in 2013, 26.5% in 2014 and 2015 and will decrease to 25% in 2016 and thereafter.

Effective January 1, 2011, the Investment Law was amended (" **Amendment No. 68** "). Under Amendment No. 68, the criteria for receiving tax benefits were revised. In the future, we may not be eligible to receive additional tax benefits under this law. The termination or reduction of these tax benefits would increase our tax liability, which would reduce our profits. Additionally, if we increase our activities outside of Israel through acquisitions, for example, our expanded activities might not be eligible to be included in future Israeli tax benefit programs. We may lose all of our tax benefits in Israel in the event that our manufacturing operations outside of Israel exceed certain production levels (currently set at 50% of the overall production and subject to future changes by the ITA). We do not foresee such circumstances as probable in the coming years.

Finally, in the event of a distribution of a dividend from the tax-exempt income described above, we will be subject to tax at the corporate tax rate applicable to our Approved Enterprise's and Beneficiary Enterprise's income on the amount distributed in accordance with the effective corporate tax rate that would have been applied had we not relied on the exemption—tax rate of no more than 25%. In addition to the reduced tax rate, a distribution of income attributed to an "Approved Enterprise" and a "Beneficiary Enterprise" will be subject to 15% withholding tax. As for a "Preferred Enterprise," dividend is subject to 20% withholding tax from 2014 (or a reduced rate under an applicable double tax treaty). However, because we announced our election to apply the provisions of Amendment No. 68 prior to July 30, 2015, we will be entitled to distribute exempt income generated by any Approved/Beneficiary Enterprise to our Israeli corporate shareholders tax free (See "ITEM 10.E: Additional Information—Taxation—Israeli tax considerations and government programs—Law for the Encouragement of Capital Investments, 1959").

In November 2012, amendment No. 69 to the Investment Law (the " **Trapped Earnings Law** ") came into effect. The amendment provides temporary, partial, relief from corporate taxation on distributions of dividends from exempt income for companies that elect the "relief option" through November 2013. The Trapped Earnings Law allows a company to qualify a portion of its exempt income (" **Elected Earnings** ") for a reduced tax rate ranging between 6% and 17.5%, instead of corporate tax rate of up to 25%. We decided not to use the relief option. As such, our exempt income may be subject to an argument by the ITA, as described below.

The amendment to the Investment Law stipulated that investments in subsidiaries, including in the form of acquisitions of subsidiaries from an unrelated party, may also be considered as a deemed dividend distribution event, increasing the risk of triggering a deemed dividend distribution event and potential tax exposure. The ITA's interpretation is that this provision applies retroactively to investments and acquisitions made prior to the amendment.

It may be difficult to enforce a U.S. judgment against us, our officers and directors in Israel or the United States, or to assert U.S. securities laws claims in Israel or serve process on our officers and directors.

We are incorporated in Israel. Other than one director, none of our directors, or our independent registered public accounting firm is a resident of the United States. Other than one executive officer, none of our executive officers is resident in the United States. The majority of our assets and the assets of these persons are located outside the United States. Therefore, it may be difficult for an investor, or any other person or entity, to enforce a U.S. court judgment based upon the civil liability provisions of the U.S. federal securities laws against us or any of these persons in a U.S. or Israeli court, or to effect service of process upon these persons in the United States. Additionally, it may be difficult for an investor, or any other person or entity, to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on a violation of U.S. securities laws on the grounds that Israel is not the most appropriate forum in which to bring such a claim. Even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process. Certain matters of procedure will also be governed by Israeli law. There is little binding case law in Israel addressing the matters described above.

Your rights and responsibilities as our shareholder will be governed by Israeli law which may differ in some respects from the rights and responsibilities of shareholders of United States corporations.

Since we are incorporated under Israeli law, the rights and responsibilities of our shareholders are governed by our articles of association and Israeli law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders in U.S.-based corporations. In particular, a shareholder of an Israeli company has a duty to act in good faith and in a customary manner in exercising its rights and performing its obligations towards the company and other shareholders and to refrain from abusing its power in the company, including, among other things, in voting at the general meeting of shareholders on certain matters, such as an amendment to the company's articles of association, an increase of the company's authorized share capital, a merger of the company and approval of related party transactions that require shareholder approval. A shareholder also has a general duty to refrain from discriminating against other shareholders. In addition, a controlling shareholder or a shareholder who knows that it possesses the power to determine the outcome of a shareholders' vote or to appoint or prevent the appointment of an office holder in the company or has another power with respect to the company, has a duty to act in fairness towards the company. However, Israeli law does not define the substance of this duty of fairness. See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices— Board Practices—Fiduciary duties and approval of specified related party transactions under Israeli law—Duties of shareholders." The Israeli corporate law underwent extensive revisions in past years. The parameters and implications of the provisions that govern shareholder behavior have not been clearly determined by the Israeli courts. These provisions may be interpreted to impose additional obligations and liabilities on our shareholders that are not typically imposed on shareholders of United States corporations.

Provisions of Israeli law may delay, prevent or make undesirable a merger transaction, or an acquisition of all or a significant portion of our shares.

Israeli corporate law regulates mergers by mandating certain procedures and voting requirements, and requires that a tender offer be affected when more than a specified percentage of shares in a company are purchased. Further, Israeli tax considerations may make potential transactions undesirable to us or to some of our shareholders whose country of residence does not have a tax treaty with Israel granting tax relief to such shareholders from Israeli tax. With respect to mergers, Israeli tax law allows for tax deferral in certain circumstances but makes the deferral contingent on the fulfillment of numerous conditions, including a holding period of two years from the date of the transaction during which certain sales and dispositions of shares of the participating companies are restricted. Moreover, with respect to certain share swap transactions, the tax deferral is limited in time, and when such time expires, the tax becomes payable even if no actual disposition of the shares has occurred. See "ITEM 10.B: Additional Information—Memorandum and Articles of Association—Acquisitions under Israeli law."

Under Israeli law, our two external directors have terms of office of three years. These directors have been elected by our shareholders to serve for an additional three-year term to commence March 21, 2015.

These provisions of Israeli law could have the effect of delaying or preventing a change in control and may make it more difficult for a third party to acquire us or our shareholders to elect different individuals to our board of directors, even if doing so would be beneficial to our shareholders, and may limit the price that investors may be willing to pay in the future for our ordinary shares.

Under Israeli law, we could be considered a "monopoly" and therefore could be subject to certain restrictions that may limit our ability to freely conduct our business to which our competitors may not be subject.

Sales in Israel accounted for 7.9% of our revenues in 2015. Our products account for a significant portion of kitchen countertop sales in Israel, but a relatively minor share of sales of all surface covers sold in Israel, including countertops. Under the Israeli Restrictive Trade Practices Law, 1988, (the "Israeli Anti-Trust Law"), a company that supplies more than 50% of any product or service in Israel or in a specific geographical area in Israel is deemed to be a monopoly. The determination of monopoly status depends on an analysis of the relevant product or service market but it does not require a positive declaration, and the status is achieved by virtue of such market share threshold being crossed.

Depending on the analysis and the definition of the relevant product market in which we operate, we may be deemed to be a "monopoly" under Israeli law. Under the Israeli Anti-Trust Law, a monopoly is prohibited from participating in certain business practices, including unreasonably refusing to provide the relevant product or service, or abuse of market power by means of discriminating between customers or charging what are considered to be unfair prices, and from engaging in certain other practices, all in order to protect the Israeli market against unfair competition. The Israeli Antitrust Commissioner may determine that a company that is a monopoly has abused its position in the market, it may subsequently order such company to change its conduct in matters that may adversely affect the public, including imposing business restrictions on a company determined to be a monopoly and giving instructions with respect to the prices charged by the monopoly. If we are indeed deemed to be a monopoly and the Commissioner finds that we have abused our position in the market by taking anti-competitive actions and using anti-competitive practices, such as those described above, it would serve as *prima facie* evidence in private actions and class actions against us alleging that we have engaged in anti-competitive behavior. Furthermore, the Commissioner may order us to take or refrain from taking certain actions, which could limit our ability to freely conduct our business. To date, the Commissioner has not made any such determination. We do not believe we are a monopoly or that our operations constitute a violation of the provisions of the Israeli Anti-Trust Law even if we were found to be a monopoly under the Israeli Anti-Trust Law, but we cannot guarantee this to be the case.

We have a significant market position in certain other jurisdictions outside of Israel and cannot assure you that we are not, or will not become, subject to the laws relating to the use of dominant product positions in particular countries, which laws could limit our business practices and our ability to consummate acquisitions.

ITEM 4: Information on Caesarstone

A. History and Development of Caesarstone

Our History

Caesarstone Sdot-Yam Ltd. was founded in 1987 and incorporated in 1989 in the State of Israel. We are a leading manufacturer of high quality engineered quartz surfaces sold under our premium Caesarstone brand. Caesarstone is a pioneer in the engineered quartz surfaces industry. Our products consist of engineered quartz slabs that are currently sold in over 50 countries through a combination of direct sales in certain markets performed by our subsidiaries and indirectly through a network of independent distributors in other markets. Our products accounted for approximately 12% of global engineered quartz by volume in 2014. In 2008, 2010 and 2011, we acquired the business of our former Australian, Canadian and American distributors, respectively, and established such businesses within our own subsidiaries in such countries. We now generate a substantial portion of our revenues in the United States from direct distribution of our products. Our products are primarily used as kitchen countertops. Other applications include vanity tops, wall panels, back splashes, floor tiles, stair and other interior surfaces that are used in a variety of residential and non-residential applications. Our products' hardness, as well as their non-porous characteristics, offers superior scratch, stain and heat resistance, making them extremely durable and ideal for kitchen and other applications relative to competing products such as granite, manufactured solid surfaces and laminate. Through our innovative design and manufacturing processes we are able to offer a wide variety of colors, styles, designs and textures.

In March 2012, we listed our shares on the Nasdaq Global Select Market. We are a company limited by shares organized under the laws of the State of Israel. We are registered with the Israeli Registrar of Companies in Jerusalem. Our registration number is 51-143950-7. Our principal executive offices are located at Kibbutz Sdot-Yam, MP Menashe, 3780400, Israel, and our telephone number is +972 (4) 636-4555. We have irrevocably appointed Caesarstone USA as our agent to receive service of process in any action against us in any United States federal or state court. As of the date of this report, the address of Caesarstone USA is 6840 Hayvenhurst Ave., Suite 100, Van Nuys, California 91406. In March 2016, we intend to move the offices of Caesarstone USA to a new address, 9275 Corbin Avenue, Northridge, California, 91324. For more information about us, our website is www.caesarstone.com . The information contained therein or connected thereto shall not be deemed to be incorporated by reference in this annual report.

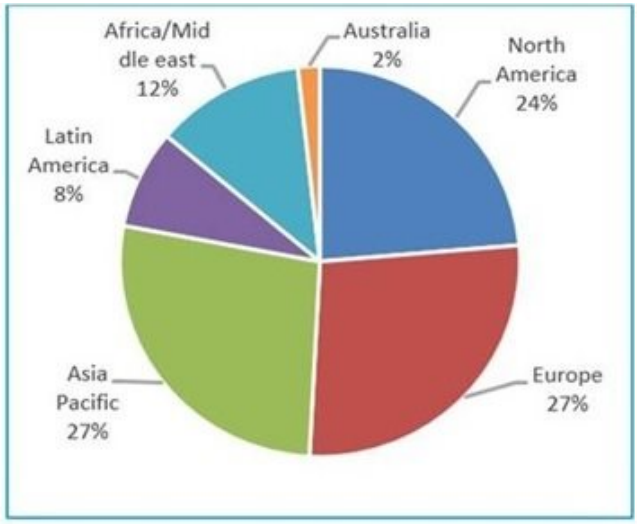
Principal Capital Expenditures

Our capital expenditures for fiscal years 2015, 2014 and 2013 amounted to $76.5 million, $86.4 million and $27.4 million, respectively. The majority of our investment activities have historically been related to the purchase of manufacturing equipment and components for our production lines, and in 2014 and 2015 the construction of a new manufacturing facility with two production lines in the United States. In order to support our overall business expansion, we will continue to invest in manufacturing equipment and components for our production lines and in further expanding manufacturing capacity as we may require, subject to growth in the demand for our products. Moreover, we may spend additional amounts of cash on acquisitions from time to time, if and when such opportunities arise. In 2015, we completed the vast majority of our investment in the two production lines of the U.S. manufacturing facility, which is estimated to cost approximately $130 million. Despite the fact that the timing of our next capacity expansion in the U.S. facility is not determined yet, we anticipate that our capital expenditures in 2016 will be significantly lower than 2015.

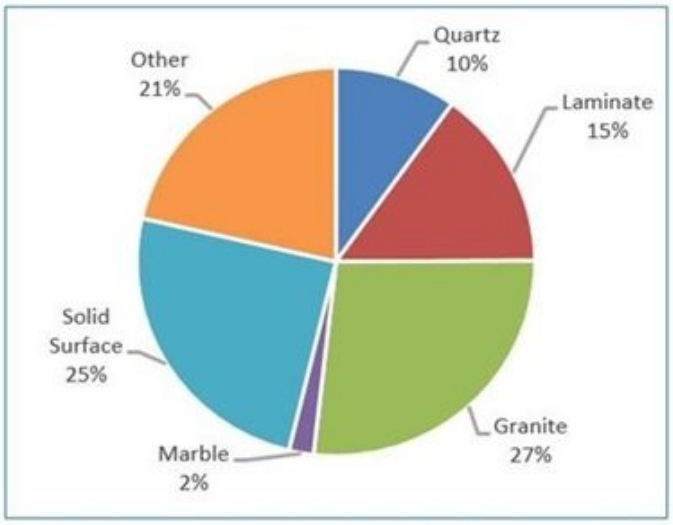
B. Business Overview

The global countertop industry generated approximately $81 billion in sales to end consumers in 2014 based on average installed price, which includes fabrication, installation and other related costs. Sales to end-consumers include sales to end-consumers of countertops as opposed to sales at the wholesale level from manufacturers to fabricators and distributors.

2014 Global Countertop Demand



2014 Global Countertop Demand by Material



We are a leading manufacturer of high-quality engineered quartz surfaces sold under our premium Caesarstone brand. Although the use of quartz is relatively new, it is the fastest growing material in the countertop industry and continues to take market share from other materials, such as granite, manufactured solid surfaces and laminate. Between 1999 and 2014, global engineered quartz sales to end-consumers grew at a compound annual growth rate of 15.7% compared to a 4.4% compound annual growth rate in total global countertop sales to end-consumers during the same period. In recent years, quartz penetration rate increased in our key markets, as detailed in the following chart:

Quartz penetration in our key markets

	For the year ended December 31,		
Region	**2014**	**2012**	**2010**
United States	8%	6%	5%
Australia	39%	35%	32%
Canada	18%	12%	9%
Israel	86%	85%	82%

Our products consist of engineered quartz slabs that are currently sold in over 50 countries through a combination of direct sales in certain markets and indirectly through a network of independent distributors in other markets. In 2011, we acquired our former U.S. distributor and now generate the substantial majority of our revenues in the United States from direct distribution of our products. Our products are primarily used as kitchen countertops in the renovation and remodeling and residential construction end markets. Other applications include vanity tops, wall panels, back splashes, floor tiles, stairs and other interior surfaces that are used in a variety of residential and non-residential applications. Our products' hardness, as well as their non-porous characteristics, offers superior scratch, stains and heat resistance, making them durable and ideal for kitchen and other applications relative to competing products such as granite, manufactured solid surfaces and laminate. Through our design and manufacturing processes we are able to offer a wide variety of colors, styles, designs and textures. In 2014, our products accounted for approximately 12% of global engineered quartz by volume and we have captured approximately 19%, 55%, 36% and 84% of the countertop market share in the United States, Australia, Canada and Israel, by volume, respectively.

From 2005 to 2007, our revenue grew at a compound annual growth rate of 37.9%, and during the more challenging global economic environment from 2007 to 2009, at a compound annual growth rate of 11.5%. From 2009 to 2015, our revenue grew at a compound annual growth rate of 20.6%. In 2015, we generated revenue of $499.5 million, net income attributable to controlling interest of $77.8 million, adjusted EBITDA of $125.7 million and adjusted net income attributable to controlling interest of $83.7 million. See "ITEM 3.A: Key Information—Selected Financial Data" for a description of how we define adjusted EBITDA and adjusted net income attributable to controlling interest and reconciliations of net income to adjusted EBITDA and net income attributable to controlling interest to adjusted net income attributable to controlling interest.

Our Products

Our products to date are generally marketed under the Caesarstone brand. The substantial majority of our products are installed as countertops in residential kitchens. Other applications of our products include vanity tops, wall panels, back splashes, floor tiles, stairs and other interior surfaces. Our engineered quartz slabs measure 120 inches long by 56 1/2 inches wide and 130 inches long by 65 inches wide with a thickness of 1/2 of an inch, 3/4 of an inch or 1 1/4 inches. Engineered quartz surfaces are typically comprised of approximately 90% natural crushed quartz and approximately 10% polyester and pigments. Our products' quartz composition gives them superior strength and resistance to heat, scratches, cracks and chips. Polyester, which acts as a binding agent in our products, make our products non-porous and highly resistant to stains. Pigments act as a dyeing agent to vary our products' colors and patterns.

We engineer our products with a wide range of colors, finishes, textures, thicknesses and physical properties, which help us meet the different functional and aesthetic demands of end-consumers. We offer a wide spectrum of design options in the engineered quartz surface industry with different colors, textures and finishes designed to appeal to end-consumers' preferences. Our designs range from fine-grained patterns to coarse-grained color blends with a variegated visual texture. Through offering new designs, we capitalize on Caesarstone's brand name and foster our position as a leading innovator in the engineered quartz surface industry.

Our product offerings include four collections, each of which is designed to have a distinct aesthetic appeal. We use a multi-tiered pricing model across our products and within each product collection ranging from lower price points to higher price points. Each product collection is designed, branded and marketed with the goal of reinforcing our products' premium quality.

We introduced our original product collection, Classico, in 1987, and today, this collection accounts for the majority of our sales. Within this product collection, we offer over 70 different colors, with four textures and three thicknesses generally available for each of the collection's colors. We have since introduced additional product collections, and currently have four collections: Classico, Concetto, Motivo, and Supernatural, which are marketed as specialty high-end product collections. The Concetto product collection, launched in 2003, features engineered quartz surfaces with hand-incorporated semi-precious stones. We launched our Motivo product collection in 2009, which features a range of patterned textures that can be customized. In 2012, we launched new products under our Supernatural collection, whose design was inspired by natural stone and which are manufactured using proprietary technology. We regularly introduce new colors and designs to our product collections based on consumer trends. In 2013, we introduced seven new colors to our Classico and Supernatural collections. In 2014, we introduced eight new colors to our Classico and Supernatural collections, including the Calacatta Nuvo product, which is inspired by the natural calacatta stone, and other products inspired by natural granite and marble. In 2015, we launched five new products under the Supernatural collection and four new colors under the Classico collection.

A key focus of our product development is a commitment to substantiating our claim of our products' superior quality, strength and durability. Our products undergo regular tests for durability and strength internally by our laboratory operations group and by external accreditation organizations. We are accredited by organizations overseeing safety and environment protection, such as the National Sanitation Foundation (NSF) and GREENGUARD Indoor Air Quality. Our products have been consistently ranked by the United States Green Building Council for their compliance with environmental standards, which allows contractors to receive Leadership in Energy and Design (LEED) points for projects incorporating our products.

Distribution

Our four largest markets based on sales are currently the United States, Australia, Canada and Israel. In 2015, sales of our products in these markets accounted for 44.7%, 22.1%, 14.2% and 7.9% of our revenues, respectively. Total sales in these markets accounted for 88.9% of our revenues in 2015. For a breakdown of revenues by geographic market for the last three fiscal years, see "ITEM 5.A: Operating Results and Financial Review and Prospects—Operating Results."

Direct Markets

We currently have direct sales channels in the United States, Australia, Canada, Israel and Singapore. Our direct sales channels allow us to maintain greater control over our entire sales channel within a market. As a result, we gain greater insight into market trends, receive feedback more readily from end-consumers, architects and designers regarding new developments in tastes and preferences, and have greater control over inventory management. Our subsidiaries' warehouses in each of these countries maintain inventories of our products and are connected to each subsidiary's sales department. We supply our products primarily to fabricators, who in turn resell them to contractors, developers, builders and consumers, who are generally advised by architects and designers to use Caesarstone products for a project

In Israel, where our headquarters and manufacturing operations are located, we distribute our products directly to several local distributors who in turn sell them to fabricators. This arrangement minimizes our financial exposure to end-consumers and provides us with significant depth of coverage in the Israeli market. Although we sell our products to distributors in this market, we consider this a direct market due to the warranty we provide to end-consumers, as well as our fabricator technical and health and safety instruction programs and our local sales and marketing activities. In the United States, Australia, Canada and Singapore we have established direct distribution channels with distribution locations in major urban centers complemented by arrangements with various third parties sub-distributors or stone suppliers in certain areas of the United States. As of 2014, in Australia, Canada and the United States, the adoption rate of the engineered quartz surfaces was approximately 39%, 18% and 8%, respectively, of the overall countertop market by volume, and we have captured approximately 55%, 36% and 19% of countertop market share in Australia, Canada and the United States, respectively.

In the United States, our Caesarstone USA subsidiary entered into an agreement with IKEA in May 2013. Pursuant to that agreement, we exclusively supply all non-laminate slabs to IKEA customers in the United States, in addition to fabricating and installing the slabs. The surfaces provided under this agreement are then marketed by IKEA without a brand name. We have engaged several third-parties fabricators to provide us with the fabrication and installation services designated for IKEA customers. In 2015, we primarily supplied to IKEA customers our quartz surfaces.

In October 2014 Caesarstone Canada entered into a similar agreement with IKEA Canada, and since December 2014 we have been acting as IKEA's exclusive non-laminate countertop vendor in Canada, and fabricating and installing the slabs. We have engaged several third-party fabricators to provide us with the fabrication and installation services designated for IKEA customers.

The agreements with IKEA and IKEA Canada will terminate on December 31, 2016 and January 31, 2017, respectively, unless terminated earlier in accordance with their terms. There is no assurance that these agreements will be renewed.

Indirect Markets

We distribute our products in other territories in which we do not have a direct sales channel through third-party distributors, who generally distribute our products on an exclusive or non-exclusive basis in a specific country or region to fabricators. Fabricators sell our products to contractors, developers, builders and consumers. In most cases, we engage one distributor to serve a country or region. Today, we sell our products in over 45 countries through third party distributors, and over 50 countries in total. Sales to third-party distributors accounted for 10.5% of our revenues in 2015. This strategy often allows us to accelerate our penetration into multiple new markets. Our distributors typically have prior stone surface experience and close relationships with fabricators, builders and contractors within their respective territory.

We work closely with our distributors to assist them in preparing and executing a marketing strategy and comprehensive business plan; however, our distributors are responsible for the sales and marketing of our products and providing technical support to their customers within their respective territories. To assist our distributors in the promotion of our brand in these markets, we provide our distributors with marketing materials and in certain cases, monetary participation in marketing activities. Our distributors devote significant effort and resources to generating and maintaining demand for our products along all levels of the product supply chain in their territory. To this end, distributors use our marketing products and strategies to develop relationships with local builders, contractors, developers, architects and designers.

Sales and Marketing

Sales

In the United States, Australia, Canada and Singapore we sell our products through our subsidiaries, that primarily sell them directly to fabricators with remainder of sales to sub-distributors and resellers, such as stone suppliers, in the United States. In the United States and Canada, we also sell to IKEA, where we also provide fabricating and installation services, through third-party fabricators engaged by us. Like in our indirect markets, in Israel, we sell to a limited number of distributors who sell our products to fabricators; however, we consider this a direct market due to our sales and marketing activities in this country, as well as our fabricator technical and health and safety instruction program and warranty program . In our indirect markets we sell to third-party distributors who in turn sell our products to fabricators and installers. For our direct sales, we manufacture engineered quartz slabs based upon our rolling projections of the demand for our products, and for our indirect sales, we manufacture our products on a purchase order basis. In both cases, we ship our products from our two manufacturing facilities in Israel, and, beginning in the second quarter of 2015, we serve the North American market also from our manufacturing facility in the United States.

In our indirect sales markets, we sell our products to distributors who are responsible for selling our products to fabricators. In some cases, our distributors operate their own fabrication facilities. In some cases, our distributors sell to sub-distributors located within the territory who in turn sell to fabricators. Unlike distributors, sub-distributors do not engage in brand promotion activities and their activities are limited to sales promotion, warehousing and distributing to fabricators or other customers. We do not control the pricing terms of our distributors' or sub-distributors' sales to fabricators. As a result, prices for our products for fabricators may vary among markets.

In recent years, our sales department, responsible for our global sales to third parties, which is based in Israel, has focused on penetrating new markets, as well as further developing our key growth indirect sales markets. We have developed a comprehensive methodology for evaluating and entering new markets. In particular, we analyze several factors within a market, including existing demand for stone products, supported by stone installation capabilities, gross domestic product per capita, the competitive landscape and the economic growth rate. We focus our efforts on those markets that we believe offer significant growth opportunity for our products. Potential distributors are evaluated based on their experience in the surface products industry, logistics and distribution capabilities and suitability to market our products. In recent years, we significantly increased the number of countries where we conduct indirect sales by appointing distributors in several new countries on an exclusive or non-exclusive basis, including Belgium, Russia, and countries in Eastern Europe. We intend to continue to penetrate new markets in collaboration with distributors.

In recent years, we have also significantly increased our revenues within our existing key direct markets in the United States, Australia, Canada and Israel. We believe our products still have significant growth opportunities in the United States, Australia and Canada. We intend to continue to invest resources to further strengthen and increase our penetration in each of these markets.

Marketing

We position our engineered quartz surfaces as premium branded products in terms of their designs, quality and pricing. Through our marketing, we seek to convey our products' ability to elevate the overall quality of an entire kitchen or other interior setting. Our marketing strategy is to deliver this message every time our customers (including end-customers), fabricators, architects and designers come in contact with our brand. We also aim to communicate our position as a design-oriented global leader in engineered quartz surface innovation and technology.

The goal of our marketing activities is to drive marketing and sales efforts through our subsidiaries and our distributors, while creating demand for our products from end-consumers, fabricators, contractors, architects and designers, which we refer to as a "push-and-pull demand strategy." We believe that the combination of both pushing our products through all levels of the product supply chain while generating demand from end-consumers differentiates us from our competitors in the engineered quartz and surface material industries.

We believe that by localizing our marketing activities at the distributor level (including in our direct markets), we increase the global exposure of our brand while tailoring marketing activities to the individual needs, tastes and preferences of a particular country. As such, marketing activities across our markets differ as we aim to promote sales among those who have the greatest influence on public perception in each market.

We and our distributors implement a multi-channel marketing strategy in each of our territories and market not only to our direct customers, but to the entire product supply chain, including fabricators, developers, contractors, kitchen retailers, builders, architects and designers. We use multiple marketing channels, including advertisements in home interior magazines and websites, the placement of our display stands and sample books in kitchen retails stores and our company website. Through our "Caesarstone University" program we educate fabricators about our products and their capabilities and installation methods through manuals and seminars. As a result, our markets benefit from highly trained fabricators with a comprehensive understanding of our products and the ability to install our products in a variety of applications.

Our marketing materials are developed by our global marketing department in Israel and are used by our distributors and subsidiaries globally. These materials may be slightly adjusted in their respective local markets, which helps in combining the special needs of each market and the global consistency of the Caesarstone brand. We offer our distributors a refund of a small percentage of their total purchases from us to buy our marketing materials, such as product brochures, promotional packages, print and online advertising materials, sample books, exhibition infrastructure, signage and stationary and display stands. This provides our distributors with significant flexibility to choose the best marketing strategy to implement in their particular territory. Occasionally, our local marketing departments in the United States, Australia and Canada develop their own tactical marketing materials in accordance with our global brand guidelines, in addition to using our marketing materials, due to the size and particular characteristics of these territories. In 2015, we spent $22.4 million on direct advertising and promotional activities.

Our websites are a key part of our marketing strategy. We operate a global company website that serves as an international website for our distributors. Certain of our third-party distributors and our Australian subsidiary maintain their own websites, which are in accordance with our brand guidelines and linked to our website. Our websites enable fabricators and end-consumers to view currently available designs, photo galleries of installations of our products in a wide range of settings, and read product success stories, which feature high profile individuals' and designers' use of our products, as well as instructions with respect to the correct usage of our products. We also conduct marketing activity in the social media arena mainly to increase our brand awareness among end-consumers, architects and designers.

We also seek to increase awareness of our brand and products through a range of other methods, such as home design shows, design competitions, media campaigns and through our products' use in high profile projects and iconic buildings. In recent years, we have collaborated with renowned designers, who created exhibitions and particles from our products. Our design initiatives attracted press coverage around the world.

Research and Development

Our research and development department is located in Israel. The department is comprised of 15 employees and works closely with employees from other departments, all of whom have extensive experience in engineered quartz surface manufacturing, polymer science, engineering, product design and engineered quartz surface applications. Between 2009 and 2013, a small portion of our research and development efforts had benefited from grants from the OCS in the Israeli Ministry of Economy and Industry. In 2015, research and development costs accounted for approximately 0.6% of our total revenues.

The strategic mission of our research and development team is to develop and maintain innovative and leading technologies and top quality designs, develop new and innovative products according to our marketing department's roadmap, increase the cost-effectiveness of our manufacturing processes and raw materials, and generate and protect company intellectual property in order to enhance our position in the engineered quartz surface industry. We also study and evaluate consumer trends by attending industry exhibitions and hosting international design workshops with market and design specialists from various regions.

In 2012, we launched the Supernatural collection. These products are designed to reflect our interpretation of natural stone. In 2013, we introduced seven new colors under our Classico and super natural collections. In 2014, we introduced eight additional new colors under our Classico and super natural collections, including our Calacatta Nuvo, which is our interpretation of natural calacatta stone, and other products inspired by natural granite and marble, all of which were the result of new proprietary technologies developed by our research and development department. In 2015, we launched additional products under our Supernatural collection and further colors under our Classico collection.

Customer Service

We believe that our ability to provide outstanding customer service is a strong competitive differentiator. Our relationships with our customers are established and maintained through the coordinated efforts of our sales, marketing, production and customer service personnel. In our indirect markets, we provide all of our distributors a limited direct manufacturing defect warranty and our distributors are responsible for providing warranty coverage to end-customers. The warranties provided by our distributors vary in term with a three-year warranty provided in Europe and warranties lasting up to 20 years in other regions. In our direct markets, the warranty period also varies. We provide end-consumers with limited lifetime warranties in the United States and Canada, a ten-year limited warranty in Australia, and a three-year limited warranty in Israel. For end-consumers, warranty issues on our products are addressed by our local distributor. In our direct markets, following an end-consumer call, our technicians are sent to the product site within a short time. We train our distributors to handle local warranty issues through our "Caesarstone University" program. The Caesarstone University program includes readily accessible resources and tools regarding the fabrication, installation, care and maintenance of our products. We believe our comprehensive global customer service capabilities and the sharing of our service related know-how differentiate our company from our competitors.

Raw Materials and Service Provider Relationships

Quartz, pigment and polyester are the primary raw materials used in the production of our products. We acquire our raw materials from third-party suppliers. Suppliers ship our raw materials to our manufacturing facilities in Israel primarily by sea and to our U.S. facility the supply sources are primarily domestic, except for quartz, which is mostly imported. Our raw materials are generally inspected at the suppliers' facilities and upon arrival at our manufacturing facilities in Israel and the U.S. We believe our strict raw material quality control procedures differentiate our products from those of our competitors because they limit the number of product defects and contribute to the superior quality and appearance of our products. The cost of our raw materials consists of the purchase prices of such materials and costs related to the logistics of delivering the materials to our manufacturing facilities. Our raw materials costs are also impacted by changes in foreign currency exchange rates.

Quartz, which includes quartz, quartzite and other dry minerals, is the main raw material component used in our products, and is acquired from manufacturers generally in Turkey, India, Israel and a number of European countries. In 2015, we started to acquire limited quantities of quartz from the United States for our manufacturing operations in this country. We require supplies of particular grades of quartz for our products. In 2015, approximately 71% of our quartz was imported from four suppliers in Turkey, out of which approximately 41% was acquired from Mikroman, which constitutes approximately 29% of our total quartz, and approximately 36% was acquired from Polat, which constitutes approximately 25% of our total quartz. Our current supply arrangement with Polat is set forth in a letter agreement, and our arrangement with Mikroman is currently memorialized in an unsigned draft letter agreement which is being finalized as of the date of this report. We expect our agreements with Mikroman and Polat with respect to prices and quantities to remain unchanged through the end of 2016. However, if they fail to perform in accordance with these arrangements, we may not be successful in enforcing them. If we are unable to agree upon prices with such suppliers or effectively enforce the terms of these arrangements, our suppliers could cease supplying us with quartzite, which are used across all of our products. If our supply of quartzite from Turkey is adversely impacted or if, for any other reason, any of our Turkish quartzite suppliers does not perform in accordance with our agreements with them or ceases supplying us with quartzite, for any reason, we would need to locate and qualify alternative suppliers. This could result in substantial delays, increase our costs, negatively impact quality of our products or require us to adjust our products and our manufacturing processes. Any such delays in or disruptions to the manufacturing process could materially and adversely impact our reputation, revenues and results of operations as well as other business aspects, such as our ability to serve our customers and meet their order requests.

Aside from our arrangements with Mikroman and Polat described above, we typically transact business with our quartz suppliers on an annual framework agreement basis, under which we execute purchase orders from time to time. Quartz imported from Turkey, Europe and Israel for our U.S. manufacturing facility entails higher transportation costs. In 2016, we intend to acquire quartz for our U.S. manufacturing facility mainly from those sources while continuing to review local suppliers as alternatives.

Raw quartz must be processed into finer grades of sand and powder before we use it in our manufacturing process. We purchase quartz from our quartz suppliers already processed by them. In 2011 and 2012, our cost of quartz was relatively stable. From 2013 to 2015, we experienced selective price increases from our Turkish quartz suppliers, such that the average cost of quartz supplied to our facilities in Israel increased by approximately 3% and 4% in 2013 and 2014, respectively, and decreased by approximately 1.5% in 2015. The latest reduction was related to an approximately 16% devaluation of the euro compared to the U.S. dollar in 2015 on an annual average basis, which affected the cost of purchasing quartz from non-Turkish European suppliers. Given that quartz imported to our U.S. manufacturing facility involves higher transportation costs, our total average quartz costs increased by approximately 1.3% in 2015. In 2016, there are no material changes to the price of quartz in our arrangements with suppliers. Any future increases in quartz prices may adversely impact our margins and net income.

In most cases, we acquire polyester on a purchase order basis, from several European suppliers for our production in Israel and U.S. suppliers for our production in the U.S., based on our projected needs for the subsequent one to three months. Currently, suppliers are unwilling to agree to preset prices for periods longer than a quarter. Our cost of polyester, which generally correlates with oil prices, has fluctuated significantly. In 2010, average polyester cost increased by approximately 9%, despite an approximately 20% increase of the cost denominated in euros, given a stronger NIS (our functional currency during this period) compared to the euro. In 2011, there was a further increase of approximately 12%, both in the NIS and in the euro. During 2012 through 2014, average polyester costs stabilized with up to 2% deviations in euro and up to 5% U.S. dollars (our functional currency since July 1, 2012). In 2015, average polyester costs decreased by approximately 27%, of which approximately 12% was due to a change in our prices denominated in euros, and the balance related to an approximately 16% weakening of the euro compared to the U.S. dollar on an average annual basis.

Pigments for our production in Israel are purchased from Israel and suppliers abroad. Pigments for our U.S. production are primarily purchased from the U.S. We are exposed to fluctuations in the prices of pigments, although to a lesser extent than with polyester.

Our strategy is to maintain, whenever practicable, multiple sources for the purchase of our raw materials to achieve competitive pricing, provide flexibility and protect against supply disruption.

Manufacturing and Facilities

Our products are manufactured at our three manufacturing facilities located in Kibbutz Sdot-Yam in central Israel, Bar-Lev Industrial Park in northern Israel and Richmond-Hill, Georgia in the U.S. We completed our Bar-Lev manufacturing facility in 2005, which included our third production line, and we established our fourth production line at this facility in 2007 and our fifth production line at this facility in 2013. We began to partially operate the fifth production line at our Bar-Lev facility in the fourth quarter of 2013, and to fully operate it in the second quarter of 2014.We completed our U.S. manufacturing facility in 2015, where we began to operate our sixth production line in the second quarter of 2015 and our seventh line in the fourth quarter of 2015. Finished slabs are shipped from our facilities in Israel to distributors and customers worldwide and from our U.S facility to customers in North America. In addition, we have taken initial steps towards establishing our second building in the State of Georgia, to accommodate additional manufacturing capacity in the future as needed to satisfy potential demand. For further discussion of our facilities, see “ITEM 4.D: Information on Caesarstone—Property, plants, and equipment.”

The manufacturing process for our products involves blending approximately 90% natural crushed quartz with approximately 10% polyester and pigments. Using machinery acquired primarily from Breton, the leading supplier of engineered stone manufacturing equipment, together with our proprietary manufacturing enhancements, this mixture is compacted into slabs by a vacuum and vibration process. The slabs are then moved to a curing kiln where the cross-linking of the polyester is completed. Lastly, the slabs are gauged, calibrated and polished to enhance shine.

We maintain strict quality control and safety standards for our products and manufacturing process. As a result, we believe that utilizing in-house manufacturing facilities are the most effective way to ensure that our end-consumers receive high quality products. Our manufacturing facilities have several safety certifications from third-party organizations, including an OHSAS 18001 safety certification from the International Quality Network for superior manufacturing safety operations.

Seasonality

For a discussion of seasonality, please refer to “ITEM 5.A: Operating and Financial Review and Prospects—Operating Results—Quarterly results of operations and seasonality.”

Competition

We believe that we compete principally based upon product quality, new product development, brand awareness and position, pricing, customer service and breadth of product offerings. We believe that we differentiate ourselves from competitors on the basis of our signature product designs, our ability to offer our products in major markets globally, our focus on the quality of our product offerings, our customer service oriented culture, our high involvement in the product supply chain and our leading distribution partners.

The dominant surface materials used by end-consumers in each market vary. Our engineered quartz surface products compete with a number of other surface materials such as granite, laminate, marble, manufactured solid surface, concrete, stainless steel, wood and ceramic large slabs, a new countertop surface material entrant. The manufacturers of these products consist of a number of regional and global competitors. Some of our competitors may have greater resources than we have, and may adapt to changes in consumer preferences and demand more quickly, expand their materials offering, devote greater resources to design innovation and establishing brand recognition, manufacture more versatile slab sizes and implement processes to lower costs.

The engineered quartz surface market is highly fragmented and is also served by a number of regional and global competitors. We also face competition from low-cost manufacturers from Asia, especially from China, and from Europe. Large multinational companies have also invested in their engineered quartz surface production capabilities. We believe that we are likely to encounter strong competition from these competitors as a result of consolidation that may take place in the industry in the future. Such consolidation is likely to occur as a result of the economies of scale associated with engineered quartz manufacturing that are becoming important to remain competitive in an increasingly global engineered quartz surface market and will be increasingly important as the engineered quartz market matures in the future.

Information Technology Systems

We believe that an appropriate information technology infrastructure is important in order to support our daily operations and the growth of our business. Our ERP software provides us with accessible quality data and allows us to accurately enter, price and configure valid products in a made-to-order, demand-driven manufacturing environment. Carefully maintained infrastructure is critical, given that our products can be built in a number of combinations of sizes, colors, textures and finishes, and our production control software enables us to carefully monitor the quality of our slabs. Given our global expansion, we implemented a global ERP based on an Oracle platform, in 2013 and 2014.

Intellectual Property

Our Caesarstone brand is central to our business strategy, and we believe that maintaining and enhancing the Caesarstone brand is critical to expanding our business.

We have obtained trademark registrations in certain jurisdictions that we consider material to the marketing of our products, all of which are used under the trade mark Caesarstone, including CAESARSTONE®, CONCETTO®, and our Caesarstone logo. We have obtained trademark registrations for additional marks that we use to identify certain product collections, including MOTIVO®, as well as other marks used for certain of our products. While we expect our applications to mature into registrations, we cannot be certain that we will obtain such registrations. In many of our markets we also have trademarks, including registered and unregistered marks, on the colors and models of our products. We believe that our trademarks are important to our brand, success and competitive position. In the past, some of our trademark applications for certain classes of our products' applications have been rejected or opposed in certain markets and may be rejected for certain classes in the future, in all or parts of our markets, including without limitation, for flooring and wall cladding. We are currently subject to opposition proceedings with respect to applications for registration of our trademark Caesarstone™ in certain jurisdictions.

To protect our know-how and trade secrets, we customarily require our employees and managers to execute confidentiality agreements or otherwise agree to keep our proprietary information confidential. Typically, our employment contracts also include clauses requiring these employees to assign to us all inventions and intellectual property rights they develop in the course of their employment and agree not to disclose our confidential information.

In addition to confidentiality agreements, we seek patent protection for some of our latest technologies. We have obtained patents for certain of our technologies and have pending patent applications that were filed in various jurisdictions, including the United States, Europe, Australia, Canada, China and Israel, which relate to our manufacturing technology and certain products. No patent application of ours is material to the overall conduct of our business. There can be no assurance that pending applications will be approved in a timely manner or at all, or that such patents will effectively protect our intellectual property. There can be no assurance that we will develop patentable intellectual property in the future, and we have chosen and may further choose not to pursue patents for innovations that are material to our business.

Environmental and Other Regulatory Matters

Environmental and Health and Safety Regulations

Our manufacturing facilities and operations in Israel and our manufacturing facility in the State of Georgia, United States, whose first and second production lines became operational in 2015, are subject to numerous Israeli and U.S. environmental and workers' health and safety laws and regulations, respectively. Applicable U.S. laws and regulations include federal, state and local laws and regulations, and specifically of the State of Georgia. Laws and regulations in both countries deal with pollution and the protection of the environment, setting standards for emissions, discharges into the environment or to water, soil and water contamination, product specifications, generation, the treatment, import, purchase, use, storage and transport of hazardous materials, and the storage, treatment and disposal and remediation of solid and hazardous waste, including sludge and protection of worker health and safety. Violations of environmental, health and safety laws, regulations and permit conditions may lead to civil, and criminal sanctions against us, our directors, officers or our employees, Caesarstone Technologies USA, Inc., our subsidiary which operates our U.S. facility, and our subsidiary's officers and employees, and, in some cases, may result in compelling installation of additional controls and substantial penalties, injunctive orders as well as permit revocations and facility shutdowns. Violations of environmental laws could also result in obligations to investigate or remediate contamination, third-party property damage or personal injury claims allegedly due to the migration of contaminants off-site. New Israeli and U.S. environmental and health and safety laws and regulations, new interpretations of existing laws and regulations, increased governmental enforcement of laws and regulations or other developments in Israel and in the U.S. could also require us to make additional expenditures. Many of these laws and regulations are becoming increasingly stringent, and the cost of compliance with these requirements can be expected to increase over time.

Beyond being subject to regulatory and legal requirements, our manufacturing facilities in Israel and in the United States may operate under applicable permits, licenses and approvals with terms and conditions containing a significant number of prescriptive limits and performance standards. The business licenses for our facilities contain conditions related to a number of requirements, including with respect to dust emissions, air quality, the disposal of effluents and process sludge, and the handling of waste, chemicals and hazardous materials. In particular, our manufacturing facilities in Israel are subject to specific conditions set forth in the business licenses and permits related to the use, storage and discharge of hazardous materials granted by national and municipal authorities. All of these permits, licenses, approvals, limits and standards require a significant amount of monitoring, record-keeping and reporting in order for us to demonstrate compliance with the underlying permit, license, approval, limit or standard. Non-compliance or incomplete documentation of our compliance status may result in the imposition of fines, penalties and injunctive relief, or the stripping of our license to operate our business.

From time to time, we face environmental and health and safety compliance issues related to our two manufacturing facilities in Israel.

- *Styrene gas emissions.* The IMPE requires us to comply with the applicable obligations under the law and regulations related to styrene gas emission at both of our manufacturing facilities in Israel. We installed and implemented systems which we believe reduce the amount of styrene emissions as required and presented to IMPE a plan to further improve our control of styrene emission at our Bar Lev facility and comply with the styrene gas emission standards. We intend to continue monitoring, and, if necessary, applying corrective measures to control the styrene emissions at our facilities. With respect to our Sdot-Yam facility, the IMPE summoned us to a hearing held in January 2014, where it recommended an investigation to examine its allegations that, based on IMPE's samplings, we exceeded the ambient air standards. In a further hearing held in December 2015, the IMPE indicated that it intends to conduct unannounced inspections of our Sdot-Yam facility. The IMPE has indicated that it would conduct such inspections of our Bar Lev facility as well. If the IMPE decides that we do not fully comply with the styrene emission standards, our business license may be revoked, our facilities' operation may be limited or could be shut down and we could become subject to civil and criminal sanctions.

- *Waste water disposal.* We currently dispose of our waste water from our Bar-Lev and Sdot-Yam manufacturing facilities in a treatment plant pursuant to permits obtained from the IMPE that are currently effective until March 31, 2016 and December 31, 2016, respectively. If we are unable to extend our permits or the treatment plant does not obtain a renewal of its permit, we may need to use alternative treatment facilities and adjust to their standards and requirements, which may result in additional expenses.

- *Dust emissions.* With respect to dust emissions both into the environment and inside our manufacturing facilities in Israel, we are implementing measures in order to achieve compliance with dust emission environmental standards and meet the health and safety standards with respect to permissible exposure limits. Recently we were notified by the IMEI that due to deviations from the dust and styrene emission standards in our Bar Lev facility, it objected to the renewal of the business license for our Bar Lev facility. The business license for our Bar Lev facility was extended until April 30, 2016, and we are in discussions with the IMEI in order to obtain their approval for a further extension.

- *Fire protection measures.* We have established programs with the fire regulation authorities to adjust our fire protection measures to comply with their requirements and we are implementing the measures in our facilities in accordance with such programs. We received the fire regulation authorities' approval for our Bar-Lev facility effective until April 2, 2016. We have submitted an updated follow up program to the fire regulation authorities with respect to our Sdot- Yam facility and it is currently pending their approval.

- *Sludge waste disposal*

    - In January 2010, the IMPE ordered us to remove sludge waste that was disposed of in 2009 in a number of locations in northern Israel claiming that such disposal was unlawful. We have engaged in discussions with the IMPE with respect to which sites will require waste removal. We performed a feasible and practical clean-up project and currently believe that the clean- up was sufficient and that we have no further exposure in this respect.

    - In 2014, the IMPE analyzed our sludge waste and determined to classify our sludge as solid industrial waste. Such classification results in higher charges imposed on us in connection with the sludge disposal.

In addition, we operate in Israel under Poison Permits that regulate our use of poisons and hazardous materials. Our current Poison Permits are valid until the beginning of 2017 and impose on us certain requirements. Our inability to maintain each of such Poison Permits or to renew them could negatively impact our financial condition and result of operations. Failing to comply with such Poison Permits conditions may also expose us and our officers to criminal liability.

Other than as described above, we believe that we operate our facilities in compliance in all material respects with applicable environmental and health and safety requirements. However, there can be no guarantee that these or newly discovered matters will not result in material costs or investments or otherwise interrupt our business operation.

Continued government and public emphasis on environmental issues can be expected to result in increased future investments for environmental controls at ongoing operations, which could negatively impact our financial condition and results of operations. Our ability to obtain necessary permits and approvals may be subject to additional costs and possible delays beyond what we initially plan for. We are seeking to obtain building permits with respect to buildings and installations that we have added at our manufacturing facilities in Israel, although we cannot assure that we will be able to obtain such building permits.

Other Regulation

We are subject to the Israeli Rest Law, which, among other things, prohibits the employment of Jewish employees on Saturdays and Jewish holidays, unless a permit is obtained from the IMEI. In January 2016, we received a permit from the IMEI to employ Jewish employees on Saturdays and Jewish holidays in connection with the operation of most of the machinery in our Sdot-Yam facility, effective until December 31, 2017. There is no assurance that we will be able to obtain such permit in the future or employ non-Jewish employees on Saturdays and Jewish holidays. Prior to obtaining such permit, we operated our Sdot- Yam facility six days a week from the fourth quarter of 2015. Following the receipt of such permit, we may operate our Sdot-Yam plant on Saturdays as we may need. In our Bar-Lev facility, our Jewish employees do not work on Saturdays and Jewish holidays, while our non-Jewish employees are employed on such days.

If we are deemed to be in violation of the Rest Law, we and our officers may be exposed to administrative and criminal liabilities, including fines, and our operational and financial results could be materially adversely impacted. If we fail to receive a permit in the future, or if we are unsuccessful in employing only non-Jewish employees on Saturdays , we may be required to halt the operations of our facilities in Israel on those days, have less production capacity and as a result experience a material adverse effect on our revenues and profitability.

Legal proceedings

See "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings."

C. Organizational Structure

The legal name of our company is Caesarstone Sdot-Yam Ltd. On December 3, 2015, our shareholders resolved to change our legal name to "Caesarstone Ltd.". Under the Companies Law, in order for such change to enter into effect, the Israeli Register of Companies (the " **Registrar** ") has to approve such change. As of the date of this annual report, we have not obtained the approval of the Registrar for such name change and therefore currently our legal name remains unchanged.

Caesarstone was organized under the laws of the State of Israel. We have four wholly-owned subsidiaries: Caesarstone Australia Pty Limited, which is incorporated in Australia, Caesarstone South East Asia PTE LTD, which is incorporated in Singapore, Caesarstone USA, Inc. and Caesarstone Technologies USA, Inc. (which is wholly-owned by Caesarstone USA, Inc.), both of which are incorporated in the United States.

We hold a 55% ownership interest in Caesarstone Canada, a joint venture we established in 2010 with our former distributor in Eastern Canada, Ciot, which operates fabrication facilities and is also a significant customer of Caesarstone Canada. The approval of both shareholders is required for certain corporate actions by the joint venture, including reducing the selling price of the joint venture's products below a certain level. The joint venture has entered into a services agreement with Ciot pursuant to which Ciot provided logistical and support services to the joint venture. As of December 31, 2015, these services are no longer provided by Ciot. Caesarstone Canada is also obligated to distribute 30% of its profits per year as a dividend to its shareholders unless shareholder approval is obtained not to distribute such dividend. As of the date of this report, no such dividend has been distributed. In addition, we granted Ciot a put option and Ciot granted us a call option for its interest each exercisable any time between July 1, 2012 and July 1, 2023. Exercise of the put option requires six months' prior notice, and if Ciot exercises such option in the future, we will be required to make a cash payment to them. Exercise of the call option does not require prior notice. The different purchase prices of each option following such an exercise is to be calculated based on the corporate value of Caesarstone Canada according to a formula that evaluates the number of slabs sold by Caesarstone Canada and the price per slab for Caesarstone Canada. In January 2011, a loan in the amount of Canadian dollar 4.0 million was made to Caesarstone Canada by its shareholders, Ciot and ourselves, on a pro rata basis.

We sell our products in over 50 countries through our subsidiaries and distributors.

D. Property, Plants and Equipment

Our manufacturing facilities are located on the following properties in Israel and the United States:

Properties	Issuer's rights	Location	Purpose	Size
Kibbutz Sdot-Yam(1)	Land Use Agreement	Caesarea, Central Israel	Headquarters, manufacturing facility, research and development center	30,744 square meters of facility and 60,870 square meters of un-covered yard*
Bar-Lev Industrial Park (2)	Land Use Agreement	Carmiel, Northern Israel	Manufacturing facility	22,137 square meters of facility and 53,261 square meters of un-covered yard* *
Belfast Industrial Center(3,4)	Ownership	Richmond Hill, Georgia, United States	Manufacturing facility	26,400 square meters of facility and 401,110 square meters of un-covered yard (excluding 56,089 square meters of wetland)

* Square-meter figures with respect to properties in Israel are based on data measured by the relevant municipalities used for local tax purposes

** Square-meter figures based on data used by Israeli municipalities for local tax purpose is adjusted to reflect the property leased from Kibbutz Sdot-Yam as agreed between us and the Kibbutz during year 2014.

(1) Leased pursuant to a land use agreement with Kibbutz Sdot-Yam entered into in March 2012 with a term of 20 years, which replaced the former land use agreement. Starting from January 2014, we use additional office space of approximately 400 square meters under terms materially similar to the land use agreement. Starting from September 2014 we use an additional 9,000 square meters pursuant to Kibbutz Sdot-Yam's consent under terms materially similar to the land use agreement. However, we have the right to return such additional office space and premises to Kibbutz Sdot-Yam at any time upon 90 days' prior written notice. The lands on which these facilities are located are held by the ILA and leased or subleased by Kibbutz Sdot-Yam pursuant to agreements described in "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions—Relationship and agreements with Kibbutz Sdot-Yam—Land use agreement."

(2) Leased pursuant to a land use agreement with Kibbutz Sdot- Yam entered into in March 2011, with a term of 10 years commencing in September 2012, that will be automatically renewed, unless we give two years prior notice, for an additional 10- year term. This agreement was executed simultaneously with the land purchase and leaseback agreement we entered into with Kibbutz Sdot- Yam, according to which Kibbutz Sdot- Yam acquired from us our rights in the lands and facilities of the Bar Lev industrial center, under a long term lease agreement we entered into with the ILA on June 6, 2007 to use the premises for an initial period of 49 years as of February 6, 2005, with an option to renew for an additional term of 49 years as of the end of the initial period. For more information, see "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions—Relationship and agreements with Kibbutz Sdot-Yam—Land purchase agreement and leaseback."

(3) On September 17, 2013, we entered into a purchase agreement for the purchase of approximately 45 acres of land in Richmond Hill, the State of Georgia, United States, comprising approximately 36.6 acres of upland and approximately 9 acres of wetland for our new U.S. manufacturing facility, the construction of which was completed in 2015. On June 22, 2015, we exercised a purchase option in the agreement and acquired approximately 19.4 acres of land, comprising approximately 18.0 acres of upland. On November 25, 2015, we entered into a new purchase agreement for the purchase of approximately 54.9 acres of additional land situated adjacent to the previously purchased land, comprising approximately 51.1 acres of upland.

(4) In December 2014, we entered into a bond purchase loan agreement, were issued a taxable revenue bond on December 1, 2014, and executed a corresponding lease agreement, pursuant to which the Development Authority of Bryan County, an instrumentality of the State of Georgia and a public corporation (" **DABC** "), has acquired legal title of our facility in Richmond Hill, in the State of Georgia, U.S., and in consideration leased such facilities back to us. In addition, the facility was pledged by DABC in favor of us and DABC has committed to re-convey title to the facility to us upon the maturity of the bond or at any time at our request, upon our payment of $100 to DABC. Therefore, we consider such facilities to be owned by us. This arrangement was structured to grant us property tax abatement for ten years at 100% and additional five years at 50%, subject to our satisfying certain qualifying conditions with respect to headcount, average salaries paid to our employees and the total capital investment amount in our U.S. plant. In December 2015 we entered into an additional bond purchase loan agreement with the Development Authority of Bryan County, and were issued a second taxable revenue bond on December 22, 2015, to cover additional funds and assets which were utilized in the framework of establishing our U.S. facility. For a discussion of our expansion of this facility, including its financing and its related expenses, see "ITEM 4.A: Information on Caesarstone—History and Development of Caesarstone—Principal Capital Expenditures" and "ITEM 3.D: Key Information—Risk Factors— *If demand for our products continues to grow, we may need to further expand our manufacturing facility in the United States. If we fail to achieve this further expansion, we may be unable to grow our business and revenue, maintain our competitive position or improve our profitability.* "

Various environmental issues may affect our utilization of the above-mentioned facilities. For a further discussion, see "—Environmental Regulations" above.

ITEM 4A: Unresolved Staff Comments

Not applicable.

ITEM 5: Operating and Financial Review and Prospects

A. Operating Results

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our financial information presented in "ITEM 3: Key Information," our audited consolidated balance sheets as of December 31, 2015 and 2014, the related consolidated income statements and cash flow statements for each of the three years ended December 31, 2015, 2014, and 2013, and related notes and the information contained elsewhere in this annual report. Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles. See "ITEM 3.D: Risk Factors" and "Special Note Regarding Forward Looking Statements."

Company overview

We are a leading manufacturer of high-quality engineered quartz surfaces sold under our premium Caesarstone brand. The substantial majority of our quartz surfaces are used as countertops in residential kitchens and sold primarily into the renovation and remodeling end markets. Other applications for our products include vanity tops, wall panels, back splashes, floor tiles, stairs and other interior surfaces that are used in a variety of residential and commercial applications.

Founded in 1987, Caesarstone is a pioneer in the engineered quartz surface industry. We have grown to become the largest provider of quartz surfaces in Australia, Canada, Israel, France and South Africa, and have significant market share in the United States and Singapore. Our products accounted for approximately 12% of global engineered quartz by volume in 2014. Our sales in the United States, Australia, Canada and Israel, our four largest markets, accounted for 44.7%, 22.1%, 14.2% and 7.9% of our revenues in 2015, respectively. We believe that our revenues will continue to be highly concentrated among a relatively small number of geographic regions for the foreseeable future. For further information with respect to our geographic concentration, see "ITEM 3.D: Key Information—Risk Factors— *Our revenues are subject to significant geographic concentration and any disruption to sales within one of our key existing markets could materially and adversely impact our results of operations and prospects".*

We have direct sales channels in the United States, Australia, Canada, Israel and Singapore. We generate the majority of our revenues in the United States from direct distribution of our products throughout the country. In Australia, we generate the substantial majority of our business from direct distribution. In Israel, we distribute our products directly to several local distributors who in turn sell primarily to fabricators. We sell our products in Canada through a joint venture in which we hold a 55% interest. We also sell our products directly in Singapore. In our remaining markets, we distribute our products through third-party distributors. In each of our markets, fabricators typically sell our products to end consumers, contractors, developers and builders who are generally advised by architects and designers regarding the use of our products. Our strategy is to generate demand from all levels in our product supply chain.

We experienced annual compound revenue growth of 18.4% between 2013 and 2015, driven mainly by the continued quartz penetration, the improvement in our product offering and the partnership with IKEA in the United States and Canada. Significant negative exchange rate fluctuations slowed down our growth, primarily during 2015. From 2013 to 2015, our gross profit margins decreased from 45.5% to 40.1%, adjusted EBITDA margins decreased from 25.7% to 25.2%, and adjusted net income decreased from 17.9% to 16.8% over the same period. We attribute the decrease in margins mainly to significant negative exchange rate fluctuations in both years and the start-up costs and inefficiencies related to the opening of our U.S. manufacturing facility in 2015.

Our strategy is to continue to be a global market leader of surfaces and quartz surface products, in particular. We continue to invest in developing our premium brand worldwide and to further expand our differentiated product offering. We intend to continue to expand our sales network by further penetrating our existing markets as well as entering new markets. We believe that a significant portion of our future growth will come from continued penetration of our U.S. market, particularly with the additional manufacturing capacity in our U.S. facility, which began operations during 2015—as well as from our markets in Australia and Canada. We believe our expansion into new markets that exhibit an existing demand for stone products and stone installation capabilities will contribute to our future growth in the long term. We believe there may be consolidation in the quartz surface industry in the future and to remain competitive in the long term, we will need to grow our business both organically and through the acquisition of third-party distributors, manufacturers and/or raw material suppliers and/or the expansion of our product offering.

Factors impacting our results of operations

We consider the following factors to be important in analyzing our results of operations:

- Our sales are impacted by home renovation and remodeling and new residential construction, and to a lesser extent, commercial construction. We estimate that approximately 60% of our revenue is related to renovation and remodeling activities in the United States, Australia and Canada, while 25% to 35% is related to new residential construction. Spending in each of these sectors declined significantly in 2008 compared to 2007 in most of the markets in which we operate and, to date, many of these markets, including the United States, Australia, Canada and especially Europe, recovered only to a certain degree. U.S. housing completions recovered, growing 21.7% from 2009 to 2015 but are still 35.7% below 2007 levels (according to the National Association of Home Builders). Home renovation and remodeling spending, however, is estimated to recover by 21.0% from its recent bottom in 2010 and is up only 3.5% from its 2007 level (according to the Joint Center for Housing Studies, Harvard University). In Australia, housing completions recovered completely from their 2008 low and reached a new peak after increasing 13.6% during the first nine months of 2015 compared with the same period in 2014, reversing an aggregate 7.4% decrease between 2010 and 2012 (according to HIA- the Housing Industry Association). Home renovation and remodeling spending in Australia, however, were estimated to grow by 3.9% in 2015 and are still 6.0% below their 2007 level. Housing completions in Canada grew by 7.2% in 2015 but are still 6.9% below 2007 level (according to Statistics Canada). Home renovation and remodeling spending in Canada grew every year consistently since 2007 in an annual range of growth between 2.5% and 5% until 2013. In 2014 growth accelerated to 7.4% and during the first nine months of 2015, spending grew 4.1% compared to the same period in 2014. Despite the global downturn since 2008, prevailing weak economic conditions in Europe and mixed economic conditions in the United States, Australia and Canada as described above, we experienced compound annual revenue growth of 18.2% between 2007 and 2015 through increased penetration of quartz in kitchen countertop applications, market share gains in some of our key markets, and an increase in average selling prices associated with our establishment of new direct distribution channels and the expansion of our differentiated product offering. In 2013, our revenue increased in all regions, with the most significant growth in sales in the United States, growing by over 40% leveraging our increased distribution footprint, the successful introduction of the Supernatural collection, supported by a positive housing market. In 2014, our revenues increased in all regions except Israel. The most significant growth in sales occurred in the United States, where revenues increased by 50.4%, in part due to the continued quartz recognition, the collaboration with IKEA, improved product offerings, and a positive-trending housing market. Significant growth was achieved also in Australia and Canada, which grew 27.4% and 26.2%, respectively, on a constant currency basis. In 2015, our revenues increased by 11.6% with a major negative exchange rate impact. On a constant currency basis our revenue increased by 22.1% and occurred in all regions. The growth was primarily driven by continued demand in the United States, the Company's largest market, with Canada and Australia delivering the highest growth rates on a constant currency basis.

- Our gross profit margins have decreased from a level of 45.5% in 2013 to 40.1% in 2015, despite a significant improvement in product offering and scale benefits. This margin erosion reflects a major deterioration in foreign exchange rates, start-up costs and inefficiencies related to the introduction of new capacity in Israel and in the United States and the increase in business through IKEA, which carries significantly lower gross margins due to fabrication and installation components, which we provide through third party fabricators.

- Our operating income margins were 19.3% in 2015, 21.2% in 2014 and 21.3% in 2013. The decrease in 2015 was primarily driven by start-up costs and inefficiencies related to the introduction of new capacity in the United States, our $4.7 million legal settlement and loss contingencies expense mentioned below and negative exchange rates fluctuations. IKEA business, despite having lower gross margin, is in line with our operating income margins.

- In 2005, we commenced operations with a third manufacturing line at a new manufacturing facility in the Bar-Lev Industrial Park in northern Israel. We subsequently established a fourth production line in 2007 with the addition of a second production line at our Bar-Lev manufacturing facility. The operation of the fifth production line in the Bar-Lev manufacturing facility included two phases and was completed in the second quarter of 2014. The first production line in the new U.S. facility started operations in the second quarter of 2015 and the second production line started operations in the fourth quarter of 2015. Our investments related to the fifth production line at our Bar-Lev manufacturing facility was $25 million and the investment related to the production capacity increase in the United States is estimated to be approximately $130 million.

- As an increasing portion of our products are sold through direct channels, our revenues and results of operations exhibit some quarterly fluctuations as a result of seasonal influences which impact construction and renovation cycles. Due to the fact that certain of our operating costs are fixed, the impact on our adjusted EBITDA, adjusted net income and net income of a change in revenues is magnified. We believe that the third quarter tends to exhibit higher sales volumes than other quarters because demand for quartz surface products is generally higher during the summer months in the northern hemisphere with the effort to complete new construction and renovation projects before the new school year. Conversely, the first quarter is impacted by the winter slowdown in the northern hemisphere in the construction industry and depending on the date of the spring holiday in Israel in a particular year, the first or second quarter is impacted by a reduction in sales in Israel due to such holiday. Similarly, sales in Australia during the first quarter are negatively impacted by fewer construction and renovation projects. The fourth quarter is susceptible to being impacted from the onset of winter in the northern hemisphere.

- We conduct business in multiple countries in North America, South America, Europe, Asia-Pacific, Australia and the Middle East and as a result, we are exposed to risks associated with fluctuations in currency exchange rates between the U.S. dollar and certain other currencies in which we conduct business. A significant portion of our revenues is generated in U.S dollar, and to a lesser extent the Australian dollar, the Canadian dollar, the euro and the new Israeli shekel. In 2015, 46.0% of our revenues were denominated in U.S. dollars, 22.1% in Australian dollars, 14.2% in Canadian dollars, 9.8% in euros and 7.9% in NIS. As a result, devaluations of the Australian dollars, and to a lesser extent, the Canadian dollar relative to the U.S. dollar may unfavorably impact our profitability. Our expenses are largely denominated in U.S. dollars, NIS and euro, with a smaller portion in the Australian dollars and Canadian dollars. As a result, appreciation of the NIS, and to a lesser extent, the euro relative to the U.S. dollar may unfavorably impact our profitability. We attempt to limit our exposure to foreign currency fluctuations through forward and option contracts, which, except for U.S. dollar/NIS forward contracts, are not designated as hedging accounting instruments under ASC 815, Derivatives and Hedging. As of December 31, 2015, we had outstanding contracts with a notional amount of $187.0 million. These transactions were for a period of up to 12 months. The fair value of these foreign currency derivative contracts was $0.6 million, which is included in current assets and current liabilities, at December 31, 2015. For further discussion of our foreign currency derivative contracts, see “ITEM 11: Quantitative and Qualitative Disclosures About Market Risk.”

Components of statements of income

Revenues

We derive our revenues from sales of quartz surfaces, mostly to fabricators in our direct markets and to third-party distributors in our indirect markets. In the United States, Australia, Canada and Singapore the initial purchasers of our products are primarily fabricators. In Israel, the purchasers are local distributors who in turn sell to fabricators. In the United States, we also sell our products to a small number of sub-distributors, stone resellers as well as to IKEA. We consider Israel to be a direct market due to the warranty we provide to end-consumers, our local fabricator technical instruction programs and our local sales and marketing activities. The purchasers of our products in our other markets are our third-party distributors who in turn sell to sub-distributors and fabricators. Our direct sales accounted for 89.5%, 88.2% and 87.0%, for the years ended December 31, 2015, 2014, and 2013, respectively.

We recognize revenues upon sales to an initial purchaser when persuasive evidence of an agreement exists, delivery of the product has occurred, the fee is fixed or determinable and collection is probable. Delivery occurs when title is transferred under the applicable international commerce terms, or Incoterms, to the purchaser.

The warranties that we provide vary by market. In our indirect markets, we provide all of our distributors with a limited direct manufacturing defect warranty. In all of our indirect markets, distributors are responsible for providing warranty coverage to end-customers. In Australia, Canada, the United States and Singapore, we provide end-consumers with a limited warranty on our products for interior countertop applications. In Israel, we typically provide end-consumers with a direct limited manufacturing defect warranty on our products. Based on historical experience, warranty issues are generally identified within one and a half years after the shipment of the product and a significant portion of defects are identified before installation. We record a reserve on account of possible warranty claims, which increases our cost of revenues. Historically, warranty claims expenses have been low, accounting for approximately 0.4% of our total goods sold in 2015.

The following table sets forth the geographic breakdown of our revenues during the periods indicated:

	Year ended December 31,					
	2015		2014		2013	
Geographical Region	% of total revenues	Revenues in thousands of USD	% of total revenues	Revenues in thousands of USD	% of total revenues	Revenues in thousands of USD
United States	44.7%	$ 223,341	41.5%	$ 185,583	34.6%	$ 123,399
Australia	22.1	110,290	24.0	107,539	25.2	89,894
Canada	14.2	70,739	12.9	57,898	13.8	49,214
Israel	7.9	39,645	9.2	41,286	11.8	42,024
Europe	4.8	23,949	5.2	23,109	6.4	22,973
Rest of world	6.3	31,551	7.2	31,987	8.2	29,050
Total	100.0%	$ 499,515	100.0%	$ 447,402	100.0%	$ 356,554

Revenues in the United States increased 42.2% in 2013, leveraging continued quartz conversion, successful introduction of our super natural collection, and positive housing trends. Our U.S. revenues increased by 50.4% in 2014, despite a milder housing market improvement, leveraging continued quartz conversion, increased portion of our wider Supernatural collection along with major growth in our business with IKEA, which also includes a significant portion of fabrication and installation component. In 2015, U.S. revenues increased by 20.3%, mainly reflecting a single-digit growth rate in IKEA business, following temporary cancellation of their relevant quarterly promotional events, which generate a significant portion of our sales through IKEA. Growth rate was also affected by a significantly milder U.S. housing market improvement. Revenues in Australia grew by 2.6% in 2015 after a 19.6% growth in 2014. On a constant currency basis, revenues in Australia grew by 24.0% and 27.4% in 2015 and 2014, respectively, leveraging continued quartz penetration, an improved product offering, price increases to partially offset the exchange rate deterioration and healthy housing market. In Canada, we continued our strong growth. Revenues grew 22.2% in 2015, representing a 41.2% increase on a constant-currency basis compared to 17.6% growth, 26.2% on a constant-currency basis in 2014. Growth rate acceleration was primarily driven by IKEA ramp-up. Revenues in Israel declined by 4.0% and 1.8% in 2015 and 2014, respectively. On a constant-currency basis, revenues recovered to grow 5.3% in 2015 after a decrease by 3.8% in 2014 due to a weak housing market. The rate of revenue growth in Israel is generally less than other regions given the significant and longer standing penetration of quartz and our large countertop market share. Revenues in Europe grew by 3.6% and 0.6% in 2015 and 2014, respectively. However, on a constant-currency basis, growth in 2015 was 23.6% compared to 0.8% in 2014. Despite this growth, revenues in Europe are still 26.7% below 2007 record, reflecting challenging macroeconomic conditions in Europe, that have not fully recovered. Our revenues for the rest of the world declined by 1.4% in 2015 and increased by 10.1% in 2014. On a constant-currency-basis, growth was 13.9% and 10.4% in 2015 and 2014, respectively.

We did not have any customer in 2015, 2014 and 2013 that accounted for more than 10% of our revenues.

Some of our initial engagements with distributors are pursuant to an agreement or terms of sale, as applicable, granting that distributor one year of exclusivity in consideration for meeting minimum sales targets. After the initial one-year period, we may enter into a distribution agreement for a multi-year period. However, in the majority of cases, we continue to operate on the basis of an agreement or terms of sale, or without any operative agreement. Some distributors operate on nonexclusive terms of sale agreements or entirely without agreements but rather on a purchase order basis. In all cases, we only supply our products to distributors upon the receipt of a purchase order from the distributor.

Cost of revenues and gross profit margin

Approximately 43% of our cost of revenues is raw material costs. The cost of our raw materials consists of the purchase prices of such materials and costs related to the logistics of delivering the materials to our manufacturing facilities. Our raw materials costs are also impacted by changes in foreign exchange rates. Our principal raw materials, quartz and polyester, jointly accounted for approximately 71% of our total raw material cost in 2015. The balance of our cost of revenues consists primarily of manufacturing costs and related overhead. Cost of revenues in our direct distribution channels also includes the cost of delivery from our manufacturing facilities to our warehouses, warehouse operational costs, as well as additional delivery costs associated with the shipment of our products to customer sites in certain markets. In the case of our indirect distribution channels, we bear the cost of delivery to the Israeli seaport and our distributors bear the cost of delivery from the seaport to their warehouses.

One of our principal raw materials, quartz, is acquired from quartz manufacturers primarily in Turkey, India, Portugal and Israel. Our products incorporate a number of types of quartz, including quartzite, quartz and other dry minerals. In 2015, approximately 71% of our total quartz was from four suppliers in Turkey, with the major part acquired from Mikroman (which accounted for approximately 41% of total import from Turkey, and approximately 29% of our total quartz in 2015) and Polat (which accounted for approximately 36% of total import from Turkey and approximately 25% of our total quartz in 2015). Our current supply arrangement with Mikroman is memorialized in an unsigned draft letter agreement which is being finalized as of the date of this report, while our arrangement with Polat is set forth in a letter agreement We typically transact business with our other suppliers on an annual framework agreement basis, under which we execute purchase order from time to time.

Prior to the manufacturing process, boulder quartz and processed crushed quartz must be processed into finer grades of fractions, granules and powder. Until January 2012, we received quartz processing services from our quartz suppliers and from Microgil, a third-party processor in Israel, although our quartz suppliers now exclusively perform this service for us. Quartz accounted for approximately 35% of our raw materials cost in 2015. Accordingly, our cost of sales and overall results of operations are impacted significantly by fluctuations in quartz prices. In 2011 and 2012, our cost of quartz was relatively stable. From 2013 to 2015, we experienced selective price increases from our Turkish quartz suppliers, such that the average cost of quartz supplied to our facilities in Israel increased by approximately 3% and 4% in 2013 and 2014, respectively, and decreased by approximately 1.5% in 2015. This latest reduction was related to an approximately 16% devaluation of the euro compared to the U.S. dollar in 2015 on an annual average basis, which affected the cost of purchasing quartz from non-Turkish European suppliers. Quartz imported for our U.S. manufacturing facility involves higher transportation costs, therefore our total average quartz costs increased by approximately 1.3% in 2015. Any future increases in quartz costs may adversely impact our margins and net income.

We acquire polyester on a purchase order basis with several suppliers outside of Israel based on our projected needs for the subsequent one to three months. Given the significance of polyester costs relative to our total raw material expenditures, our cost of sales and overall results of operations are impacted significantly by fluctuations in their prices, which generally correlate with oil prices. In 2010, average polyester cost increased by approximately 9%, despite an approximately 20% increase of the cost denominated in euro, given a stronger NIS (our functional currency during this period) compared to the euro. In 2011, there was a further increase of approximately 12%, both in NIS and in euro. During 2012 through 2014, average polyester costs stabilized with up to 2% deviations in euro and up to 5% in U.S. dollar (our reporting currency since July 1, 2012). In 2015, average polyester costs decreased by approximately 27%, of which approximately 12% was due to a change in our costs denominated in euros, and the rest related to an approximately 16% weakening of the euro compared to the U.S. dollar on an average annual basis. Any future increases in polyester costs may adversely impact our margins and net income.

The gross profit margins on sales in our direct markets are generally higher than in our indirect markets in which we use third-party distributors, due to the elimination of the third-party distributor's margin. In many markets, our expansion strategy is to work with third-party distributors who we believe will be able to increase sales more rapidly in their market than if we distributed our products directly. However, in several markets we distribute directly, including the United States, Australia and Canada. In the future, we intend to evaluate other potential markets to distribute directly.

Research and development, net

Our research and development expenses consist primarily of salaries and related personnel costs, as well as costs for subcontractor services and costs of materials consumed in connection with the design and development of our products. We expense all of our research and development costs as incurred. Our research and development expenses were partially offset through 2013 by financing through grants from the OCS of the Ministry of Economy of the State of Israel. We recognized such participation grants at the time at which we were entitled to such grants on the basis of the costs incurred and included those grants as a deduction from research and development expenses. This OCS program ended during 2013.

The Israeli law under which OCS grants were made requires royalty payments and limited our ability to manufacture products, or transfer technologies developed using these grants outside of Israel. If we were to seek approval to manufacture products, or transfer technologies developed using these grants, outside of Israel, we could be subject to additional royalty requirements or be required to pay certain redemption fees. If we were to violate these restrictions, we could be required to refund any grants previously received, together with interest and penalties, and may be subject to criminal charges. We believe the ongoing construction of a new production facility in the United States will not subject us to any royalty payment obligations or require us to refund any grants because our OCS grants financed our development of a product that has not been commercialized yet and are not planned to be manufactured at the U.S. production facility. In addition, based on OCS statements, we believe that our OCS funding is exempted from royalty payment obligations. Our development project operated under the OCS funding arrangement began in August 2009. During the period between August 2009 and March 2013, we recognized OCS funding of $0.7 million.

Marketing and selling

Marketing and selling expenses consist primarily of compensation and associated costs for personnel engaged in sales, marketing, distribution and advertising and promotional expenses. As we had invested significantly in 2011 and 2012 in building our acquired direct distribution channels in the U.S. and Canadian markets, marketing and selling expenses in general, and advertising expenses in particular, increased in both absolute and percentage terms in both years, when we increase the number of sales and marketing professionals and expand our marketing activities. In 2013, 2014 and 2015, our absolute spending increased but decreased as a percentage of revenues.

General and administrative

General and administrative expenses consist primarily of compensation and associated costs for personnel engaged in finance, human resources, information technology, legal and other administrative activities, as well as fees for legal and accounting services. See "—Other factors impacting our results of operations—Agreements with Kibbutz Sdot-Yam" and "ITEM 7: Major Shareholders and Related Party Transactions—Related Party Transactions."

We expect our general and administrative expenses to increase in absolute dollars as we continue to increase our direct distribution operations in the United States and Canada, incur additional costs related to the growth of our business, expand our a production facility in the United States, generate expenses related to maintaining and improving further our ERP system and incur legal expenses associated with our open lawsuits.

Legal settlements and loss contingencies, net

Legal settlements and loss contingencies, net were first recorded in 2015 and consist of expenses related to settlements expenses and estimated exposure not covered by the Company's insurance applicable to individual silicosis claims.

Finance expenses, net

Finance expenses, net, consist primarily of, bank and credit card fees, borrowing costs, losses on derivative instruments and exchange rate differences arising from changes in the value of monetary assets and monetary liabilities stated in currencies other than the functional currency of each entity. These expenses are partially offset by interest income on our cash balances and gains on derivative instruments. Our bank interest expenses have decreased since 2011 as we paid our commercial debt, while our bank charges and credit card fees increased due to our increased business volume. Interest income increased as we accumulated cash generated by our March 2012 IPO and on-going cash flow and decreased in 2015 and 2014 given our reduced deposit balances, our increased capital expenditures and the 2014 and 2013 dividend payouts. However, the main reason for the year-over-year reduction in finance expenses between 2013 and 2014 was higher net income related to the impact of exchange rates on our derivatives and net monetary assets and liabilities re-valuation, given that unfavorable exchange rate fluctuations were higher in 2014 than in 2013. In 2015, net gains related to exchange rate fluctuation were similar to 2014 and the increase in finance expenses, net, were mostly related to the increase of our business volume and lower interest income.

Corporate taxes

As we operate in a number of countries, our income is subject to taxation in different jurisdictions with a range of tax rates. Our effective tax rate was 14.8% in 2015, 14.6% in 2014 and 13.8% in 2013.

The standard corporate tax rate for Israeli companies was 25% in 2012 and 2013, increased to 26.5% in 2014 and 2015, and reduced back to 25% in 2016 onward. Our non-Israeli subsidiaries are taxed according to the tax laws in their respective country of organization.

Effective January 1, 2011, with the enactment of Amendment No. 68 to the Israeli Tax Law, both of our Israeli facilities operate under a consolidated “Preferred Enterprise” status. The “Preferred Enterprise” status provides the portion related to the Bar-Lev manufacturing facility with the potential to be eligible for grants of up to 20% of the investment value in approved assets and a reduced flat corporate tax rate, which applies to the industrial enterprise’s entire preferred income, as follows: 2011-2012—10%, 2013-2014—7%, and 2015 and thereafter—6%. Subsequently, on August 5, 2013, the 2014 and onwards tax bracket was increased by the Knesset to 9%. For the portion related to the Kibbutz Sdot-Yam facility, this status provides us with a reduced flat corporate tax rate, which applies to the industrial enterprise’s entire preferred income, as follows: 2011-2012—15%, 2013-2014—12.5%, and 2015 and onwards—12%. Subsequently, on August 5, 2013, the 2014 and onwards tax bracket was increased by the Knesset to 16%.

For more information about the tax benefits available to us as an Approved Enterprise or as a Beneficiary Enterprise or as Preferred Enterprise, see “ITEM 10.E: Additional Information—Taxation—Israeli tax considerations and government programs.”

We have entered into a transfer pricing arrangement that establishes transfer prices for our inter-company operations.

Because of our multi-jurisdictional operations, we apply significant judgment to determine our consolidated income tax position. We estimate our effective tax rate for the coming years based on our planned future financial results in existing and new markets and the key factors affecting our tax liability, particularly our transfer pricing policy. Accordingly, we estimate that our effective tax rate will increase to a range between 16% and 20% of our income before income tax in 2016 increasing further in 2017, when we expect to conduct significant manufacturing operations in the United States. In the long-term, we anticipate that our effective tax rate will further increase as the portion of our income attributed to the United States manufacturing and to the distribution subsidiaries grows. We cannot provide any assurance that our plans will be realized and that our assumptions with regard to the key elements affecting tax rates will be accepted by the tax authorities. Therefore, our actual effective tax rate may be higher than our estimate.

Net income attributable to non-controlling interest

In October 2010, we closed a transaction for the establishment of a joint venture with our former third-party distributor in Eastern Canada, Canadian Quartz Holdings Inc. ("Ciot"). Ciot acquired a 45% ownership interest in the new subsidiary, Caesarstone Canada Inc., and 45% of Caesarstone Canada Inc.'s net income is attributed to Ciot.

Other factors impacting our results of operations

Payment of compensation and grant of options upon the pricing of the IPO

Following the IPO in March 2012, we granted certain of our key employees, including our executive officers, options to purchase 1,505,200 ordinary shares with an exercise price equal to the IPO price per share of $11.00 and additional options to purchase 40,000 ordinary shares with an exercise price of $15.84. During 2015 we granted options to purchase 360,000 of our ordinary shares to our CEO vesting through December 31, 2018 and with an exercise price of $41.37, and options to purchase 424,000 of our ordinary shares to certain other employees vesting through April 1, 2020 and with an average exercise price of $34.99. In addition, during 2015 we granted also 55,100 RSUs to certain other employees with a weighted average fair value of $35.04 and vesting through April 1, 2020. We recorded share-based compensation expenses related to the above grants of $2.6 million in 2015, $1.2 million in 2014, $2.5 million in 2013 and will record $9.7 million over a weighted average period of 1.4 years.

Agreements with Kibbutz Sdot-Yam

We are party to a series of agreements with our largest shareholder, Kibbutz Sdot-Yam, which govern different aspects of our relationship. Pursuant to these agreements, in consideration for using facilities leased to us or for services provided by Kibbutz Sdot-Yam, we paid to the Kibbutz an aggregate of $11.1 million in 2015, $12.2 million in 2014, and $10.8 million in 2013 (excluding VAT). The decrease in the amount paid in 2015 compared to 2014 is mainly as a result of exchange rate differences.

Certain of our prior agreements with Kibbutz Sdot-Yam were terminated in March 2012 and, other than with respect to our former management services agreement, which was not renewed, a new set of agreements became effective in March 2012. The new agreements provide for similar services to those that were previously provided to us by Kibbutz Sdot-Yam, except that following the closing of our IPO as disclosed in "ITEM 7: Major Shareholders and Related Party Transactions—Related Party Transactions—Relationship and agreements with Kibbutz Sdot-Yam—Land purchase agreement and leaseback", we agreed to Kibbutz Sdot-Yam acquiring from us our rights in the lands and facilities of the Bar-Lev Industrial Center, (the "Bar-Lev Grounds") in consideration for NIS 43.7 million ($10.9 million). Following the completion of the transfer in September 2012, Kibbutz Sdot-Yam agreed to permit us to use the Bar-Lev Grounds for a period of ten years thereafter. Our right to use the Bar-Lev Grounds will be automatically renewed unless we give two years prior notice, for a ten-year term in consideration for an annual fee of NIS 4.1 million ($1.2 million) to be linked to increases in the Israeli consumer price index, which may be updated by an appraiser. See "ITEM 7.B: Major Shareholders and Related Party Transactions—Related Party Transactions."

Interest expense related to this agreement was $0.6 million in 2015.

Comparison of period-to-period results of operations

The following table sets forth our results of operations as a percentage of revenues for the periods indicated:

	Year ended December 31,					
	2015		2014		2013	
	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
	(in thousands of U.S. dollars)					
Consolidated Income Statement Data:						
Revenues:	$ 499,515	100.0%	$ 447,402	100.0%	$ 356,554	100.0%
Cost of revenues	299,290	59.9	257,751	57.6	194,436	54.5
Gross profit	200,225	40.1	189,651	42.4	162,118	45.5
Operating expenses:						
Research and development, net	3,052	0.6	2,628	0.6	2,002	0.6
Marketing and selling	59,521	11.9	55,870	12.5	51,209	14.4
General and administrative	36,612	7.3	36,111	8.1	32,904	9.2
Legal settlements and loss contingencies, net	4,654	0.9	-	-	-	-
Total operating expenses	103,839	20.8	94,609	21.2	86,115	24.2
Operating income	96,386	19.3	95,042	21.2	76,003	21.3
Finance expenses, net	3,085	0.6	1,045	0.2	1,314	0.4
Income before taxes on income	93,301	18.7	93,997	21.0	74,689	20.9
Taxes on income	13,843	2.8	13,738	3.1	10,336	2.9
Net income	$ 79,458	15.9%	$ 80,259	17.9%	$ 64,353	18.0%
Net income attributable to non-controlling interest	1,692	0.3	1,820	0.4	1,009	0.2
Net income attributable to controlling interest	$ 77,766	15.6%	$ 78,439	17.5%	$ 63,344	17.8%

Year ended December 31, 2015 compared to year ended December 31, 2014

Revenues

Revenues increased by $52.1 million, or 11.6%, to $499.5 million in 2015 from $447.4 million in 2014. The increase in revenues resulted from an approximate 15% increase in volume of sales, most notably in Canada, the United States and Europe along with increased average selling prices and growth in the business from IKEA, mainly in Canada. Higher average selling prices were attributable to the introduction of new differentiated products, including the new Calacatta and Statuario designs, increased portion of the Supernatural collection, and selective regional price increases. These factors were partially offset by unfavorable exchange rates, primarily related to the weakening of the Australian and the Canadian dollar against the U.S. dollar. On a constant currency basis, revenues grew by $99.0 million in 2015, a 22.1% growth compared to 2014. Our revenues on a constant currency basis showed double-digit growth in all regions except Israel, our most mature market, which grew 5.3%. The growth was primarily driven by continued demand in the United States, the Company's largest market, which grew by 20.3%. Canada and Australia delivered the highest growth rates on a constant currency basis, growing 41.2% and 24.0%. Growth in Canada was primarily driven by our collaboration with IKEA, continued quartz penetration and improved product offerings. Growth in Australia leveraged continued quartz penetration, improved product offering, price increases to partially offset erosion of the Australian dollar, and a positive-trending housing market.

Cost of revenues and gross profit margins

Cost of revenues increased by $41.5 million, or 16.1%, to $299.3 million in 2015 from $257.8 million in 2014, primarily due to increased sales volumes. Other notable drivers were start-up costs associated with the new manufacturing facility in Richmond-Hill and, to a lesser extent, the IKEA installation and fabrication component. Also contributing to the increased cost of revenues were the elevated production levels of our differentiated Supernatural collection, which, despite incurring a premium in price from consumers and higher margins, carries higher manufacturing costs. Increase in cost of revenues was partially offset by the weakening of all currencies against the U.S. dollar and the reduced cost of polyester.

Gross margin decreased by 230 basis points in 2015. The margin decrease was driven primarily by start-up costs and inefficiencies related to the ramp-up of our production lines in the U.S. manufacturing facility and a negative exchange rate impact. These factors were partially offset by higher average selling prices related to differentiated product mix and reduced raw material costs.

Operating expenses

Research and development, net. Research and development expenses increased by $0.4 million, or 16.1%, to $3.1 million in 2015 from $2.6 million in 2014. The increase was mainly driven by accelerated development activities.

Marketing and selling. Marketing and selling expenses increased by $3.7 million, or 6.5%, to $59.5 million in 2015 from $55.9 million in 2014. This increase resulted primarily from major advertising and promotional activities in 2015, most notably in the United States, offset by lower expenses of our marketing and selling activities in Australia and Canada related to exchange rates erosion of the Australian and Canadian dollar.

General and administrative. General and administrative expenses increased by $0.5 million, or 1.4%, to $36.6 million in 2015 from $36.1 million in 2014. This increase was driven primarily by general and administrative costs related to our new U.S. manufacturing facility and to new share-based compensation programs commenced during 2015. These increases were partially offset by decrease in the subsidiaries expenses, mainly due to exchange rates fluctuations.

Legal settlements and loss contingencies, net. Legal settlements and loss contingencies, recorded initially in 2015, amounted to an expense of $4.7 million. This amount comprised of settlements and estimated exposure related to our individual silicosis claims, partially offset by insurance receivables in connection with the same claims.

Finance expenses, net

Finance expenses, net increased by $2.0 million, or 195.2%, to $3.1 million in 2015 from $1.0 million in 2014. This increase was mostly related to the increase of our business volume and lower interest income.

Taxes on income

Taxes on income increased by $0.1 million to $13.8 million in 2015 from $13.7 million in 2014. The effective tax rate increased slightly from 14.6% of income before taxes in 2014 to 14.8% in 2015 reflecting higher portion of the North American business offset by lower effective tax rate in the Israeli subsidiary due to income allocation between production facilities. The commencement of production in the U.S. did not have an impact on the effective tax rates in 2015 given its low utilization during 2015.

Net income attributable to non-controlling interest

Net income attributable to non-controlling interest decreased by $0.1 million from $1.8 million in 2014 to $1.7 million in 2015. This decrease was due to a 13.4% weakening of the Canadian dollar relative to the U.S. dollar on an annual average basis, which eroded the income generated by Caesarstone Canada Inc. in 2015 compared to 2014 despite its revenue growth.

Year ended December 31, 2014 compared to year ended December 31, 2013

Revenues

Revenues increased by $90.8 million, or 25.5%, to $447.4 million in 2014 from $356.6 million in 2013. The increase in revenues resulted from an approximately 15% increase in volume of sales, most notably in the United States, Australia, Canada and the rest of the world, along with increased average selling prices and considerable growth in business from IKEA, which includes a significant component of revenues derived from installation and fabrication. Higher average selling prices were attributable to the introduction of more differentiated products, including the new Calacatta and Granite-inspired designs, continued leverage of the super natural design, and selective regional price increases. All those factors were partially offset by unfavorable exchange rates, primarily related to a weakening of the Australian and the Canadian dollar against the U.S. dollar. On a constant currency basis, revenue grew by $101.4 million in 2014, an increase of 28.4% from 2013.

Our revenues increased in 2014 in all regions except Israel. The most significant growth in sales occurred in the United States, where revenues increased by 50.4%, in part due to continued quartz recognition, our collaboration with IKEA, improved product offerings, and a positive-trending housing market. Significant growth also occurred in Australia and Canada where sales increased by 27.4% and 26.2%, respectively, on a constant currency basis.

Cost of revenues and gross profit margins

Cost of revenues increased by $63.3 million, or 32.6%, to $257.8 million in 2014 from $194.4 million in 2013. Cost of revenues in 2014 included a non-recurring unfavorable provision adjustment related to retroactive taxable employee fringe benefits. This adjustment increased our cost of revenues by $0.8 million. Cost of revenues in 2013 included a one-time credit of $3.5 million related to inventory adjustment.

Beyond the adjustment noted above, cost of revenues increased primarily due to volume increases and, to a lesser extent, due to the IKEA installation and fabrication component. Also contributing to the increased cost of revenues were the elevated production levels of our differentiated super natural collection, which, despite incurring a premium in price from consumers, carries higher manufacturing costs, and an increase in quartz raw material prices.

Gross margin decreased by 190 basis points in 2014, excluding the above-mentioned non-recurring items. The margin decrease was driven primarily by a negative exchange rate impact and increased business with IKEA, which brings lower gross margins due to the installation and fabrication component. These factors were partially offset by a positive differentiated product mix and scale benefits.

Operating expenses

Research and development, net. Research and development expenses, net of grants received during prior years, increased by $0.6 million, or 31.3%, to $2.6 million in 2014 from $2.0 million in 2013. The increase was mainly driven by accelerated development activities, increased depreciation costs, expenses related to share-based rights granted during 2014.

Marketing and selling. Marketing and selling expenses increased by $4.7 million, or 9.1%, to $55.9 million in 2014 from $51.2 million in 2013. This increase resulted primarily from the need to support our growing business in the United States. During 2014 we grew our marketing and sales organization by 45 employees globally, primarily in the United States. We also increased our direct advertising and promotion activities in 2014.

General and administrative. General and administrative expenses increased by $3.2 million, or 9.7%, to $36.1 million in 2014 from $32.9 million in 2013. This increase was driven primarily by an increase in our operations in the United States, higher legal expenses related to our ongoing litigation and, to a lesser extent, growing audit fees mainly related to compliance with the requirements of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), and an increase in expenses related to our ERP support and improvement activities.

Finance expenses, net

Finance expenses, net decreased by $0.3 million, or 20.2% to $1.0 million in 2014 from $1.3 million in 2013. This decrease resulted primarily from higher net income related to the impact of exchange rates on our derivatives and net monetary assets and liabilities re-valuation, given that unfavorable exchange rate fluctuations were higher in 2014 than in 2013. Lower interest expenses were offset by lower interest income given our reduced bank deposit levels.

Taxes on income

Taxes on income increased by $3.4 million to $13.7 million in 2014 from $10.3 million in 2013, primarily as a result of $19.3 million increase in income before taxes compared with that in 2013. The effective tax rate increased from 13.8% of income before taxes in 2013 to 14.6% in 2013, given the increased tax rates associated with our "Preferred Enterprise" status. See "—Components of our statements of income—Corporate taxes" above. Those local tax rates went up in 2014 compare to 2013 from 12.5% to 16% on income generated by the Sdot-Yam facility and from 7% to 9% on income generated by the Bar-Lev manufacturing facility.

Net income attributable to non-controlling interest

Net income attributable to non-controlling interest increased by $0.8 million from $1.0 million in 2013 to $1.8 million in 2014. This increase was due to higher income generated by Caesarstone Canada Inc. in 2014 compared to 2013 given its revenue growth.

Quarterly results of operations and seasonality

The following table presents our unaudited condensed consolidated quarterly results of operations for the eight quarters in the period from January 1, 2014 to December 31, 2015. We also present reconciliations of net income to adjusted EBITDA and net income attributable to controlling interest to adjusted net income attributable to controlling interest for the same periods. This information should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this annual report. We have prepared the unaudited condensed consolidated quarterly financial information for the quarters presented below on the same basis as our audited consolidated financial statements. The historical quarterly results presented below are not necessarily indicative of the results that may be expected for any future quarters or periods.

	Three months ended							
	Dec. 31, 2015	Sept. 30, 2015	June 30, 2015	Mar. 31, 2015	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	Mar. 31, 2014
	(in thousands)							
Consolidated Income Statement Data:								
Revenues:	$ 127,361	$ 136,816	$ 127,527	$ 107,811	$ 113,640	$ 123,284	$ 116,064	$ 94,414
Revenues as a percentage of annual revenue	25.5%	27.4%	25.5%	21.6%	25.4%	27.6%	25.9%	21.1%
Gross profit	$ 48,218	$ 54,087	$ 52,606	$ 45,314	$ 48,916	$ 53,926	$ 47,622	$ 39,187
Operating income	22,643	24,718	28,280	20,745	22,990	31,228	23,557	17,267
Net income	19,392	20,419	23,265	16,382	20,591	27,419	18,776	13,473
Other financial data:								
Adjusted EBIDTA	$ 30,432	$ 36,212	$ 33,511	$ 25,514	$ 28,126	$ 35,937	$ 30,361	$ 22,130
Adjusted EBIDTA as a percentage of annual adjusted EBIDTA	24.2%	28.8%	26.7%	20.3%	24.1%	30.8%	26.1%	19.0%
Adjusted net income attributable to controlling interest	$ 19,689	$ 24,404	$ 23,154	$ 16,437	$ 21,023	$ 26,968	$ 20,708	$ 13,800
Adjusted net income attributable to controlling interest as a percentage of annual adjusted net income	23.5%	29.2%	27.7%	19.6%	25.5%	32.7%	25.1%	16.7%

	Three months ended							
	Dec. 31, 2015	Sept. 30, 2015	June 30, 2015	Mar. 31, 2015	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	Mar. 31, 2014
	(as a % of revenue)							
Consolidated Income Statement Data:								
Revenues:	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Gross profit	37.9	39.5	41.3	42.0	43.0	43.7	41.0	41.5
Operating income	17.8	18.1	22.2	19.2	20.2	25.3	20.3	18.3
Net income	15.2	14.9	18.2	15.2	18.0	21.5	15.7	14.1

	Three months ended							
	Dec. 31, 2015	Sept. 30, 2015	June 30, 2015	Mar. 31, 2015	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	Mar. 31, 2014
	(in thousands of U.S. dollars)							
Reconciliation of Net Income to Adjusted EBITDA:								
Net income	$ 19,392	$ 20,419	$ 23,265	$ 16,382	$ 20,591	$ 27,419	$ 18,776	$ 13,473
Finance expenses (income), net	688	106	399	1,892	(911)	(1,029)	1,420	1,565
Taxes on income	2,563	4,193	4,616	2,471	3,310	4,838	3,361	2,229
Depreciation and amortization	6,706	6,030	4,917	4,681	4,436	4,196	4,299	4,245
Legal settlements and loss contingencies (a)	(64)	4,719	—	—	—	—	—	—
Excess cost of acquired inventory(b)	—	—	—	—	—	123	108	—
Share-based compensation expense (c)	1,147	745	314	88	700	524	801	618
Follow-on expense(d)	—	—	—	—	—	—	657	—
Taxable employees fringe benefits settlement (e)	—	—	—	—	—	—	939	—
Settlement with the tax authorities (f)	—	—	—	—	—	(134)	—	—
Adjusted EBITDA	$ 30,432	$ 36,212	$ 33,511	$ 25,514	$ 28,126	$ 35,937	$ 30,361	$ 22,130

(a) Consists of legal settlements expenses and loss contingencies, net, related to individual silicosis claims.

(b) Consists of charges to cost of goods sold for the difference between the higher carrying cost of the inventory of two of our subsidiaries, Caesarstone USA's inventory at the time of its acquisition and inventory that was purchased from its sub-distributors, and Caesarstone Australia Pty Limited's inventory that was purchased from its distributor, and the standard cost of our inventory, which adversely impacts our gross margins until such inventory is sold. The majority of the acquired inventory from Caesarstone USA was sold in 2011, and the majority of the inventory purchased from the Australian distributor was sold in 2012.

(c) Share-based compensation includes expenses related to stock options and restricted stock units granted to employees of the Company. In addition, it includes expenses for phantom awards granted and related payroll expenses as a result of exercises.

(d) Follow-on offering expenses consist of direct expenses related to a follow-on offering that closed in June 2014.

(e) Relates to an adjustment of provision for taxable employee fringe benefits as a result of a settlement with the Israel Tax Authority and with the Israel National Insurance Institute.

(f) Relates to a refund of Israeli VAT associated with a bad debt from 2007.

	Three months ended							
	Dec. 31, 2015	Sept. 30, 2015	June 30, 2015	Mar. 31, 2015	Dec. 31, 2014	Sept. 30, 2014	June 30, 2014	Mar. 31, 2014
	(in thousands of U.S. dollars)							
Reconciliation of Net Income Attributable to Controlling Interest to Adjusted Net Income Attributable to Controlling Interest:								
Net income attributable to controlling interest	$ 18,710	$ 19,806	$ 22,889	$ 16,361	$ 20,415	$ 26,545	$ 18,206	$ 13,270
Legal settlements and loss contingencies (a)	(64)	4,719						
Excess of acquired inventory(b)	—	—	—	—	—	123	108	—
Share-based compensation expense(c)	1,147	745	314	88	700	524	801	618
Follow-on expenses(d)	—	—	—	—	—	—	657	—
Provision for employees fringe benefits(e)	—	—	—	—	—	—	939	—
Settlement with the tax authorities(f)	—	—	—	—		(134)	—	—
Tax adjustment(g)	—	—	—	—	—	—	342	—
Total adjustments before tax	1,083	5,464	314	88	700	513	2,847	618
Less tax on above adjustments	103	866	49	12	95	90	345	88
Total adjustments after tax	979	4,598	265	76	605	423	2,502	530
Adjusted net income attributable to controlling interest	19,689	24,404	23,154	16,437	21,020	26,968	20,708	13,800
Adjusted diluted EPS	$ 0.55	$ 0.69	$ 0.65	$ 0.46	$ 0.59	$ 0.76	$ 0.58	$ 0.39

(a) Consists of legal settlements expenses and loss contingencies, net, related to individual silicosis claims.
(b) Consists of charges to cost of goods sold for the difference between the higher carrying cost of the inventory of two of our subsidiaries, Caesarstone USA's inventory at the time of its acquisition and inventory that was purchased from its distributor, and Caesarstone Australia Pty Limited's inventory that was purchased from its distributor, and the standard cost of our inventory, which adversely impacts our gross margins until such inventory is sold. The majority of the acquired inventory from Caesarstone USA was sold in 2011, and the majority of the inventory purchased from the Australian distributor was sold in 2012.
(c) Share-based compensation includes expenses related to stock options and restricted stock units granted to employees of the Company. In addition, it includes expenses for phantom awards granted and related payroll expenses as a result of exercises.
(d) Follow-on offering expenses consist of direct expenses related to a follow-on offering that closed in June 2014.
(e) Relates to an adjustment of provision for taxable employee fringe benefits as a result of a settlement with the Israel Tax Authority and with the Israeli National Insurance Institute.
(f) Relates to a refund of Israeli VAT associated with a bad debt from 2007.
(g) Relates to an adjustment in taxes as a result of a tax settlement we reached with Israeli tax authorities.

Our results of operations are impacted by seasonal factors, including construction and renovation cycles. We believe that the third quarter of the year exhibits higher sales volumes than other quarters because demand for quartz surface products is generally higher during the summer months in the northern hemisphere, when the weather is more favorable for new construction and renovation projects, as well as the impact of efforts to complete such projects before the beginning of the new school year. Conversely, the first quarter is impacted by a slowdown in new construction and renovation projects during the winter months as a result of adverse weather conditions in the northern hemisphere and, depending on the date of the spring holiday in Israel in a particular year, the first or second quarter is impacted by a reduction in sales in Israel due to such holiday. Similarly, sales in Australia during the first quarter are negatively impacted due to fewer construction and renovation projects.

We expect that seasonal factors will have a greater impact on our revenue, adjusted EBITDA and adjusted net income attributable to controlling interest in the future as we continue to increase direct distribution as a percentage of our total revenues in the future. This is because we generate higher average selling prices in the markets in which we have direct distribution channels and, therefore, our revenues are more greatly impacted by changes in demand in these markets. At the same time, our fixed costs have also increased as a result of our larger portion of direct distribution and, therefore, the impact of seasonal fluctuations on our revenues on our profit margins, adjusted EBITDA and adjusted net income will likely be magnified in future periods.

In 2015, sales volume increased by 13.7% from the first quarter to the second quarter and by 9.4% from the second quarter to the third quarter. 2015 fourth quarter volume was 4.6% below that of the third quarter. In 2014, sales volume increased by 15.3% from the first quarter to the second quarter and by 4.1% from the second quarter to the third quarter. 2014 fourth quarter volume was 5.4% below that of the third quarter, despite seasonality, due to our ability to fully close on pent-up delivery backlog, which was created in connection with the change of our ERP system. We expect that in the future our adjusted EBITDA and adjusted net income attributable to controlling interest will correlate with sales volume and will be highest in the third quarter and lowest in the first quarter, as indicated by the quarterly results for 2015 and 2014, shown above.

Application of critical accounting policies and estimates

Our accounting policies affecting our financial condition and results of operations are more fully described in our consolidated financial statements for the years ended December 31, 2015, 2014 and 2013 , included in this annual report. The preparation of our financial statements requires management to make judgments, estimates and assumptions that affect the amounts reflected in the consolidated financial statements and accompanying notes, and related disclosure of contingent assets and liabilities. We base our estimates upon various factors, including past experience, where applicable, external sources and on other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions, and could have a material adverse effect on our reported results.

In many cases, the accounting treatment of a particular transaction, event or activity is specifically dictated by accounting principles and does not require management's judgment in its application, while in other cases, management's judgment is required in the selection of the most appropriate alternative among the available accounting principles, that allow different accounting treatment for similar transactions.

We believe that the accounting policies discussed below are critical to our financial results and to the understanding of our past and future performance as these policies relate to the more significant areas involving management's estimates and assumptions. We consider an accounting estimate to be critical if: (1) it requires us to make assumptions because information was not available at the time or it included matters that were highly uncertain at the time we were making our estimate; and (2) changes in the estimate or different estimates that we could have selected may have had a material impact on our financial condition or results of operations.

Allowance for doubtful accounts

Our trade receivables are derived from sales to customers located mainly in the United States, Australia, Canada, Israel and Europe. We perform ongoing credit evaluations of our customers and to date have not experienced any material losses. In certain circumstances, we may require letters of credit or prepayments. We maintain an allowance for doubtful accounts for estimated losses from the inability of our customers to make required payments that we have determined to be doubtful of collection. We determine the adequacy of this allowance by regularly reviewing our accounts receivable and evaluating individual customers' receivables, considering customers' financial condition, credit history and other current economic conditions. If a customer's financial condition were to deteriorate which might impact its ability to make payment, then additional allowances may be required. Provisions for doubtful accounts are recorded in general and administrative expenses. Our allowance for doubtful accounts was$1.2 million, $2.2 million and $1.9 million as of December 31, 2015, 2014 and 2013, respectively.

Inventory valuation

The majority of our inventory consists of finished goods and of raw materials. Inventories are valued at the lower of cost or market, with cost of finished goods determined on the basis of direct manufacturing costs plus allocable indirect costs representing allocable operating overhead expenses and manufacturing costs and cost of raw materials determined using the "standard cost" method which approximates actual cost on a weighted average basis. We assess the valuation of our inventory on a quarterly basis and periodically write down the value for different finished goods and raw material categories based on their quality classes and aging. If we consider specific inventory to be obsolete, we write such inventory down to zero. Inventory write-offs are provided to cover risks arising from slow-moving items, discontinued products, excess inventories and market prices lower than cost. The process for evaluating these write-offs often requires us to make subjective judgments and estimates concerning prices at which such inventory will be able to be sold in the normal course of business. Accelerating the disposal process or incorrect estimates of future sales potential may cause actual results to differ from the estimates at the time such inventory is disposed of or sold. Inventory provision was $9.0 million, $7.7 million and $6.3 million as of December 31, 2015, 2014 and 2013, respectively. In the second quarter of 2013, following the implementation of a new ERP system, we refined our method of finished goods costing based on the ERP system's ability to create in enhanced and refined bill of materials for each stock keeping unit. This resulted in more accurate value for each finish goods or work-in-process product held in inventory. The refinement provided by the new system gave us a more complete matching of inventory costs incurred with cost of revenues. This refinement resulted in 2013, in a change of estimate for the value of inventory amounted to $3.5 million reducing our cost of revenues in the same amount.

Goodwill and other long-lived assets

The purchase price of an acquired business is allocated between intangible assets and the net tangible assets of the acquired business with the residual of the purchase price recorded as goodwill. The determination of the value of the intangible assets acquired involves certain judgments and estimates. These judgments can include, but are not limited to, the cash flows that an asset is expected to generate in the future and the appropriate weighted average cost of capital.

At December 31, 2015, our goodwill totaled $35.8 million and our identifiable intangible assets, net totaled $6.9 million. We assess the impairment of goodwill of our reporting unit annually during the fourth quarter of each fiscal year , or more often if events or changes in circumstances indicate that the carrying value may not be recoverable. Goodwill is tested for impairment at the reporting unit level by first performing a qualitative assessment to determine whether it is more likely than not that, the fair value of the reporting unit is less than its carrying value. If the reporting unit does not pass the qualitative assessment, then the reporting unit's carrying value is compared to its fair value. We have only one reporting unit because all our components have similar economic characteristic, and we determine its fair value based on our market capitalization.

As of December 31, 2015, 2014 and 2013, no impairment losses had been identified.

We also evaluate the carrying value of all long-lived assets, such as property and equipment and intangibles, for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. We will record an impairment loss when the carrying value of the underlying asset group exceeds its estimated fair value. In determining whether long-lived assets are recoverable, our estimate of undiscounted future cash flows over the estimated life of an asset is based upon our experience, historical operations of the asset, an estimate of future asset profitability and economic conditions. The future estimates of asset profitability and economic conditions require estimating such factors as sales growth, inflation and the overall economics of the countertop industry. Our estimates are subject to variability as future results can be difficult to predict. If a long-lived asset is found to be non-recoverable, we record an impairment charge equal to the difference between the asset’s carrying value and fair value. As of December 31, 2015, 2014 and 2013, no impairment losses had been identified.

Fair value measurements

The performance of fair value measurements is an integral part of the preparation of financial statements in accordance with generally accepted accounting principles. Fair value is defined as the price that would be received to sell the asset or paid to transfer the liability in an orderly transaction between market participants to sell or transfer such an asset or liability. Selection of the appropriate valuation techniques, as well as determination of assumptions, risks and estimates used by market participants in pricing the asset or liability requires significant judgment. Although we believe that the inputs used in our evaluation techniques are reasonable, a change in one or more of the inputs could result in an increase or decrease in the fair value for example, of certain assets and certain liabilities and could have an impact on both our consolidated balance sheets and consolidated statements of income.

Accounting for contingencies

We are involved in various product liability, commercial, environmental claims and other legal proceedings that arise from time to time in the course of business. We record accruals for these types of contingencies to the extent that we conclude their occurrence is probable and that the related liabilities are estimable. When accruing these costs, we will recognize an accrual in the amount within a range of loss that is the best estimate within the range. When no amount within the range is a better estimate than any other amount, we accrue for the minimum amount within the range. We record anticipated recoveries under the applicable insurance policies, in the amounts that are covered and we believe their collectability is probable. Legal costs are expensed as incurred.

We review the adequacy of the accruals on a periodic basis and may determine to alter our reserves at any time in the future if we believe it would be appropriate to do so. As such, accruals are based on management's judgment as to the probability of losses and, where applicable, accruals may materially differ from settlements or other agreements made with regards to such contingencies.

See Note 10 to our financial statements included elsewhere in this annual report and "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings" for further information regarding legal matters.

Income taxes

We account for income taxes in accordance with ASC 740, "Income Taxes", which requires that deferred tax assets and liabilities be recognized using enacted tax rates for the effect of temporary differences between the financial reporting and tax basis of recorded assets and liabilities. ASC 740 also requires that deferred tax assets be reduced by a valuation allowance if it is more likely than not that some portion or all of the deferred tax asset will not be realized. We have recorded a valuation allowance to reduce our subsidiaries' deferred tax assets to the amount that we believe is more likely than not to be realized. Our assumptions regarding future realization may change due to future operating performance and other factors.

ASC 740 requires that companies recognize in their consolidated financial statements the impact of a tax position if that position is not more likely than not of being sustained on audit based on the technical merits of the position. ASC 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods and disclosure. We accrue interest and penalties related to unrecognized tax benefits in our tax expenses.

We establish reserves for tax-related uncertainties based on estimates of whether, and the extent to which, additional taxes will be due. These reserves are established when we believe that certain positions might be challenged despite our belief that our tax return positions are in accordance with applicable tax laws. As part of the determination of our tax liability, management exercises considerable judgment in evaluating tax positions taken by us in determining the income tax provision and establishes reserves for tax contingencies in accordance with ASC 740 guidelines. We adjust these reserves in light of changing facts and circumstances, such as the closing of a tax audit, new tax legislation, or the change of an estimate based on new information. To the extent that the final tax outcome of these matters is different from the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made. The provision for income taxes includes the effect of reserve provisions and changes to reserves that are considered appropriate, as well as the related net interest and penalties.

We file income tax returns in Australia, Canada, Israel, Singapore and the United States. The Israeli tax authorities audited our income tax returns for the fiscal years leading up to and including 2011. We are currently being examined by the Israel tax authorities for income tax returns filed for the fiscal years 2012 and 2013 and may be further subject to examination for any subsequent years. Management's judgment is required in determining our provision for income taxes in each of the jurisdictions in which we operate. The provision for income tax is calculated based on our assumptions as to our entitlement to various benefits under the applicable tax laws in the jurisdictions in which we operate. The entitlement to such benefits depends upon our compliance with the terms and conditions set out in these laws. Although we believe that our estimates are reasonable and that we have considered future taxable income and ongoing prudent and feasible tax strategies in estimating our tax outcome, there is no assurance that the final tax outcome will not be different than those which are reflected in our historical income tax provisions and accruals. Such differences could have a material effect on our income tax provision, net income and cash balances in the period in which such determination is made.

Share-based compensation

We measure and recognize stock-based compensation expense based on the fair value measurement for all share-based payment awards made to our employees, including employee stock options and restricted stock awards (RSUs), over the service period for awards expected to vest. Stock-based compensation expense associated with employee stock options in 2015, 2014, and 2013 was $2.6 million, $1.2 million and $2.5 million, respectively.

Under ASC 718, we estimate the value of employee stock options as of date of grant using a Black & Scholes-based option valuation model. The determination of fair value of stock option awards on the date of grant is affected by several factors including our stock price, our stock price volatility, the risk-free interest rate, expected dividends and employee stock option exercise behaviors. If such factors change and we employ different assumptions for future grants, our compensation expense may differ significantly from the amounts that we have recorded in the past. In addition, our compensation expense is affected by our estimate of the number of awards that will ultimately vest. The RSUs are measured at the grant date based on the market value of our common stock. See Note 2u to the financial statements included elsewhere in this report.

Phantom share-based payment

We have made share-based awards in the past that are considered liability awards and have required the measurement and recognition of compensation expense based on estimates of fair values in accordance with ASC 718. We determined the fair value of each award at the end of each fiscal quarter and recognized any change in value in our income statement. The determination of the fair value of these awards requires the use of subjective assumptions based on the binominal option pricing model.

During 2014, we granted several of our employees a right to a bonus payment based on an increase in our ordinary share value (the "phantom award") under which the employees are entitled to receive in cash or shares, in our discretion, the difference between exercise price, subject to adjustments for dividend distributions made until the actual payment of the bonus and the value of our ordinary shares with such bonus right vesting over a four-year period on an annual basis.

According to ASC 718-10, "instruments that are required to be cash-settled (e.g., cash-settled stock appreciation rights) or require cash settlement on the occurrence of a contingent event that is considered probable" should be treated as a liability. As such, in this case, the share-based compensation is accounted for as a liability award. According to ASC 718-10, in connection with the measurement of the liability settlement, the value of the award should be measured each reporting date until settlement. The fair value of the phantom award was calculated using the Binominal option pricing model.

See Note 2u to the financial statements included elsewhere in this report.

B . Liquidity and Capital Resources

Our primary capital requirements have been to fund production capacity expansions, as well as investments in and acquisitions of third-party distributors, such as our acquisition of the business of our former Australian distributor, our investment in and acquisition of Caesarstone USA, formerly known as U.S. Quartz Products, Inc and the construction of our new manufacturing facility in the United States. Our other capital requirements have been to fund our working capital needs, operating costs, meet required debt payments and to pay dividends on our capital stock.

Capital resources have primarily consisted of cash flows from operations, cash generated from the March 2012 IPO, proceeds from the land purchase agreement and leaseback in connection with our Bar Lev facility and borrowings under our credit facilities. Our working capital requirements are affected by several factors, including demand for our products, raw material costs and shipping costs.

Our inventory strategy is to maintain sufficient inventory levels to meet anticipated customer demand for our products. Our inventory is significantly impacted by sales in the United States, Australia and Canada, our largest markets, due to the 40-60 days required to ship our products to these locations from Israel. We continue to focus on meeting market demand for our products while improving our inventory efficiency over the long term by implementing procedures to improve our production planning process.

We minimize working capital requirements through our distribution network that allows sales and marketing activities to be provided by third-party distributors. We believe that, based on our current business plan, our cash, cash equivalents and short term bank deposits on hand, cash from operations and borrowings available to us under our revolving credit line and short-term facilities, we will be able to meet our capital expenditure and working capital requirements, and liquidity needs for at least the next twelve months. We may require additional capital to meet our longer term liquidity and future growth requirements. Continued instability in the capital markets could adversely affect our ability to obtain additional capital to grow our business and would affect the cost and terms of such capital.

Cash flows

The following table presents the major components of net cash flows used in and provided by operating, investing and financing activities for the periods presented:

	As of December 31,		
	2015	2014	2013
	(in thousands of U.S. dollars)		
Net cash provided by operating activities	$ 85,661	$ 76,024	$ 75,670
Net cash used in investing activities	(65,736)	(27,726)	(54,077)
Net cash provided by (used in) financing activities	2,149	(26,671)	(26,424)

Cash provided by operating activities

Operating activities consist primarily of net income adjusted for certain non-cash items. Adjustments to net income for non-cash items include depreciation and amortization, share-based compensation and deferred taxes. In addition, operating cash flows are impacted by changes in operating assets and liabilities, principally inventories, accounts receivable, prepaid expenses and other assets, accounts payable and accrued expenses.

Cash provided by operating activities increased by $9.6 million in 2015 compared to 2014, despite a slight decrease of $0.8 million in net income, mainly as a result of an inventory increase of $15.3 million during 2015 compared to $22.3 million during 2014 and non cash expenses in connection with our provision for settled claims and loss contingencies. Cash provided by operating activities increased by $0.4 million in 2014 compared to 2013, despite growth of $15.9 million in net income, mainly as a result of an inventory increase of $22.3 million during 2014 compared to $7.3 million in 2013.

Cash used in investing activities

In 2015, 2014 and 2013, our capital expenditures in cash totaled $76.5 million, $86.4 million, and $27.4 million, respectively. Capital expenditures from 2015 and 2014 related primarily to our capacity expansion projects, with the majority invested in the new U.S. production facility and a much smaller portion in 2014 going toward the completion of the fifth production line at our Bar-Lev facility in Israel. Capital expenditures in 2013 included $14.9 million for the construction of the fifth line in Bar-Lev and $3.6 million for the construction of the new manufacturing facility in the United States. Net cash used in investing activities for the years ended December 31, 2015, 2014 and 2013 were $65.7 million, $27.7 million, and $54.1 million, respectively. In 2015, our cash used in investing activities was $65.7 million, consisting principally of $76.5 million of capital expenditures offset by $10.7 million of bank deposits converted to cash. In 2014, our cash used in investing activities was $27.7 million, consisting principally of $86.4 million of capital expenditures offset by $58.0 million of bank deposits converted to cash. In 2013, our cash used in investing activities was $54.1 million, consisting primarily of $26.3 million of cash converted to bank deposits and $27.4 million of capital expenditures.

The majority of our investment activities have historically been related to the purchase of manufacturing equipment and components for our production lines, as well as acquisitions of businesses, including our former Australian distributor and our Caesarstone USA acquisition. In order to support our overall business expansion, we will continue to invest in manufacturing equipment and components for our production lines. Moreover, we may spend additional amounts of cash on acquisitions from time to time, if and when such opportunities arise.

On October 15, 2010, we closed an agreement to establish a joint venture, Caesarstone Canada Inc., with our former distributor in Eastern Canada. In connection with the formation of the joint venture, we granted Ciot a put option and Ciot granted us a call option for its interest, each exercisable any time between July 1, 2012 and July 1, 2023. Exercise of the put option requires six months prior notice. Exercise of the call option does not require prior notice. The purchase price following such an exercise is to be determined in accordance with the call and put formulas, which are based on multiples that are subject to change based on the number of slabs sold and adjustments related to changes in price per slab for Caesarstone Canada Inc. The put option may only be exercised for at least $5 million plus an additional amount equal to interest at a yearly rate of 3.75%. The exercise of the put or call option would result in an increase in our ownership interest from 55% to 100%.

Cash provided by (used in) financing activities

Net cash used in financing activities for 2015 was $2.1 million, which included a $3.2 million of bank credit increase offset by $1.1 million of repayment of a financing leaseback arrangement related to our Bar-Lev facility, as described in "—Land purchase agreement and leaseback". Net cash used in financing activities for 2014 was $26.7 million, which included a $20.0 million dividend to our shareholders in December 2014, $5.5 million of net loan repayments and $1.2 million of repayment of a financing leaseback arrangement related to our Bar-Lev facility Net cash used in financing activities for 2013 was $26.5 million, which included a $20.1 million dividend to our shareholders in December 2013, $5.2 million of net loan repayments and $1.1 million of repayment of a financing leaseback related to the Bar-Lev transaction.

Credit facilities

As of December 31, 2015, we had debt from commercial banks in the total amount of $3.2 million. Our long-term debt consists only of financing the lease-back related to the Bar-Lev sale and lease-back transaction with the Kibbutz. We also received a loan on January 17, 2011, in the amount of CAD 4.0 million ($4.1 million) to Caesarstone Canada Inc. by its shareholders, Ciot and us, on a pro rata basis. The loan bears an interest rate until repayment at a per annum rate equal to the Bank of Canada's prime business rate plus 0.25%, with the interest accrued on the loan paid on a quarterly basis. The loan balance as of December 31, 2015 was $1.3 million (reflects the portion of the loan received from Ciot), which was included in related party and other loan line item.

As of December 31, 2015, we had short-term credit lines with total availability of $11.8 million, consisting of $0.2 million from Israeli banks, none of which were utilized, and $11.6 million from Canadian banks, out of which $3.2 million were utilized. Our revolving credit lines from Israeli banks and Canadian banks are subject to annual renewal.

Our credit facilities and services provided by banks in Israel are secured with a "Negative floating pledge," whereby we committed not to pledge or charge and not to undertake to pledge or charge our general floating assets.

Capital expenditures

Our capital expenditures have included the expansion of our manufacturing capacity and capabilities, and investment and improvements in our information technology systems. In 2015, 2014, and 2013, our capital expenditures were $76.5 million, $86.4 million, and $27.4 million, respectively. We anticipate that we will continue to invest in capacity expansions in the next few years. Our investments related to the new U.S. manufacturing facility with its first two production lines is estimated to be approximately $130 million, substantially all of which was invested through December 31, 2015. Both lines became operational during 2015. After completion of first phase implementation of a new global ERP system in Israel and Canada in 2013, we completed in 2014 the roll-out of the ERP system in the United States and Australia. The total investment in the new ERP system was $2.9 million.

Land purchase agreement and leaseback

Pursuant to a land purchase agreement entered into on March 31, 2011, which became effective upon our IPO, Kibbutz Sdot-Yam acquired from us our rights in the lands and facilities of the Bar-Lev Industrial Park in consideration for NIS 43.7 million (approximately $10.9 million). The carrying value of the Bar-Lev land at the time of closing this transaction was NIS 39.0 million (approximately $9.9 million). The land purchase agreement was executed simultaneously with the execution of a land use agreement.

Pursuant to the land use agreement, Kibbutz Sdot-Yam permits us to use the Bar-Lev land for a period of ten years commencing on September 2012, that will be automatically renewed, unless we give two years' prior notice, for a ten-year term in consideration for an annual fee of NIS 4.1 million (approximately $1.1 million) to be linked to increases in the Israeli consumer price index. The fee is subject to adjustment following January 1, 2021 and every three years thereafter at the option of Kibbutz Sdot-Yam if Kibbutz Sdot-Yam chooses to obtain an appraisal that supports such an increase. The appraiser would be mutually agreed upon or, in the absence of agreement, will be chosen by Kibbutz Sdot-Yam from a list of assessors recommended at that time by Bank Leumi.

Our equipment that resides within the premises is considered integral equipment (as defined in ASC 360-20-15-4) due to the significant costs involved in relocating such equipment. Since we did not sell this equipment to Kibbutz Sdot-Yam as part of the transaction, the transaction is considered a partial sale and leaseback of real estate. As a result, the transaction does not qualify for "sale lease-back" accounting as defined under the relevant provisions of ASC 360-20, and we recorded the entire amount to be received as consideration as a liability while the land and building remained on our balance sheet until the end of the lease term under the provisions of ASC 840-40. As the amount to be paid under the sale-leaseback agreement accreted using our incremental borrowing rate would not cover the anticipated depreciated cost of the building and land at the end of the lease the entire amount paid will be accreted to the anticipated book value of the land and building at the end of the lease term using the effective interest method.

C . Research and Development, Patents and Licenses

Our research and development department is located in Israel and is comprised of 14 employees with extensive experience in engineered quartz surface manufacturing, polymer science, engineering, product design and engineered quartz surface applications. A small portion of our research and development efforts had benefited from grants from the OCS in the Israeli Ministry of Economy and Industry. OCS program ended during 2013. In 2015, research and development costs accounted for approximately 0.6% of our total revenues.

We have begun to pursue a strategy of seeking patent protection for some of our technologies. We have obtained patents for certain of our technologies and have pending patent applications that were filed in various jurisdictions, including the United States, Europe, Australia, China and Israel, which relate to our manufacturing technology and certain products. We act to protect other innovative proprietary technologies developed by us by implementing confidentiality protection measures without pursuing patent registration. No patent application is material to the overall conduct of our business.

Research and development expenses, net , were $3.1 million, $2.6 million and $2.0 million in 2015, 2014 and 2013, respectively.

For a description of our research and development policies, see "ITEM 4.B: Information on Caesarstone—Business Overview—Research and development."

D . Trend Information

Other than as disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the period from January 1, 2015 to December 31, 2015 that are reasonably likely to have a material adverse effect on our net revenues, income, profitability, liquidity or capital resources, or that caused the disclosed financial information to be not necessarily indicative of future operating results or financial condition.

E . Off-Balance Sheet Arrangements

We do not currently engage in off-balance sheet financing arrangements. In addition, we do not have any interest in entities referred to as variable interest entities, which includes special purpose entities and other structured finance entities.

F . Contractual Obligations

Our significant contractual obligations and commitments as of December 31, 2015 are summarized in the following table:

	2016	2017	2018	2019	2020	2021 and thereafter	Other	Total (unaudited)
				(in thousands of U.S. dollars)				
Sale-leaseback	$ 1,080	$ 1,080	$ 1,080	$ 1,080	$ 1,080	$ 1,804	—	$ 7,204
Operating lease obligations	11,995	10,618	8,960	7,513	5,537	$ 44,462	—	89,085
Purchase obligations(1)	3,808	—	—	—	—	—	—	3,808
Accrued severance pay, net(2)	—	—	—	—	—	—	1,013	1,013
Total	$ 16,883	$ 11,698	$ 10,040	$ 8,593	$ 6,617	$ 44,574	$ 2,455	$ 100,860

(1) Consists of enforceable and legally binding purchase obligations to suppliers. Does not include purchase obligations to Microgil, our former third-party quartz processor in Israel, based on a quartz processing agreement entered into between us and Kfar Giladi that was subsequently assigned to Microgil, an entity that we believe is controlled by Kfar Giladi. It is our position that the production facility established by Kfar Giladi and Microgil was not operational until approximately two years after the date required by the Processing Agreement, and as a result, we were unable to purchase minimum quantities set forth in the Processing Agreement. It is also our position, which is disputed by Kfar Giladi and Microgil, that the Processing Agreement was terminated by us following its breach by Kfar Giladi and Microgil. See "ITEM 8.A: Financial Information—Consolidated Financial Statements and Other Financial Information—Legal proceedings."

(2) Severance pay relates to accrued severance obligations to our Israeli employees as required under Israeli labor law. These obligations are payable only upon termination, retirement or death of the relevant employee and there is no obligation if the employee voluntarily resigns. See also Note 2q to our consolidated financial statements included elsewhere in this annual report for further information regarding accrued severance pay.

(3) Uncertain income tax positions under ASC 740 (formerly FIN 48) guidelines for accounting for uncertain tax positions are due upon settlement and we are unable to reasonably estimate the ultimate amounts or timing of settlement. See Note 11 to our consolidated financial statements included elsewhere in this annual report for further information regarding our liability under ASC 740.

I TEM 6 : Directors, Senior Management and Employees

A. Directors and Senior Management

Our directors and executive officers, their ages and positions as of February 24, 2016, are as follows:

Name	Age	Position
Officers		
Yosef Shiran	53	Chief Executive Officer
Yair Averbuch	55	Chief Financial Officer
David Cullen	56	Managing Director, Caesarstone Australia
Daniel Clifford	58	President, Caesarstone USA
Giora Wegman	64	Deputy Chief Executive Officer
Michal Baumwald Oron	42	Vice President, Business Development and General Counsel
Eli Feiglin	48	Vice President, Marketing
Shmuel Moran	61	Vice President, Operations
Erez Margalit	48	Vice President, Research and Development
Lilach Gilboa	43	Vice President, Human Resources
Directors		
Yonathan Melamed(4)	72	Chairman
Ron Kaplan(4)	64	Director
Moshe Ronen(2)(3)(4)	65	Director
Shachar Degani	49	Director
Irit Ben-Dov (1)(2)(3)(4)(5)	45	Director
Ofer Borovsky (1)(2)(3)(4)(5)	61	Director
Ofer Tsimchi(1)(4)	56	Director
Amit Ben Zvi	63	Director
Amihai Beer	35	Director

(1) Member of our audit committee.
(2) Member of our compensation committee.
(3) Member of our nominating committee.
(4) Independent under the Nasdaq rules.
(5) External director under the Israeli Companies Law.

Executive Officers

Yosef Shiran has served as our Chief Executive Officer since January 2009 and serves as the chairman of our subsidiaries in the United States, Australia, Canada and Singapore. Starting from May 2014, Mr. Shiran serves as a director at Anagog Ltd., a company developing technology for parking locating and spotting. Prior to joining us, in August 2008, Mr. Shiran established operations for a company wholly-owned by him in the textile industry. From January 2001 to August 2008, Mr. Shiran served as Chief Executive Officer and director of Tefron Ltd., an Israeli manufacturer of intimate apparel and activewear that was listed on the New York Stock Exchange and is currently listed on the Tel Aviv Stock Exchange. From 1995 to 2000, Mr. Shiran served as Chief Executive Officer of Technoplast Industries Ltd., an injection molding and plastic extrusion manufacturing company that was listed on the Tel Aviv Stock Exchange and the London Stock Exchange. Between 1989 and 1995, Mr. Shiran held different managerial positions in the building and electric infrastructures industries. Between 2002 and 2006, Mr. Shiran served as the Chairman of the Board of Directors of Alba Health, LLC, and a U.S. affiliate of Tefron Ltd. that developed and manufactured textile products for the healthcare industry. Between 2001 and 2008, Mr. Shiran served as Chairman and a director in other private companies. From June 2007 to December 2008, Mr. Shiran served as the chairman of the Textile Manufacturers Association of Israel. Mr. Shiran holds a B.Sc. degree in Industrial Engineering from Ben Gurion University, Israel and an M.B.A. from Bar Ilan University, Israel.

Yair Averbuch has served as our Chief Financial Officer since April 2010. Prior to joining us, from September 2005 to April 2010, Mr. Averbuch served as Chief Financial Officer and Chief Administrative Officer for the Israeli operations of Applied Materials, Inc., a semiconductor capital equipment company (Nasdaq: AMAT). From 1997 to 2005, Mr. Averbuch served as a business unit controller of various Applied Materials' Product Business Groups. From 1995 to 1997, Mr. Averbuch served as Chief Financial Officer of Orbot Instruments Ltd., an Israeli provider of diagnostic and control tools to semiconductor manufacturers, acquired by Applied Materials in 1997. Mr. Averbuch holds a B.A., M.A. and M.B.A. in Business Administration and Economics, each from Hebrew University, Jerusalem.

David Cullen has served as our Chief Executive Officer for Caesarstone Australia since April 2010. Prior to joining us, from January 2009 to March 2010, Mr. Cullen served as General Manager in Australia of Komatsu Ltd., a Japanese manufacturer of industrial and mining equipment. From January 2006 to November 2008, he served as Chief Executive Officer of Global Food Equipment Pty Ltd., an Australian importer and distributor of commercial food equipment. From 2004 to 2006, he served as Chief Executive Officer of White International Pty Ltd., an Australian supplier of industrial and residential pump products. From 2003 to 2004, Mr. Cullen served as Chief Executive Officer of Daisytek Australia Pty Ltd, a subsidiary of Daisytek International Corporation. From 1996 to 2002, he served as Chief Executive Officer of Tech Pacific Australia Pty Ltd., the largest distributor of IT equipment in the Asia-Pacific region. Mr. Cullen has held various other management positions in other companies since 1985. Mr. Cullen holds a Bachelor of Commerce degree from the University of New South Wales.

Daniel Clifford has served as our President, Caesarstone USA since February 2016. Mr. Clifford previously served as President, Caesarstone Canada from January 2015 to February 2016. Prior to joining us, Mr. Clifford served as President and Chief Executive Officer of the Vermont Castings Group from March 2010 to July 2013, and as Group President and Chief Commercial Officer for Rexnord Industries from 2004 to 2008. Previously, Mr. Clifford was the President and Chief Executive Officer of the Eureka Company from 2002 to 2004 and held several management positions with Whirlpool Corporation, including VP Sales and Marketing, North America, VP Global Brand Marketing and VP and General Manager, Whirlpool Canada. Mr. Clifford holds an honours degree in Social Sciences from McMaster University in Ontario, Canada.

Giora Wegman has served as our Deputy Chief Executive Officer since August 2010 and since October 2014 has served as a member of the Kibbutz Sdot-Yam economic council. From June 2008 to July 2010, Mr. Wegman served as a member of our board of directors, and from June 2008 he has served as the Manager of Business of Kibbutz Sdot-Yam. From 1988 to July 2008, Mr. Wegman held various management positions in our Company. From 2000 to February 2006, he served as Co-CEO, and from February 2006 to July 2008, he served as our Deputy CEO. Mr. Wegman holds a B.A. in Mechanical Engineering from Rupin College, Israel.

Michal Baumwald Oron has served as our General Counsel since September 2009 and since January 2013, also as our Vice President Business Development. Prior to joining us, from August 2004 to June 2009, Ms. Baumwald Oron served as Secretary and General Counsel of Tefron Ltd., an Israeli manufacturer of intimate apparel and activewear that was listed on the New York Stock Exchange and is currently listed on the Tel Aviv Stock Exchange, and from May 2003 to August 2004, Ms. Baumwald Oron served as the Legal Counsel of Tefron. From 2001 to May 2003, Ms. Baumwald Oron managed a private legal practice, and from October 1998 to December 2000, she practiced law at a private commercial law firm in Tel-Aviv, Israel. From 1995 to October 1998, Ms. Baumwald Oron served as legal counsel in the Israel Defense Forces. Ms. Baumwald Oron holds an LL.B. from Tel-Aviv University, Israel and an LL.M. from Bar-Ilan University, Israel, and was admitted to the Israeli Bar in 1996.

Eli Feiglin has served as our Vice President Marketing since December 2009. Prior to joining us, Mr. Feiglin served as Vice President Marketing of Jafora-Tabori Ltd., a manufacturer and marketer of soft drinks, from 2005 to December 2009. From 2004 to 2005, Mr. Feiglin served as Chief Executive Officer of Comutech Ltd., a distributor of Siemens AG mobile handsets in Israel. From 1999 to 2004, Mr. Feiglin served as Marketing Manager of Pelephone Ltd., a cellular communications provider in Israel, and from 1996 to 1999, Mr. Feiglin served as Category Manager of Osem (Nestle Israel), a food manufacturer and distributor. From 1992 to 1996, Mr. Feiglin served as Project Manager of POC Strategic Consulting Ltd., a strategy and marketing consulting company. Mr. Feiglin holds a B.A. in Management and Economics and an M.B.A., each from Tel-Aviv University, Israel.

Shmuel Moran has served as our Vice President of Operations since January 1, 2016. Mr. Moran served as our Special Projects Manager from December 1, 2014 to December 31, 2015. Prior to joining us, Mr. Moran served as General Manager and Corporate VP for IMI Israel (Israeli Military Industries Ltd.), from October 2009 to November 2014. Mr. Moran holds a B.Sc. in Electronics and an M.B.A. from Tel Aviv University.

Erez Margalit has served as our Vice President Research and Development since August 2013 and joined us in December 2010 as our R&D Engineering Manager. Prior to joining us, from 2008 to October 2010, Mr. Margalit served as Director of Equipment, Reliability and Services of Fab1 and Fab2 of Tower Semiconductor Ltd., a manufacturer of microelectronic devices. From 2001 to 2008, Mr. Margalit served as Technical Manager for several departments in Tower Semiconductor Ltd. Mr. Margalit has specialized in designing, developing and implementing unique industry machinery for unique applications. Mr. Margalit holds a degree in Electronics (Practical Engineer) from Emek Izrael College.

Lilach Gilboa has served as our Vice President Human Resources and member of our management since August 2007. From 2002 through July 2007, Ms. Gilboa served as our Manager of Human Resources. Prior to joining us, from 1998 to 2000, Ms. Gilboa served as Recruitment Manager in the operations department of ECI Telecom Ltd., an Israeli manufacturer of network infrastructure equipment, and from 2000 to 2002, Ms. Gilboa served as Manager of Human Resources in the IT department at the same company. Ms. Gilboa holds a B.A. in Behavior Science and Human Resources from The College of Management Academic Studies, Israel and an M.A. in Organizational Sociology from Tel-Aviv University, Israel.

Directors

Yonathan Melamed has served as Chairman of the Board of Directors since December 2015. From August 2008, Mr. Melamed served as a director on our Board. Mr. Melamed has served as Chairman of Rahan Meristem 1998 Ltd. since 2004; Miluot Ltd., The Gulf Settlements (1993) Buying Organization Ltd. and Golan Plastic Ltd. since 2006; and Bio-Bee Sde Eliyahu Ltd. since 2010. Mr. Melamed has also served as a director of Assive Ltd. since 2006 and Sde Eliyahu Spices, Nahsholim Vacations at Dor Beach, Agriculture Nahsholim Agricultural Cooperative Society Ltd. and Tefen Plastic Products Manufacturing & Marketing 1990 Ltd. since 2010; and Tamar Hamakim Ltd. and Cabiran (1991) Ltd. since 2013. From 2004 to 2011, Mr. Melamed served as Chairman of the Kibbutz Industry Association and also as Chairman of Plastive Packaging Products Ltd. (Yakum). From 2006 to 2011, Mr. Melamed served as director of Toam Import and Expot Ltd., and from 2006 to 2010, as Chairman of Arkal Filtration Systems. Mr. Melamed also served as Chairman of Polyon Barkai Industries (1993) Ltd. from 2009 to 2012, Gvat Agriculture and Business Cooperative Society Ltd. from 2006 to 2008, Chairman of Bashan Radiators Ltd. from 2000 to 2008 and Chairman of Mapal Plastic Products (Mavo Hama) from 2000 to 2007. Mr. Melamed holds a Practical Engineering degree in Electronic Engineering from the Israeli Institute of Technology in Haifa.

Moshe Ronen has served as a director since February 2004. From August 2015, Mr. Ronen served as a director of Arad Ltd. (traded on the Tel Aviv Stock Exchange). From February 1992 to March 1999, Mr. Ronen served as Chief Executive Officer of Golden Channels Ltd. From September 2000 to October 2005, Mr. Ronen served as Chief Executive Officer of Golden Pages Ltd. From June 2004 to November 2013, Mr. Ronen served as a director of Knafaim Holding Limited, an Israel-based tourism and air aviation services company, traded on the Tel Aviv Stock Exchange. From January 2013 to January 2015, Mr. Ronen has served as a member of the board of governors and management committee of The Wingate Institute, an Israeli national center for physical education and sport. Mr. Ronen holds a B.Sc. in Mathematics, Statistics and Complementary Studies from the Hebrew University, Israel, and a B.A. in Psychology from the Open University, Israel.

Shachar Degani has served as our director since November 2011. Since March 2014, Mr. Degani has served as Kibbutz Sdot-Yam's General Secretary. Since October 2013, Mr. Degani has served as community manager of Kibbutz Yechiam. From July 2009 to November 2012, Mr. Degani served as community manager of Kibbutz Tel-Yosef. From January 2008 to 2009, Mr. Degani served as the manager of our factory equipment project. From January 2006 to December 2007, he served as Kibbutz Sdot-Yam's community manager, and from January 2000 to December 2005, he served as manager of a business unit of Sdot Yam Business Ltd. called Caesar Art & Sdot Yam. Mr. Degani holds an Executive B.A. in Business Administration from Rupin College, Israel and an M.B.A specializing in finance from Natanya Academic College.

Irit Ben-Dov has served as our director since March 2012 as an external director under the Companies Law. Since February 2015 Ms. Ben-Dov has served as the VP Finance and CFO of Amiad Water Systems Ltd. (traded on the Alternative Investment Market of the London Stock Market), an Israeli manufacturer which specializes in developing and marketing environmentally-friendly filtration solutions for industrial, municipal, and agricultural use. Since November 2013 to February 2015 Ms. Ben-Dov has served as the VP of Business and Finance of Baccara-Geva, an Israeli manufacturer of pneumatics, automation and control solutions. From January 2012 to October 2013, Ms. Ben-Dov has served as the Chief Financial Officer of Plassim Group, an Israeli manufacturer of plastic pipes and fittings. From January 2011 to December 2011, Ms. Ben-Dov served as the Chief Financial Officer of Dynasec Ltd., a risk management and regulatory compliance software start-up company. From November 2003 to June 2010, Ms. Ben-Dov served as Chief Financial Officer of Maytronics Ltd., an Israeli public company. From 2001 to 2003, Ms. Ben-Dov served as an accountant at Ernst & Young, Israel, and from 1996 to 2001, served as a cost accountant in Kibbutz Yizrael. Ms. Ben-Dov currently serves as an external director and chairperson of the audit committee of Poliram Ltd., an Israeli public company and as an external director of Miluot Development Company of Haifa Gulf Farmsteads Ltd., an Israeli company. Ms. Ben-Dov holds a B.A. in Statistics from Haifa University, Israel and an M.B.A. from Derbi University, Israel. Ms. Ben-Dov is an Israeli Certified Public Accountant.

Ofer Borovsky has served as our director since March 2012 as an external director under the Companies Law. Since May 2005, Mr. Borovsky has served as the Joint Chief Financial Officer of Plasson Industries Ltd., an Israeli public company traded on the Tel Aviv Stock Exchange and Plasson Ltd., a private Israeli company. From 2004 to 2007, Mr. Borovsky served as a marketing consultant to R.M.C. Ltd., a fish food producer and marketing company. From 2004 to 2009, Mr. Borovsky served as a member of the Financial Committee of Granot Ltd., an Israeli cooperative association. From 2005 to 2008, he served as the chairman of the Investment Committee at Yaniv Pension Fund. From 2000 to 2004, Mr. Borovsky served as treasurer of Plasson Industries Ltd., Plasson Ltd. and Kibbutz Maagan Michael and its corporations. From 1990 to 2000, Mr. Borovsky served as marketing manager for the Kibbutz Maagan Michael fish industry and Mag Noy Ltd., an ornamental fish export company, and from 1985 to 1990, he served as treasurer of Plasson Industries Ltd. and Kibbutz Maagan Michael and its corporations. Mr. Borovsky currently serves as an external director of Gan Shmuel Foods Ltd., an Israeli public company traded on the Tel Aviv Stock Exchange and as a director of Plasson Industries Ltd. and Plasson Ltd. Mr. Borovsky holds a B.A. in Business Administration and Economics from Rupin College, Israel, an M.B.A. from Manchester University, United Kingdom and D.B.A. from the Business School Lausanne in Lausanne, Switzerland.

Ofer Tsimchi has served as our director since December 2014. He is a managing partner of Danbar Group Ltd., which he co-founded in 2006. Mr. Tsimchi served as the Executive Chairman of the Board of Polysack Plastic Industries Ltd. from 2008 to 2011. Mr. Tismchi has been a director of Redhill Biopharma since 2011, Maabarot Products Ltd. since 2014, and Kidron Industrial Materials ltd since 2003. From 2003 until 2005, he served as director and Chief Executive Officer of Kidron Industrial Holdings Ltd. Group. From 2002 until 2003, Mr. Tismchi was a Business Development Manager of ProSeed Capital Fund. From 2000 until 2001, Mr. Tismchi acted as the Chief Executive Officer of Insider Financial Services Ltd. From 1997 until 2000, Mr. Tsimchi served as the Chief Executive Officer of Inbar Moulded Fiberglass and from 1993 until 1997 as its Vice President of Marketing and Sales. He was the Community Director and Secretary of Kibbutz Hamadia from 1990 until 1993. Mr. Tsimchi holds a B.Sc. in Economics and Agriculture from the Hebrew University, Israel.

Amihai Beer has served as our director since December 2014. He has served as a director of Nice-Vend Ltd. since 2011. Mr. Beer has been an associate at AYR Law Firm since 2009. Mr. Beer served as the Economic Counsel Secretary of Kibbutz Sdot-Yam and resigned from this position following his election to our board of directors. Since 2009 Mr. Beer has been acting as Kibbutz Sdot-Yam's and its Economic Counsel's legal advisor. Mr. Beer holds an LL.B. from the Netanya Academic College, Israel and was admitted to the Israeli Bar in 2009.

Ronald Kaplan has served as our director since December 2015. Mr. Kaplan has served as Chairman of the board of directors of Trex Company, Inc. (NYSE: TREX) since August 2015. From May 2010 to August 2015, Mr. Kaplan served as Chairman, President and Chief Executive Officer of Trex Company, Inc. From January 2008 to May 2010, Mr. Kaplan served as a director and President and Chief Executive Officer of Trex Company, Inc. From February 2006 through December 2007, Mr. Kaplan served as Chief Executive Officer of Continental Global Group, Inc. For 26 years prior to this, Mr. Kaplan was employed by Harsco Corporation (NYSE: HSC), an international industrial services and products company, at which he served in a number of capacities, including as senior vice president, operations, and, from 1994 through 2005, as President of Harsco Corporation's Gas Technologies Group, which manufactures containment and control equipment for the global gas industry. Mr. Kaplan received a B.A. in economics from Alfred University and a M.B.A. from the Wharton School of Business, University of Pennsylvania.

Amit Ben Zvi has served as our director since December 2015. Mr. Ben Zvi served as the business manager of Kibbutz Sdot-Yam since May 2015. From 2010 to 2014, Mr. Ben Zvi served as our safety health environment and quality manager. From 2004 to 2010, Mr. Ben Zvi served as the Chief Executive Officer of the Sdot-Yam Business, Maintenance and Management Cooperative Agricultural Society Ltd. From 1999 to 2004, Mr. Ben Zvi served as our vice president, operations. From 1995 to 1998, Mr. Ben Zvi served as vice president, operations of Ram-On Investments and Holdings (1999) Ltd. (formerly Polyram). From 1991 to 1995, Mr. Ben Zvi served as a regional service manager at Amnir Recycling Ltd. Mr. Ben Zvi holds a B.Sc. in Industrial Management from Tel Aviv University and an M.B.A. with a concentration in finance from the Ruppin Academic Center, Israel.

B . Compensation of Officers and Directors

The aggregate compensation paid by us and our subsidiaries to our current executive officers, including stock-based compensation, for the year ended December 31, 2015, was $8.2 million. This amount includes $0.9 million set aside or accrued to provide pension, severance, retirement or similar benefits or expenses.

Pursuant to a management services agreement with a company wholly-owned by our Chief Executive Officer, Yosef Shiran, in consideration for services provided by Mr. Shiran personally, we pay Mr. Shiran a monthly fee of NIS 122,340 (approximately $31,000) indexed to the November 2008 Israeli consumer price index plus VAT, as well as provide benefits that are customary for senior executives in Israel, including a car allowance. Mr. Shiran is also entitled to an annual bonus equal to 2.5% of our net income in excess of NIS 20 million ($5.1 million) without any guaranteed minimum. Mr. Shiran is entitled to three months' notice prior to termination of his employment and to a further six-month period during which he is entitled to all of his rights under the management services agreement, except in the case of a termination for cause, and is required to continue to provide services to us for three months of the nine-month notice period. The management services agreement was entered into prior to the adoption of our compensation policy and the amendment to the Companies Law that mandates Israeli public companies to adopt compensation policies and therefore the terms of Mr. Shiran's engagement under the management services agreement was not subject to the approvals required by such amendment and its original terms are not subject to our compensation policy.

Each director other than the chairman of our board of directors, is entitled to the payment of annual fee of NIS 120,000 (approximately $31,000), and payment of NIS 3,350 (approximately $860) per meeting for participating in meetings of the board and committees of the board. The annual fee shall not exceed the annual fee of an expert external director set forth in the Companies Regulations (Rules regarding Compensation and Expenses of External Directors) 5760-2000 as adjusted by the Companies Regulations (Relief for Public Companies with Shares Listed for Trading on a Stock Market Outside of Israel), 5760-2000. The compensation awarded for participating in resolutions that adopted without an actual convening (i.e., unanimous written resolutions) and for participating through media communication will be reduced as follows: (1) for resolutions that will be adopted without an actual convening, the participation compensation will be reduced by 50%; and (2) for participation through media communication, the participation compensation will be reduced by 60%. The participation compensation and the annual fee is inclusive of all expenses incurred by our directors in connection with their participation in a meeting held at our offices or with regard to resolutions resolved by written consent or teleconference. In addition, our directors (other than the chairman of the Company's Board and external directors) are entitled to reimbursement for expenses related to their participation at meetings taking place not at our offices and outside their respective residency area.

The chairman of our board of directors, Yonathan Melamed, is entitled to a monthly fee in the amount of NIS 55,000 (approximately $14,100). The Company provides Mr. Melamed with a vehicle, to which he shall be entitled for additional three months following the termination of his service as chairman. The Company also provides Mr. Melamed with a cellular phone and pays any expenses incurred by him in relation to the performance of his role as our chairman of the board of directors.

For a discussion of the compensation granted to our five most highly compensated office holders during or with respect to 2015, see "Individual Covered Executive Compensation" below, and for a discussion of the compensation paid to our directors during or with respect to 2015, see "Compensation of Directors" below.

Individual Covered Executive Compensation

The table below reflects the compensation granted to our five most highly compensated office holders (as defined in the Companies Law) during or with respect to the year ended December 31, 2015. We refer to the five individuals for whom disclosure is provided herein as our "Covered Executives." For purposes of the table below, "compensation" includes amounts accrued or paid in connection with salary cost, consultancy fees, bonuses, equity-based compensation, retirement or termination payments, benefits and perquisites such as car, phone and social benefits and any undertaking to provide such compensation. All amounts reported in the table are in terms of cost to the Company, as recognized in our financial statements for the year ended December 31, 2015, plus compensation paid to such Covered Executives following the end of the year in respect of services provided during the year. Each of the Covered Executives was covered by our D&O liability insurance policy and was entitled to indemnification and exculpation in accordance with applicable law and our articles of association.

Name and Principal Position [1]	Salary [2]	Bonus [3]	Equity-Based Compensation [4]	All other compensation [5]	Total
			USD		
Yosef Shiran	401,731	1,503,475	1,595,150	36,003	3,536,359
Sagi Cohen	413,932	74,075	37,896	18,537	544,440
Erez Margalit	183,628	127,778	151,109	4,814	467,329
David Cullen	287,090	92,655	60,804	8,071	448,620
Yair Averbuch	277,308	38,372	105,991	10,165	431,836

(1) All Covered Executives are employed by Caesarstone on a full time (100%) basis.

(2) Salary includes the Covered Executive's gross salary plus payment of social benefits made by us on behalf of such Covered Executive. Such benefits may include, to the extent applicable to the Covered Executive, payments, contributions and/or allocations for savings funds (e.g., managers' life insurance policy), education funds (referred to in Hebrew as "keren hishtalmut"), pension, severance, risk insurances (e.g., life, or work disability insurance), payments for social security and tax gross-up payments, vacation, medical insurance and benefits, convalescence or recreation pay and other benefits and perquisites consistent with our policies.

(3) Represents annual bonuses granted to the Covered Executive based on formulas set forth in the respective resolutions of the Company's Compensation Committee and the Board of Directors.

(4) Represents the equity-based and phantom share based compensation expenses recorded in the Company's consolidated financial statements for the year ended December 31, 2015, based on the option's or phantom awards fair value, calculated in accordance with accounting guidance for equity-based compensation. For a discussion of the assumptions used in reaching this valuation, see Note 2u to our consolidated financial statements.

(5) Includes mainly leased car and mobile phone expenses.

Employment and consulting agreements with executive officers

We have entered into written employment or service agreements with each of our executive officers.

Employment agreements

We have entered into written employment or services agreements with each of our office holders who is not a director. These agreements each contain customary provisions regarding non-competition, confidentiality of information and assignment of inventions. The non-competition provision generally applies for a period of six months following termination of employment. The enforceability of covenants not to compete in Israel and the United States is subject to limitations. In addition, we are required to provide notice of between two and six months prior to terminating the employment of certain of our senior executive officers other than in the case of a termination for cause.

Indemnification agreements

Our articles of association permit us to exculpate, indemnify and insure our directors and office holders to the fullest extent permitted by law, subject to limited exceptions. We have entered into agreements with each of our current directors and office holders exculpating them from a breach of their duty of care to us to the fullest extent permitted by law, subject to limited exceptions, and undertaking to indemnify them to the fullest extent permitted by law, including with respect to liabilities resulting from our IPO to the extent that these liabilities are not covered by insurance. See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—Exculpation, insurance and indemnification of office holders."

Directors' service contracts

There are no arrangements or understandings between us and any of our subsidiaries, on the one hand, and any of our directors, on the other hand, providing for benefits upon termination of their employment or service as directors of our company or any of our subsidiaries, other than our undertaking to provide Mr. Melamed, chairman of our board of directors, with a vehicle for additional three months following the termination of his service as chairman.

Equity incentive plan

We adopted the 2011 Incentive Compensation Plan (the " **2011 plan** ") in July 2011. We provide stock-based compensation under the 2011 plan to our directors, executive officers, employees and consultants, and those of our affiliates. The 2011 plan is intended to further our success by increasing the ownership interest of certain of our and our subsidiaries employees, directors and consultants and to enhance our and our subsidiaries ability to attract and retain employees, directors and consultants. In 2012, we granted to certain of our key employees and our executive officers, options to purchase 1,545,200 of our ordinary shares at a weighted average exercise price of $11.13 per share. Following dividend distributions equal to $0.58 and $0.57 per share made by us in November 2013 and December 2014, respectively and under an adjustment mechanism of the exercise price set forth in the 2011 plan, the current weighted average exercise price is $10.09. In 2015, we granted our Chief Executive Officer options to purchase 360,000 of our ordinary shares at exercise price of $41.37. We also granted certain of our key employees and executive officers options to purchase 424,000 of our ordinary shares at a weighted average exercise price of $34.99 per share. In addition, during 2015 we granted our key employees and executive officers 55,100 RSUs at a weighted average fair value of $35.04 per share. As of February 24, 2016, 35,190,255 ordinary shares were issued and outstanding.

On December 3, 2015, our shareholders resolved to amend the 2011 plan to increase the aggregate number of shares authorized for issuance under the 2011 plan by 900,000 ordinary shares.

As of February 24, 2016, the number of ordinary shares allocated under the 2011 plan was 3,275,000 ordinary shares, and considering the number of options already granted, we may issue additional 1,300,910 options or RSUs under the 2011 plan.

The number of shares subject to the 2011 plan is also subject to adjustment if particular capital changes affect our share capital. Ordinary shares subject to outstanding awards under the 2011 plan that are subsequently forfeited or terminated for any other reason before being exercised will again be available for grant under the 2011 plan. A share option is the right to purchase a specified number of ordinary shares in the future at a specified exercise price and subject to the other terms and conditions specified in the option award agreement and the 2011 plan. The exercise price of each option granted under the 2011 plan will be determined by our compensation committee. The exercise price of any share options granted under the 2011 plan may be paid in cash, ordinary shares already owned by the option holder or any other method that may be approved by our compensation committee, such as a cashless broker-assisted exercise that complies with applicable laws. A restricted stock unit is the right to receive a specified number of ordinary shares in the future subject to the terms and conditions specified in the award agreement and the 2011 plan.

Our compensation committee may also grant, or recommend that our board of directors grant, other forms of equity incentive awards under the 2011 plan, such as stock appreciation rights, dividend equivalents and other forms of equity-based compensation.

Israeli participants in the 2011 plan may be granted stock options and restricted stock units subject to Section 102 of the Israeli Income Tax Ordinance. Section 102 of the Israeli Income Tax Ordinance, allows employees, directors and officers, who are not controlling shareholders and are considered Israeli residents to receive favorable tax treatment for compensation in the form of shares or options. Our non-employees service providers and controlling shareholders may only be granted options under another section of the Tax Ordinance, which does not provide for similar tax benefits. Section 102 includes two alternatives for tax treatment involving the issuance of options or shares to a trustee for the benefit of the grantees and also includes an additional alternative for the issuance of options or shares directly to the grantee. The most favorable tax treatment for the grantees is under Section 102(b)(2) of the Tax Ordinance, the issuance to a trustee under the "capital gain track." However, under this track we are not allowed to deduct an expense with respect to the issuance of the options or shares. Any stock options granted under the 2011 plan to participants in the United States will be either "incentive stock options," which may be eligible for special tax treatment under the Internal Revenue Code of 1986, or options other than incentive stock options (referred to as "nonqualified stock options"), as determined by our compensation committee and stated in the option agreement.

Our compensation committee administers the 2011 plan. Our board of directors may, subject to any legal limitations, exercise any powers or duties of the compensation committee concerning the 2011 plan. The compensation committee selects which of our and our subsidiaries' and affiliates' eligible employees, directors and/or consultants shall receive options, restricted stock units or other awards under the 2011 plan and determines, or recommends to our board of directors, the number of ordinary shares covered by those awards, the terms under which such awards may be exercised (however, options generally may not be exercised later than 10 years from the grant date of an option) or may be settled or paid, and the other terms and conditions of such awards under the 2011 plan. Holders of equity incentive awards may not transfer those awards, unless they die or the compensation committee determines otherwise.

If we undergo a change of control, as defined in the 2011 plan, subject to any contrary law or rule, or the terms of any award agreement in effect before the change of control, (a) the compensation committee may, in its discretion, accelerate the vesting, exercisability and payment, as applicable, of outstanding options and other awards; and (b) the compensation committee, in its discretion, may adjust outstanding awards by substituting ordinary shares or other securities of any successor or another party to the change of control transaction, or cash out outstanding options and other awards, in any such case, generally based on the consideration received by our shareholders in the transaction.

Subject to particular limitations specified in the 2011 plan and under applicable law, our board of directors may amend or terminate the 2011 plan, and the compensation committee may amend awards outstanding under the 2011 plan. The 2011 plan will continue in effect until all ordinary shares available under the 2011 plan are delivered and all restrictions on those shares have lapsed, unless the 2011 plan is terminated earlier by our board of directors. No awards may be granted under the 2011 plan on or after the tenth anniversary of the date of adoption of the plan.

In 2014, our Board approved phantom awards to several of our key employees. Each award entitles its owner to receive the intrinsic value of the difference between the share price at the time of such options grant and the share price at the time of the option's exercise. A total of 136,000 phantom awards have been granted with a weighted exercise price of $46.65. Following a dividend distribution equal to $0.57 per share made by us in December 2014 and under an adjustment mechanism of the exercise price set forth in the phantom agreements, the current weighted average exercise price is $46.08. The phantom awards shall be vested during a four-year period, and its value may be paid by us at our election, subject to the board decision, either in cash or by our ordinary shares. Similar terms of the 2011 plan, as described above, apply to the phantom award. The cost of such grant will be treated as a liability award and, therefore will be subject to quarterly fluctuations associated with our share price.

On October 27, 2015, our board of directors approved the grant of stock options and RSUs as a partial replacement for the previously granted phantom awards. Accordingly, as of December 31, 2015, 38,750 phantom awards remained outstanding.

The fair value of the remaining phantom awards granted under the plan using a binomial model is estimated to be approximately $0.5 million and $1.6 million as of December 31, 2015 and 2014, respectively, and there was $52,000 of total unrecognized compensation cost related to the phantom awards.

Grant of stock options to Chief Executive Officer

In September 2015, following our shareholders approval, we granted options to Mr. Yosef Shiran, our Chief Executive Officer, personally, to purchase up to 360,000 ordinary shares at an exercise price of $41.37 per share, the closing price of our ordinary shares on the market on the date of grant, which was the date the grant was approved by our shareholders. Prior to the approval by our shareholders, this grant was approved by our compensation committee and our board. This grant is consistent with our Compensation Policy. The grant was made in consideration for serving as a director and chairman of the board of directors of our subsidiaries in the United States, Canada, Singapore and Australia.

As of February 24, 2016, Mr. Shiran held 360,000 options out of which 90,000 options are vested and exercisable with an exercise price of $41.37.

C . Board Practices

Corporate governance practices

As a foreign private issuer, we are permitted to follow Israeli corporate governance practices instead of Nasdaq corporate governance rules, provided that we disclose which requirements we are not following and the equivalent Israeli requirement. We rely on this "foreign private issuer exemption" with respect to the following item:

- As permitted under the Companies Law, pursuant to our articles of association, the quorum required for any meeting of shareholders consists of at least two shareholders present in person, by proxy or by other voting instrument in accordance with the Companies Law, who hold at least 25% of the voting power of our shares, instead of 33 1/3% of the issued share capital required under the Nasdaq requirements. At an adjourned meeting, any number of shareholders constitutes a quorum for the business for which the original meeting was called.

Otherwise, we comply with Nasdaq corporate governance rules generally applicable to U.S. domestic companies listed on Nasdaq. We may in the future decide to use the foreign private issuer exemption with respect to some or all of the other Nasdaq Global Select Market corporate governance rules. We also comply with Israeli corporate governance requirements under the Companies Law applicable to public companies.

Board of directors and officers

As of the date of this report, our board of directors consists of nine directors, six of whom are independent under the Nasdaq rules, including Ms. Ben-Dov and Mr. Borovsky, who serve as our external directors and whose appointment fulfills the requirements of the Companies Law for the company to have two external directors (see "—External directors"). Specifically, our board of directors has determined that Messrs. Yonathan Melamed, Moshe Ronen, Ofer Tsimchi, Ofer Borovsky, Irit Ben-Dov and Ronald Kaplan meet the independence standards under the rules of Nasdaq. In reaching this conclusion, the board of directors determined, following the recommendation of our nomination committee, that none of these directors has a relationship that would preclude a finding of independence and any relationships that these directors have with us do not impair their independence. Further, Ms. Irit Ben-Dov, Mr. Ofer Borovsky and Mr. Moshe Ronen, are each independent under the independence requirements of Rule 10A-3 of the Exchange Act.

Our board of directors has determined that each of Mr. Ofer Borovsky and Ms. Irit Ben-Dov qualifies as an "audit committee financial expert," as defined by the applicable rules of the SEC, and has the requisite financial experience required by Nasdaq rules.

Under our articles of association, the number of directors on our board of directors must be no less than seven and no more than 11 and must include at least two external directors. The minimum and maximum number of directors may be changed, at any time and from time to time, by a simple majority vote of our shareholders at a shareholders' meeting.

Each director holds office until the annual general meeting of our shareholders in the subsequent year unless the tenure of such director expires earlier pursuant to the Companies Law or unless he or she is removed from office as described below, except our external directors, who have a term of office of three years under Israeli law (see "—External directors—Election and dismissal of external directors").

The directors who are serving in office shall be entitled to act even if a vacancy occurs on the board of directors. However, should the number of directors, at the time in question, become less than the minimum set forth in our articles of association, the remaining director(s) would be entitled to act for the purpose of filling the vacancies or to convene a general meeting, but not for any other purpose.

Any director who retires from his or her office would be qualified to be re-elected subject to any limitation affecting such director's appointment as a director under the Companies Law. See "—External directors" for a description of the provisions relating to the reelection of external directors.

A general meeting of our shareholders may remove a director from office prior to the expiry of his or her term in office ("Removed Director") by a simple majority vote (except for External Directors, who may be dismissed only as set forth under the Companies Law), provided that the Removed Director is given a reasonable opportunity to state his or her case before the general meeting. If a director is removed from office as set forth above, the general meeting shall be entitled, in the same session, to elect another director in his or her stead in accordance with the maximum number of directors permitted by our articles of association as stated above. Should it fail to do so, the board of directors shall be entitled to do so. Any director who is appointed in this manner shall serve in office for the period remaining of the term in office of the director who was removed and shall be qualified to be re-elected.

Any amendment of our articles of association regarding the election of directors, as described above, require a simple majority vote. See "—External directors" for a description of the procedure for the election of external directors.

In addition, under the Companies Law, our board of directors must determine the minimum number of directors who are required to have financial and accounting expertise. Under applicable regulations, a director with financial and accounting expertise is a director who, by reason of his or her education, professional experience and skill, has a high level of proficiency in and understanding of business accounting matters and financial statements. See "—External directors—Qualifications of external directors." He or she must be able to thoroughly comprehend the financial statements of the company and initiate debate regarding the manner in which financial information is presented. In determining the number of directors required to have such expertise, the board of directors must consider, among other things, the type and size of the company and the scope and complexity of its operations. Our board of directors has determined that we require at least one director with the requisite financial and accounting expertise and that each of Mr. Ofer Borovsky and Ms. Irit Ben-Dov has such expertise.

There are no family relationships among any of our office holders (including directors).

Alternate directors

Our articles of association provide, as allowed by the Companies Law, that any director may, by written notice to us, appoint another person who is qualified to serve as a director to serve as an alternate director. The appointment of an alternate director shall be subject to the consent of the board of directors. The alternate director will be regarded as a director. Under the Companies Law, a person who is not qualified to be appointed as a director, a person who is already serving as a director or a person who is already serving as an alternate director for another director, may not be appointed as an alternate director. Nevertheless, a director who is already serving as a director may be appointed as an alternate director for a member of a committee of the board of directors so long as he or she is not already serving as a member of such committee, and if the alternate director is to replace an external director, he or she is required to be an external director and to have either "financial and accounting expertise" or "professional expertise," depending on the qualifications of the external director he or she is replacing. A person who does not have the requisite "financial and accounting experience" or the "professional expertise," depending on the qualifications of the external director he or she is replacing, may not be appointed as an alternate director for an external director. A person who is not qualified to be appointed as an independent director, pursuant to the Companies Law, may not be appointed as an alternate director of an independent director qualified as such under the Companies Law. The term of appointment of an alternate director may be for one meeting of the board of directors or until notice is given of the cancellation of the appointment.

External directors

Qualifications of external directors

Under the Companies Law, companies incorporated under the laws of the State of Israel that are "public companies," including companies with shares listed on the Nasdaq Global Select Market, are required to appoint at least two external directors who meet the qualification requirements set forth in the Companies Law. Following a recent amendment to the Companies Law enacted on February 17, 2016, or Amendment 27, any and all of such external directors are no longer required to be Israeli residents in case of a company listed on a foreign stock exchange (such as us).Appointment of external directors must be made by a general meeting of our shareholders. At a shareholders' meeting held on December 3, 2014, each of Mr. Ofer Borovsky and Ms. Irit Ben-Dov was re-elected to serve as external directors of the Company for an additional three-year term commencing on March 21, 2015.

A person may not be appointed as an external director if the person is a relative of a controlling shareholder or if on the date of the person's appointment or within the preceding two years the person or his or her relatives, partners, employers or anyone to whom that person is subordinate, whether directly or indirectly, or entities under the person's control have or had any affiliation with any of (each an "Affiliated Party"): (1) us; (2) any person or entity controlling us on the date of such appointment; (3) any relative of a controlling shareholder; or (4) any entity controlled, on the date of such appointment or within the preceding two years, by us or by our controlling shareholder. If there is no controlling shareholder or any shareholder holding 25% or more of voting rights in the company, a person may not serve as an external director if the person has any affiliation to the chairman of the board of directors, the general manager (chief executive officer), any shareholder holding 5% or more of the company's shares or voting rights or the senior financial officer as of the date of the person's appointment.

The term "controlling shareholder" means a shareholder with the ability to direct the activities of the company, other than by virtue of being an office holder. A shareholder is presumed to have "control" of the company and thus to be a controlling shareholder of the company if the shareholder holds 50% or more of the "means of control" of the company. "Means of control" is defined as (1) the right to vote at a general meeting of a company or a corresponding body of another corporation; or (2) the right to appoint directors of the corporation or its general manager.

The term affiliation includes:

- an employment relationship;

- a business or professional relationship maintained on a regular basis;
- control; and
- service as an office holder, excluding service as a director in a private company prior to the first offering of its shares to the public if such director was appointed as a director of the private company in order to serve as an external director following the initial public offering.

The term "relative" is defined as a spouse, sibling, parent, grandparent, descendant, spouse's descendant, sibling and parent and the spouse of each of the foregoing.

The term "office holder" is defined as a general manager, chief business manager, deputy general manager, vice general manager, or any other person assuming the responsibilities of any of the foregoing positions, without regard to such person's title, and a director or manager directly subordinate to the general manager.

A person may not serve as an external director if that person or that person's relative, partner, employer, a person to whom such person is subordinate (directly or indirectly) or any entity under the person's control has a business or professional relationship with any entity that has an affiliation with any Affiliated Party, even if such relationship is intermittent (excluding insignificant relationships). Additionally, any person who has received compensation intermittently (excluding insignificant relationships) other than compensation permitted under the Companies Law may not continue to serve as an external director.

No person can serve as an external director if the person's position or other affairs create, or may create, a conflict of interest with the person's responsibilities as a director or may otherwise interfere with the person's ability to serve as a director or if such a person is an employee of the Israel Securities Authority or of an Israeli stock exchange. If at the time an external director is appointed all current members of the board of directors, who are not controlling shareholders or relatives of controlling shareholders, are of the same gender, then the external director to be appointed must be of the other gender. In addition, a person who is a director of a company may not be elected as an external director of another company if, at that time, a director of the other company is acting as an external director of the first company.

The Companies Law provides that an external director must meet certain professional qualifications or have financial and accounting expertise, and that at least one external director must have financial and accounting expertise. However, if at least one of our other directors (1) meets the independence requirements of the Exchange Act, (2) meets the Nasdaq requirements for membership on the audit committee and (3) has financial and accounting expertise as defined in the Companies Law and applicable regulations, then neither of our external directors is required to possess financial and accounting expertise as long as both possess other requisite professional qualifications as required under the Companies Law and regulations promulgated thereunder. The determination of whether a director possesses financial and accounting expertise is made by the board of directors. A director with financial and accounting expertise is a director who by virtue of his or her education, professional experience and skill, has a high level of proficiency in and understanding of business accounting matters and financial statements so that he or she is able to fully understand our financial statements and initiate debate regarding the manner in which the financial information is presented.

The regulations promulgated under the Companies Law define an external director with requisite professional qualifications as a director who satisfies one of the following requirements: (1) the director holds an academic degree in either economics, business administration, accounting, law or public administration, (2) the director either holds an academic degree in any other field or has completed another form of higher education in the company's primary field of business or in an area which is relevant to his or her office as an external director in the company, or (3) the director has at least five years of experience serving in any one of the following, or at least five years of cumulative experience serving in two or more of the following capacities: (a) a senior business management position in a company with a substantial scope of business, (b) a senior position in the company's primary field of business or (c) a senior position in public administration.

Until the lapse of a two-year period from the date that an external director has ceased to act as an external director neither a company, nor its controlling shareholders, including any corporations controlled by a controlling shareholder, may grant such former external director or his or her spouse or children any benefits (directly or indirectly), including that (i) such persons may not be engaged to serve as an office holder at the company or any corporation controlled by a controlling shareholder, and (ii) such persons also may not be employed or provide professional services for payment to the company, a controlling shareholder or to a corporation controlled by a controlling shareholder, (directly or indirectly), including through a corporation controlled by such former external director or his or her relative . Additionally, until the lapse of a one-year period from the date that an external director has ceased to act as an external director, any relative of the former external director who is not his or her spouse or children is also subject to the prohibitions described above.

Election and dismissal of external directors

Under Israeli law, external directors are elected by a majority vote at a shareholders' meeting, provided that either:

- the majority of the shares that are voted at the meeting in favor of the election of the external director, excluding abstentions, include at least a majority of the votes of shareholders who are not controlling shareholders or have a personal interest in the appointment (excluding a personal interest that did not result from the shareholder's relationship with the controlling shareholder); or

- the total number of shares held by the shareholders mentioned in the paragraph above that are voted against the election of the external director does not exceed two percent of the aggregate voting rights in the company.

Under Israeli law, the initial term of an external director of an Israeli public company is three years. The external director may be reelected, subject to certain circumstances and conditions, to two additional terms of three years, each if:

- his/her service for each such additional term is recommended by one or more shareholders holding at least 1% of the company's voting rights and is approved at a shareholders' meeting by a disinterested majority, where the total number of shares held by non-controlling, disinterested shareholders voting for such reelection exceeds 2% of the aggregate voting rights in the company, subject to additional restrictions set forth in the Companies Law with respect to the affiliation of the external director nominee, as described above;

- the external director proposed his or her own nomination, and such nomination was approved in accordance with the requirements described in the paragraph above; or

- his/her service for each such additional term is recommended by the board of directors and is approved at a meeting of shareholders by the same majority required for the initial election of an external director (as described above).

The term of office for external directors for Israeli companies traded on certain foreign stock exchanges, including the Nasdaq Global Select Market, may be further extended, indefinitely, in increments of additional three-year terms, in each case provided that: (i) both the audit committee and the board of directors confirm that, in light of the expertise and contribution of the external director, the extension of such external director's term would be in the interest of the company; (ii) the appointment to the additional term is subject to the reelection provision described above; and (iii) the term during which the nominee served as an external director and the board of directors' and audit committee's reasoning for the extension of such term were presented before the general meeting of shareholders prior to the approval of the extension.

An external director may be removed by the same special majority of the shareholders required for his or her election, if he or she ceases to meet the statutory qualifications for appointment or if he or she violates his or her fiduciary duty to the company. An external director may also be removed by order of an Israeli court if the court finds that the external director is permanently unable to exercise his or her office, has ceased to meet the statutory qualifications for his or her appointment, has violated his or her fiduciary duty to the company, or has been convicted by a court outside Israel of certain offenses detailed in the Companies Law.

If the vacancy of an external directorship causes a company to have fewer than two external directors, the company's board of directors is required under the Companies Law to call a special general meeting of the company's shareholders as soon as possible to appoint such number of new external directors so that the company thereafter has two external directors.

Additional provisions

Under the Companies Law, each committee authorized to exercise any of the powers of the board of directors is required to include at least one external director and each of the audit and compensation committees are required to include all of the external directors.

An external director is entitled to compensation and reimbursement of expenses in accordance with regulations promulgated under the Companies Law and is prohibited from receiving any other compensation, directly or indirectly, in connection with serving as an external director except for certain exculpation, indemnification and insurance provided by the company, as specifically allowed by the Companies Law.

Audit committee

Companies Law requirements

Under the Companies Law, the board of directors of any public company must also appoint an audit committee comprised of at least three directors, including all of the external directors. The audit committee may not include:

- the chairman of the board of directors;
- a controlling shareholder or a relative of a controlling shareholder; and
- any director employed by, or providing services on an ongoing basis to, the company, a controlling shareholder of the company or an entity controlled by a controlling shareholder of the company or any director who derives most of his or her income from the controlling shareholder.

According to the Companies Law, the majority of the members of the audit committee, as well as the majority of members present at audit committee meetings, will be required to be "independent" (as defined below) and the chairman of the audit committee will be required to be an external director. Any persons disqualified from serving as a member of the audit committee may not be present at the audit committee meetings, unless the chairman of the audit committee has determined that such person is required to be present at the meeting or if such person qualifies under one of the exemptions of the Companies Law. Without derogating from the aforementioned, under the Companies Law, a company's general counsel and a company's secretary, which are not a controlling shareholder or relative thereof, may be present at an audit committee meeting if the committee has requested their presence.

The term "independent director" is defined under the Companies Law as an external director or a director who meets the following conditions and who is appointed or classified as such according to the Companies Law: (1) the conditions for his or her appointment as an external director (as described above) are satisfied and the audit committee approves the director having met such conditions and (2) he or she has not served as a director of the company for over nine consecutive years with any interruption of up to two years of his or her service not being deemed a disruption to the continuity of his or her service.

Under the regulations promulgated under the Companies Law, an audit committee of companies such as ours may deem a director which qualifies as an independent director, among others, under the Nasdaq listing rules, to be an independent director within the meaning of the Companies Law, provided that such director complies with the Companies Law requirements for external directors with respect to a lack of affiliation with a controlling shareholder, its relatives and entities under its control or his or her relative's control, excluding the company itself or any of its subsidiaries. In addition, companies such as ours may extend the term of office of an independent director who has served for more than nine years for additional periods of three years each if such director continues to comply with the Companies Law requirements for external director's lack of affiliation as described above.

Nasdaq requirements

Under the Nasdaq rules, we are required to maintain an audit committee consisting of at least three independent directors, all of whom are financially literate and one of whom has accounting or related financial management expertise.

Our audit committee consists of Ms. Irit Ben-Dov, Mr. Ofer Borovsky and Mr. Ofer Tsimchi. Ms. Ben-Dov serves as the Chairman of the audit committee. All members of our audit committee meet the requirements for financial literacy under the applicable rules of the SEC and the Nasdaq rules. Our board of directors has determined that each of Mr. Borovsky and Ms. Irit Ben-Dov qualifies as an "audit committee financial expert," as defined by applicable rules of the SEC and has the requisite financial experience as defined by Nasdaq rules.

Each of the members of the audit committee is "independent" under the relevant Nasdaq rules and as defined in Rule 10A-3(b)(1) under the Exchange Act, which is different from the general test for independence of members of the board.

Approval of transactions with related parties

The approval of the audit committee is required to effect specified actions and transactions with office holders and controlling shareholders and their relatives, or in which they have a personal interest. See "—Fiduciary duties and approval of specified related party transactions under Israeli law." For the purpose of approving transactions with controlling shareholders, the term "controlling shareholder" also includes any shareholder that holds 25% or more of the voting rights of the company if the company has no shareholder that owns more than 50% of its voting rights. For purposes of determining the holding percentage stated above, two or more shareholders who have a personal interest in a transaction that is brought for the company's approval are deemed as joint holders. The audit committee may not approve an action or a transaction with a controlling shareholder or with an office holder unless at the time of approval the audit committee meets the composition requirements under the Companies Law.

Audit committee role

Our board of directors has adopted an audit committee charter setting forth the responsibilities of the audit committee consistent with the rules of the SEC and Nasdaq rules, which include, among other responsibilities:

- retaining and terminating our independent auditors, subject to board of directors and shareholder ratification;
- pre-approval of audit and non-audit services to be provided by the independent auditors;
- reviewing with management and our independent directors our quarterly and annual financial reports prior to their submission to the SEC; and
- approval of certain transactions with office holders and controlling shareholders, as described above, and other related-party transactions.

Additionally, under the Companies Law, the role of the audit committee includes the identification of irregularities in our business management, among other things, by consulting with the internal auditor or our independent auditors and suggesting an appropriate course of action to the board of directors. In addition, the audit committee or the board of directors, as set forth in the articles of association of the company, is required to approve the yearly or periodic work plan proposed by the internal auditor. The audit committee is required to assess the company's internal audit system and the performance of its internal auditor. The Companies Law also requires that the audit committee assess the scope of the work and compensation of the company's external auditor. In addition, the audit committee is required to determine whether certain related party actions and transactions are "material" or "extraordinary" for the purpose of the requisite approval procedures under the Companies Law, whether certain transactions with a controlling shareholder will be subject to a competitive procedure (regardless of whether or not such transactions are deemed extraordinary transactions) and to set forth the approval process for transactions that are "non-negligible" (i.e., transactions with a controlling shareholder that are classified by the audit committee as non-negligible, even though they are not deemed extraordinary transactions), as well as determining which types of transactions would require the approval of the audit committee, optionally based on criteria which may be determined annually in advance by the audit committee. The audit committee charter states that in fulfilling its role the committee is entitled to demand from us any document, file, report or any other information that is required for the fulfillment of its roles and duties and to interview any of our employees or any employees of our subsidiaries in order to receive more details about his or her line of work or other issues that are connected to the roles and duties of the audit committee. Following Amendment 27, a company whose audit committee's composition meets the requirements set for the composition of a compensation committee (as further detailed below) may have one committee acting as both audit and compensation committee.

Nominating Committee

We have a nominating committee comprised of three of our directors, Ms. Irit Ben-Dov, Mr. Ofer Borovsky and Mr. Moshe Ronen, each of whom has been determined by our board of directors to be independent under the applicable Nasdaq rules. Our board of directors has adopted a nominating committee charter setting forth the responsibilities of the committee which include, among other responsibilities:

- conduct of the appropriate and necessary inquiries into the backgrounds and qualifications of possible candidates to serve as directors;

- review and recommend to the board any nominees for election as directors, including nominees recommended by shareholders, and consideration of the performance of incumbent directors whose terms are expiring in determining whether to nominate them to stand for re-election;

- review and recommend to the board regarding board member qualifications, board composition and structure, and recommend if necessary, measures to be taken so that the board reflects the appropriate balance of knowledge, experience, skills, expertise and diversity required for the board; and

- perform such other activities and functions as are required by applicable law, stock exchange rules or provisions in our articles of association, or as are otherwise necessary and advisable, in its or the board's discretion, for the efficient discharge of its duties.

Compensation Committee

We have a compensation committee consisting of three of our directors, Mr. Ofer Borovsky, Ms. Irit Ben-Dov and Mr. Moshe Ronen, each of whom has been determined by our board of directors to be independent under the applicable Nasdaq rules. Mr. Ofer Borovsky serves as the Chairman of the compensation committee. Our board has adopted a compensation committee charter setting forth the responsibilities of the committee which include, among other responsibilities:

- reviewing and recommending overall compensation policies with respect to our Chief Executive Officer and other office holders;

- reviewing and approving corporate goals and objectives relevant to the compensation of our Chief Executive Officer and other office holders including evaluating their performance in light of such goals and objectives and determining their compensation based on such evaluation;

- reviewing and approving the granting of options and other incentive awards; and

- reviewing, evaluating and making recommendations regarding the compensation and benefits for our non-employee directors.

The compensation committee is also authorized to retain and terminate compensation consultants, legal counsel or other advisors to the committee and to approve the engagement of any such consultant, counsel or advisor, to the extent it deems necessary or appropriate.

Pursuant to the Companies Law, Israeli public companies are required to appoint a compensation committee comprised of at least three directors, including all of the external directors, who must also constitute a majority of its members. All other members of the compensation committee, who are not external directors, must be directors who receive compensation that is in compliance with regulations promulgated under the Companies Law. In addition, the chairperson of the compensation committee must be an external director. The Companies Law further stipulates that directors who are not qualified to serve on the audit committee, as described above, may not serve on the compensation committee either and that, similar to the audit committee, generally, any person who is not entitled to be a member of the compensation committee may not attend the compensation committee's meetings.

The responsibilities of the compensation committee under the Companies Law include: (i) making recommendations to the board of directors with respect to the approval of the compensation policy and any extensions thereto; (ii) periodically reviewing the implementation of the compensation policy and providing the board of directors with recommendations with respect to any amendments or updates thereto; (iii) reviewing and resolving whether or not to approve arrangements with respect to the terms of office and employment of office holders; and (iv) resolving whether or not to exempt a transaction with a candidate for chief executive officer from shareholder approval.

Pursuant to the Companies Law, the compensation policy recommended by the compensation committee needs to be approved by the board of directors and the company's shareholders by a simple majority, provided that (i) such majority includes at least a majority of the shareholders who are not controlling shareholders and who do not have a personal interest in the matter, present and voting (abstentions are disregarded), or (ii) the non-controlling shareholders or shareholders who do not have a personal interest in the matter who were present and voted against the policy, holds two percent or less of the voting power of the company. However, under the Companies Law, if shareholders of the company do not approve the compensation policy, the compensation committee and board of directors may override the shareholders' decision if each of the compensation committee and board of directors provide detailed reasons for their decision. In addition, pursuant the Companies Law, the compensation policy must be approved, at least once every three years, by the company's board of directors, after considering the recommendations of the compensation committee.

Our compensation policy became effective on May 18, 2014 following its approval by our board of directors (per the recommendation of our compensation committee), in accordance with the authority granted to our compensation committee and our board under the Companies Law as described above.

Our Compensation Policy includes, among other things, provisions relating to equity-based compensation for our executive officers. The compensation policy provides, among others, that: (i) such equity-based compensation is intended to be in a form of share options and/or other equity based awards, such as restricted stock units ("RSUs"), and share-based compensation, in accordance with the Company's equity incentive plan in place as may be updated from time to time; (ii) all equity-based incentives granted to executive officers shall be subject to vesting periods in order to promote long-term retention of the awarded executive officers. Unless determined otherwise in a specific award agreement approved by the compensation committee and the board of directors, grants to executive officers will vest gradually over a period of between three to four years; and (iii) all other terms of the equity awards shall be in accordance with our incentive plans and other related practices and policies. The board of directors may, following approval by the compensation committee, extend the period of time for which an award is to remain exercisable and make provisions with respect to the acceleration of the vesting period of any executive officer's awards, including, without limitation, in connection with a corporate transaction involving a change of control, subject to any additional approval as may be required by the Companies Law. The compensation policy also provides that the equity-based compensation shall be granted from time to time and be individually determined and awarded according to the performance, educational background, prior business experience, qualifications, role and the personal responsibilities of the executive officer. The fair market value of the equity-based compensation for the executive officers will be determined according to acceptable valuation practices at the time of grant.

In addition, on February 21, 2014, our shareholders approved an amendment to our articles of association under which resolutions of the board of directors will be resolved by a special majority of the directors if specifically required so by the compensation policy. On July 30, 2015, our shareholders approved an amendment to our compensation policy according to which a grant of equity awards or any compensation to our Chief Executive Officer shall be subject only to the approval required by the Israeli Companies Law.

Compensation of Directors and Executive Officers

Directors . Under the Companies Law, the compensation of our directors requires the approval of our compensation committee, the subsequent approval of the board of directors and, unless exempted under the regulations promulgated under the Companies Law, the approval of the shareholders at a general meeting. If the compensation of our directors is inconsistent with our compensation policy, then, provided that those provisions that must be included in the compensation policy according to the Companies Law have been considered by the compensation committee and board of directors, shareholder approval will also be required, as follows:

- at least a majority of the shares held by all shareholders who are not controlling shareholders and do not have a personal interest in such matter, present and voting at such meeting, are voted in favor of the compensation package, excluding abstentions; or

- the total number of shares of non-controlling shareholders and shareholders who do not have a personal interest in such matter voting against the compensation package does not exceed 2% of the aggregate voting rights in the company.

Executive Officers other than the Chief Executive Officer . The Companies Law requires the compensation of a public company's executive officers (other than the chief executive officer) to be approved by, first, the compensation committee; second by the company's board of directors and third, if such compensation arrangement is inconsistent with the company's stated compensation policy, the company's shareholders (by a special majority vote as discussed above with respect to the approval of director compensation). However, if the shareholders of the company do not approve a compensation arrangement with an executive officer that is inconsistent with the company's stated compensation policy, the compensation committee and board of directors may override the shareholders' decision if each of the compensation committee and the board of directors provide detailed reasons for their decision after reconsidering the compensation arrangement, while taking into consideration that the shareholders of the company did not approve the compensation arrangement.

Chief Executive Officer . The compensation of a public company's chief executive officer requires the approval of first, the company's compensation committee; second, the company's board of directors and third, the company's shareholders (by a special majority vote as discussed above with respect to the approval of director compensation). However, if the shareholders of the company do not approve the compensation arrangement with the chief executive officer, the compensation committee and board of directors may override the shareholders' decision if each of the compensation committee and the board of directors provide a detailed report for their decision. In addition, our compensation policy provides that a grant of any compensation to our Chief Executive Officer shall be subject to the approvals required under the Israeli Companies Law.

The compensation committee and board of directors approval should be in accordance with the company's stated compensation policy; however, in special circumstances, they may approve compensation terms of a chief executive officer that are inconsistent with such policy provided that they have considered those provisions that must be included in the compensation policy according to the Companies Law and that shareholder approval was obtained (by a special majority vote as discussed above with respect to the approval of director compensation). The compensation committee may waive the shareholder approval requirement with regards to the approval of the engagement terms of a candidate for the chief executive officer position, if they determine that the compensation arrangement is consistent with the company's stated compensation policy, the chief executive officer did not have a business relationship with the company or a controlling shareholder of the company and that having the engagement transaction subject to a shareholder vote would impede the company's ability to employ the chief executive officer candidate.

Notwithstanding the above, the amendment of existing compensation terms of executive officers (including the chief executive officer and excluding officers who are also directors), requires only the approval of the compensation committee, provided that the committee determines that the amendment is not material in relation to the existing terms.

Internal auditor

Under the Companies Law, the board of directors of a public company must appoint an internal auditor based on the recommendation of the audit committee. The role of the internal auditor is, among other things, to examine whether a company's actions comply with applicable law and orderly business procedure. Under the Companies Law, the internal auditor may not be an interested party or an office holder or a relative of an interested party or of an office holder, nor may the internal auditor be the company's independent auditor or the representative of the same.

An "interested party" is defined in the Companies Law as (i) a holder of 5% or more of the issued share capital or voting power in a company, (ii) any person or entity who has the right to designate one or more directors or to designate the chief executive officer of the company, or (iii) any person who serves as a director or as a chief executive officer of the company. Our internal auditor is Mr. Ofer Orlitzky of Leon, Orlitzky and Co.

Fiduciary duties and approval of specified related party transactions under Israeli law

Fiduciary duties of office holders

The Companies Law imposes a duty of care and a duty of loyalty on all office holders of a company.

The duty of care of an office holder is based on the duty of care set forth in connection with the tort of negligence under the Israeli Torts Ordinance (New Version) 5728-1968. The duty of care requires an office holder to act with the degree of proficiency with which a reasonable office holder in the same position would have acted under the same circumstances. The duty of care includes, among other things, a duty to use reasonable means, in light of the circumstances, to obtain:

- information on the business advisability of a given action brought for his or her approval or performed by virtue of his or her position; and
- all other important information pertaining to such action.

The duty of loyalty incumbent on an office holder requires him or her to act in good faith and for the benefit of the company, and includes, among other things, the duty to:

- refrain from any act involving a conflict of interest between the performance of his or her duties in the company and his or her other duties or personal affairs;
- refrain from any activity that is competitive with the business of the company;
- refrain from exploiting any business opportunity of the company for the purpose of gaining a personal advantage for himself or herself or others; and
- disclose to the company any information or documents relating to the company's affairs which the office holder received as a result of his or her position as an office holder.

We may approve an act specified above which would otherwise constitute a breach of the office holder's duty of loyalty, provided that the office holder acted in good faith, the act or its approval does not harm the company, and the office holder discloses his or her personal interest, including any related material information or document, a sufficient time before the approval of such act. Any such approval is subject to the terms of the Companies Law, setting forth, among other things, the organs of the company entitled to provide such approval, and the methods of obtaining such approval.

Disclosure of personal interests of an office holder and approval of transactions

The Companies Law requires that an office holder promptly disclose to the company any personal interest that he or she may have and all related material information or documents relating to any existing or proposed transaction by the company. An interested office holder's disclosure must be made promptly and in any event no later than the first meeting of the board of directors at which the transaction is considered. An office holder is not obliged to disclose such information if the personal interest of the office holder derives solely from the personal interest of his or her relative in a transaction that is not considered as an extraordinary transaction.

Under the Companies Law, once an office holder has complied with the above disclosure requirement, a company may approve a transaction between the company and the office holder or a third party in which the office holder has a personal interest, pursuant to the certain procedures as set forth in the Companies Law. However, a company may not approve a transaction or action that is not to the company's benefit.

Under the Companies Law, unless the articles of association of a company provide otherwise, a transaction with an office holder or with a third party in which the office holder has a personal interest, which is not an extraordinary transaction, requires the approval by the board of directors. Our articles of association provide that such a transaction, which is not an extraordinary transaction, shall be approved by the board of directors or a committee of the board of directors or any other entity (which has no personal interest in the transaction) authorized by the board of directors. If the transaction considered is an extraordinary transaction with an office holder or a third party in which the office holder has a personal interest, then audit committee approval is required prior to approval by the board of directors. For the approval of compensation arrangements with directors and executive officers, see "— Compensation of Directors and Executive Officers."

Any person who has a personal interest in the approval of a transaction that is brought before a meeting of the board of directors or the audit committee or the compensation committee may not be present at the meeting or vote on the matter. However, if the chairman of the board of directors, the chairman of the audit committee or the chairman of the compensation committee, as applicable, has determined that the presence of an office holder with a personal interest is required, such office holder may be present at the meeting for the purpose of presenting the matter. Notwithstanding the foregoing, a director who has a personal interest may be present at the meeting of the audit committee or the board of directors and vote on the matter if a majority of the directors or members of the audit committee have a personal interest in the approval of such transaction. If a majority of the directors at a board of directors meeting have a personal interest in the transaction, such transaction also requires approval of the shareholders of the company.

A "personal interest" is defined under the Companies Law as the personal interest of a person in an action or in a transaction of the company, including the personal interest of such person's relative or the interest of any other corporate body in which the person and/or such person's relative is a director or general manager, a holder of 5% or more of the issued and outstanding share capital of the company or its voting rights, or has the right to appoint at least one director or the general manager, but excluding a personal interest stemming solely from the fact of holding shares in the company. A personal interest also includes (1) a personal interest of a person who votes according to a proxy of another person, including in the event that the other person has no personal interest, and (2) a personal interest of a person who gave a proxy to another person to vote on his or her behalf regardless of whether the discretion of how to vote lies with the person voting or not.

An "extraordinary transaction" is defined under the Companies Law as any of the following:

- a transaction other than in the ordinary course of business;
- a transaction that is not on market terms; or
- a transaction that may have a material impact on the company's profitability, assets or liabilities.

Disclosure of personal interests of a controlling shareholder and approval of transactions

The Companies Law also requires that a controlling shareholder promptly disclose to the company any personal interest that he or she may have and all related material information or documents relating to any existing or proposed transaction by the company. A controlling shareholder's disclosure must be made promptly and in any event no later than the first meeting of the board of directors at which the transaction is considered. See "—Audit committee—Approval of transactions with related parties" for the definition of a controlling shareholder. Extraordinary transactions with a controlling shareholder or in which a controlling shareholder has a personal interest, including a private placement in which a controlling shareholder has a personal interest, and the terms of engagement of the company, directly or indirectly, with a controlling shareholder or a controlling shareholder's relative (including through a corporation controlled by a controlling shareholder), regarding the company's receipt of services from the controlling shareholder, and if such controlling shareholder is also an office holder or an employee of the company, regarding his or her terms of service or employment, require the approval of each of (i) the audit committee or the compensation committee with respect to the terms of the engagement of the company, (ii) the board of directors and (iii) the shareholders, in that order. In addition, the shareholder approval must fulfill one of the following requirements:

- a majority of the shares held by shareholders who have no personal interest in the transaction and are voting at the meeting must be voted in favor of approving the transaction, excluding abstentions; or
- the shares voted by shareholders who have no personal interest in the transaction who vote against the transaction represent no more than 2% of the voting rights in the company.

In addition, any extraordinary transaction with a controlling shareholder or in which a controlling shareholder has a personal interest with a term of more than three years requires the approval described above, every three years; however, transactions not involving the receipt of services or compensation can be approved for a longer term, provided that the audit committee determines that such longer term is reasonable under the circumstances.

The Companies Law requires that every shareholder that participates, in person, by proxy or by voting instrument in a vote regarding a transaction with a controlling shareholder, must indicate in advance or in the ballot whether or not that shareholder has a personal interest in the vote in question. Failure to so indicate will result in the invalidation of that shareholder's vote.

Duties of shareholders

Under the Companies Law, a shareholder has a duty to refrain from abusing its power in the company and to act in good faith and in an acceptable manner in exercising its rights and performing its obligations to the company and to other shareholders, including, among other things, when voting at meetings of shareholders on the following matters:

- an amendment to the articles of association;
- an increase in the company's authorized share capital;
- a merger; and
- the approval of related party transactions and acts of office holders that require shareholder approval.

A shareholder also has a general duty to refrain from discriminating against other shareholders.

The remedies generally available upon a breach of contract will also apply to a breach of the shareholder duties mentioned above, and in the event of discrimination against other shareholders, additional remedies are available to the injured shareholder.

In addition, any controlling shareholder, any shareholder that knows that its vote can determine the outcome of a shareholder vote and any shareholder that, under a company's articles of association, has the power to appoint or prevent the appointment of an office holder, or any other power with respect to a company, is under a duty to act with fairness towards the company. The Companies Law does not describe the substance of this duty except to state that the remedies generally available upon a breach of contract will also apply in the event of a breach of the duty to act with fairness, taking the shareholder's position in the company into account.

Approval of private placements

Under the Companies Law and the regulations promulgated thereunder, a private placement of securities does not require approval at a general meeting of the shareholders of a company; provided however, that in special circumstances, such as a private placement completed in lieu of a special tender offer (see "ITEM 10.B: Additional Information—Memorandum and Articles of Association—Acquisitions under Israeli law") or a private placement which qualifies as a related party transaction (see "—Fiduciary duties and approval of specified related party transactions under Israeli law"), approval at a general meeting of the shareholders of a company is required.

Exculpation, insurance and indemnification of office holders

Under the Companies Law, a company may not exculpate an office holder from liability for a breach of the duty of loyalty. An Israeli company may exculpate an office holder in advance from liability to the company, in whole or in part, for damages caused to the company as a result of a breach of duty of care but only if a provision authorizing such exculpation is included in its articles of association. Our articles of association include such a provision. The company may not exculpate in advance a director from liability arising out of a prohibited dividend or distribution to shareholders.

Under the Companies Law and the Securities Law, 5738—1968 (the " **Securities Law** ") a company may indemnify an office holder in respect of the following liabilities, payments and expenses incurred for acts performed by him as an office holder, either in advance of an event or following an event, provided its articles of association include a provision authorizing such indemnification:

- a monetary liability incurred by or imposed on him or her in favor of another person pursuant to a judgment, including a settlement or arbitrator's award approved by a court. However, if an undertaking to indemnify an office holder with respect to such liability is provided in advance, then such an undertaking must be limited to events which, in the opinion of the board of directors, can be foreseen based on the company's activities when the undertaking to indemnify is given, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances, and such undertaking shall detail the foreseen events described above and amount or criteria;
- reasonable litigation expenses, including reasonable attorneys' fees, incurred by the office holder as a result of an investigation or proceeding instituted against him or her by an authority authorized to conduct such investigation or proceeding, provided that (i) no indictment was filed against such office holder as a result of such investigation or proceeding; and (ii) no financial liability, was imposed upon him or her as a substitute for the criminal proceeding as a result of such investigation or proceeding or, if such financial liability was imposed, it was imposed with respect to an offense that does not require proof of criminal intent or in connection with a monetary sanction;

- a monetary liability imposed on him or her in favor of an injured party at an Administrative Procedure (as defined below) pursuant to Section 52(54)(a)(1)(a) of the Securities Law;

- expenses incurred by an office holder in connection with an Administrative Procedure under the Securities Law, including reasonable litigation expenses and reasonable attorneys' fees; and

- reasonable litigation expenses, including attorneys' fees, incurred by the office holder or imposed by a court in proceedings instituted against him or her by the company, on its behalf, or by a third party, or in connection with criminal proceedings in which the office holder was acquitted, or as a result of a conviction for an offense that does not require proof of criminal intent.

An "Administrative Procedure" is defined as a procedure pursuant to chapters H3 (Monetary Sanction by the Israeli Securities Authority), H4 (Administrative Enforcement Procedures of the Administrative Enforcement Committee) or I1 (Arrangement to prevent Procedures or Interruption of procedures subject to conditions) to the Securities Law.

Under the Companies Law and the Securities Law, a company may insure an office holder against the following liabilities incurred for acts performed by him or her as an office holder if and to the extent provided in the company's articles of association:

- a breach of a fiduciary duty to the company, provided that the office holder acted in good faith and had a reasonable basis to believe that the act would not harm the company;

- a breach of duty of care to the company or to a third party, to the extent such a breach arises out of the negligent conduct of the office holder;

- a monetary liability imposed on the office holder in favor of a third party;

- a monetary liability imposed on the office holder in favor of an injured party at an Administrative Procedure pursuant to Section 52(54)(a)(1)(a) of the Securities Law; and

- expenses incurred by an office holder in connection with an Administrative Procedure, including reasonable litigation expenses and reasonable attorneys' fees.

Under the Companies Law, a company may not indemnify, exculpate or insure an office holder against any of the following:

- a breach of fiduciary duty, except for indemnification and insurance for a breach of the fiduciary duty to the company to the extent that the office holder acted in good faith and had a reasonable basis to believe that the act would not prejudice the company;

- a breach of duty of care committed intentionally or recklessly, excluding a breach arising out of the negligent conduct of the office holder;

- an act or omission committed with intent to derive illegal personal benefit; or

- a fine or forfeit levied against the office holder.

Under the Companies Law, exculpation, indemnification and insurance of office holders must be approved by the compensation committee and the board of directors and, with respect to directors or controlling shareholders, their relatives and third parties in which such controlling shareholders have a personal interest, also by the shareholders.

Our articles of association permit us to exculpate, indemnify and insure our office holders to the fullest extent permitted or to be permitted by law. Our office holders are currently covered by a directors and officers' liability insurance policy. We have agreements with each of our current office holders exculpating them from a breach of their duty of care to us to the fullest extent permitted by law, subject to limited exceptions, and undertaking to indemnify them to the fullest extent permitted by law, subject to limited exceptions, including with respect to liabilities resulting from our IPO to the extent that these liabilities are not covered by insurance. This indemnification is limited to events determined as foreseeable by the board of directors based on our activities, and to an amount or according to criteria determined by the board of directors as reasonable under the circumstances. As of March 2013, the maximum aggregate amount of indemnification that we may pay to our office holders based on such indemnification agreement is the greater of (1) with respect to indemnification in connection with a public offering of our securities, the gross proceeds raised by us and any selling shareholder in such public offering, and (2) with respect to all permitted indemnification, including in connection with a public offering of our securities, an amount equal to the greater of 50% of our shareholders' equity on a consolidated basis, based on our most recent financial statements made publicly available before the date on which the indemnification payment was made, and $30 million. Such indemnification amounts are in addition to any insurance amounts. Each office holder who previously received an indemnification letter from us and agreed to receive this new letter of indemnification, gave his approval to the termination of all previous letters of indemnification that we have provided to him or her in the past, if any; however, in the opinion of the SEC, indemnification of office holders for liabilities arising under the Securities Act is against public policy and therefore unenforceable.

We previously entered into letters of indemnification with some former office holders that currently remain in effect, and pursuant to which we undertook to indemnify them with respect to certain liabilities and expenses then permitted under the Companies Law, which are similar to those described above. These letters of indemnification are limited to foreseeable events that were determined by the board of directors and indemnity payments are limited to a maximum amount of $2.0 million for one series of related events for each office holder.

D. Employe es

As of December 31, 2015, we had 1,282 employees, of whom 650 were based in Israel, including 67 individuals who provide services to us through our manpower agreement with Kibbutz Sdot-Yam and with whom we do not have employment relationships, 410 employees in the United States, including 162 employees hired for our manufacturing operations in the State of Georgia, 101 employees in Australia, 97 in Canada and 24 in Asia. The following table shows the breakdown of our global workforce by category of activity as of December 31 for the past three fiscal years:

	As of December 31,		
Department	**2015**	**2014**	**2013**
Manufacturing and operations	802	659	595
Research and development	15	14	13
Sales, marketing, service and support	325	318	272
Management and administration	140	117	106
Total	1,282	1,108	986

The growth in the size of our global workforce by 174 employees in 2015 is related primarily to capacity expansion in our manufacturing facility in the United States , and to a lesser extent, to the expansion of our sales and distribution operations in North America. The growth in the size of our global workforce by 122 employees in 2014 is related mainly to demand brought on by our additional manufacturing capacity in Israel and in the United States, as well as to the expansion of our sales and distribution operations in North America. The growth in our global workforce of 103 employees between 2012 and 2013 is largely due to the operation of the fifth production line at our Bar-Lev facility in Israel and our expanded distribution operations in the United States, Australia and Canada, including a shift to direct distribution in the United States Midwestern and Phoenix regions.

Israeli labor laws (applicable to our Israeli employees) govern the length of the workday, minimum wages for employees, procedures for hiring and dismissing employees, determination of severance pay, annual leave, sick days, advance notice of termination of employment, equal opportunity and anti-discrimination laws and other conditions of employment. Subject to certain exceptions, Israeli law generally requires severance pay upon the retirement, death or dismissal of an employee, and requires us and our employees to make payments to the NII, which is similar to the U.S. Social Security Administration. Our employees have pension plans in accordance with the applicable Israeli legal requirements.

None of our employees work under any collective bargaining agreements. Extension orders issued by the Israeli Ministry of Economy and Industry apply to us and affect matters such as cost of living adjustments to salaries, length of working hours and week, recuperation pay, travel expenses, and pension rights. We have never experienced labor-related work stoppages or strikes and believe that our relations with our employees are satisfactory.

E. Share Owne rship

Beneficial Ownership of Executive Officers and Directors

The following table sets forth certain information regarding the beneficial ownership of our ordinary shares as of February 24, 2016, of each of our directors and executive officers.

Name of Beneficial Owner	Number of Shares Beneficially Held (1)	Percent of Class
Executive Officers		
Yosef Shiran	*	*
Yair Averbuch	*	*
David Cullen	*	*
Daniel Clifford	*	*
Giora Wegman	—	—
Michal Baumwald Oron	*	*
Eli Feiglin	*	*
Shmuel Moran	—	—
Erez Margalit	*	*
Lilach Gilboa	*	*
Directors		
Yonatan Melamed	—	—
Moshe Ronen	—	—
Ofer Tsimchi	—	—
Ronald Kaplan	—	—
Shachar Degani	—	—
Amihai Beer	—	—
Irit Ben-Dov	—	—
Ofer Borovsky	—	—
Amit Ben Zvi	—	—
	—	—
All directors and executive officers as a group (19 persons)	199,273	0.6%

* Less than one percent of the outstanding ordinary shares.

(1) As used in this table, "beneficial ownership" means the sole or shared power to vote or direct the voting or to dispose or direct the disposition of any security. For purposes of this table, a person is deemed to be the beneficial owner of securities that can be acquired within 60 days from February 24, 2016 through the exercise of any option or warrant. Ordinary shares subject to options or warrants that are currently exercisable or exercisable within 60 days are deemed outstanding for computing the ownership percentage of the person holding such options or warrants, but are not deemed outstanding for computing the ownership percentage of any other person. The amounts and percentages are based upon 35,190,255 ordinary shares outstanding as of February 24, 2016.

All of our shareholders, including the shareholders listed above, have the same voting rights attached to their ordinary shares. See "ITEM 10.B: Additional Information—Memorandum and Articles of Association —Voting."

Our directors and executive officers hold, in the aggregate, options and RSUs exercisable for 723,489 ordinary shares (including 26,900 RSUs), as of February 24, 2016. The options have a weighted average exercise price of $26.82 per share and the RSUs have a weighted average fair value of $35.04 and have expiration dates generally seven years after the grant date of the option.

ITEM 7 : Major Shareholders and Related Party Tra nsactions

a. Major Sharehold ers

The following table sets forth certain information regarding the beneficial ownership of our outstanding ordinary shares as of the date indicated below, by each person who we know beneficially owns 5.0% or more of the outstanding ordinary shares. For information on the beneficial ownership of each of our directors and executive officers individually and as a group, see "ITEM 6.E: Directors, Senior Management and Employees—Share Ownership."

Beneficial ownership of ordinary shares is determined in accordance with the rules of the SEC and generally includes any ordinary shares over which a person exercises sole or shared voting or investment power, or the right to receive the economic benefit of ownership. For purposes of the table below, we deem shares subject to options or warrants that are currently exercisable or exercisable within 60 days of February 24, 2016, to be outstanding and to be beneficially owned by the person holding the options for the purposes of computing the percentage ownership of that person but we do not treat them as outstanding for the purpose of computing the percentage ownership of any other person. . The amounts and percentages are based upon 35,190,255 ordinary shares outstanding as of February 24, 2016

All of our shareholders, including the shareholders listed below, have the same voting rights attached to their ordinary shares. See "ITEM 10.B: Additional Information—Memorandum and Articles of Association —Voting."

A description of any material relationship that our principal shareholders have had with us or any of our predecessors or affiliates within the past three years is included below under "—Related Party Transactions."

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Held
Kibbutz Sdot-Yam (1)	11,440,000	32.5%
FMR LLC (2)	3,528,659	10.0%
Baron Capital Group, Inc. (3)	3,782,138	10.7%

(1) Based on a Schedule 13G filed by Mifalei Sdot-Yam Agricultural Cooperative Society Ltd. on February 12, 2016, Kibbutz Sdot-Yam's shares are held by Mifalei Sdot-Yam Agricultural Cooperative Society Ltd., a wholly-owned subsidiary of Kibbutz Sdot-Yam. No individual member of Mifalei Sdot-Yam Agricultural Cooperative Society Ltd. has dispositive power or casting vote. The Economic Council elected by the members of Kibbutz Sdot-Yam manages the economic activities and strategy of Kibbutz Sdot-Yam and makes the voting and investment decisions of Kibbutz Sdot-Yam with regard to its shares, subject to the approval of the general assembly of Kibbutz Sdot-Yam with regard to material issues including dilution of the holdings of Kibbutz Sdot-Yam in the Company or disposition of any of its shares. The Economic Council takes its decisions by majority vote and has eleven members: Amit Ben-Zvi (substitute Chairman), Yoram Rozenblat, Marchella Shani, Doron Horev, Giora Wegman, Itay Kaezman, Yaakov Gal, Ehud Bear, Tamar Bechor and Shai Bober.

Our board of directors operates independently from the Economic Council. However, Amit Ben-Zvi, a director in our board, also serves as substitute Chairman of the Kibbutz's Economic Council and as the Business Manager of Kibbutz Sdot-Yam. Mr. Amihai Beer has served as the secretary of the Economic Council and resigned from this position following his election to our board of directors. Mr. Beer continues to serve as the general counsel of the Kibbutz. Mr. Beer's wife is employed by us. In addition, Mr. Giora Wegman is an executive officer in our company and Mr. Shai Bober is engaged by us. Since March 2014, Mr. Shachar Degani, who serves as our director, serves also as Kibbutz Sdot-Yam's General Secretary (the Kibbutz's chairman).

Each member of the Economic Council disclaims beneficial ownership of our ordinary shares except to the extent of his or her pecuniary interest therein. The address of Kibbutz Sdot-Yam is MP Menashe 3780400, Israel.

Kibbutz Sdot-Yam is a communal society, referred to in Hebrew as a "kibbutz" (plural "kibbutzim") with approximately 420 members and an additional 350 residents located in Israel on the Mediterranean coast between Tel Aviv and Haifa. Established in 1940, Kibbutz Sdot-Yam is a largely self-governed community of members who share certain social ideals and professional interests on a communal basis. Initially, the social idea behind the formation of the kibbutzim in Israel was to create a communal society in which all members share equally in all of the society's resources and which provides for the needs of the community. Over the years, the structure of the kibbutzim has evolved, and today there are a number of different economic and social arrangements adopted by various kibbutzim.

Today, each member of Kibbutz Sdot-Yam continues to own an equal part of the assets of the Kibbutz. The members of Kibbutz Sdot-Yam are engaged in a number of economic activities, including agriculture, industrial operations and outdoor venue operations. A number of Kibbutz members are engaged in professions outside the Kibbutz. The Kibbutz is the owner and operator of several private companies. The Kibbutz community holds in common all land, buildings and production assets of these companies.

Some of the members of Kibbutz Sdot-Yam work in one of the production activities of Kibbutz Sdot-Yam, according to the requirements of Kibbutz Sdot-Yam and the career objectives of the individual concerned. Some other members work outside of Kibbutz Sdot-Yam in businesses owned by other entities. Each member receives income based on the position the member holds and his or her economic contribution to the community, as well as on the size and composition of his or her family. Each member's income depends on the income of Kibbutz Sdot-Yam from its economic activities. Each member has a personal pension fund that is funded by Kibbutz Sdot-Yam, and all accommodation, educational, health and old age care services, as well as social and municipal services are provided either by or through Kibbutz Sdot-Yam and are subsidized by Kibbutz Sdot-Yam.

The elected Economic Council is the key economic decision-making body of Kibbutz Sdot-Yam. Kibbutz Sdot-Yam also has a General Secretary (chairman) and other senior officers, all of whom are elected by the members of Kibbutz Sdot-Yam at its General Meeting for terms of seven years. A meeting of the members of the Kibbutz may remove a member of the Economic Council by simple majority vote.

As of December 31, 2015, 67 of our employees, or 5.2% of our total workforce, are also members of Kibbutz Sdot-Yam.

(2) Based on a Schedule 13G/A filed with the SEC on February 12, 2016, by FMR LLC, as of December 31, 2015, FMR LLC holds sole voting power over 419,083 shares and sole dispositive power over 3,528,659 shares. The address of FMR LLC is 245 Summer Street, Boston, Massachusetts 02210. Members of the family of Edward C. Johnson 3d, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940 (the "Investment Company Act"), to form a controlling group with respect to FMR LLC.

Neither FMR LLC nor Edward C. Johnson 3d nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned directly by the various investment companies registered under the Investment Company Act ("Fidelity Funds") advised by Fidelity Management & Research Company ("FMR Co."), a wholly-owned subsidiary of FMR LLC, which power resides with the Fidelity Funds' Boards of Trustees. FMR Co. carries out the voting of the shares under written guidelines established by the Fidelity Funds' Boards of Trustees.

(3) Based on a Schedule 13G/A filed with the SEC on February 16, 2016 by Baron Capital Group, Inc, as of December 31, 2015, BAMCO, Inc. holds shared voting power over 3,193,986 shares and shared dispositive power over 3,595,986 shares; Baron Capital Group, Inc. holds shared voting power over 3,380,138 shares and shared dispositive power over 3,782,138 shares; Baron Capital Management, Inc. holds shared voting and dispositive power over 186,152 shares; and Ronald Baron holds shared voting power over 3,380,138 shares and shared dispositive power over 3,782,138 shares. BAMCO, Inc. and Baron Capital Management, Inc. are subsidiaries of Baron Capital Group, Inc. and Ronald Baron owns a controlling interest in Baron Capital Group, Inc. The address of each holder is 767 Fifth Avenue, 49th Floor, New York, New York 10153.

Changes in Ownership

Prior to our IPO in March 2012, Kibbutz Sdot-Yam owned 18,715,000, or 70.1% of our ordinary shares. After the IPO, due to our issuance of ordinary shares, the Kibbutz's ownership in our ordinary shares decreased to 56.1%. As a result of two subsequent public offerings of ordinary shares filed in 2013 and 2014, the Kibbutz sold 6,325,000 of the 17,765,000 ordinary company shares it owned, decreasing its ownership percentage to 32.8% after those offerings and to 32.4% as of December 31, 2015.

Registered Holders

Based on a review of the information provided to us by our transfer agent, as of February 24, 2016, there were two registered holders of our ordinary shares, one of which (Cede & Co., the nominee of the Depositary Trust Company) is a United States registered holder, holding approximately 67.6% of our outstanding ordinary shares.

b. Related Party Transactions

Related Party Transactions Policy

On May 25, 2014, our audit committee adopted a policy, which lays out the procedures for approving transactions with our controlling shareholder, currently Kibbutz Sdot-Yam, and certain of our office holders and other related persons. Pursuant to this policy, as required by the Companies Law, for each transaction with our controlling shareholder or transactions in which our controlling shareholder has a personal interest as well as transactions with our office holders or transactions in which our office holders have a personal interest, our audit committee is required to determine whether such transaction is an extraordinary transaction and, with respect to controlling shareholder transactions only, whether it is a negligible transaction. Subject to our audit committee's determination, negligible transactions and non-extraordinary transactions are subject to a competitive procedure comprised of obtaining two third party quotes for such transaction and additional requirements as required by the Companies Law. An extraordinary transaction, which is not negligible, is subject, generally, to a tender in addition to the approvals required by the Companies Law. In addition, this policy determines certain transactions with our controlling shareholder as negligible and non-extraordinary transactions which are ongoing transactions but are required to be approved on an annual basis. Pursuant to this policy, we have, and may in the future, engage in transactions with our controlling shareholder and officeholders including with respect to services consumed by us for our operational needs as well as contribute donations to associations in which our controlling shareholder has a personal interest.

Relationship and agreements with Kibbutz Sdot-Yam

Our headquarters, research and development facilities and our two manufacturing facilities in Israel are located on lands leased by us from Kibbutz Sdot-Yam, which beneficially owns 32.5% of our shares as of February 24, 2016. We have entered into certain agreements with Kibbutz Sdot-Yam pursuant to which Kibbutz Sdot-Yam provides us with, among other things, a portion of our labor force, electricity, maintenance, and other services. Pursuant to certain of these agreements, in consideration for using facilities licensed to us or for services provided by Kibbutz Sdot-Yam, we paid the Kibbutz an aggregate of $11.1 million in 2015, $12.2 million in 2014 and $10.8 million in 2013 (excluding VAT), as set forth in more detail below. The decrease in the amount paid in 2015 is mainly as a result of payment timing and a weaker Israeli Shekel relative to the U.S. dollar. We believe that these services are rendered to us in the ordinary course of our business and that they represent terms no less favorable than those that would have been obtained from an unaffiliated third party. Nevertheless, a determination with respect to such matters requires subjective judgments regarding valuations, and regulators and other third parties may question whether our agreements with Kibbutz Sdot-Yam are no less favorable to us than if they had been negotiated with unaffiliated third parties. As described below, in March 2012, in connection with the closing of our IPO, certain of our agreements with Kibbutz Sdot-Yam terminated and a new set of agreements became effective.

Under the Companies Law, our audit committee, board of directors and shareholders are required to approve every three years any extraordinary transaction in which a controlling shareholder has a personal interest and that has a term of more than three years, unless the company's audit committee, constituted in accordance with the Companies Law, determines, solely with respect to agreements that do not involve compensation to a controlling shareholder or his or her relatives, in connection with services rendered by any of them to the company or their employment with the company, that a longer term is reasonable under the circumstances. Our audit committee has determined that the term of all the agreements entered into between us and Kibbutz Sdot-Yam are reasonable under the relevant circumstances, except for part of our manpower agreement entered into between Kibbutz Sdot-Yam and us on January 1, 2011 as it relates to office holders, and the services agreement entered into between Kibbutz Sdot-Yam and us on July 20, 2011 (as amended). This requirement is relatively new, and there is uncertainty regarding its implementation. As a result, the agreements described below between us and Kibbutz Sdot-Yam, to the extent they are for a period that is greater than three years, may require re-approval in the future according to the Companies Law.

References below to VAT are to the Israeli value added tax the rate for which is as of the date of this filing is 17%.

Land use agreement

Land leased to Kibbutz Sdot-Yam by the ILA

Our headquarters and research and development facilities, as well as one of our two manufacturing facilities, are located on the grounds at Kibbutz Sdot-Yam and include 30,744 square meter of facility and 60,870 square meter of un-covered yard. The headquarters and facilities are located on lands title to which is held by the ILA, and which are leased or subleased to Kibbutz Sdot-Yam pursuant to the following agreements: (i) a 49-year lease from the ILA signed in July 1978 that commenced in 1962 and expired in 2011 and has been extended pursuant to an option in the agreement for an additional 49 years, and (ii) a new agreement entered into in April 2014 between Kibbutz Sdot-Yam and the Caesarea Development Corporation pursuant to which Kibbutz Sdot-Yam leases the relevant premises (including such premises which are leased by the Kibbutz to us) from the Caesarea Development Corporation until year 2037. This agreement is subject to public recording procedure. Additionally, Kibbutz Sdot-Yam has been negotiating the renewal of a long-term lease agreement with the ILA which expired in 2009. After a series of discussions with the ILA to renew this expired agreement, in 2015 the Kibbutz submitted a motion to the District Court for an injunction instructing the ILA to execute a long term lease agreement with the Kibbutz. To date, the expiration of this lease agreement has not had any impact on our ability to use the facilities located on the property subject to the leases and we do not currently believe that they will have a material impact in the future pending completion of the negotiations for the lease extension or new long-term lease, respectively. The ILA may terminate its leases with Kibbutz Sdot-Yam in certain circumstances, including if Kibbutz Sdot-Yam commences proceedings to disband or liquidate or in the event that Kibbutz Sdot-Yam ceases to be a "kibbutz" as defined in the lease (i.e., a registered cooperative society classified as a kibbutz). The ILA may, from time to time, change its regulations governing the lease agreements, and these changes could affect the terms of the land use agreement, as amended, including the provisions governing its termination. Kibbutz Sdot-Yam currently permits us to use the land and facilities pursuant to a land use agreement which became effective on April 1, 2012 and expires in 20 years.

Under the land use agreement, Kibbutz Sdot-Yam agreed to permit us to use approximately 100,000 square meters of land leased to the Kibbutz, consisting both of facilities and unbuilt areas, in consideration for an annual fee of NIS12.9 million ($3.5 million) in 2013 and thereafter. In each case plus VAT, and beginning in 2013, adjusted every six months based on any increase of the Israeli consumer price index compared to the index as of January 2011. The annual fee may be adjusted after January 1, 2021 or after January 1, 2018 if the Kibbutz is required to pay significantly higher lease fees to the ILA or Caesarea Development Corporation, and every three years thereafter if Kibbutz Sdot-Yam chooses to obtain an appraisal. The appraiser will be mutually agreed upon or, in the absence of agreement, will be chosen by Kibbutz Sdot-Yam out of the list of appraisers recommended at that time by Bank Leumi Le-Israel B.M. (" **Bank Leumi** "). Every addition or deletion of space is accounted for based on the original rates mentioned above.

In addition, in the land use agreement, we have waived any claims for payment of NIS 18.0 million ($4.6 million) from Kibbutz Sdot-Yam with respect to prior investments in infrastructure on Kibbutz Sdot-Yam's lands used by us under the prior land use agreement.

Starting from January 1, 2014 we are making use as needed of additional office space in Kibbutz Sdot-Yam of approximately 400 square meters, for an annual payment of NIS 77,956 (approximately $20,000) in 2014 and annual payment of NIS 116,643 (approximately $30,000) in 2015. Such additional area shall be used by us as long as we need it under terms materially similar to the land use agreement. Starting from September 2014, we use an additional approximately 9,000 square meters based on our needs and Kibbutz Sdot-Yam's consent under terms materially similar to the land use agreement, for an additional monthly fee of NIS 10,000 (approximately $2,570) which is not based on the original rates. However, we have the right to return these premises to Kibbutz Sdot-Yam earlier, following a 90-day prior written notice.

Under the land use agreement, we may not terminate the operation of either of our two production lines at our plant in Kibbutz Sdot-Yam as long as we continue to operate production lines elsewhere in Israel, and our headquarters must remain at Kibbutz Sdot-Yam. Furthermore, we may not decrease or return to Kibbutz Sdot-Yam any part of the land underlying the land use agreement, except upon one year's advance written notice with regards to a certain unbuilt area, subject to certain conditions. In addition, subject to limitations, we may be able to sublease lands. Kibbutz Sdot-Yam will have three months to accept or reject a request for sublease, in its sole discretion, provided that if it does not respond within such three-month period, then we will be entitled to sublease such lands to a person approved in advance by Kibbutz Sdot-Yam. In such event, we will continue to be liable to Kibbutz Sdot-Yam with respect to such lands. Pursuant to the land use agreement, subject to certain exceptions, if we need additional facilities on the land that we are permitted to use in Kibbutz Sdot-Yam, subject to obtaining the permits required by law, Kibbutz Sdot-Yam will build such facilities for us by using the proceeds of a loan that we will make to Kibbutz Sdot-Yam, which loan shall be repaid to us by off-setting the monthly additional payment that we would pay for such new facilities and, if not fully repaid during the lease term, upon termination thereof.

We have committed to fund the cost of the construction, up to a maximum of NIS 3.3 million ($0.8 million) plus VAT, required to change the access road leading to Kibbutz Sdot-Yam and our facilities, such that the entrance to our facilities will be separated from the entrance into Kibbutz Sdot-Yam. In addition, we have committed to pay NIS 200,000 (approximately $51,000) plus VAT to cover the cost of paving an area of land leased from Kibbutz Sdot-Yam with such payment deducted in monthly installments over a four-year period beginning in 2013 from the lease payments to be made to Kibbutz Sdot-Yam under the land use agreement related to our Sdot-Yam facility.

While Kibbutz Sdot-Yam is responsible under the agreement for obtaining various licenses, permits, approvals and authorizations necessary for use of the property, we have waived any monetary recourse against Kibbutz Sdot-Yam for failure to receive such licenses, permits, approvals and authorizations.

Pursuant to an agreement dated January 4, 2012, for the settlement of reimbursement for building expenses incurred by us from January 2012, an annual amount of NIS 82,900 (approximately $24,000) and NIS 43,000 (approximately $12,000) will be deducted from the land use fees until year 2020 and year 2015, respectively.

Pursuant to these land use agreements, we paid to Kibbutz Sdot-Yam an aggregate of $3.6 million in 2015, $3.9 million in 2014 and $3.7 million in 2013.

Manpower agreement

In March 2001, we entered into a manpower agreement with Kibbutz Sdot-Yam, which was amended in December 2006. Pursuant to the agreement, Kibbutz Sdot-Yam agreed to provide us with labor services staffed by Kibbutz members, candidates for Kibbutz membership and Kibbutz residents (each a " **Kibbutz Appointee** "). This agreement was replaced by a new manpower agreement, signed on July 20, 2011, with a term of 10 years from January 1, 2011 that will be automatically renewed, unless one of the parties gives six months' prior notice, for additional one-year periods. Our audit committee has determined that the term of the manpower agreement with Kibbutz Sdot-Yam is reasonable under the relevant circumstances except as it relates to office holders. Accordingly, under the Companies Law, the manpower agreement, with respect to office holders, is subject to re-approval by our audit committee, board of directors and general meeting every three years. On July 30, 2015, following the approval of our audit committee, compensation committee and board of directors, our shareholders approved an addendum to the Manpower Agreement between us and Kibbutz Sdot-Yam, with respect to the engagement of office holders affiliated with Kibbutz Sdot-Yam, for an additional three-year term as of the date of approval by the shareholders.

Under the manpower agreement and addendum thereto (the " **manpower agreement** "), Kibbutz Sdot-Yam provides us with labor services staffed by Kibbutz Appointees. The consideration to be paid for each Kibbutz Appointee is based on our total cost of employment for a non-Kibbutz Appointee employee performing a similar role. The number of Kibbutz Appointees may change in accordance with our needs. Under the manpower agreement, we will notify Kibbutz Sdot-Yam of any roles that require staffing, and if the Kibbutz offers candidates with skills similar to other candidates, we will give preference to the hiring of the relevant Kibbutz members. Kibbutz Sdot-Yam is entitled under the manpower agreement, at its sole discretion, to discontinue the engagement of any Kibbutz Appointee of manpower services through his or her employment by Kibbutz Sdot-Yam and require such appointee to become employed directly by us.

Under the manpower agreement, we will contribute monetarily to assist with the implementation of a professional reserve plan to encourage young Kibbutz members to obtain the necessary education for future employment with us. We will provide up to NIS 250,000 (approximately $64,000) per annum for this plan linked to changes in the Israeli consumer price index plus VAT. We will also implement a policy that prioritizes the hiring of such young Kibbutz members as our employees upon their graduation. Office holders who are Kibbutz Appointees have all benefits then provided to our other office holders, including without limitation, directors' and officers' liability insurance, and Company's indemnification and exemption undertaking . Pursuant to the manpower agreement, we paid to Kibbutz Sdot-Yam an aggregate of $3.4 million in 2015, $3.9 million in 2014 and $3.9 million in 2013. As of December 31, 2015, we engaged 67 Kibbutz Appointees on a permanent basis.

Services agreement

On July 20, 2011, we entered into a services agreement with Kibbutz Sdot-Yam, as amended on February 13, 2012 (the " **original services agreement** "). Pursuant to the agreement, the Kibbutz provided us with various services related to our operational needs. The original services agreement also outlined the distribution mechanism between us and Kibbutz Sdot-Yam, for certain expenses and payments due to local authorities, such as taxes and fees in connection with our business facilities. The agreement expired on March 21, 2015.

On July 30, 2015, following the approval of our audit committee and the board, our shareholders approved an amended services agreement (the " **amended services agreement** "). Under the amended services agreement, Kibbutz Sdot-Yam will continue to provide us with various services it provides in the ordinary course of our business, for a period of three years commencing as of the date of approval by the shareholders. The amended services agreement grants Kibbutz Sdot-Yam a right of first refusal with respect to such services following a review procedure that we are entitled to conduct once a year. Under this review procedure, we may seek independent third-party proposals through a competitive bidding process, in order to verify that the Kibbutz's services are provided at market terms. The amount that we pay Kibbutz Sdot-Yam under the amended services agreement depends on the scope of services we will receive and is based on rates specified in such agreement which were determined based on market terms, taking into account the added value of consuming services from Kibbutz Sdot-Yam, considering its physical proximity to our manufacturing plant in Sdot-Yam and its expertise. The amounts we pay for the services are subject to certain adjustments for increases in the Israeli consumer price index. In addition, the amended services agreement grants Kibbutz Sdot-Yam the right to adjust the rates of the metal workshop services and the meals it provides to our employees once a year, in the event that raw material prices related to such services significantly increase during the term of the agreement. In such case, we are entitled to conduct a review procedure with respect to such services, in which the Kibbutz shall have the right of first refusal to provide the services on terms identical to the best terms offered to us by a third party bidder. Each party may terminate such agreement upon a material breach, following a 30-day prior notice, or upon liquidation of the other party, following a 45-days' prior notice.

Pursuant to the original services agreement and the amended services agreement, we paid to Kibbutz Sdot-Yam an aggregate of $1.8 million in 2015, $2.1 million in 2014 and $2.1 million in 2013.

Land purchase and leaseback agreement

Pursuant to a land purchase and leaseback agreement, dated as of March 31, 2011, as amended on February 13, 2012, between Kibbutz Sdot-Yam and us, Kibbutz Sdot-Yam acquired from us in September 2012 our rights in the lands and facilities of the Bar-Lev Industrial Center in consideration for approximately NIS 43.7 million ($10.9 million). Pursuant to the land purchase and leaseback agreement, we were required to obtain certain third-party consents from, among others, the Israeli Tax Authorities and from the Israeli Investment Center. All such consents have been obtained. The land purchase and leaseback agreement was executed simultaneously with the execution of a land use agreement. Pursuant to the land use agreement, Kibbutz Sdot-Yam permits us to use the Bar-Lev land for a period of 10 years commencing in September 2012 that will be automatically renewed unless we give two years prior notice, for an additional 10-year term in consideration for an annual fee of NIS 4.1 million ($1.1 million) to be linked to the increase of the Israeli consumer price index. The fee is subject to adjustment following January 1, 2021 and every three years thereafter at the option of Kibbutz Sdot-Yam if the Kibbutz obtains an appraisal that supports such an increase. The appraiser will be mutually agreed upon or, in the absence of agreement, will be chosen by Kibbutz Sdot-Yam from a list of assessors recommended at that time by Bank Leumi.

Under the land use agreement, we may not decrease or return to Kibbutz Sdot-Yam any part of the land underlying the land use agreement; however, subject to several limitations, we may be able to sublease such lands to a person approved in advance by Kibbutz Sdot-Yam. We may assign our right under the land use agreement pursuant to a merger with a third party and to any corporation under our control. In such event, we will continue to be liable to Kibbutz Sdot-Yam with respect to such lands. In addition, subject to certain exceptions, if we need additional facilities on the land that we are permitted to use by Kibbutz Sdot-Yam, subject to obtaining the permits required by law, Kibbutz Sdot-Yam will build such facilities for us by using the proceeds of a loan that we will make to Kibbutz Sdot-Yam, which loan shall be repaid to us by off-setting the monthly additional payment that we would pay for such new facilities and, if not fully repaid during the lease term, upon termination thereof.

Agreement for Arranging for Additional Accord

Pursuant to the Agreement For Arranging For Additional Accord, dated as of July 20, 2011, if we wish to acquire or lease any additional lands, whether on the grounds of our Bar-Lev manufacturing facility, or elsewhere in Israel, for the purpose of establishing new manufacturing facilities or production lines: (i) Kibbutz Sdot-Yam will purchase the land and build the required facilities' structure on such land at its own expense in accordance with our needs; (ii) we will perform any necessary building adjustments at our expense; and (iii) Kibbutz Sdot-Yam will lease the land and the facility to us under a long-term lease agreement with terms to be negotiated in accordance with the then prevailing market price. In addition, under this agreement, Kibbutz Sdot-Yam has agreed not to compete with us as long as it holds more than 10% of our shares. The agreement terminates on October 20, 2017.

Agreement for Additional Land on the Grounds Near Our Bar-Lev Manufacturing Facility

Pursuant to the Agreement For Arranging For Additional Accord, we entered into the Agreement For Additional Land, in August 2013, pursuant to which Kibbutz Sdot-Yam acquired additional land of approximately 12,800 square meters on the grounds near our Bar-Lev manufacturing facility, which we required in connection with the construction of the fifth production line at our Bar-Lev manufacturing facility and leased it to us for a monthly fee of approximately NIS 70,000 (approximately $18,000), in accordance with the terms of the Agreement For Arranging For Additional Accord. Under the agreement, Kibbutz Sdot-Yam committed to (i) acquire the long-term leasing rights of the Additional Bar-Lev Land from the ILA (ii) perform preparation work and construction, in conjunction with the administrative body of Bar-Lev industrial park and other contractors according to our plans, (iii) build a warehouse according our plans, and (iv) obtain all permits and approvals required for performing the preparation work of the Additional Bar-Lev Land and for the building of the warehouse. The warehouse in Bar-Lev will be situated both on the current and new land. The financing of the building of the warehouse is to be made through a loan that will be granted by us to Kibbutz Sdot-Yam, in the amount of the total cost related to the building of the warehouse, and such loan, including principle and interest, shall be repaid by setoff of the lease due to Kibbutz Sdot-Yam by us for our use of the warehouse. The principal amount of the loan will bear interest at a rate of 5.3% a year. On November 30, 2015 the land preparation work had been completed and the holding of the Additional Bar-Lev Land was delivered to us. The construction of the warehouse has not started yet.

Pursuant to the land purchase and leaseback agreement and agreement for additional land in connection with our Bar Lev facility, we paid to Kibbutz Sdot-Yam an aggregate of $1.1 million in 2015, $1.1 million in 2014 and $1.2 million in 2013.

Special grant from Kibbutz Sdot- Yam

On February 9, 2016, our board of directors approved, following the approval of our audit committee in accordance with the Israeli Companies Regulations (Relieves for Transactions with Interested Parties) of 2000 (the " **Regulations** "), the acceptance of a special grant from Kibbutz Sdot- Yam by a waiver of lease payments due to the Kibbutz in the amount of NIS 1 million (approximately $256,000) (the " **Grant** "). The Grant will be made in favor of our employees (other than employees who are members of the Kibbutz, executive officers and directors), based on principles set by the Kibbutz for its distribution. Our audit committee and the board of directors determined that the Grant complies with the terms of Section 1(2) of the Regulations as an extraordinary transaction solely for our benefit. Under Section 1C of the Regulations, each shareholder that holds at least 1% of our issued share capital or voting rights is entitled to object to the approval of the Grant; provided, however, that such objection has been submitted to us within 14 days as of the date of our announcement of the Grant, which was filed on Form 6-K with the Securities and Exchange Commission on February 22, 206. If we receive such objection within the 14-day period, the Grant will require shareholders' approval pursuant to Section 275 of the Companies Law. Under U.S. GAAP accounting rules, we are required to expense this grant against paid-in capital.

Registration Rights Agreement

Pursuant to a registration rights agreement (the " **Registration Rights Agreement** "), entered into on July 21, 2011 and amended on February 13, 2012, following our IPO in March 2012, Kibbutz Sdot-Yam has the right to request that we file a registration statement registering their shares, provided that the value of the shares to be registered is not less than $5.0 million, net of any underwriting discount or commission and provided further that we are not required to file more than two registration statements in any 12-month period. Kibbutz Sdot-Yam may also request that we file a registration statement on a Form F-3, if we are eligible to use such form, provided that the net value of the shares to be registered is not less than $1.0 million and provided further that we are not required to file more than two registration statements on a Form F-3 in any 12-month period.

Kibbutz Sdot-Yam has piggyback registration rights, which provide it with the right to register their shares in the event of an offering of securities by us. To the extent that the underwriters limit the number of shares that can be included in a registration statement, we have discretion to register those shares we choose first, followed by the shares of Kibbutz Sdot-Yam.

Pursuant to the Registration Rights Agreement, we registered 2,300,000 of our ordinary shares held by Kibbutz Sdot-Yam. These registration rights terminate upon the earlier of seven years following the date of our IPO or the date that a holder of registration rights can sell its shares freely under Rule 144 without restrictions on volume.

Originally, the Registration Rights Agreement was executed by and between us, Kibbutz Sdot-Yam and Tene.

In April 2013, Tene and Kibbutz Sdot-Yam sold 8,422,859 of our ordinary shares. In June 2014, Kibbutz Sdot-Yam sold 6,325,000 of the then-17,765,000 ordinary Company shares it owned.

Agreements with directors and officers

Employment agreements

See "ITEM 6.B: Directors, Senior Management and Employees—Compensation of Officers and Directors—Employment and consulting agreements with executive officers".

Indemnification agreements

See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—Exculpation, insurance and indemnification of office holders."

Agreement with Poland distributor

In 2014, we entered into an exclusive distribution engagement with a distribution company in Poland, controlled by Mr. Oren Ohana, the son of Mr. Maxim Ohana, who served as the chairman of our board of directors until December 2015. The transaction was approved by our board of directors, following the approval of our audit committee in accordance with our related party transactions policy and the requirements of the Companies Law, considering, among other things, that the terms of engagement with such distributor are similar to the terms of engagement with other comparable third parties distributers of ours, and that the engagement was made in the ordinary course of business and on market terms. This transaction is not material to us.

c. Interests of E xperts and Counsel

Not applicable.

ITEM 8 : Financial Inform ation

a. Consolidated Financial Stat ements and Other Financial Information

Consolidated Financial Statements

For our audited consolidated financial statements for the year ended December 31, 2014, please see pages F-4 to F-70 of this report.

Legal Proceedings

Arbitration proceeding with Microgil Agricultural Cooperative Society Ltd .

In November 2011, Kfar Giladi and Microgil, an entity we believe is controlled by Kfar Giladi, initiated arbitration proceedings against us that commenced in April 2012. We refer to Kfar Giladi and Microgil as the "claimants." In April 2012, the claimants filed a claim against us in arbitration for NIS 232.8 million ($59.7 million) for alleged damages incurred by them in connection with a breach of the Processing Agreement by us. In August 2012, we filed a counter claim against the claimants in the arbitration for NIS 76.6 million ($19.6 million) for damages incurred by us in connection with Microgil's malfunctioning operations, Microgil's breach of the Processing Agreement and the understanding between the parties regarding the Processing Agreement after it was terminated, inventory which was not returned to us and was unaccounted for, excess payments which were paid to the claimants, an unpaid loan that was granted by us to the claimants, and the adverse impact on the valuation in our IPO caused by their actions.

The arbitration arises out of a dispute related to the Processing Agreement that we entered into with Kfar Giladi (which subsequently assigned it to Microgil) in June 2006 pursuant to which Kfar Giladi committed to establish a production facility at its own expense within 21 months of the date of the Processing Agreement to process quartz for us and for other potential customers. Pursuant to the Processing Agreement, we committed to pay fixed prices for quartz processing services related to agreed-upon quantities of quartz over a period of ten years from the date set for the claimants to commence operating the production facility. We estimate that the total amount of such payments would have been approximately $55 million. It is our position that the production facility established by the claimants was not operational until approximately two years after the date required by the Processing Agreement. As a result, we were unable to purchase the minimum quantities set forth in the Processing Agreement and we therefore acquired the quantities of ground quartz that we needed from other quartz suppliers.

It is our position that the Processing Agreement was terminated by us following its breach by the claimants. We contend that our purchases of ground quartz from Microgil in 2010 and 2011 were made pursuant to new understandings reached between the parties and not pursuant to the Processing Agreement. The claimants allege that the Processing Agreement was still in effect and that we did not meet our contractual commitments under the Processing Agreement to order the minimum annual quantity. In addition, once production began, we contend that the claimants failed to consistently deliver the required quantity and quality of ground quartz as agreed by the parties. In January 2012, Microgil notified us that it had closed its production facility as a result of our breach of the Processing Agreement.

We also contend that the claimants are responsible for not returning to us unprocessed quartz that we provided to them, including quartz that is currently in the claimants' possession and additional quartz that is unaccounted for. Each party has various other claims against the other. After the claimants filed their affidavits in the arbitration we learned that they took illegal actions in order to obtain evidence. We consider these actions to be a breach of the arbitration clause and accordingly informed the claimants that the arbitration was cancelled. We submitted a claim to the court seeking a declarative judgment that the arbitration's cancellation was lawful. We also submitted a motion to the court asking to stay the arbitration until the motion claim is adjudicated. The court dismissed our motion, and our appeal of the court's decision was dismissed as well. Accordingly, the arbitration continued.

In November 2015, the claimants filed a motion to require us to deposit a bond in the amount of NIS 100 million (approximately $25.6 million) and asking for an injunction to prevent the disposition of assets, plants and equipment valued at no less than NIS 149.2 million (approximately $38.2 million), in order to ensure their ability to collect the compensation they may be eligible to receive as a result of the arbitration. We believe that this motion is groundless and applied for its dismissal, however there can be no assurance that such motion shall be dismissed. We intend to defend the arbitration vigorously and to seek damages from Microgil for damage caused to us. However, we cannot provide any assurance that an adverse ruling or a negative outcome will not have a material adverse effect on us.

Claim by former South African distributor

In December 2007, we terminated our agency agreement with our former South African agent, WOMAG, on the basis that it had breached the agreement. In the same month, we filed a claim for NIS 1.0 million ($0.3 million) in the Israeli District Court in Haifa based on such breach. WOMAG has contested jurisdiction of the Israeli District Court, but subsequent appellate courts have dismissed WOMAG's contest. In January 2008, WOMAG filed suit in South Africa seeking euro 15.7 million ($17.1 million). In September 2013, the South African Court determined that since a proceeding on the same facts was pending before another court (*lis alibis pendens*), the South African Court would stay the matter until the conclusion of the Israeli action.

In December 2013, the magistrate's court in Israel held that we were not entitled to terminate the agreement with WOMAG as it was not breached by WOMAG. As the district court dismissed our appeal of the decision of the magistrate's court, we have agreed with WOMAG to submit the matter to arbitration, which is to take place in South Africa in 2016. In October 2015, WOMAG amended its claim, seeking a reduced amount of euro 7.1 million ($7.7 million) and ZAR 43.7 million (South Africa RAND) ($2.8 million). Although we intend to vigorously defend the case in the South African court, we believe that we recorded an adequate reserve for this claim.

Claims related to alleged silicosis injuries

Overview

We are subject to a number of claims in Israel by fabricators or their employees alleging that they contracted illnesses, including silicosis, through exposure to silica particles during cutting, polishing, sawing, grinding, breaking, crushing, drilling, sanding or sculpting our products. Silicosis is an occupational lung disease that is progressive and sometimes fatal, and is characterized by scarring of the lungs and damage to the breathing function. Inhalation of dust containing fine silica particles as a result of poorly protected and controlled, or unprotected and uncontrolled, exposure while working in different occupations, including among other things, processing quartz, granite, marble and other materials and working with quartz can cause silicosis. Silica comprises approximately 90% of engineered stones, including our products, and smaller concentrations of silica are present in natural stones. Therefore, in some of the lawsuits it is claimed that fabrication of engineered stones creates higher exposure to silica dust, and, accordingly, creates a higher risk of silicosis.

Individual Claims

As of the date of this report, we are party to 74 pending bodily injury lawsuits that have been filed in Israel since 2008 against us directly or that have named us as third-party defendants by fabricators or their employees in Israel, by the injured successors, by the State of Israel, or by others. Such pending lawsuits include lawsuits filed with respect to 72 persons alleged to be injured, four lawsuits filed by the Israeli NII for subrogation of compensation paid or to be paid by the NII to six injured persons, one lawsuit which was filed by both the NII and a fabricator, one lawsuit where the claimants applied for its class certification, one lawsuit filed by three stone fabricators, and one appeal which was filed in connection with a judgment granted in one of the lawsuits, as further detailed below. Of the 78 claims that had been filed against us in total, 77 were filed in Israel and one in the United States, three claims were settled, two claims were partially settled and one claim which was filed in the United States was dismissed, as further detailed below. Out of such 78 claims, one claim was filed in 2008, two in 2009, four in 2010, seven in 2011, eight in 2012, eight in 2013, 28 in 2014, 19 in 2015 and one in 2016 through the filing of this annual report. We have also received nine pre-litigation letters on behalf of certain fabricators in Israel or their employees alleging that they contracted illnesses as a result of fabricating our products. Each of the claims named other defendants, such as fabricators that employed the plaintiffs, the Israeli Ministry of Industry, Trade and Employment, distributors of our products and insurance companies and insurance brokers. Various arguments are raised in the claims, including, among others, product liability arguments and failure to provide warnings regarding the risks associated with silica dust generated by the fabrication of our products.

Most of the claims do not specify a total amount of damages sought, as the plaintiff's future damages will be determined at trial. A claim filed with the magistrates court in Israel is limited to a maximum of NIS 2.5 million (approximately $641,000) plus any fees, and among the 74 pending claims filed against us in Israel, 45 claims were filed in the magistrate's court. A claim filed in the district court in Israel is not subject to such limitation. As a result, there is uncertainty regarding the total amount of damages that may ultimately be claimed.

We intend to vigorously contest the pending claims against us, although there can be no assurance that we will succeed in these claims and it is probable that we will be liable for damages in such lawsuits. As of December 31, 2015, we estimated our total exposure with respect to 71 pending lawsuits (not including the lawsuit filed with a motion to be recognized as a class action and lawsuits settled) to be approximately $14.8 million, although the actual outcome of such lawsuits may significantly vary from such estimate. As of today, only one claim has been resolved by an Israeli District Court in a judgment without settlement, imposing liability of 40% on the self-employed plaintiff and apportioning the remaining 60% liability between the State of Israel and us, with 55% attributed to us and 45% attributed to the State of Israel. This judgment was appealed to the Supreme Court, and cancelled with the parties' consent (other than the distributor), following their out-of-court agreements, as further detailed below.

In November 2015 we entered into an agreement with the State of Israel, with the consent of our insurance carriers, under which we agreed with the State to cooperate, subject to certain terms, with respect to the management of the individual claims (other than NII claims) and on the apportionment between us of the total liability of us and the State, if found, in such claims.

Israeli law, as well as the law of other jurisdictions, recognizes joint and several liability among co-defendants in civil suits. In cases where co-defendants are found liable the plaintiff is entitled to collect all damages from only one of the liable defendants. Thus, even if we are found only partially liable for a plaintiff's damages, the plaintiff may seek to collect all their damages from us, requiring us to collect separately from our co-defendants their allocated portion of the damages. If defendants are insolvent or we are unsuccessful in collecting their portion of the damages for any other reason (for instance, if they are not insured), we may incur damages beyond the damages for which we are liable.

We currently estimate that contingent losses related to the pending claims mentioned above due to the agreement with the State of Israel and in accordance with our legal advisors' opinion are probable.

Class Action Claim

A lawsuit by a single plaintiff and a motion for its class certification were filed against us in April 2014 in the Central District Court in Israel. The plaintiff claims to be the owner of a fabrication plant and to have contracted silicosis as a result of fabricating our products. In connection therewith, the plaintiff claims that we did not provide adequate warnings regarding the risks and protection measures required with respect to fabrication of our products, and that we intentionally hid and did not warn about the high risk and irreversible damages that may occur to the persons processing our products and misled the fabricators in Israel by comparing the hazards related to the fabrication of our products to those associated with the fabrication of natural stones. In acting so, the plaintiff claims that we did not act as a reasonable manufacturer; we violated the law and Israeli standards, committed an assault, acted negligently and are liable under the Israeli Law for Liability for Defective Products, 1980. The plaintiff also claims that our products are a "dangerous item" under the Israeli Tort Ordinance, 5728-1968 and, therefore, the plaintiff claims that the burden of proof falls on us to prove that there was no carelessness for which we are liable in connection with our products. The plaintiff claims that by our wrongful conduct we violated the plaintiff's freedom to choose whether to be exposed to the risks associated with the fabrication of our products.

The plaintiff alleges that, if the lawsuit is recognized as a class action, the claim against us is estimated to be NIS 216 million (approximately $55 million), calculated by claiming damages of NIS 18,000 ($4,628) for each individual who worked in fabrication workshops in Israel in fabrication or administrative roles and who have been exposed to dust generated by the fabrication of our products. The plaintiff claims that there are 12,000 such individuals who worked at 400 fabrication workshops in Israel, each of which employed 10 fabricators and five administrative persons, with one rotation during the relevant period. In addition, such claim includes an unstated sum in compensation for special and general damages, such as medical disability, functional disability, pain and suffering, medical expenses, medical and nursing assistance, which will require proof and quantification for each injured person in the purported class action. The plaintiff seeks, among other things, to compel us to notify the alleged group (and potential members of the group) and each individual about the risks, recommending that they undertake a medical examination and assert their rights.

We intend to vigorously contest recognition of the lawsuit as a class action and to defend the lawsuit on its merits, although, considering the preliminary stage of this lawsuit, there can be no assurance as to the probability of success or the range of potential exposure, if any.

December 2013 Judgment

In December 2013, a judgment was entered by the Central District Court of Israel in one of the lawsuits, according to which we were found to be comparatively liable for 33% of the plaintiff's total damages. The remaining liability was imposed on the plaintiff at 40%, as contributory negligence, and on the State of Israel at 27%. The total damages of the plaintiff were found by the court to be NIS 5.3 million ($1.4 million). Since the plaintiff received payments from the NII, such payments were subtracted from the total damages. However, under Israeli law, under certain condition a plaintiff may be awarded as compensation from third party injurers, other than his employer, at least 25% of the damages claimed even if the payments that the plaintiff received from the NII equal or exceed the actual damages of the plaintiff after deducting his contributory liability. Accordingly, and as the contributory liability of the plaintiff was found to be at 40% in the above claim, the court awarded the plaintiff additional compensation of approximately NIS 800,000 (approximately $0.2 million) plus legal fees and expenses, which reflected 25% of the plaintiff actual damages, after deducting the plaintiff's contributory negligence and the amount of NIS 3.3 million ($0.8 million) to which the claimant is entitled from the NII. After giving effect to the State of Israel's comparative responsibility, the total liability imposed on us in this case was NIS 436,669 ($0.1 million) plus the claimant's legal expenses. Such amount was fully paid by our insurer in January 2014 (apart from our deductible). We, as well as the State of Israel and the plaintiff, appealed the judgment to the Israeli Supreme Court. The Supreme Court accepted the request of the parties (other than the distributor) to cancel all the findings made by the District Court, except for its decision not to impose liability on the distributor, which is subject to a further hearing at and resolution by the Supreme Court. As part of the cancelation of the District Court's judgment, out of court settlements were reached between us and the State of Israel (as described above) and between us and the plaintiff.

Claim by Former Employee

One of the fabricators who filed a claim against us was employed by us in the past and claimed that his illness was, in part, the result of his employment with us. Although there can be no assurance that we will succeed in such claim, we believe that his illness is not related to his employment by us. We are not currently subject to any other claim from our employees related to silicosis; however we may be subject to such claims in the future. Our employers' liability insurance policy excludes silicosis claims by our employees, and to the extent we become subject to any such claims, we may face claims in excess of the portion covered by the NII.

Dismissed U.S. Claim

In 2012, Caesarstone USA was added as a 26th defendant approximately one year after commencement of a lawsuit bodily injury claim in the United States by a fabricator in the United States. The other 25 defendants were manufacturers of equipment utilized in stone fabricating or finishing operations or manufacturers and marketers of stone and engineered stone products. Total damages of approximately $56 million, including approximately $20 million of punitive damages, were sought in the U.S. claim. The case was ultimately dismissed and we were removed as a defendant.

Insurance

We currently have a global product liability insurance, which applies, subject to certain terms and limitations, to claims that may be submitted against us worldwide during the insurance policy term. This policy covers claims that are beyond $5 million per year, up to an amount of $35 million per claim and per year, plus litigation costs. Our global product liability insurance policy is effective until March 31, 2016. This insurance policy includes a deductible of $125,000 per claim. The policy covers only illnesses diagnosed after February 2010. Although we will seek to renew our product liability insurance to cover silicosis related claims, there is no assurance that we will be successful in its renewal. In addition to the global product liability policy, we have regional product liability insurance policies in the U.S. (Caesarstone US), Australia and Canada covering our activities, each up to $20 million per claim or per year, each in its relevant local currency, subject to certain terms and limitations, with relatively low deductibles.

We believe that our current insurance covers the pending individual product liability claims; however, with respect to the claim which was required to be recognized as a class action, our insurer has notified us that our product liability insurance covers such claim only partially. Although, it is our position that such class action is fully covered by our product liability insurance, but subject to the coverage amount limit and to the insurer position, there is no certainty whether our insurance would also cover the class action. In addition, the amount claimed in the currently pending class action exceeds our insurance coverage by a material amount.

Our employer liability insurance excludes silicosis damages and, therefore, in case that we are found liable for any of our employees' illness with silicosis, we will have to bear compensation for such damages, which might have adverse effect on our business and results of operations.

Claim by the Israel Ministry of the Protection of the Environment related to alleged violation of the Clean Air Law, 5768-2008

In December 2013, we completed the installation of a system in our Bar-Lev manufacturing facility to reduce styrene emission, following which we have better control of the styrene emission in our Bar-Lev manufacturing facility, and presented to IMPE a plan to further improve our control of styrene emission and comply with the styrene gas emission standards. With respect to our Sdot-Yam manufacturing facility, in January 2014 the IMPE summoned us to a hearing to address allegations that, based on the IMPE's procurement of several gas emission samplings, we exceeded the air ambient standards. Following the hearing, and although the IMPE acknowledged that we were in the process of installing measures to comply with the styrene gas emission standards, the IMPE recommended an investigation to look into allegations that we exceeded the threshold of styrene air ambient standards during 2013. In 2014, we implemented measures to correct the styrene air ambient standards which we believed helped to remediate excessive emission of styrene gas. In 2015, we continued to control styrene emission levels through strict maintenance and compliance with work processes. However, at a hearing held in December 2015, the IMPE indicated that it intends to conduct unannounced inspections of our Sdot-Yam facility. The IMPE has indicated that it would conduct such inspections of our Bar Lev facility as well. If the IMPE decides that we do not fully comply with the styrene emission standards, our business license may be revoked, our facilities' operation may be limited or shut down and we may become subject to civil and criminal sanctions.

Securities Class Action Claim

On August 25, 2015, a purported purchaser of our ordinary shares filed a proposed class action in the United States District Court for the Southern District of New York asserting, among other things, that we and two of our officers violated Sections 10(b) and 20(a) of the Exchange Act, and Rule 10b–5 promulgated under the Exchange Act, by allegedly making false and misleading statements about our business. The complaint seeks an unspecified amount of damages on behalf of purchasers of our securities between March 25, 2013 and August 18, 2015. On January 15, 2016, the plaintiff filed an amended complaint that asserted similar claims, but that seeks damages on behalf of purchasers of our securities between February 12, 2014 and August 18, 2015. On February 26, 2016, we filed a motion to dismiss the amended complaint. We believe this claim is without merit and intend to contest it vigorously. We believe that expenses incurred and any payments due as a result of this claim will be covered under our directors and officers liability insurance policy, subject to deductibles and the terms and limit of the coverage.

General

From time to time, we are involved in other legal proceedings and claims in the ordinary course of business related to a range of matters, including environmental, contract, employment claims, product liability and warranty claims, and claims related to modification and adjustment or replacement of product surfaces sold. While the outcome of these other claims cannot be predicted with certainty, we do not believe that any such claims will have a material adverse effect on us, either individually or in the aggregate. See Note 10 of the notes to the financial statements included elsewhere in this annual report.

Dividends

On December 23, 2014, we paid a dividend of $20.0 million to our shareholders. On December 11, 2013, we paid a dividend to our shareholders of $20.1 million. Previously, on April 4, 2012, we paid a special dividend of $26.4 million to our prior shareholders (Kibbutz Sdot-Yam and Tene) following the closing of our IPO in March 2012, and an additional dividend of $0.8 million to our preferred shareholders. We paid dividends equating to $14.0 million in fiscal year 2010 and $6.9 million in fiscal year 2011. All dividends prior to the 2013 one were denominated in NIS and have been translated into U.S. dollars at the applicable exchange rate prevailing on the date each dividend was distributed. We currently expect that payments of dividends will be made from time to time based on the recommendation of our board of directors, after taking into account legal limitations, growth plans and other factors that our board of directors may deem relevant. We do not have a declared dividend policy although we may adopt one in the future.

Under Israeli law, we may declare and pay dividends only if, upon the determination of our board of directors, there is no reasonable concern that the distribution will prevent us from being able to meet the terms of our existing and foreseeable obligations as they become due. The distribution of dividends is further limited by Israeli law to the greater of retained earnings and earnings generated over the two most recent years. In the event that we do not have retained earnings or earnings generated over the two most recent years legally available for distribution, we may seek the approval of the court to distribute a dividend. The court may approve our request if it is convinced that there is no reasonable concern that a payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due.

To the extent we declare a dividend, we do not intend to distribute dividends from earnings related to our Approved/Beneficiary Enterprise programs. The taxable income exemption provided under the Approved/Beneficiary Enterprise program is valid exclusively for undistributed earnings, and as a result, a distribution of earnings related to our Approved/Beneficiary Enterprise programs would subject us to additional tax payments upon a distribution of these earnings as dividends.

The payment of dividends may be subject to Israeli withholding taxes. See "ITEM 10.E: Additional Information—Taxation—Israeli tax considerations and government programs—Taxation of our shareholders—Dividends".

b. Significant C hanges

Since the date of our audited financial statements included elsewhere in this annual report, there have not been any significant changes in our financial position.

ITEM 9: The O ffer and Listing

Not applicable, except for Items 9.A.4 and 9.C, which are detailed below.

a. Offer and Listing Details

Our ordinary shares have been trading on the Nasdaq Global Select Market under the symbol "CSTE" since March 2012. The following table sets forth the high and low sales prices for our ordinary shares as reported by the Nasdaq Global Select Market, in U.S. dollars, for 2015, 2014, 2013 and 2012, each quarter during such years and the most recent six months prior to the filing of this annual report:

	Nasdaq Global Select Market	
Annual	**High**	**Low**
	(price per ordinary share)	
2015	72.01	28.92
2014	63.92	42.25
2013	52.45	16.15
2012 (beginning on March 22, 2012)	17.39	10.08

	Nasdaq Global Select Market	
Quarterly	**High**	**Low**
	(price per ordinary share)	
First Quarter 2016 (through February 24, 2016)	43.22	27.31
Fourth Quarter 2015	43.52	30.81
Third Quarter 2015	72.01	28.92
Second Quarter 2015	69.3	55.74
First Quarter 2015	66.27	55.95
Fourth Quarter 2014	63.92	44.93
Third Quarter 2014	53.67	42.51
Second Quarter 2014	59.32	44.10
First Quarter 2014	61.91	42.25

	Nasdaq Global Select Market	
Most Recent Six Months	**High**	**Low**
	(price per ordinary share)	
February 2016	38.49	27.31
January 2016	43.22	31.56
December 2015	43.52	37.9
November 2015	42.42	34.5
October 2015	38.3	30.81
September 2015	43.15	28.92

b. Plan of Distrib ution

Not applicable.

c. Ma rkets

See "—Offer and Listing Details" above.

d. Selling Sha reholders

Not applicable.

e. Dilu tion

Not applicable.

f. E xpenses of the Issue

Not applicable.

ITEM 10: A dditional Information

a. S hare Capital

Not applicable.

b. M emorandum of Association and Articles of Association

Our authorized share capital consists of 200,000,000 ordinary shares, par value NIS 0.04 per share, of which 35,190,255 are issued and outstanding as of February 24, 2016.

Our ordinary shares are not redeemable and do not have preemptive rights. The ownership or voting of ordinary shares by non-residents of Israel is not restricted in any way by our articles of association or the laws of the State of Israel, except for anti-terror legislation and except that citizens of countries which are in a state of war with Israel may not be recognized as owners of ordinary shares.

Voting

Holders of our ordinary shares have one vote for each ordinary share held on all matters submitted to a vote of shareholders at a shareholder meeting. Shareholders may vote at shareholder meetings either in person, by proxy or, with respect to certain resolutions, by a voting instrument.

Israeli law does not allow public companies to adopt shareholder resolutions by means of written consent in lieu of a shareholder meeting. Shareholder voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Transfer of shares

Fully paid ordinary shares are issued in registered form and may be freely transferred under our articles of association unless the transfer is restricted or prohibited by another instrument, Israeli law or the rules of a stock exchange on which the shares are traded.

Election of directors

Our ordinary shares do not have cumulative voting rights for the election of directors. Rather, under our articles of association our directors are elected by the holders of a simple majority of our ordinary shares at a general shareholder meeting (excluding abstentions). See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—Board of directors and officers." As a result, the holders of our ordinary shares that represent more than 50% of the voting power represented at a shareholder meeting and voting thereon (excluding abstentions) have the power to elect any or all of our directors whose positions are being filled at that meeting, subject to the special approval requirements for external directors described under "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—External Directors."

Dividend and liquidation rights

Under Israeli law, we may declare and pay dividends only if, upon the determination of our board of directors, there is no reasonable concern that the distribution will not prevent us from being able to meet the terms of our existing and foreseeable obligations as they become due. Under the Companies Law, the distribution amount is further limited to the greater of retained earnings or earnings generated over the two most recent years legally available for distribution. In the event that we do not have retained earnings or earnings generated over the two most recent years legally available for distribution, we may seek the approval of the court in order to distribute a dividend. The court may approve our request if it is convinced that there is no reasonable concern that the payment of a dividend will prevent us from satisfying our existing and foreseeable obligations as they become due.

In the event of our liquidation, after satisfaction of liabilities to creditors, our assets will be distributed to the holders of ordinary shares on a pro-rata basis. Dividend and liquidation rights may be affected by the grant of preferential dividend or distribution rights to the holders of a class of shares with preferential rights that may be authorized in the future.

Shareholder meetings

We are required to convene an annual general meeting of our shareholders once every calendar year within a period of not more than 15 months following the preceding annual general meeting. Our board of directors may convene a special general meeting of our shareholders and is required to do so at the request of two directors or one quarter of the members of our board of directors, or at the request of one or more holders of 5% or more of our share capital and 1% of our voting power, or the holder or holders of 5% or more of our voting power. All shareholder meetings require prior notice of at least 14 days and, in certain cases, 35 days. The chairman of our board of directors presides over our general meetings. However, if there is no such chairman or if at any meeting the chairman is not present within 15 minutes after the appointed time, or is unwilling to act as chairman, then the board members present at the meeting shall choose one of the board members as chairman of the meeting and if they shall not do so then the shareholders present shall choose a board member, or if no board member is present or if all the board members present decline to take the chair, they shall choose any other person present to be chairman of the meeting. Subject to the provisions of the Companies Law and the regulations promulgated thereunder, shareholders entitled to participate and vote at general meetings are the shareholders of record on a date to be decided by the board of directors, which may be between four and 40 days prior to the date of the meeting, depending on the type of meeting and whether written proxies are being used.

Quorum

Pursuant to our articles of association, the quorum required for a meeting of shareholders consists of at least two shareholders present in person, by proxy or by a voting instrument, who hold at least 25% of our voting power. A meeting adjourned for lack of a quorum generally is adjourned one week thereafter at the same time and place, or to such other day, time and place, as our board of directors may indicate in the invitation to the meeting or in the notice of the meeting to the shareholders. Pursuant to the Companies Law, at the reconvened meeting, the meeting will take place with whatever number of participants are present, unless the meeting was called pursuant to a request by our shareholders, in which case the quorum required is the number of shareholders required to call the meeting as described under "—Shareholder meetings."

Resolutions

Under the Companies Law, unless otherwise provided in the articles of association or applicable law, all resolutions of the shareholders require a simple majority of the voting rights represented at the meeting, in person, by proxy or, with respect to certain resolutions, by a voting instrument, and voting on the resolution (excluding abstentions). A resolution for the voluntary winding up of the company requires the approval by the holders of 75% of the voting rights represented at the meeting, in person, by proxy and voting on the resolution (excluding abstentions).

Access to corporate records

Under the Companies Law, all shareholders generally have the right to review minutes of our general meetings, our shareholder register and register of significant shareholders (as defined in the Companies Law), our articles of association, our financial statements, other documents as provided in the Companies Law, and any document we are required by law to file publicly with the Israeli Companies Registrar or with the Israel Securities Authority. Any shareholder who specifies the purpose of its request may request to review any document in our possession that relates to: (i) any action or transaction with a related party which requires shareholder approval under the Companies Law; or (ii) the approval, by the board of directors, of an action in which an office holder has a personal interest. We may deny a request to review a document if we determine that the request was not made in good faith, that the document contains a commercial secret or a patent or that the document's disclosure may otherwise impair our interests.

Acquisitions under Israeli law

Full tender offer

A person wishing to acquire shares of an Israeli public company and who would as a result hold over 90% of the target company's issued and outstanding share capital is required by the Companies Law to make a tender offer to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company.

A person wishing to acquire shares of an Israeli public company and who would as a result hold over 90% of the issued and outstanding share capital of a certain class of shares is required to make a tender offer to all of the shareholders who hold shares of the same class for the purchase of all of the issued and outstanding shares of the same class.

If the shareholders who do not respond to or accept the offer hold less than 5% of the issued and outstanding share capital of the company or of the applicable class of the shares, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a tender offer will be accepted if the shareholders who do not accept it hold less than 2% of the issued and outstanding share capital of the company or of the applicable class of the shares.

Upon a successful completion of such a full tender offer, any shareholder that was an offeree in such tender offer, whether such shareholder accepted the tender offer or not, may, within six months from the date of acceptance of the tender offer, petition the Israeli court to determine whether the tender offer was for less than fair value and that the fair value should be paid as determined by the court. However, under certain conditions, the offeror may determine in the terms of the tender offer that an offeree who accepted the offer will not be entitled to petition the Israeli court as described above.

If the shareholders who did not respond or accept the tender offer hold at least 5% of the issued and outstanding share capital of the company or of the applicable class, the acquirer may not acquire shares of the company that will increase its holdings to more than 90% of the company's issued and outstanding share capital or of the applicable class from shareholders who accepted the tender offer.

The description above regarding a full tender offer shall also apply, with necessary changes, when a full tender offer is accepted and the offeror has also offered to acquire all of the company's securities.

Special tender offer

The Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of at least 25% of the voting rights in the company. This rule does not apply if there is already another holder of at least 25% of the voting rights in the company.

Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a special tender offer if as a result of the acquisition the purchaser would become a holder of more than 45% of the voting rights in the company, if there is no other shareholder of the company who holds more than 45% of the voting rights in the company.

These requirements do not apply if the acquisition (i) occurs in the context of a private offering, on the condition that the shareholders' meeting approved the acquisition as a private offering whose purpose is to give the acquirer at least 25% of the voting rights in the company if there is no person who holds at least 25% of the voting rights in the company, or as a private offering whose purpose is to give the acquirer 45% of the voting rights in the company, if there is no person who holds 45% of the voting rights in the company; (ii) was from a shareholder holding at least 25% of the voting rights in the company and resulted in the acquirer becoming a holder of at least 25% of the voting rights in the company; or (iii) was from a holder of more than 45% of the voting rights in the company and resulted in the acquirer becoming a holder of more than 45% of the voting rights in the company.

The special tender offer may be consummated only if (i) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror and (ii) the special tender offer is accepted by a majority of the votes of those offerees who gave notice of their position in respect of the offer; in counting the votes of offerees, the votes of a holder of control in the offeror, a person who has personal interest in acceptance of the special tender offer, a holder of at least 25% of the voting rights in the company, or any person acting on their or on the offeror's behalf, including their relatives or companies under their control, are not taken into account.

In the event that a special tender offer is made, a company's board of directors is required to express its opinion on the advisability of the offer or shall abstain from expressing any opinion if it is unable to do so, provided that it gives the reasons for its abstention. In addition, the board of directors must disclose any personal interest each of member of the board of directors have in the offer or stems therefrom.

An office holder in a target company who, in his or her capacity as an office holder, performs an action the purpose of which is to cause the failure of an existing or foreseeable special tender offer or is to impair the chances of its acceptance, is liable to the potential purchaser and shareholders for damages resulting from his acts, unless such office holder acted in good faith and had reasonable grounds to believe he or she was acting for the benefit of the company. However, office holders of the target company may negotiate with the potential purchaser in order to improve the terms of the special tender offer, and may further negotiate with third parties in order to obtain a competing offer.

If a special tender offer was accepted by a majority of the shareholders who announced their stand on such offer, then shareholders who did not respond to the special offer or had objected to the special tender offer may accept the offer within four days of the last day set for the acceptance of the offer.

In the event that a special tender offer is accepted, then the purchaser or any person or entity controlling it and any corporation controlled by them shall refrain from making a subsequent tender offer for the purchase of shares of the target company and may not execute a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Merger

The Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Companies Law are met, a majority of each party's shareholders, by a majority of each party's shares that are voted on the proposed merger at a shareholders' meeting.

The board of directors of a merging company is required pursuant to the Companies Law to discuss and determine whether in its opinion there exists a reasonable concern that as a result of a proposed merger, the surviving company will not be able to satisfy its obligations towards its creditors, taking into account the financial condition of the merging companies. If the board of directors has determined that such a concern exists, it may not approve a proposed merger. Following the approval of the board of directors of each of the merging companies, the boards of directors must jointly prepare a merger proposal for submission to the Israeli Registrar of Companies.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the shares voting at the shareholders meeting (excluding abstentions) that are held by parties other than the other party to the merger, any person who holds 25% or more of the means of control (See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—Audit committee—Approval of transactions with related parties" for a definition of means of control) of the other party to the merger or any one on their behalf including their relatives (See "ITEM 6.C: Directors, Senior Management and Employees—Board Practices—External directors—Qualifications of external directors" for a definition of relatives) or corporations controlled by any of them, vote against the merger.

In addition, if the non-surviving entity of the merger has more than one class of shares, the merger must be approved by each class of shareholders.

If the transaction would have been approved but for the separate approval of each class of shares or the exclusion of the votes of certain shareholders as provided above, a court may still rule that the company has approved the merger upon the request of holders of at least 25% of the voting rights of a company, if the court holds that the merger is fair and reasonable, taking into account the appraisal of the merging companies' value and the consideration offered to the shareholders.

Under the Companies Law, each merging company must send a copy of the proposed merger plan to its secured creditors. Unsecured creditors are entitled to receive notice of the merger, as provided by the regulations promulgated under the Companies Law. Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of the target company. The court may also give instructions in order to secure the rights of creditors.

In addition, a merger may not be completed unless at least 50 days have passed from the date that a proposal for approval of the merger was filed with the Israeli Registrar of Companies and 30 days from the date that shareholder approval of both merging companies was obtained.

Anti-takeover measures

The Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred or additional rights to voting, distributions or other matters and shares having preemptive rights. We do not have any authorized or issued shares other than ordinary shares. In the future, if we do create and issue a class of shares other than ordinary shares, such class of shares, depending on the specific rights that may be attached to them, may delay or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization of a new class of shares will require an amendment to our articles of association which requires the prior approval of a majority of our shares represented and voting at a general meeting. Shareholders voting at such a meeting will be subject to the restrictions under the Companies Law described in "—Voting."

Tax law

Israeli tax law treats some acquisitions, such as stock-for-stock swaps between an Israeli company and a foreign company, less favorably than U.S. tax law. For example, Israeli tax law may subject a shareholder who exchanges ordinary shares in an Israeli company for shares in a non-Israeli corporation to immediate taxation unless such shareholder receives an advanced ruling from the Israeli Tax Authority for different tax treatment. See "ITEM 10.E: Additional Information—Taxation—Israeli tax considerations and government programs—Taxation of our shareholders—Capital gains".

Changes in capital

Our articles of association enable us to increase or reduce our share capital. Any such changes are subject to the provisions of the Companies Law and must be approved by a resolution duly passed by our shareholders at a general or special meeting by voting on such change.

Establishment

We were incorporated under the laws of the State of Israel on December 31, 1989. Our predecessor commenced operations in 1987. We are registered with the Israeli Registrar of Companies in Jerusalem. Our registration number is 51-143950-7. Our purpose as set forth in Article 5 of our articles of association is to engage in any lawful business.

Transfer agent and registrar

The transfer agent and registrar for our ordinary shares is American Stock Transfer & Trust Company. Its address is 6201 15th Avenue, Brooklyn, New York 11219, and its telephone number is (800) 937-5449.

Listing

Our ordinary shares are listed on the Nasdaq Global Select Market under the symbol "CSTE."

c. M aterial Contracts

We entered into an underwriting agreement between us and J.P. Morgan Securities LLC, Barclays Capital Inc. and Credit Suisse Securities (USA) LLC, as representatives of the underwriters, on March 21, 2012, with respect to the ordinary shares sold in our IPO in the United States. We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect of such liabilities.

Summaries of the following material contracts and amendments to these contracts are included in this annual report in the places indicated:

Material Contract	Location in This Annual Report
Agreements with Kibbutz Sdot-Yam	"ITEM 7: Major Shareholders and Related Party Transactions—Related Party Transactions—Relationship and agreements with Kibbutz Sdot-Yam."
Unsigned draft letter agreement between the Registrant and Mikroman Madencilik San ve TIC.LTD.STI	"ITEM 3: Key Information—Risk Factors— We may encounter significant delays in manufacturing if we are required to change the suppliers for the quartz used in the production of our products."
Letter Agreement between the Registrant and Polat Maden Sanayi ve Ticaret A.S.	"ITEM 3: Key Information—Risk Factors— We may encounter significant delays in manufacturing if we are required to change the suppliers for the quartz used in the production of our products."
Agreements with Breton S.p.A. (Italy)	"ITEM 3: Key Information—Risk Factors— If demand for our products continues to grow, we may need to further expand our manufacturing facilities in the United States. If we fail to achieve this further expansion, we may be unable to grow our business and revenue, maintain our competitive position or improve our profitability."
2011 Incentive Compensation Plan, as amended	"ITEM 6: Directors, Senior Management and Employees—Compensation of Officers and Directors—Equity incentive plan."
Compensation Policy, as amended	"ITEM 6: Directors, Senior Management and Employees— Board Practices –Compensation Committee."
Form of Indemnification Agreement	"ITEM 6: Directors, Senior Management and Employees—Board Practices—Exculpation, insurance and indemnification of officer holders."
Registration Rights Agreement	"ITEM 7: Major Shareholders and Related Party Transactions—Related Party Transactions—Registration Rights Agreement."
Extension of Registration Rights Agreement	"ITEM 7: Major Shareholders and Related Party Transactions—Related Party Transactions—Registration Rights Agreement."

d. E xchange Controls

In 1998, Israeli currency control regulations were liberalized significantly, so that Israeli residents generally may freely deal in foreign currency and foreign assets, and non-residents may freely deal in Israeli currency and Israeli assets. There are currently no Israeli currency control restrictions on remittances of dividends on the ordinary shares or the proceeds from the sale of the shares provided that all taxes were paid or withheld; however, legislation remains in effect pursuant to which currency controls can be imposed by administrative action at any time.

Non-residents of Israel may freely hold and trade our securities. Neither our memorandum of association nor our articles of association nor the laws of the State of Israel restrict in any way the ownership or voting of ordinary shares by non-residents, except that such restrictions may exist with respect to citizens of countries which are in a state of war with Israel. Israeli residents are allowed to purchase our ordinary shares.

e. T axation

The following description is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership and disposition of our ordinary shares. You should consult your own tax advisor concerning the tax consequences of your particular situation, as well as any tax consequences that may arise under the laws of any state, local, foreign or other taxing jurisdiction.

Israeli tax considerations and government programs

The following is a brief summary of the material Israeli tax laws applicable to us, and certain Israeli Government programs benefiting us. This section also contains a discussion of material Israeli tax consequences concerning the ownership of and disposition of our ordinary shares. This summary does not discuss all aspects of Israeli tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors, such as traders in securities, who are subject to special treatment under Israeli law. Because some parts of this discussion are based on new tax legislation that has not yet been subject to judicial or administrative interpretation, we cannot assure you that the Israeli governmental and tax authorities or the Israeli courts will accept the views expressed below. The discussion below is subject to amendment under Israeli law or changes to the applicable judicial or administrative interpretations of Israeli law, which could affect the tax consequences described below.

The discussion below does not cover all possible tax considerations. Potential investors are urged to consult their own tax advisors as to the Israeli or other tax consequences of the purchase, ownership and disposition of our ordinary shares, including in particular, the effect of any foreign, state or local taxes.

General corporate tax structure in Israel

Israeli companies are subject to corporate tax that have been fluctuating during the last few years. Corporate tax rate was 25% in 2010, 24% in 2011, 25% in 2012 and 2013, 26.5% in 2014 and 2015, and 25% in 2016 and thereafter. However, the effective corporate tax rate payable by a company that derives income from an Approved Enterprise, a Beneficiary Enterprise or a Preferred Enterprise (as discussed below) may be considerably less. Capital gains generated by an Israeli company are subject to tax at the prevailing corporate tax rate.

Foreign Exchange Regulations:

Commencing in taxable year 2014, we had elected and were premitted by the ITA to measure our taxable income and file our tax return under the Israeli Income Foreign Tax Regulations. Under the Foreign Exchange Regulations, an Israeli company must calculate its tax liability in U.S. dollars according to certain orders. The tax liability, as calculated in U.S. dollars, is translated into NIS based on the exchange rate as of December 31 of each year.

Law for the Encouragement of Industry (Taxes), 1969

The Law for the Encouragement of Industry (Taxes), 1969, generally referred to as the "Encouragement of Industry Law," provides several tax benefits for "Industrial Companies." Pursuant to the Encouragement of Industry Law, a company qualifies as an Industrial Company if it is a resident of Israel and at least 90% of its gross income in any tax year (exclusive of income from certain defense loans) is generated from an "Industrial Enterprise" that it owns. An Industrial Enterprise is defined as an enterprise whose principal activity, in a given tax year, is industrial manufacturing.

An Industrial Company is entitled to certain tax benefits, including: (i) a deduction of the cost of purchases of patents, know-how and certain other intangible property rights (other than goodwill) used for the development or promotion of the Industrial Enterprise over a period of eight years, beginning from the year in which such rights were first used, (ii) the right to elect to file consolidated tax returns, under certain conditions, with additional Israeli Industrial Companies controlled by it, and (iii) the right to deduct expenses related to public offerings in equal amounts over a period of three years beginning from the year of the offering.

Eligibility for benefits under the Encouragement of Industry Law is not contingent upon the approval of any governmental authority.

There is no assurance that we qualify or will continue to qualify as an Industrial Company or that the benefits described above will be available in the future.

Law for the Encouragement of Capital Investments, 1959

The Israeli Investment Law provides different benefits to "Approved Enterprise", "Beneficiary Enterprise" and "Preferred Enterprise".

The Investment Law provides that a capital investment in eligible facilities may, upon application to the Investment Center of the Ministry of Economy and Industry of the State of Israel (the "Investment Center"), be designated as an "Approved Enterprise." Each certificate of approval for an Approved Enterprise relates to a specific investment program delineated both by its financial scope, including its sources of capital, and by its physical characteristics, e.g., the equipment to be purchased and utilized pursuant to the program. The tax benefits generated from any such certificate of approval relate only to taxable income attributable to the specific Approved Enterprise.

A company owning an Approved Enterprise is eligible for a combination of grants and tax benefits (the "Grant Track"). The tax benefits under the Grant Track include accelerated depreciation and amortization for tax purposes as well as the taxation of income generated from an Approved Enterprise at reduced tax rates. Regarding Grant Tracks approved prior to Amendment No. 68, the maximum corporate tax rate is 25%, for a certain period of time. The benefit period is ordinarily seven years commencing with the year in which the Approved Enterprise first generates taxable income. The benefit period is limited to 12 years from the earlier of the operational year as determined by the Investment Center or 14 years from the date of approval of the Approved Enterprise. A company owning an Approved Enterprise under Amendment No. 68, is eligible, under specific provisions of the Encouragement Law, for the reduced tax rate of Preferred Enterprise status as discussed below.

A company owning an Approved Enterprise that was approved on or after April 1, 1986 through December 31, 2004 had the option to elect to forego its entitlement to grants and tax benefits under the Grant Track and apply for an alternative package of tax benefits for a benefit period of between seven and ten years (the "Alternative Track"). The benefit period is limited to the earlier of 12 years from the operational year or 14 years from the date of approval. These benefits provide that undistributed income from the Approved Enterprise is generally fully exempt from corporate tax for a defined period ranging generally between two and ten years from the first year of taxable income, depending principally upon the location of the enterprise within Israel and the type of the Approved Enterprise. Upon expiration of such tax exempt benefit period, the Approved Enterprise is subject to tax at the rate of 25% (or a lower rate in the case of a Foreign Investment Company ("FIC")), for the remainder of the applicable benefit period. However, a company that pays a dividend out of income generated from the Approved Enterprise(s) during the tax exemption period will be subject to the deferred corporate tax with respect to the amount distributed (grossed up with the effective corporate tax rate which would have applied if the company had not enjoyed the exemption) at the reduced tax rate ranging between 10% and 25% depending on the percentage of foreign ownership in the company.

Notwithstanding the foregoing, an amendment to the Investment Law, effective as of April 1, 2005, changed certain criteria of the Investment Law ("Amendment No. 60"). An eligible program under Amendment No. 60 qualifies for benefits as a "Beneficiary Enterprise" (rather than as an Approved Enterprise which status is still applicable for investment programs approved prior to December 31, 2004 and/or investment programs under the Grant Track). According to Amendment No. 60, only investment programs eligible for grants under the Grant Track require the prior approval of the Investment Center.

Amendment No. 60 also specifies the criteria necessary for investments to qualify as a Beneficiary Enterprise. In order to receive tax benefits as a Beneficiary Enterprise, Amendment No. 60 states that, among other requirements, a company must meet certain conditions including the making of a minimum investment in the Beneficiary Enterprise within a specified amount of time. The tax benefits granted to a Beneficiary Enterprise are determined, depending on the location of the Beneficiary Enterprise within Israel, among other factors, according to one of the following tracks:

1. Similar to the Alternative Track, an exemption from corporate tax may be available on undistributed income for a period of two to ten years, depending on the location of the Beneficiary Enterprise within Israel, as well as a reduced corporate tax rate of 10% to 25% for the remainder of the benefit period, depending on the level of foreign investment in each year (the "Tax Benefits Track"). Benefits are generally granted for a term of seven to ten years, depending on the location of the enterprise within Israel and the level of foreign investment in the company. However, a company that pays a dividend out of income generated from the Beneficiary Enterprise during the tax exemption period is subject to the deferred corporate tax with respect to the amount distributed (grossed up with the effective corporate tax rate which would have applied if the company had not enjoyed the exemption) at a reduced tax rate between 10% and 25%, depending on the level of foreign investment. The company is required to withhold tax on such distribution at a rate of 15% (or at a reduced rate under an applicable double tax treaty); or

2. A special track which enables companies owning facilities in certain locations within Israel to pay corporate tax at the flat rate of 11.5% on the income of the Beneficiary Enterprise (the "Ireland Track"). The benefit period is for ten years. Upon payment of a dividend, the company will not be required to pay an additional corporate tax, but will be subject to a withholding tax on such dividend at a rate of 15% for Israeli residents and at a rate of 4% for foreign residents.

Some of our facilities had been granted "Approved Enterprise" status by the Investment Center, which entitled us to investment grants and tax benefits for certain of our investment programs. Until the end of the tax year 2010, we were eligible for tax benefits under three different Approved Enterprise programs. Two of the programs provided us with certain tax benefits for a period of seven consecutive years. The third program provided us with an investment grant of 24% of our approved investments, in addition to certain tax benefits, for a period of seven consecutive years. In addition, some of our facilities had the status of a Beneficiary Enterprise which made us eligible for tax benefits for a period of up to ten years. Our elective year in this program is the year 2008.

In December 2010, the Israeli parliament, or the Knesset, approved the Economic Policy Law for the years 2011 and 2012 , which among others things, amended the Investment Law. Amendment No. 68 to the Investment Law, effective as of January 1, 2011, changes the benefit alternatives under the Investment Law.

Eligible companies under Amendment No. 68 can receive benefits as a "Preferred Enterprise." In order to receive benefits as a Preferred Enterprise, Amendment No. 68 states, among other requirements, that a company must meet certain conditions including owning an industrial enterprise that meets the "Competitive Enterprise" conditions as described by the Investment Law. The benefits granted to a Preferred Enterprise are determined depending on the location of the Preferred Enterprise within Israel.

Qualified enterprises located in specific locations within Israel are eligible for grants and/or loans simultaneously with tax benefits. Grants and/or loans are approved by the Israeli Investment Center.

Amendment No. 68 imposes a reduced flat corporate tax rate which is not program-dependent and applies to the industrial enterprise's entire preferred income. The reduced flat corporate tax rates for qualified industrial enterprises are as follows:

1. In 2011-2012, the reduced tax rate is 10% or 15% depending on the Preferred Enterprise's location in Israel.

2. In 2013-2014, the reduced tax rate will be 7% or 12.5% depending on the Preferred Enterprise's location in Israel.

3. In 2015 and onwards, the reduced tax rate will be 6% or 12% depending on the Preferred Enterprise's location in Israel.

4. Subsequently, on August 5, 2013, the 2014 and onwards tax bracket was increased by the Knesset to 9% or 16% depending on the Preferred Enterprise's location in Israel.

The tax benefits under Amendment No. 68 also include accelerated depreciation and amortization for tax purposes.

A company that pays a dividend out of income generated from the Preferred Enterprise is required to withhold tax on such distribution at a rate of 15% (or a reduced rate under an applicable double tax treaty). Subsequently, such rate was raised to 20% effective 2014 and onwards, based on the August 5, 2013 Knesset decision. Upon a distribution of a dividend to an Israeli company, no withholding tax is remitted.

Generally, a company that owns a "Unique Preferred Enterprise" is entitled to a reduced tax rate of 5% or 8%, depending on the Unique Preferred Enterprise location in Israel. The classification as a Unique Preferred Enterprise will be based on a business plan that demonstrates, among other factors, the enterprise's material contribution to Israel's economy and promotion of national market targets. In addition, compliance with certain threshold prerequisites is required.

We have examined the effect of the implementation of Amendment No. 68 on our financial statements and announced the election of the provisions of Amendment No. 68 on April 11, 2011. Therefore, we are entitled to tax benefits under Amendment No. 68 beginning in year 2011. Once announced, the election of the provisions of Amendment No. 68 cannot be rescinded and all previous Tracks that were effective under the Grant Tracks (Approved Enterprise) and the Tax Benefits Track (Beneficiary Enterprise) expired at the end of 2010. Since we announced the election prior to July 30, 2015, we will be entitled to distribute exempt income generated by the Approved/Beneficiary Enterprise to our Israeli corporate shareholders tax free.

Under Amendment No. 68 and from January, 1, 2011, our facilities have "Preferred Enterprise" status, which entitles us to tax benefits at a flat reduced corporate tax rate that will apply to the industrial enterprise's entire preferred. Those tax rates since 2014 are 16% for the income portion related to the Kibbutz Sdot-Yam facility and 9% for the income portion related to the Bar-Lev manufacturing facility. In addition, the Bar-Lev manufacturing facility is eligible to receive a grant of up to 20% on capital investments, subject to the approval of the Investment Center.

In November 2012, Amendment No. 69 to the Investment Law (the "Trapped Earnings Law") was passed. This amendment provides temporary, partial, relief from taxation on a distribution of dividends from exempt income for companies that elect the "relief option" through November 2013. The Trapped Earnings Law allows a company to qualify a portion of its exempt income ("Elected Earnings") for a reduced tax rate ranging between 6% to 17.5% (the "relief option"). While the reduced tax is payable within 30 days of election, an electing company is not required to actually distribute the Elected Earnings within a certain period of time. The applicable rate is based on a linear formula involving the portion of Elected Earnings to exempt income and the applicable tax rate prescribed according to the Investment Law. A company electing to qualify its exempt income must undertake to make designated investments in productive fixed assets, research and development in Israel, or wages of new employees during a period of five years starting the year which the company applied the Trapped Earnings Law ("Designated Investment"). The Designated Investment amount is defined by a formula that considers the portion of Elected Earnings to the exempt income and the applicable tax rate prescribed according to the Investment Law.

In addition to the reduced tax rate, a distribution of Elected Earnings would be subject to a 15% withholding tax and from 2014 and onwards 20%. We have examined the effect of the Trapped Earnings Law on our financial statements and decided to not elect the "relief option" to not apply the Trapped Earnings Law.

There can be no assurance that we will comply with the conditions required to remain eligible for benefits under the Investment Law in the future or that we will be entitled to any additional benefits thereunder. The benefits available to Beneficiary, Approved and Preferred Enterprises are conditioned upon terms stipulated in the Investment Law and regulations, in the case of the "Grants Track" (under the Investment Law before and after Amendment No. 68), also to the criteria set forth in the applicable certificate of approval. If we do not fulfill these conditions in whole or in part, the benefits can be reduced or canceled and we may be required to refund the amount of the benefits, linked to the Israeli consumer price index, with interest.

The Encouragement of Industrial Research and Development Law, 5744-1984

The Israeli law under which the OCS of the Ministry of Economy and Industry of the State of Israel grants are made, limits our ability to manufacture products, or transfer technologies developed using these grants outside of Israel. If we were to seek approval to manufacture products, to consummate a merger or acquisition transaction with a non-Israeli third party or to transfer technologies developed using these grants outside of Israel, we could be subject to additional royalty requirements or be required to pay certain redemption fees. If we were to violate these restrictions, we could be required to refund any grants previously received, together with interest and penalties, and may be subject to criminal charges. We believe that our planned construction of a new production facility in the United States will not subject us to any royalty payment obligations or require us to refund any grants because our OCS grants financed our development of a product that has not been commercialized and will not be manufactured at the U.S. production facility. In addition, based on OCS statements, we believe that our OCS funding is exempted from royalty payment obligations. During2013, and 2012, we recognized OCS grants of $0.01 million, and $0.3 million, respectively. Our relevant program with the OCS ended in 2013.

Taxation of our shareholders

Capital gains

Capital gains tax is imposed on the disposal of capital assets by an Israeli resident and on the disposal of such assets by a non-Israeli resident if those assets are either (i) located in Israel; (ii) shares or rights to shares in an Israeli resident company, or (iii) represent, directly or indirectly, rights to assets located in Israel. The Israeli Income Tax Ordinance distinguishes between "Real Capital Gain" and "Inflationary Surplus." The Real Capital Gain on the disposition of a capital asset is the amount of total capital gain in excess of Inflationary Surplus. Inflationary Surplus is computed, generally, on the basis of the increase in the Israeli Consumer Price Index between the date of purchase and the date of disposal of the capital asset.

Real Capital Gain generated by a company is generally subject to tax at the corporate tax rate (24% in 2011, 25% in 2012 and 2013, 26.5% in 2014 and 2015 and 25% in 2016 and thereafter). As of January 1, 2012, the Real Capital Gain accrued by individuals on the sale of our securities is taxed at the rate of 25%. However, if the individual shareholder is a "Controlling Shareholder" (i.e., a person who holds, directly or indirectly, alone or together with another, 10% or more of one of the Israeli resident company's "means of control" (including, among other rights, the right to company profits, voting rights, the right to the company's liquidation proceeds and the right to appoint a company director) at the time of sale or at any time during the preceding 12 month period, such gain will be taxed at the rate of 30%.

Individual and corporate shareholders dealing in securities in Israel are taxed at the tax rates applicable to business income (a tax rate of 24% for a corporation in 2011, 25% in 2012 and 2013 and 26.5% in 2014 and thereafter) and a marginal tax rate of up to 45% for an individual in 2011, 48% in 2012 and 50% in 2013 and thereafter. In 2014, an additional tax liability of 2% was added to the applicable tax rate on the annual taxable income of individuals (whether any such individual is an Israeli resident or non-Israeli resident) exceeding NIS 811,560 ($208,681). Notwithstanding the foregoing, capital gains generated from the sale of securities by a non-Israeli shareholder may be exempt under the Israeli Income Tax Ordinance from Israeli taxes provided that all the following conditions are met: (i) the securities were purchased upon or after the registration of the securities on a stock exchange (this requirement generally does not apply to shares purchased on or after January 1, 2009), (ii) the seller of the securities does not have a permanent establishment in Israel to which the generated capital gain is attributed and (iii) if the seller is a corporation, less than 25% of its means of control are held, directly and indirectly, by Israeli resident shareholders. In addition, the sale of the securities may be exempt from Israeli capital gain tax under the provisions of an applicable tax treaty. For example, the Convention between the Government of the United States of America and the Government of Israel with respect to Taxes on Income (the "Israel-U.S.A. Double Tax Treaty") exempts U.S. residents from Israeli capital gains tax in connection with such sale, provided that (i) the U.S. resident owned, directly or indirectly, less than 10% of the Israeli resident company's voting power at any time within the 12-month period preceding such sale; (ii) the seller, if an individual, has been present in Israel for less than 183 days (in the aggregate) during the taxable year; and (iii) the capital gain from the sale was not generated through a permanent establishment of the U.S. resident in Israel.

The purchaser of the securities, the stockbrokers who effected the transaction or the financial institution holding the traded securities through which payment to the seller is made are obligated, subject to the above-referenced exemptions, to withhold tax on the Real Capital Gains resulting from a sale of securities at the rate of 25% for a corporation and/or an individual (the withholding tax rate applicable to an individual was 20% in 2011).

A detailed return, including a computation of the tax due, must be filed and an advance payment must be paid on January 31 and June 30 of each tax year for sales of securities traded on a stock exchange made within the previous six months. However, if all tax due was withheld at the source according to applicable provisions of the Israeli Income Tax Ordinance and the regulations promulgated thereunder, the return does not need to be filed and an advance payment does not need to be made. Capital gains are also reportable on an annual income tax return.

Dividends

A distribution of a dividend from income attributed to an Approved Enterprise/Beneficiary Enterprise (either to an individual or a corporation) will be subject to tax in Israel at the rate of 15% (4% for a foreign investor under the Ireland Track), subject to a reduced rate under the provisions of any applicable double tax treaty. A distribution of a dividend from income attributed to a Preferred Enterprise to an Israeli corporation will be tax exempt in Israel. Only a distribution of a dividend to an individual or a foreign company will be subject to withholding tax in Israel at a rate of 20% from 2014 and onward or in accordance with the relevant tax treaty. In addition, subject to certain conditions, Preferred Enterprises can distribute dividends derived from accumulated historic profits attributed to Approved/Beneficiary Enterprises free of tax to an Israeli corporation shareholder. A distribution of a dividend from income that is not attributed to an Approved Enterprise/Beneficiary Enterprise/Preferred Enterprise to an Israeli resident individual will generally be subject to income tax at a rate of 25%. If the recipient of the dividend is an Israeli resident company, such dividend will be exempt from income tax provided the income from which such dividend is distributed was generated or accrued in Israel.

As of January 1, 2012, the Israeli Income Tax Ordinance provides that a non-Israeli resident (either an individual or a corporation) is generally subject to an Israeli income tax on the receipt of dividends at the rate of 25%. Such rates may be reduced by the application of the provisions of applicable double tax treaties. Thus, under the Israel-U.S.A. Double Tax Treaty the following rates will apply to dividends distributed by an Israeli resident company to a U.S. resident: (i) if (A) the U.S. resident is a corporation which held during the portion of the taxable year preceding the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10% of the outstanding shares of the voting stock of the Israeli resident paying company and (B) not more than 25% of the gross income of the Israeli resident paying company for such prior taxable year (if any) consists of certain type of interest or dividends then the tax rate is 12.5%, (ii) if both the conditions mentioned in section (i) above are met and the dividend is paid from the income of an Israeli resident company which was entitled to a reduced tax rate applicable to an Approved Enterprise/Beneficiary Enterprise/Preferred Enterprise then the tax rate is 15%, and (iii) in all other cases, the tax rate is 25%. The aforementioned rates will not apply if the dividend income was generated through a permanent establishment of the U.S. resident in Israel.

Our company is obligated to withhold tax, upon the distribution of a dividend attributed to an Approved Enterprise's/Beneficiary Enterprise's/Preferred Enterprise's income from the amount distributed at the following rates: (i) Israeli resident corporations – 0%, (ii) Israeli resident individuals – 15%/20% (the 20% tax rate shall apply if the dividend distributed from 2014 and onwards from income attributed to the Preferred Enterprise) and (iii) non-Israeli residents – 15%/20% (the 20% tax rate shall apply if the dividend distributed from 2014 and onwards from income attributed to the Preferred Enterprise), subject to a reduced tax rate under the provisions of an applicable double tax treaty. If the dividend is distributed from income not attributed to the Approved Enterprise/Beneficiary Enterprise/Preferred Enterprise, the following withholding tax rates will apply: (a) for securities registered and held by a clearing corporation: (i) Israeli resident corporations – 0%, (ii) Israeli resident individuals – 25% and (iii) non-Israeli residents – 25%, subject to a reduced tax rate under the provisions of an applicable double tax treaty; (b) in all other cases: (i) Israeli resident corporations – 0%, (ii) Israeli resident individuals – 25% at the time of the distribution or at any time during the preceding 12 month period)), and (iii) non-Israeli residents – 25% as referred to above with respect to Israeli resident individuals, subject to a reduced tax rate under the provisions of an applicable double tax treaty.

Estate and gift tax

Israeli law presently does not impose estate or gift taxes.

United States federal income taxation

The following is a description of the material United States federal income tax consequences to a U.S. Holder (as defined below) of the acquisition, ownership and disposition of our ordinary shares. This description addresses only the United States federal income tax consequences to holders that hold such ordinary shares as capital assets for United States federal income tax purposes. This description does not address tax considerations applicable to holders that may be subject to special tax rules, including, without limitation:

- banks, financial institutions or insurance companies;
- real estate investment trusts, regulated investment companies or grantor trusts;
- dealers or traders in securities, commodities or currencies;
- tax-exempt entities;
- certain former citizens or long-term residents of the United States;
- persons that received our shares as compensation for the performance of services;

- persons that will hold our shares as part of a "hedging," "integrated" or "conversion" transaction or as a position in a "straddle" for United States federal income tax purposes;

- partnerships (including entities classified as partnerships for United States federal income tax purposes) or other pass-through entities, or holders that will hold our shares through such an entity;

- S-corporations;

- holders that acquire ordinary shares as a result of holding or owning our preferred shares;

- U.S. Holders (as defined below) whose "functional currency" is not the U.S. Dollar; or

- holders that own directly, indirectly or through attribution 10.0% or more of the voting power or value of our shares.

Moreover, this description does not address the United States federal estate, gift or alternative minimum tax consequences, or any state, local or foreign tax consequences, of the acquisition, ownership and disposition of our ordinary shares.

This description is based on the United States Internal Revenue Code of 1986, as amended (the "Code"), existing, proposed and temporary United States Treasury Regulations and judicial and administrative interpretations thereof, in each case as in effect and available on the date hereof. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below. There can be no assurances that the U.S. Internal Revenue Service will not take a different position concerning the tax consequences of the acquisition, ownership and disposition of our ordinary shares or that such a position could not be sustained.

For purposes of this description, a "U.S. Holder" is a beneficial owner of our ordinary shares that, for United States federal income tax purposes, is:

- a citizen or resident of the United States;

- a corporation (or other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States or any state thereof, including the District of Columbia;

- an estate the income of which is subject to United States federal income taxation regardless of its source; or

- a trust if such trust has validly elected to be treated as a United States person for United States federal income tax purposes or if (1) a court within the United States is able to exercise primary supervision over its administration and (2) one or more United States persons have the authority to control all of the substantial decisions of such trust.

If a partnership (or any other entity treated as a partnership for United States federal income tax purposes) holds our ordinary shares, the tax treatment of a partner in such partnership will generally depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its tax advisor as to its tax consequences.

You should consult your tax advisor with respect to the United States federal, state, local and foreign tax consequences of acquiring, owning and disposing of our ordinary shares.

Distributions

Subject to the discussion below under "Passive foreign investment company considerations," if you are a U.S. Holder, the gross amount of any distribution made to you with respect to our ordinary shares before reduction for any Israeli taxes withheld therefrom, other than pro rata distributions of our ordinary shares to all our shareholders, generally will be includible in your income as dividend income to the extent such distribution is paid out of our current or accumulated earnings and profits as determined under United States federal income tax principles. Subject to the discussion below under "Passive foreign investment company considerations," non-corporate U.S. Holders may qualify for the lower rates of taxation with respect to dividends on ordinary shares applicable to long-term capital gains (i.e., gains from the sale of capital assets held for more than one year) provided that certain conditions are met, including certain holding period requirements and the absence of certain risk reduction transactions. However, such dividends will not be eligible for the dividends received deduction generally allowed to corporate U.S. Holders. Subject to the discussion below under "Passive foreign investment company considerations," to the extent that the amount of any distribution by us exceeds our current and accumulated earnings and profits as determined under United States federal income tax principles, it will be treated first as a tax-free return of your adjusted tax basis in our ordinary shares and thereafter as capital gain. We do not expect to maintain calculations of our earnings and profits under United States federal income tax principles and, therefore, U.S. Holders should expect that the entire amount of any distribution generally will be reported as dividend income.

Dividends paid to U.S. Holders with respect to our ordinary shares will be treated as foreign source income, which may be relevant in calculating your foreign tax credit limitation. Subject to certain conditions and limitations, Israeli tax withheld on dividends may be deducted from your taxable income or credited against your United States federal income tax liability. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends that we distribute generally should constitute "passive category income," or, in the case of certain U.S. Holders, "general category income." A foreign tax credit for foreign taxes imposed on distributions may be denied if you do not satisfy certain minimum holding period requirements. The rules relating to the determination of the foreign tax credit are complex, and you should consult your tax advisor to determine whether and to what extent you will be entitled to this credit.

Future distributions with respect to our ordinary shares may be paid in U.S. dollars or NIS. If a distribution is denominated in NIS, the amount of such distribution will equal the U.S. dollar value of the NIS received, calculated by reference to the exchange rate in effect on the date that distribution is received, whether or not the U.S. Holder in fact converts any NIS received into U.S. dollars at that time. If the distribution is converted into U.S. dollars on the date of receipt, a U.S. Holder generally will not be required to recognize foreign currency gain or loss in respect of the distribution. A U.S. Holder may have foreign currency gain or loss if the distribution is converted into U.S. dollars after the date of receipt. Any gains or losses resulting from the conversion of NIS into U.S. dollars will be treated as ordinary income or loss, as the case may be, of the U.S. Holder and will be U.S.-source.

Sale, exchange or other disposition of ordinary shares

Subject to the discussion below under "Passive foreign investment company considerations," U.S. Holders generally will recognize gain or loss on the sale, exchange or other disposition of our ordinary shares equal to the difference between the amount realized on such sale, exchange or other disposition and such holder's adjusted tax basis in our ordinary shares, and such gain or loss will be capital gain or loss. The adjusted tax basis in an ordinary share generally will be equal to the cost of such ordinary share. If you are a non-corporate U.S. Holder, capital gain from the sale, exchange or other disposition of ordinary shares is generally eligible for a preferential rate of taxation applicable to capital gains, if your holding period for such ordinary shares exceeds one year (i.e., such gain is long-term capital gain). The deductibility of capital losses for United States federal income tax purposes is subject to limitations under the Code. Any such gain or loss that a U.S. Holder recognizes generally will be treated as U.S. source income or loss for foreign tax credit limitation purposes.

Passive foreign investment company considerations

If we were to be classified as a "passive foreign investment company," or PFIC, in any taxable year, a U.S. Holder would be subject to special rules generally intended to reduce or eliminate any benefits from the deferral of United States federal income tax that a U.S. Holder could derive from investing in a non-U.S. company that does not distribute all of its earnings on a current basis.

A non-U.S. corporation will be classified as a PFIC for United States federal income tax purposes in any taxable year in which, after applying certain look-through rules, either:

- at least 75% of its gross income is "passive income"; or
- at least 50% of the average value of its gross assets is attributable to assets that produce "passive income" or are held for the production of passive income.

Passive income for this purpose generally includes dividends, interest, royalties, rents, gains from commodities and securities transactions, the excess of gains over losses from the disposition of assets which produce passive income, and includes amounts derived by reason of the temporary investment of funds raised in offerings of our ordinary shares. If a non-U.S. corporation owns at least 25% by value of the stock of another corporation, the non-U.S. corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation and as receiving directly its proportionate share of the other corporation's income. If we are classified as a PFIC in any year with respect to which a U.S. Holder owns our ordinary shares, we will continue to be treated as a PFIC with respect to such U.S. Holder in all succeeding years during which the U.S. Holder owns our ordinary shares, regardless of whether we continue to meet the tests described above.

Based on the composition of our income, the composition and estimated fair market value of our assets and the nature of our business, we do not believe we were a PFIC for the taxable year ended December 31, 2015 and do not expect that we will be classified as a PFIC for the taxable year ending December 31, 2016. However, because PFIC status is based on our income, assets and activities for the entire taxable year, it is not possible to determine whether we will be characterized as a PFIC for the 2016 taxable year until after the close of the taxable year. Moreover, we must determine our PFIC status annually based on tests which are factual in nature, and our status in future years will depend on our income, assets and activities in those years. Furthermore, because the value of our gross assets is likely to be determined in large part by reference to our market capitalization, a decline in the value of our ordinary shares may result in our becoming a PFIC. There can be no assurance that we will not be considered a PFIC for any taxable year. If we were a PFIC then unless you make one of the elections described below, a special tax regime will apply to both (a) any "excess distribution" by us to you (generally, your ratable portion of distributions in any year which are greater than 125% of the average annual distribution received by you in the shorter of the three preceding years or your holding period for our ordinary shares) and (b) any gain realized on the sale or other disposition of the ordinary shares.

Under this regime, any excess distribution and realized gain will be treated as ordinary income and will be subject to tax as if (a) the excess distribution or gain had been realized ratably over your holding period, (b) the amount deemed realized in each year had been subject to tax in each year of that holding period at the highest marginal rate for such year (other than income allocated to the current period or any taxable period before we became a PFIC, which will be subject to tax at the U.S. Holder's regular ordinary income rate for the current year and will not be subject to the interest charge discussed below), and (c) the interest charge generally applicable to underpayments of tax had been imposed on the taxes deemed to have been payable in those years. In addition, dividend distributions made to you will not qualify for the lower rates of taxation applicable to long-term capital gains discussed above under "Distributions." Certain elections may be available that would result in an alternative treatment (such as mark-to-market treatment) of our ordinary shares. We do not intend to provide the information necessary for U.S. Holders to make qualified electing fund elections if we are classified as a PFIC. U.S. Holders should consult their tax advisors to determine whether any of these elections would be available and if so, what the consequences of the alternative treatments would be in their particular circumstances.

If we are determined to be a PFIC, the general tax treatment for U.S. Holders described in this paragraph would apply to indirect distributions and gains deemed to be realized by U.S. Holders in respect of any of our subsidiaries that also may be determined to be PFICs.

If a U.S. Holder owns ordinary shares during any year in which we are classified as a PFIC and the U.S. Holder recognizes gain on a disposition of our ordinary shares or receives distributions with respect to our ordinary shares, the U.S. Holder generally will be required to file an IRS Form 8621 with respect to the company, generally with the U.S. Holder's federal income tax return for that year. If our company were a PFIC for a given taxable year, then you should consult your tax advisor concerning your annual filing requirements.

U.S. Holders should consult their tax advisors regarding whether we are a PFIC and the potential application of the PFIC rules.

Backup withholding tax and information reporting requirements

United States backup withholding tax and information reporting requirements may apply to certain payments to certain holders of stock. Information reporting generally will apply to payments of dividends on, and to proceeds from the sale or redemption of, our ordinary shares made within the United States, or by a U.S. payor or U.S. middleman, to a holder of our ordinary shares, other than an exempt recipient (including a payee that is not a United States person that provides an appropriate certification and certain other persons). A payor will be required to withhold backup withholding tax from any payments of dividends on, or the proceeds from the sale or redemption of, ordinary shares within the United States, or by a U.S. payor or U.S. middleman, to a holder, other than an exempt recipient, if such holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, such backup withholding tax requirements. Any amounts withheld under the backup withholding rules will be allowed as a credit against the beneficial owner's United States federal income tax liability, if any, and any excess amounts withheld under the backup withholding rules may be refunded, provided that the required information is timely furnished to the U.S. Internal Revenue Service.

3.8% Medicare Tax on "Net Investment Income"

Certain U.S. Holders who are individuals, estates or trusts are required to pay an additional 3.8% tax on, among other things, dividends and capital gains from the sale or other disposition of shares of common stock.

Foreign asset reporting

Certain U.S. Holders who are individuals are required to report information relating to an interest in our ordinary shares, subject to certain exceptions (including an exception for shares held in accounts maintained by U.S. financial institutions). U.S. Holders are urged to consult their tax advisors regarding their information reporting obligations, if any, with respect to their ownership and disposition of our ordinary shares.

The above description is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership and disposition of our ordinary shares. You should consult your tax advisor concerning the tax consequences of your particular situation.

f. D ividends and Paying Agents

Not applicable.

g. S tatements by Experts

Not applicable.

h. D ocuments on Display

We are currently subject to the informational requirements of the Exchange Act applicable to foreign private issuers and fulfill the obligations of these requirements by filing reports with the SEC. As a foreign private issuer, we are exempt from the rules under the Exchange Act relating to the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we intend to file with the SEC, within 120 days after the end of each subsequent fiscal year, an annual report on Form 20-F containing financial statements which will be examined and reported on, with an opinion expressed, by an independent public accounting firm. We also intend to furnish with the SEC reports on Form 6-K containing unaudited quarterly financial information.

You may read and copy any document we file with the SEC without charge at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC also maintains an Internet site that contains reports and other information regarding issuers that file electronically with the SEC. Our filings with the SEC are also available to the public through this website at http://www.sec.gov. As permitted under Nasdaq Rule 5250(d)(1)(C), we will post our annual reports filed with the SEC on our website at we will post our annual reports filed with the SEC on our website at http://www.caesarstone.com. The information contained on our website is not part of this or any other report filed with or furnished to the SEC. We will also furnish hard copies of such reports to our shareholders free of charge upon written request.

i. S ubsidiary Information

Not applicable.

I TEM 11: Quantitative and Qualitative Disclosures About Market Risk

Since July 1, 2012, our functional currency has been the U.S. dollar. We conduct business in a large number of countries and, as a result, we are exposed to foreign currency fluctuations. The majority of our revenues are denominated in U.S. dollars, Australian dollars and Canadian dollars. Sales in Australian dollars accounted for 22.1%, 24.0%, and 25.2%, of our revenues in 2015, 2014 and 2013, respectively. Sales in Canadian dollars accounted for 14.2%, 12.9% and 13.8% of our revenues in 2015, 2014 and 2013, respectively. As a result, devaluation of the Australian dollar, and to a lesser extent, the Canadian dollar, relative to the U.S. dollar could reduce our profitability significantly. Our expenses are largely denominated in U.S. dollars, NIS and euros, and a smaller proportion in Australian and Canadian dollars. As a result, a revaluation of the NIS, or to a lesser extent, the euro, relative to the U.S. dollar could reduce our profitability significantly.

The following table presents information about the year over year percentage changes in the average exchange rates of the principal currencies that impact our results of operations:

	Australian dollar against U.S. dollar	Canadian dollar against U.S. dollar	NIS against U.S. dollar	Euro against U.S. dollar
2013	(6.4)%	(2.9)%	6.8%	3.4%
2014	(6.7)%	(6.7)%	1.1%	0.0%
2015	(16.6) %	(13.5) %	(8.1) %	(16.5) %

Assuming a 10% decrease in the Australian dollar relative to the U.S. dollar and assuming no other changes, our operating income would have decreased by $8.9 million in 2015.

An appreciation of NIS relative to the U.S. dollar, would increase our revenues generated in Israel. However, our operating costs denominated in U.S. dollars would increase to a greater extent, resulting in lower operating income. As a result, assuming a 10% increase in NIS relative to the U.S. dollar and assuming no other changes, our operating income, as reported in U.S. dollars, would decrease by $5.5 million in 2015.

Assuming a 10% decrease in the Canadian dollar relative to the U.S. dollar and assuming no other changes, our operating income would have decreased by $4.7 million in 2015.

Assuming a 10% increase in the euro relative to the U.S. dollar and assuming no other changes, our operating income would have decreased by $2.0 in 2015.

Our exposure related to exchange rate changes on our net asset position denominated in currencies other than the U.S. dollar varies with changes in our net asset position. Net asset position refers to financial assets, such as trade receivables and cash, less financial liabilities, such as loans and accounts payable. The impact of any such transaction gains or losses is reflected in finance expenses, net. Our most significant exposure as of December 31, 2015, relates to a potential change in the exchange rate of the Australian dollar and NIS, and to a lesser extent the Canadian dollar relative to the U.S. dollar. Assuming a 10% decrease in the Australian dollar and the NIS relative to the U.S. dollar, and assuming no other changes, our finance expenses would have increased by $2.8 million and $1.7 million, respectively, in 2015 due to our current net liability position denominated in these currencies. A 10% decrease in the Canadian dollar relative to the U.S. dollar would have impact of $0.4 million based on our December 31, 2015 net asset position in this currency. The euro has an immaterial impact.

We use forward contracts to manage currency risk with respect to those currencies in which we generate revenues or incur expenses. Beginning in July 2012, when we changed our functional currency to the U.S. dollar, we have used Australian/U.S. dollar, Euro/U.S. dollar and U.S. dollar/Canadian dollar forward contracts along with U.S. dollar/NIS and Euro/U.S. dollar options. Prior to July 2012, we used Australian dollar/NIS, Euro/NIS and Canadian dollar/NIS forward contracts. The derivatives instruments partially offset the impact of foreign currency fluctuations. We may in the future use derivative instruments to a greater extent or engage in other transactions or invest in market risk sensitive instruments if we determine that it is necessary to offset these risks. Currency instruments other than our US dollar/NIS forward contracts are not designated as hedging accounting instruments under ASC 815, Derivatives and Hedging. Therefore, we have been incurring financial loss or income as a result of these derivatives.

As of December 31, 2015, we had the following foreign currency hedge portfolio (U.S. dollar in thousands):

		USD/NIS	USD/CAD	EUR/USD	AUD/USD	TOTAL
Buy forward contracts	Notional	—	8,187	31,843	—	40,030
	Fair value	—	749	(5)	—	744
	Average rate	—	1.27	1.09	—	
Sell forward contracts	Notional	749	—	—	29,467	30,216
	Fair value	20	—	—	55	75
	Average rate	4.00	—	—	0.73	
Buy put options	Notional	57,749	—	—	1,583	59,332
	Fair value	699	—	—	0	699
	Average rate	3.82	—	—	0.70	
Sell call options	Notional	55,702	—	—	1,686	57,388
	Fair value	(879)	—	—	(0)	(879)
	Average rate	3.95	—	—	0.75	
Total notional value		114,200	8,187	31,843	32,736	186,966
Total fair value		$ (160)	$ 749	$ (5)	$ 55	$ 639

For the year ended December 31, 2015, net embedded gains on our foreign currency open derivative transactions were $0.6 million. For the year ended December 31, 2014, net embedded losses on our foreign currency open derivative transactions were $0.4 million. For the year ended December 31, 2013, net embedded gains on our foreign currency derivatives transactions totaled $1.6 million for open derivative transactions. For the year ended December 31, 2015, our finance income generated from derivatives including the impact of the foreign exchange rate revaluation were $0.5 million. For the year ended December 31, 2014, our finance income generated from derivatives including the impact of the foreign exchange rate revaluation were $0.6 million. For the year ended December 31, 2013, our finance income generated from derivatives and foreign exchange rate transactions were $0.4 million.

Interest rates

We had cash and short-term bank deposits totaling $62.8 million at December 31, 2015. Our cash, cash equivalents and short term bank deposits are held for working capital and other purposes. We do not enter into investments for trading or speculative purposes. Due to the short-term nature of the investments in cash equivalents and our relatively low debt balances, we do not believe that changes in interest rates will have a material impact on our financial position and results of operations and, therefore, we believe that a sensitivity analysis would not be material to investors. However, declines in interest rates will reduce future investment income.

Inflation

Inflationary factors such as increases in the cost of our labor may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on our ability to maintain current levels of gross profit margins and operating expenses as a percentage of revenues if the selling prices of our products do not increase in line with increases in costs.

ITEM 12: Description of S ecurities Other Than Equity Securities

Not applicable.

P ART II

IT EM 13: Defaults, Dividend Arrearages and Delinquencies

None.

IT EM 14: Material Modifications to the Rights of Security Holders and Use of Proceeds

Initial Public Offering

The effective date of the registration statement (File no. 333-179556) for our IPO of ordinary shares, par value NIS 0.04, was March 21, 2012. The offering commenced on March 6, 2012 and was closed on March 27, 2012. We issued a total of 7,659,000 ordinary shares with aggregate proceeds of $84.2 million (including the over-allotment option granted to the underwriters) at a price per share of $11.00.

From the effective date of the registration statement and until December 31, 2012, we used $27.2 million of the net proceeds to pay a special dividend to our existing shareholders immediately following the closing of the IPO. In addition, in December 2013, we paid a $20.1 million dividend to our shareholders of record as of November 27, 2013. Further, in December 2014, we paid a special dividend of $20.0 million to our shareholders of record as of November 26, 2014. See "ITEM 8.A: Financial Information—Consoldiated Statements and Other Financial Information—Dividends." We used $6.5 million of the net proceeds to pay the balance of the acquisition price for the remaining 75% equity interest in our U.S. distributor, Caesarstone USA, in which we acquired a 25% interest in January 2007. We acquired the remaining interest in May 2011 and the balance of the purchase price was payable following the closing of our IPO.

We may use a portion of the balance of the net proceeds to expand our production capacity during the next one to two years. See "ITEM 4: Information on Caesarstone—History and Development of Caesarstone—Principal Capital Expenditures." We may choose to expand our production capacity by several means, including an acquisition, and the funds required may be greater or less.

We intend to use the balance of the net proceeds of the IPO for working capital and other general corporate purposes. We may also use all or a portion of the remaining net proceeds to acquire or invest in complementary companies, products or technologies. We are not currently a party to, or involved with, discussions regarding any other material acquisition that is probable, although we routinely engage in discussions with distributors and suppliers regarding potential acquisitions.

None of the net proceeds of the offering was paid directly or indirectly to any director, officer, general partner of ours or to their associates, persons owning ten percent or more of any class of our equity securities, or to any of our affiliates.

IT EM 15: Controls and Procedures

(a) Disclosure Controls and Procedures . Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of December 31, 2015. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of December 31, 2015, our disclosure controls and procedures were effective such that the information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Management's Annual Report on Internal Control Over Financial Reporting . Our management, under the supervision of our Chief Executive Officer and Chief Financial Officer, is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Our management, including our Chief Executive Officer and Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2015. In making this assessment, our management used the criteria established in *Internal Control—Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Our management has concluded, based on its assessment, that our internal control over financial reporting was effective as of December 31, 2015 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external reporting purposes in accordance with generally accepted accounting principles.

(c) Attestation report of the registered public accounting firm . Our independent registered public accounting firm has audited the consolidated financial statements included in this annual report on Form 20-F, and as part of its audit, has issued its audit report on the effectiveness of our internal control over financial reporting. This report is included in pages F-2 and F-3 of this annual report on Form 20-F and is incorporated herein by reference.

(d) Changes in Internal Control Over Financial Reporting . During the period covered by this report, no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) have occurred that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

I TEM 16: Reserved

I TEM 16A: Audit Committee Financial Expert

Our board of directors has determined that each of Ofer Borovsky and Irit Ben-Dov qualifies as an "audit committee financial expert," as defined by the rules of the SEC, and have the requisite financial experience required by the Nasdaq rules. In addition, Mr. Borovsky and Ms. Ben-Dov are independent as such term is defined in Rule 10A-3(b)(1) under the Exchange Act and under Nasdaq rules.

I TEM 16B: Code of Ethics

The Company has adopted a Code of Ethics that applies to the Company's chief executive officer, and all senior financial officers, including the Company's chief financial officer, the controller and persons performing similar functions. The Company has also adopted a Code of Conduct that applies to the Company's directors, officers and employees. We have posted these codes on our corporate website at http://ir.caesarstone.com/governance.cfm . Information contained on, or that can be accessed through, our website does not constitute a part of this annual report and is not incorporated by reference herein.

Waivers of our code of ethics may only be granted by the board of directors. Any amendments to this Code of Ethics or any waiver that is granted, and the basis for granting the waiver, will be publicly communicated as appropriate. Under Item 16B of Form 20-F, if a waiver or amendment of the Code of Ethics applies to our principal executive officer, principal financial officer, principal accounting officer, controller or other persons performing similar functions and relates to standards promoting any of the values described in Item 16B(b) of Form 20-F, we will disclose such waiver or amendment (i) on our website within five business days following the date of amendment or waiver in accordance with the requirements of Instruction 4 to such Item 16B or (ii) through the filing of a Form 6-K. We granted no waivers under our Code of Ethics in 2015.

ITEM 16C: Principal Accountant Fees and Services

Fees Paid to the Auditors

The following table sets forth, for each of the years indicated, the fees billed by our independent registered public accounting firm.

	Year ended December 31,	
	2015	2014
	(in thousands of U.S. dollars)	
Audit fees(1)	$ 685	$ 505
Audit-related fees(2)	73	146
Tax fees(3)	151	80
All other fees(4)	30	101
Total	$ 939	$ 832

(1) "Audit fees" include fees for services performed by our independent public accounting firm in connection with the integrated audit of our annual audit consolidated financial statements for 2015 and 2014, and its internal control over financial reporting as of December 31, 2015, certain procedures regarding our quarterly financial results submitted on Form 6-K, fees related to public offering, and consultation concerning financial accounting and reporting standards.

(2) "Audit-related fees relate to assurance and associated services that are traditionally performed by the independent auditor, including fees related to 2014 follow-on offerings.

(3) "Tax fees" include fees for professional services rendered by our independent registered public accounting firm for tax compliance and tax advice and tax planning services on actual or contemplated transactions.

(4) "Other fees" include fees for services rendered by our independent registered public accounting firm with respect to government incentives, due diligence investigations and other matters.

Audit Committee's Pre-Approval Policies and Procedures

Our audit committee has adopted a pre-approval policy for the engagement of our independent accountant to perform certain audit and non-audit services. Pursuant to this policy, which is designed to assure that such engagements do not impair the independence of our auditors, the audit committee pre-approves annually a catalog of specific audit and non-audit services in the categories of audit service, audit-related service and tax services that may be performed by our independent accountants.

I TEM 16D: Exemptions from the Listing Standards for Audit Committees

Not applicable.

I TEM 16E: Purchases of Equity Securities by the Company and Affiliated Purchasers

On February 9, 2016, our board of directors approved a program for us to repurchase up to $40 million of our outstanding ordinary shares.

Share repurchases will take place in open market transactions or in privately negotiated transactions and may be made from time to time depending on market conditions, share price, trading volume and other factors. Such repurchases will be made in accordance with all applicable securities laws and regulations, including, without limitation, Rule 10b-18 and Rule 10b5-1 of the Exchange Act. The repurchase program does not require us to acquire a specific number of shares, and may be suspended from time to time or discontinued.

I TEM 16F: Change in Registrant's Certifying Accountant

None.

I TEM 16G: Corporate Governance

As a foreign private issuer, we are permitted under Nasdaq Rule 5615(a)(3) to follow Israeli corporate governance practices instead of the Nasdaq corporate governance rules, provided we disclose which requirements we are not following and the equivalent Israeli requirement. We must also provide the Nasdaq Global Select Market with a letter from outside counsel in our home country, Israel, certifying that our corporate governance practices are not prohibited by Israeli law.

We rely on this "foreign private issuer exemption" and follow the requirements of Israeli law with respect to the quorum requirement for meetings of our shareholders, which are different from the requirements of Rule 5620(c). Under our articles of association, the quorum required for an ordinary meeting of shareholders consists of at least two shareholders present in person, by proxy or by written ballot, who hold or represent between them at least 25% of the voting power of our shares, instead of 33 1/3% of the issued share capital provided by under the Nasdaq rules. At an adjourned meeting, any number of shareholders constitutes a quorum. This quorum requirement is based on the default requirement set forth in the Companies Law. We submitted a letter to the Nasdaq Global Select Market from our outside counsel in connection with this item prior to our IPO in March 2012.

Otherwise, we comply with the Nasdaq corporate governance rules requiring that listed companies have a majority of independent directors and maintain a compensation and nominating committee composed entirely of independent directors. We are also subject to Israeli corporate governance requirements applicable to companies incorporated in Israel whose securities are listed for trading on a stock exchange outside of Israel.

We may in the future provide the Nasdaq Global Select Market with an additional letter or letters notifying the organization that we are following our home country practices, consistent with the Companies Law and practices, in lieu of other requirements of Nasdaq Rule 5600.

I TEM 16H: Mine Safety Disclosures

Not applicable.

P ART III

I TEM 17: Financial Statements

Not applicable.

I TEM 18: Financial Statements

See Financial Statements included at the end of this report.

I TEM 19: Exhibits

See exhibit index incorporated herein by reference.

SIGNATURES

The registrant certifies that it meets all of the requirements for filing on Form 20-F and has duly caused and authorized the undersigned to sign this annual report on its behalf.

Caesarstone Sdot-Yam Ltd.

By: /s/ Yosef Shiran
Yosef Shiran
Chief Executive Officer

Date: March 7, 2016

ANNUAL REPORT ON FORM 20-F

INDEX OF EXHIBITS

Number	Description
1.1	Articles of Association of the Registrant, as amended on February 21, 2014 (4)
1.2	Memorandum of Association of the Registrant (2) ∞
4.1	Land Purchase Agreement and Leaseback, by and between Kibbutz Sdot-Yam and the Registrant, dated March 31, 2011 (3) ∞
4.2	Addendum, dated February 13, 2012 to the Land Purchase Agreement and Leaseback, by and between Kibbutz Sdot-Yam and the Registrant, dated March 31, 2011 (3) ∞
4.3	Agreement by and between Mikroman Madencilik San ve TIC.LTD.STI and the Registrant, dated September 27, 2010 (1) ∞
4.4	Summary of draft agreement between the Registrant and Mikroman Madencilik San ve TIC.LTD.STI for 2016 *
4.5	2011 Incentive Compensation Plan, as amended
4.6	Form of Indemnification Agreement (3)
4.7	Land Use Agreement, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 (3) ∞
4.8	Addendum, dated February 13, 2012, to the Land Use Agreement, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 (3) ∞
4.9	Manpower Agreement, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 (3) ∞
4.10	Addendum, dated July 2015, to the Manpower Agreement, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 ∞
4.11	Services Agreement, by and between Kibbutz Sdot-Yam and the Registrant, dated July 2015 ∞
4.12	Agreement for Arranging Additional Accord, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 (3) ∞
4.13	Addendum, dated February 13, 2012 to the Agreement for Arranging Additional Accord, by and between Kibbutz Sdot-Yam and the Registrant, dated July 20, 2011 (3) ∞
4.14	Registration Rights Agreement, by and among the Registrant, Kibbutz Sdot-Yam, Tene Quartz Surfaces Investments Limited Partnership and Tene Quartz Surfaces Investments (Parallel) Limited Partnership, dated July 21, 2011 (3)
4.15	Extension of Registration Rights Agreement, by and among the Registrant, Kibbutz Sdot-Yam, Tene Quartz Surfaces Investments Limited Partnership and Tene Quartz Surfaces Investments (Parallel) Limited Partnership, dated February 13, 2012 (3)
4.16	Reimbursement Agreement, dated January 4, 2012, by and between the Registrant and Kibbutz Sdot-Yam (3) ∞
4.17	Compensation Policy of Caesarstone Sdot-Yam Ltd., as amended
4.18	Agreement for the Supply of Bretonstone Slab Plants, dated October 18, 2012 (5) *
4.19	USA Plant Exercise Notice, dated November 6, 2013, pursuant to the Agreement for the Supply of Bretonstone Slab Plants, dated October 18, 2012 (5)*
4.20	Addendum, dated February 12, 2014, to the Agreement for the Supply of Bretonstone Slab Plants, dated October 18, 2012 and to the USA Plant Exercise Notice, dated November 6, 2013 (5)*
4.21	Agreement for the Supply of Bretonstone Slab Plants, dated June 5, 2014 (5)*
4.22	Agreement between the Registrant and Polat Maden Sanayi ve Ticaret A.S. dated March 6, 2016 *
8.1	List of Subsidiaries of the Registrant(5)
12.1	Certification of Principal Executive Officer required by Rule 13a-14(a) and Rule 15d-14(a) (Section 302 Certifications)
12.2	Certification of Principal Financial Officer required by Rule 13a-14(a) and Rule 15d-14(a) (Section 302 Certifications)

13.1	Certification of Principal Executive Officer and Principal Financial Officer required by Rule 13a-14(b) and Rule 15d-14(b) (Section 906 Certifications), furnished herewith
15.1	Consent of Kost Forer Gabbay & Kasierer (a member of Ernst & Young global)
15.2	Consent of Grant Thornton Audit Pty Ltd.
15.3	Consent of Freedonia Custom Research, Inc.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.PRE	XBRL Taxonomy Presentation Linkbase Document
101.CAL	XBRL Taxonomy Calculation Linkbase Document
101.LAB	XBRL Taxonomy Label Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

(1) Previously filed with the Securities and Exchange Commission on March 19, 2012 pursuant to a registration statement on Form F-1 (File No. 333-179556) and incorporated by reference herein.

(2) Previously filed with the Securities and Exchange Commission on March 6, 2012 pursuant to a registration statement on Form F-1/A (File No. 333-179556) and incorporated by reference herein.

(3) Previously filed with the Securities and Exchange Commission on February 16, 2012 pursuant to a registration statement on Form F-1/A (File No. 333-179556) and incorporated by reference herein.

(4) Previously filed with the Securities and Exchange Commission on May 13, 2014 pursuant to an annual report on Form 20-F and incorporated by reference herein.

(5) Previously filed with the Securities and Exchange Commission on March 12, 2015 pursuant to an annual report on Form 20-F and incorporated by reference herein.

* Portions of this exhibit were omitted and a complete copy of each agreement has been provided separately to the Securities and Exchange Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act.

∞ English translation of original Hebrew document

CAESARSTONE SDOT-YAM LTD. AND ITS SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2015

INDEX

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of

CAESARSTONE SDOT-YAM LTD.

We have audited the accompanying consolidated balance sheets of Caesarstone Sdot-Yam Ltd. and subsidiaries (the "Company") as of December 31, 2015 and 2014 and the related consolidated statements of income, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the financial statements of Caesarstone Australia Pty Limited, a wholly-owned subsidiary, which statements reflect total assets constituting 10% in 2015 and 11% in 2014and total revenues constituting 22%, 24% and 30% of the related consolidated totals. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Caesarstone Australia Pty Limited, is based solely on the report of the other auditors.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audits and the report of the other auditor provide a reasonable basis for our opinion.

In our opinion, based on our audits and the report of the other auditor, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company and subsidiaries as of December 31, 2015 and 2014 and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria), and our report dated March 7, 2016, expressed an unqualified opinion thereon.

/s/ Kost Forer Gabbay & Kasierer
KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global

Tel-Aviv
March 7, 2016

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of

CAESARSTONE SDOT-YAM LTD.

We have audited Caesarstone Sdot-Yam Ltd. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Caesarstone Sdot Yam's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying management's report on internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We did not examine the effectiveness of internal control over financial reporting of Caesarstone Australia Pty Ltd. a wholly owned subsidiary, whose financial statements reflect total assets and revenues constituting 10% and 22%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2015. The effectiveness of Caesarstone Australia Pty Ltd.'s internal control over financial reporting was audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the effectiveness of Caesarstone Australia Pty Ltd.'s internal control over financial reporting, is based solely on the report of the other auditors.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, based on our audit and the report of the other auditors, Caesarstone Sdot Yam maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) the 2015 consolidated financial statements of Caesarstone Sdot- Yam, Ltd. and subsidiaries and our report dated March 7, 2016 expressed an unqualified opinion thereon.

/s/ Kost Forer Gabbay & Kasierer
KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global

Tel-Aviv, Israel
March 7, 2016

CONSOLIDATED BALANCE S HE ETS

U.S. dollars in thousands

	Note	December 31, 2015	December 31, 2014
ASSETS			
Current assets:			
Cash and cash equivalents		$ 62,747	$ 42,280
Short-term bank deposits		60	12,047
Trade receivables (net of allowance for doubtful accounts of $1,221 and $2,225 at December 31, 2015 and 2014, respectively)		59,185	56,217
Other accounts receivable and prepaid expenses	3	32,230	22,729
Inventories	4	95,479	80,212
Total current assets		249,701	213,485
Long-term assets:			
Severance pay fund		3,296	3,744
Other long-term receivables	10	6,616	-
Long-term deposits and prepaid expenses		1,987	759
Property, plant and equipment, net	5	225,438	172,993
Other intangibles assets	6	6,883	10,059
Goodwill	7	35,821	37,960
Total assets		$ 529,742	$ 439,000

The accompanying notes are an integral part of the consolidated financial statements

CONSOLIDATED BA LA NCE SHEETS

U.S. dollars in thousands (except share data)

	Note	December 31, 2015	December 31, 2014
LIABILITIES AND EQUITY			
Current liabilities:			
Short-term bank credit	8	$ 3,241	$ -
Trade payables		46,382	59,430
Related party and other loan	13	3,251	3,975
Accrued expenses and other liabilities	9	27,986	25,774
Total current liabilities		80,860	89,179
Long-term liabilities:			
Long-term loan and financing leaseback from a related party	13	8,472	8,993
Accrued severance pay		4,309	4,217
Long-term warranty provision		934	1,145
Phantom share based payment	2(u)	148	805
Legal settlements and loss contingencies long term	10	11,190	-
Deferred tax liabilities, net	11	14,767	4,935
Total long-term liabilities		39,820	20,095
Redeemable non-controlling interest	2(v)	8,841	8,715
Commitments and contingent liabilities	10		
Equity:	12		
Share capital-			
Ordinary shares of NIS 0.04 par value - 200,000,000 shares authorized at December 31, 2015 and 2014; 35,294,755 and 35,132,127 shares issued and outstanding at December 31, 2015 and 2014, respectively		370	369
Additional paid-in capital		142,765	139,964
Accumulated other comprehensive loss, net		(1,892)	(534)
Retained earnings		258,978	181,212
Total equity		400,221	321,011
Total liabilities and equity		$ 529,742	$ 439,000

The accompanying notes are an integral part of the consolidated financial statements

CONSOLIDATED STATEMENT S OF INCOME

U.S. dollars in thousands (except per share data)

	Year ended December 31,		
	2015	**2014**	**2013**
Revenues	$ 499,515	$ 447,402	$ 356,554
Cost of revenues	299,290	257,751	194,436
Gross profit	200,225	189,651	162,118
Operating expenses:			
Research and development	3,052	2,628	2,002
Marketing and selling	59,521	55,870	51,209
General and administrative	36,612	36,111	32,904
Legal settlements and loss contingencies, net	4,654	-	-
Total operating expenses	103,839	94,609	86,115
Operating income	96,386	95,042	76,003
Finance expenses, net	3,085	1,045	1,314
Income before taxes on income	93,301	93,997	74,689
Taxes on income	13,843	13,738	10,336
Net income	$ 79,458	$ 80,259	$ 64,353
Net income attributable to non-controlling interest	1,692	1,820	1,009
Net income attributable to controlling interest	$ 77,766	$ 78,439	$ 63,344
Basic net income per share of ordinary shares	2.21	2.25	1.83
Diluted net income per share of ordinary shares	2.19	2.22	1.80
Weighted average number of ordinary shares used in computing basic income per share (in thousands)	35,253	34,932	34,667
Weighted average number of ordinary shares used in computing diluted income per share (in thousands)	35,464	35,394	35,210

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENS IV E INCOME

U.S. dollars in thousands

	Year ended December 31,		
	2015	2014	2013
Net income	$ 79,458	$ 80,259	$ 64,353
Other comprehensive loss before tax:			
Foreign currency translation adjustments	(5,023)	(4,227)	(6,182)
Unrealized income (loss) on foreign currency cash flow hedge	1,590	(1,562)	-
Income tax benefit related to components of other comprehensive income	509	846	855
Total other comprehensive loss, net of tax	(2,924)	(4,943)	(5,327)
Comprehensive income	76,534	75,316	59,026
Less: comprehensive income attributable to non-controlling interest	(126)	(1,091)	(519)
Comprehensive income attributable to controlling interest	$ 76,408	$ 74,225	$ 58,507

The accompanying notes are an integral part of the consolidated financial statements

CONSOLIDATED STATEMENTS OF CHAN GE S IN EQUITY

U.S. dollars in thousands (except share data)

	Common Stock					
	Shares	Amount	Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss), net(1)	Total equity
Balance as of January 1, 2013	34,365,250	360	135,437	79,603	8,517	223,917
Other comprehensive loss	-	-	-	-	(4,837)	(4,837)
Net income	-	-	-	63,344	-	63,344
Equity-based compensation expense related to employees	-	-	2,514	-	-	2,514
Cashless exercise of options	374,065	4	(4)	-	-	-
Dividend	-	-	-	(20,149)	-	(20,149)
Compensation paid by a former shareholder (2)	-	-	810	-	-	810
Balance as of December 31, 2013	34,739,315	364	138,757	122,798	3,680	265,599
Other comprehensive loss	-	-	-	-	(4,214)	(4,214)
Net income	-	-	-	78,439	-	78,439
Equity-based compensation expense related to employees	-	-	1,212	-	-	1,212
Cashless exercise of options	392,812	5	(5)	-	-	-
Dividend	-	-	-	(20,025)	-	(20,025)
Balance as of December 31, 2014	35,132,127	$ 369	$ 139,964	$ 181,212	$ (534)	$ 321,011
Other comprehensive loss	-	-	-	-	(1,358)	(1,358)
Net income	-	-	-	77,766	-	77,766
Equity-based compensation expense related to employees (3)	-	-	2,802	-	-	2,802
Cashless exercise of options	162,628	1	(1)	-	-	-
Balance as of December 31, 2015	35,294,755	$ 370	$ 142,765	$ 258,978	$ (1,892)	$ 400,221

(1) Accumulated other comprehensive income (loss), net, comprised of foreign currency translation and hedging transactions.

(2) A bonus paid by the Company's former shareholder to certain of its employees.

(3) See also note 12

The accompanying notes are an integral part of the consolidated financial statements

CONSOLIDATED STATEMENTS OF CAS H FLOWS

U.S. dollars in thousands

	Year ended December 31,		
-	**2015**	**2014**	**2013**
Cash flows from operating activities:			
Net income	$ 79,458	$ 80,259	$ 64,353
Adjustments required to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	22,334	17,176	14,994
Share-based compensation expense	2,293	2,642	2,514
Accrued severance pay, net	540	(26)	(64)
Changes in deferred tax, net	7,051	(2,580)	674
Capital gains	-	-	(22)
Compensation paid by a former shareholder	-	-	810
Foreign currency translation gains	-	-	(132)
Increase in trade receivables	(2,968)	(3,913)	(8,238)
Decrease (increase) in other accounts receivable and prepaid expenses	(3,069)	1,393	(7,419)
Increase in inventories	(15,267)	(22,345)	(7,317)
Increase (decrease) in trade payables	(8,659)	1,811	9,351
Increase (decrease) in warranty provision	(447)	(4)	401
Increase in legal settlements and loss contingencies, net	4,654	-	-
Increase (decrease) in accrued expenses and other liabilities including related party	(259)	1,611	5,765
Net cash provided by operating activities	85,661	76,024	75,670
Cash flows from investing activities:			
Redemption of (investment in) short-term deposits	11,987	57,953	(26,300)
Acquisition of the business of Prema Asia Marketing PTE Ltd. (see also Note 1(b))	-	(150)	-
Purchase of property, plant and equipment	(76,495)	(86,373)	(27,372)
Decrease (increase) in long-term deposits	(1,228)	844	(405)
Net cash used in investing activities	(65,736)	(27,726)	(54,077)

The accompanying notes are an integral part of the consolidated financial statements .

CONSOLIDATED STATEMENTS OF CASH FLOWS-

U.S. dollars in thousands

	Year ended December 31,		
	2015	**2014**	**2013**
Cash flows from financing activities:			
Dividends paid	$ -	$ (20,025)	$ (20,149)
Repayment of long-term loans	-	-	(5,372)
Short-term bank credit and loans, net	3,241	(5,454)	206
Repayment of a financing leaseback	(1,092)	(1,192)	(1,149)
Net cash provided by (used in) financing activities	2,149	(26,671)	(26,464)
Effect of exchange rate differences on cash and cash equivalents	(1,607)	(1,595)	(1,914)
Increase (decrease) in cash and cash equivalents	20,467	20,032	(6,785)
Cash and cash equivalents at beginning of year	42,280	22,248	29,033
Cash and cash equivalents at end of year	$ 62,747	$ 42,280	$ 22,248
Cash received (paid) during the year for:			
Interest paid	$ (180)	$ (141)	$ (946)
Interest received	$ 45	$ 46	$ 420
Tax paid	$ (16,372)	$ (16,744)	$ (9,434)
Non cash activitiy during the year for:			
Changes in trade payables balances related to purchase of property, plant and equipment	$ (4,389)	$ 6,992	$ 4,880

The accompanying notes are an integral part of the consolidated financial statements.

NOTE 1:- GENERAL

a. General:

Caesarstone Sdot-Yam Ltd., incorporated under the laws of the State of Israel, was founded in 1987. The company and its subsidiaries (collectively, the "Company" or "Caesarstone") manufacture high quality engineered quartz surfaces sold under the Company's premium Caesarstone brand. The Company's products consist of engineered quartz slabs that are currently sold in over 50 countries through a combination of direct sales in certain markets and indirectly through a network of independent distributors in other markets. The Company's products are primarily used as kitchen countertops in the renovation and remodeling end markets and in the new buildings construction market. Other applications include vanity tops, wall panels, back splashes, floor tiles, stairs and other interior surfaces that are used in a variety of residential and non-residential applications.

The Company has subsidiaries in Australia, Singapore, Canada and the United Staets which are engaged in the marketing and selling of the Company's products in different geographic areas. In addition, the Company established Caesarstone Technologies USA, Inc. during 2012 which is engaged in the manufacturing of the Company's products in the United States and commenced its operation during 2014.

b. Acquisition of the business of Prema Asia Marketing PTE Ltd. ("Prema"):

The Company entered into an agreement on October 1, 2011 pursuant to which it acquired the operations for the distribution of Caesarstone's products in Singapore from the Company's former distributor in Singapore. Under the terms of the agreement, the Company paid approximately $500 upon closing, $300 based on a formula that includes the number of slabs sold in Singapore during 2011 out which $150 was paid in 2012 and additional $150 was paid in 2014.

c. Major suppliers:

In 2015, the Company acquired approximately 71% of its quartz consumption from Turkey, of which approximately 41% was supplied by Mikroman Madencilik San ve TIC.LTD.STI ("Mikroman"), constituting approximately 29% of Compnay’s total quartz, and approximately 36% was supplied by Polat Maden Sanayi ve Ticaret A.Ş. (“Polat”) , constituting approximately 25% of Company’s total quartz. If Mikroman or Polat cease supplying the Company with quartz or if the Company's supply of quartz generally from Turkey is adversely impacted, the Company's other suppliers may be unable to meet the Company's quartz requirements. In that case, the Company would need to locate and qualify alternate suppliers, which could take time, increase costs and require adjustments to the appearance of the Company's products. As a result, the Company may experience a delay in manufacturing, which could materially and adversely impact the Company's results of operations.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP").

a. Use of estimates:

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates, judgments and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. The Company's management believes that the estimates, judgment and assumptions used are reasonable based upon information available at the time they were made.

b. Financial statements in U.S. dollars:

The Company's revenues are generated in U.S. dollars (USD), Australian dollars, Canadian dollars, Euros and New Israeli Shekels (NIS). In addition, most of the Company's costs are incurred in USD, NIS, Euros, Australian dollars, Canadian dollars and Singapore dollars.

The Company’s management believes that the USD is the primary currency of the economic environment in which the Company operates. Thus, the functional and reporting currency of the Company is the USD.

The functional currency of the majority of the Company's foreign subsidiaries is the local currency in which it operates.

Accordingly, monetary accounts maintained in currencies other than the USD are re-measured into dollars in accordance with Accounting Standards Codification ("ASC") 830, "Foreign Currency Matters". All transaction gains and losses resulting from the re-measurement of monetary balance sheet items denominated in non-USD currencies are reflected in the statements of operations as financial income or expenses as appropriate.

The financial statements of the Company’s subsidiaries of which the functional currency is not the USD have been translated into dollars. All amounts on the balance sheets have been translated into the USD using the exchange rates in effect on the relevant balance sheet dates. All amounts in the statements of operations have been translated into the USD using the exchange rate on the respective dates on which those elements are recognized. The resulting translation adjustments are reported as a component of accumulated other comprehensive income in shareholders' equity.

c. Principles of consolidation:

The consolidated financial statements include the accounts of the Company and its wholly and majority-owned subsidiaries. Inter-company transactions and balances, including profit from inter-company sales not yet realized outside of the Company, have been eliminated upon consolidation.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (CONT.)

d. Cash equivalents:

Cash equivalents are short-term highly liquid investments that are readily convertible to cash with original maturities of three months or less at the date acquired.

e. Short-term bank deposits:

Short-term bank deposits are deposits with original maturities of more than three months but less than one year. Short-term bank deposits are presented at their cost, which approximates their fair value.

f. Derivatives:

ASC 815, “Derivative and Hedging”, requires companies to recognize all of their derivative instruments as either assets or liabilities in the statement of financial position at fair value.

For those derivative instruments that are designated and qualify as hedging instruments, a company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge or a hedge of a net investment in a foreign operation.

Derivative instruments designated as hedging instruments :

For derivative instruments that are designated and qualify as a cash flow hedge (i.e., hedging the exposure to variability in expected future cash flows that is attributable to a particular risk), the effective portion of the gain or loss on the derivative instrument is reported as a component of other comprehensive income and reclassified into earnings in the same period during which the hedged transaction affects earnings.

The remaining gain or loss on the derivative instrument in excess of the cumulative change in the present value of future cash flows of the hedged item, if any, is recognized in current earnings during the period of change. For derivative instruments not designated as hedging instruments, the gain or loss is recognized in current earnings during the period of change.

To hedge against the risk of overall changes in cash flows resulting from foreign currency salary payments during the periods, the Company has instituted a foreign currency cash flow hedging program. The Company hedges portions of its forecasted salary expenses denominated in NIS.

These forward contracts are designated as cash flow hedges, as defined by ASC 815, and are all effective, as their critical terms match the underlying transactions being hedged.

As of December 31, 2015 and 2014, the unrealized gain (loss) recorded in accumulated other comprehensive income from the Company's currency forward NIS transactions were $20 and ($1,334), respectively. At December 31, 2015 and 2014, the notional amounts of foreign exchange forward contracts which the Company entered into were $749 and $12,925, respectively.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

f. Derivatives (Cont.):

Derivative instruments not designated as hedging instruments :

In addition to the derivatives that are designated as hedges as discussed above, the Company enters into certain foreign exchange forward and options contracts to limit its exposure to foreign currencies. Gains and losses related to such derivative instruments are recorded in financial expenses, net. At December 31, 2015 and 2014, the notional amount of foreign exchange forward and option contracts into which the Company entered was $186,217 and $86,639, respectively. The foreign exchange forward and options contracts will expire at various times through November, 2016.

The following tables present fair value amounts of, and gains and losses recorded in relation to, the Company's derivative instruments and related hedged items:

	Balance Sheet	Fair Value of Derivative Instruments	
		Year ended December 31,	
		2015	2014
Derivative Assets:			
Derivatives not designated as hedging instruments:			
Foreign exchange option and forward contracts	Other accounts receivable and prepaid expenses	$ 2,040	$ 2,479
Derivatives designated as hedging instruments:			
Foreign exchange forward contracts	Other accounts receivable and prepaid expenses	$ 20	$ -
Total		$ 2,060	$ 2,479
Derivative Liabilities			
Derivatives not designated as hedging instruments:			
Foreign exchange option and forward contracts	Other accounts payable and accrued expenses	$ (1,421)	(1,453)
Derivatives designated as hedging instruments:			
Foreign exchange forward contracts	Other accounts payable and accrued expenses	$ -	$ (1,447)
Total		$ (1,421)	$ (2,900)

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

f. Derivatives (Cont.):

	Gain (loss) Recognized in Other Comprehensive Income, net		Gain (loss) Recognized in Statements of Operations		
	Year ended December 31,		Statements of Operations	Year ended December 31,	
	2015	2014	Item	2015	2014
Derivatives designated as hedging instruments :					
Foreign exchange forward contract	$ 20	$ (1,334)	Operating expenses	$ (1,364)	$ (834)
Derivatives not designated as hedging instruments:					
Foreign exchange forward and options contracts	-	-	Financial expenses, net	3,242	(153)
Total	$ 20	$ (1,334)		$ 1,878	$ (987)

g. Inventories:

Inventories are stated at the lower of cost or market value. The Company periodically evaluates the quantities on hand relative to historical and projected sales volumes, current and historical selling prices and contractual obligations to maintain certain levels of parts. Based on these evaluations, inventory write-offs are provided to cover risks arising from slow-moving items, discontinued products, excess inventories, market prices lower than cost and adjusted revenue forecasts.

Cost is determined as follows:

Raw Materials - Cost is determined on a standard cost basis which approximates actual costs on a weighted average basis.

Work-in-progress and finished products - are based on standard cost (which approximates actual cost on a weighted average basis) which includes raw materials cost, labor and manufacturing overhead.

Finished goods are stated at the lower of cost or market.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

g. Inventories (Cont.):

The following table provides the details of the change in the Company's provision for inventory:

	December 31,	
	2015	2014
Inventory provision, beginning of year	$ 7,724	$ 6,268
Increase in inventory provision	1,708	1,707
Write off	(447)	(251)
Inventory provision, end of year	$ 8,985	$ 7,724

h. Property, plant and equipment, net:

1. Property, plant and equipment are stated at cost, net of accumulated depreciation and investment grants.

2. Costs recorded prior to a production line completion are reflected as construction in progress, which are recorded to land, building and machinery assets at the date of purchase. Construction in progress includes direct expenditures for the construction of the production line and is stated at cost. Capitalized costs include costs incurred under the construction contract: advisory, consulting and direct internal costs (including labor) and operating costs incurred during the construction and installation phase.

3. Depreciation is calculated by the straight-line method over the estimated useful life of the assets at the following annual rates:

	%
Machinery and manufacturing equipment	4-33
Office equipment and furniture	7-33
Motor vehicles	10-30
Buildings	4-5
Leasehold improvments	Over the shorter of the term of the lease or the life of the asset

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

h. Property, plant and equipment, net (Cont.):

The Company has accounted for its assets that are under a capital lease arrangement in accordance with Accounting Standard Codification 840 "Leases" ("ASC 840"). Accordingly, assets under a capital lease are stated as assets of the Company on the basis of ordinary purchase prices (without the financing component), and depreciated according to the shorter of the lease term and the usual depreciation rates applicable to such assets.

Lease payments payable in forthcoming years, net of the interest component included in them, are included in liabilities. The interest in respect of such amounts is accrued on a current basis and is charged to earnings.

i. Impairment of long-lived assets:

The Company's long-lived assets, tangible and finite-lived intangible assets (other than goodwill), are reviewed for impairment in accordance with Accounting Standard Codification 360 "Property, Plant and Equipment" ("ASC 360") whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. No impairment losses were identified during any period presented.

In addition to the recoverability assessment, the Company routinely reviews the remaining estimated useful lives of property and equipment and finite-lived intangible assets. If the Company reduces the estimated useful life assumption for any asset, the remaining unamortized balance would be amortized or depreciated over the revised estimated useful life.

j. Goodwill and other intangibles assets:

Goodwill represents the excess of the cost of businesses acquired over the fair value of the net assets acquired in the acquisition. Under Accounting Standard Codification 350, "Intangibles-Goodwill and Other" ("ASC 350") goodwill is not amortized but instead is tested for impairment at least annually (or more frequently if impairment indicators arise).

In the evaluation of goodwill for impairment, the Company has the option to perform a qualitative assessment to determine whether further impairment testing is necessary or to perform a quantitative assessment by comparing the fair value of a reporting unit to its carrying amount, including goodwill. Under the qualitative assessment, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount. If under the quantitative assessment the fair value of a reporting unit is less than its carrying amount, then the amount of the impairment loss, if any, must be measured under step two of the impairment analysis.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

j. Goodwill and other intangibles assets (Cont.):

In the first phase of impairment testing, goodwill attributable to the reporting units is tested for impairment by comparing the fair value of each reporting unit with its carrying value. If the carrying value of the reporting unit exceeds its fair value, the second phase is then performed.

The second phase of the goodwill impairment test compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. If the carrying amount of the reporting unit's goodwill exceeds the implied fair value of that goodwill, an impairment loss is recognized in an amount equal to that excess.

The Company performs an annual goodwill impairment test during the fourth quarter of each fiscal year, or more frequently, if impairment indicators are present. The Company operates in one operating segment. Each of the Company's subsidiaries could be considered to be reporting units; however, the Company concluded that all of the Company's components should be aggregated and deemed as a single reporting unit for the purpose of performing the goodwill impairment test in accordance with ASC 350-20-35-35, since they have similar economic characteristics.

Goodwill was tested for impairment by comparing its fair value with its carrying value. As required by ASC 820, "Fair Value Measurements", the Company applies assumptions that market place participants would consider in determining the fair value of reporting unit. No impairment of goodwill was identified during any period presented.

Acquired intangible assets other than goodwill are amortized over their weighted average amortization period unless they are determined to be indefinite. Acquired intangible assets are carried at cost, less accumulated amortization. For intangible assets purchased in a business combination, the estimated fair values of the assets received are used to establish the carrying value. The fair value of acquired intangible assets is determined using common techniques, and the Company employs assumptions developed using the perspective of a market participant.

k. Warranty :

The Company generally provides a standard warranty of between three and ten years for its products, depending on the type of product and the country in which the Company does business. The Company records a provision for the estimated cost to repair or replace products under warranty at the time of sale. Factors that affect the Company's warranty reserve include the number of units sold, historical and anticipated rates of warranty repairs and the cost per repair.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

k. Warranty (Cont.) :

The following table provides the details of the change in the Company's warranty accrual:

	2015	2014
January 1,	$ 2,620	$ 2,624
Charged to costs and expenses relating to new sales	1,091	1,154
Costs of product warranty claims	(1,195)	(989)
Foreign currency translation adjustments	(343)	(169)
December 31,	$ 2,173	$ 2,620

l. Revenue recognition:

The Company derives its revenues from sales of quartz surfaces mostly through a combination of direct sales in certain markets and indirectly through a network of distributors in other markets.

Revenues are recognized in accordance with ASC 605, "Revenue Recognition" when delivery has occurred, persuasive evidence of an agreement exists, the fee is fixed and determinable, collectability is probable and no further obligations exist.

All of the Company's products that are sold through agreements with exclusive distributors are non-exchangeable, non-refundable, non-returnable and without any rights of price protection or stock rotation. Accordingly, the Company considers all the distributors to be end-consumers.

For certain revenue transactions with a specific customer, the Company is responsible also for the fabrication and installation of its products. The Company recognizes such revenues upon receipt of acceptance evidence from the end consumer which occures upon completeion of the installation.

Although, in general, the Company does not grant rights of return, there are certain instances where such rights are granted. The Company maintains a provision for returns in accordance with ASC 605, “Revenue Recognition”, which is estimated, based primarily on historical experience as well as management judgment, and is recorded through a reduction of revenue.

m. Research and development costs:

Research and development costs are charged to the statement of income as incurred.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

n. Income taxes:

The Company and its subsidiaries account for income taxes in accordance with ASC 740, "Income Taxes". This statement prescribes the use of the liability method whereby deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse.

Deferred tax liabilities and assets are classified as current or noncurrent based on the classification of the related asset or liability for financial reporting purposes, or according to the expected reversal dates of the specific temporary differences if not related to an asset or liability for financial reporting.

The Company accounts for its uncertain tax positions in accordance with ASC 740-10. ASC 740-10 contains a two-step approach to recognizing and measuring uncertain tax positions accounted for in accordance with ASC 740. The first step is to evaluate the tax position taken or expected to be taken in a tax return by determining if the weight of available evidence indicates that it is more likely than not that, on an evaluation of the technical merits, the tax position will be sustained on audit, including resolution of any related appeals or litigation processes. The second step is to measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. The Company accrues interest and penalties related to unrecognized tax benefits in its tax expenses.

o. Advertising expenses:

Advertising costs are expensed as incurred. Advertising expenses for the years ended December 31, 2015, 2014 and 2013 were $22,380, $18,557 and $16,589, respectively.

p. Concentrations of credit risk:

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents, short-term bank deposits and trade receivables. The Company's cash and cash equivalents are invested primarily in U.S. dollars, mainly with major banks in Israel.

The Company's trade receivables are derived from sales to customers located mainly in the United States, Australia, Canada, Europe and Israel. The Company performs ongoing credit evaluations of its customers and to date has not experienced any substantial losses. In certain circumstances, the Company requires letters of credit or prepayments. An allowance for doubtful accounts is provided with respect to specific receivables that the Company has determined to be doubtful of collection. For those receivables not specifically reviewed, provisions are recorded at a specific rate, based upon the age of the receivable, the collection history, current economic trends and management estimates.

No customer represented 10% or more of the Company’s total revenue during the years ended December 31, 2015, 2014 and 2013.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

p. Concentrations of credit risk (cont.):

The following table provides the detail of the change in the Company's provision for doubtful debts:

	2015	2014
January 1,	$ 2,225	$ 1,898
Charges to expenses	(340)	974
Write offs	(524)	(544)
Foreign currency translation adjustments	(140)	(103)
December 31,	$ 1,221	$ 2,225

q. Severance pay:

The Company's liability for severance pay, with respect to its Israeli employees, is calculated pursuant to Israeli severance pay law and employee agreements based on the most recent salary of the employees. The Company's liability for all of its Israeli employees is provided for by monthly deposits with insurance policies and by an accrual. The value of these policies is recorded as an asset on the Company's balance sheet.

The deposited funds include profits or losses accumulated up to the balance sheet date. The deposited funds may be withdrawn only upon the fulfillment of the obligations pursuant to Israeli severance pay law or labor agreements.

Some agreements with employees specifically state, in accordance with section 14 of the Severance Pay Law, 1963, that the Company's contributions for severance pay shall be instead of severance compensation and that upon release of the policy to the employee, no additional calculations shall be conducted between the parties regarding the matter of severance pay and no additional payments shall be made by the Company to the employee.

Further, since the Company has signed agreements with its employees under section 14, the related obligation and amounts deposited on behalf of such obligation are not stated on the balance sheet, as they are legally released from obligation to employees once the deposit amounts have been paid.

Severance pay expenses for the years ended December 31, 2015, 2014 and 2013 amounted to approximately $499, $455 and $456, respectively.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

r. Fair value of financial instruments:

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e., the "exit price") in an orderly transaction between market participants at the measurement date.

In determining fair value, the Company uses various valuation approaches. ASC 820 establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is broken down into three levels based on the inputs as follows:

Level 1- Quoted prices in active markets for identical assets or liabilities.

Level 2- Valuations based on one or more quoted prices in markets that are not active or for which all significant inputs are observable, either directly or indirectly.

Level 3- Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

r. Fair value of financial instruments (Cont.):

Foreign currency derivative contracts are classified within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments.

The following table presents the Company's assets and (liabilities) measured at fair value on a recurring basis at December 31, 2015 and 2014:

	December 31, 2015			
	Level 1	Level 2	Level 3	Total
Derivatives:				
Foreign currencies derivative assets	$ -	$ 2,060	$ -	$ 2,060
Foreign currencies derivative liabilities	$ -	$ (1,421)	$ -	$ (1,421)
Total	$ -	$ 639	$ -	$ 639

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Derivatives:				
Foreign currencies derivative assets	$ -	$ 2,479	$ -	$ 2,479
Foreign currencies derivative liabilities	$ -	$ (2,900)	$ -	$ (2,900)
Total	$ -	$ (421)	$ -	$ (421)

The carrying amounts of financial instruments not measured at fair value, including cash and cash equivalents, short-term bank deposits, trade receivables, trade payables and short term loans, approximate their fair value due to the short-term maturities of such instruments. The carrying amount of long-term loans approximates their fair value.

s. Basic and diluted net income per share:

Basic net income per share ("Basic EPS") is computed by dividing net income attributable to ordinary shareholders by the weighted average number of ordinary shares outstanding during the period.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

s. Basic and diluted net income per share (Cont.):

Diluted net income per share ("Diluted EPS") gives effect to all dilutive potential ordinary shares outstanding during the period. The computation of Diluted EPS does not assume conversion, exercise or contingent exercise of securities that would have an anti-dilutive effect on earnings. The dilutive effect of outstanding stock options is computed using the treasury stock method. For the year ended December 31, 2015 there were 786,900 outstanding stock options that were excluded from the computation of Diluted EPS, that would have had an anti dilutive effect if included. For the years ended December 31, 2014 and 2013 no outstanding options were excluded from the computation of Diluted EPS.

t. Comprehensive income and accumulated other comprehensive income:

Comprehensive income consists of two components, net income and other comprehensice income ("OCI"). OCI refers to revenue, expenses, and gains and losses that under U.S. GAAP are recorded as an element of shareholders' equity but are excluded from net income. Company's OCI consists of foreign currency translation adjustments from those subsidiaries not using the USD as their functional currency and net deferred gains and losses on certain derivative instruments accounted for as cash flow hedges.

The total accumulated other comprehensive income ("AOCI"), net was comprised as follows:

	December 31,	
	2015	2014
Accumulated losses on derivative instruments	$ 20	$ (1,334)
Accumulated foreign currency translation differences	(1,912)	800
Total accumulated other comprehensive income, net	$ (1,892)	$ (534)

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

t. Comprehensive income and accumulated other comprehensive income (Cont.):

The following table summarizes the changes in AOCI, net of taxes for the year ended:

	Unrealized gains (losses) on derivative instruments	Accumulated foreign currency translation differences	Total
Balance at December 31, 2013	$ -	$ 3,680	$ 3,680
Other comprehensive income (loss) before reclassifications	(2,168)	(2,880)	(5,048)
Amounts reclassified from AOCI	834	-	834
Net current period OCI	(1,334)	(2,880)	(4,214)
Balance at December 31, 2014	$ (1,334)	$ 800	$ (534)
Other comprehensive income (loss) before reclassifications	(10)	(2,712)	(2,722)
Amounts reclassified from AOCI	1,364	-	1,364
Net current period OCI	1,354	(2,712)	(1,358)
Balance at December 31, 2015	$ 20	$ (1,912)	$ (1,892)

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

t. Comprehensive income and accumulated other comprehensive income (Cont.):

The following table shows the amounts reclassified from AOCI into the Consolidated Statements of Operations, and the associated financial statement line item, for 2015 and 2014:

Affected line item in the consolidated statement of income	2015	2014
Cost of revenues	$ 1,105	$ 692
Research and development	27	17
Marketing and selling	109	67
General and administrative	123	58
	$ 1,364	$ 834

u. Accounting for stock-based compensation:

1. The Company accounts for stock-based compensation in accordance with ASC 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires companies to estimate the fair value of equity-based payment awards on the date of grant using an option-pricing model.

The Company accounts for employees' share-based payment awards classified as equity awards using the grant-date fair value method. The fair value of share-based payment transactions is recognized as an expense over the requisite service period, net of estimated forfeitures. The Company estimates forfeitures based on historical experience and anticipated future conditions. The Company elected to recognize compensation expense for an award that has a graded vesting schedule using the accelerated method.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

u. Accounting for stock-based compensation (Cont.):

1. Cont.

The exercise price of each option is generally the fair market value on the date of the grant. Options generally become exercisable over approximately three to four-year period, subject to the continued employment of the employee. All options expire 7 years from the date of grant. In addition, commencing in 2015 the Company granted certain of its employees and officers with restricted stock units ("RSUs"). RSUs vest over an approximate four year period of employment from the grant date. The RSUs are measured at the grant date based on the market value of Company's common stock. RSUs that are cancelled or forfeited become available for future grants.

In 2015, the Company estimated the fair value of stock options granted using the Black-Scholes option pricing model with the following weighted average assumptions:

	2015
Dividend yield	0%
Expected volatility	41.1%
Risk-free interest rate	1.2%
Expected life (in years)	3.98

The Company used volatility data of comparable companies with similar characteristics to the Company for calculating volatility in accordance with ASC 718. The computation of historical volatility was derived from the comparable companies' historical volatility for similar contractual terms.

The computation of risk free interest rate is based on the rate available on the date of grant of a zero-coupon U.S. government bond with a remaining term equal to the expected term of the option.

The expected term of options granted is calculated using the simplified method (being the average between the vesting periods and the contractual life of the options). The Company currently uses the simplified method as adequate historical experience is not available to provide a reasonable estimate.

The dividend yield is zero, due to a dividend adjustment mechanism with respect to the exercise price upon payment of a dividend.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

u. Accounting for stock-based compensation (Cont.):

2. Phantom share based payment:

During 2014, the Company granted several of its employees a right to a bonus payment based on an increase in the Company's share value (the "phantom award") under which the employees are entitled to receive in cash or shares the difference between exercise price, subject to adjustments for dividend distributions made until the actual payment of the bonus and the value of the Company's ordinary shares with such bonus right vesting over a four-year period on an annual basis.

According to ASC 718-10, "instruments that are required to be cash-settled (e.g., cash-settled stock appreciation rights) or require cash settlement on the occurrence of a contingent event that is considered probable" should be treated as a liability. As such, in this case the share-based compensation is accounted for as a liability award. According to ASC 718-10, in connection with the measurement of the liability settlement, the value of the award should be measured each reporting date until settlement. The fair value of the phantom award was calculated using the Binominal option pricing model.

On October 27, 2015, the Company's board of directors approved the grant of stock options and RSUs as a partial replacement for the phantom awards previously granted during 2014.

A change in the terms or conditions of the phantom awards is accounted for as a modification under ASC 718. On the date of modification, the amounts previously recorded as a share-based compensation liability are reclassified and recorded as a component of equity by a credit to additional paid-in capital. The Company reclassified $195 pursuant to the modification. Any incremental fair value, if any, of the modified award over the fair value of the original award immediately before its terms are modified is recognized over the remaining requisite service period.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

u. Accounting for stock-based compensation (Cont.):

The Company estimated the fair value of the remaining phantom awards, using the binominal option pricing model with the following weighted average assumptions:

	December 31,	
	2015	2014
Dividend yield	0%	0%
Expected volatility	39.2%	45.0%
Risk-free interest rate	1.8%	1.9%
Expected life (in years)	5.2	6.3

As of December 31, 2015 and 2014 , the Phantom liability balance was $538 and $1,555, respectively, and there was $52 of total unrecognized compensation cost related to the phantom award.

v. Redeemable non-controlling interest:

The Company is party to a put and call arrangement with respect to the remaining 45% non-controlling interest in Caesarstone Canada, Inc. Due to the existing put and call arrangements, the non-controlling interest is considered to be redeemable and is recorded on the balance sheet as a redeemable non-controlling interest outside of permanent equity. The redeemable non-controlling interest is recognized at the higher of: i) the accumulated earnings associated with the non-controlling interest, or ii) the redemption value as of the balance sheet date.

The following table provides a reconciliation of the redeemable non-controlling interest:

	December 31,		
	2015	2014	2013
Beginning of the year	$ 8,715	$ 7,624	$ 7,106
Net income attributable to non-controlling interest	1,692	1,820	1,009
Foreign currency translation adjustments	(1,566)	(729)	(491)
Redeemable non-controlling interest - end of the year	$ 8,841	$ 8,715	$ 7,624

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

w. Capitalized software costs:

The Company follows the accounting guidance specified in ASC 350-40, "Internal-Use Software". The Company capitalizes costs incurred in the acquisition or development of software for internal use, including the costs of the software, materials, and consultants incurred in developing internal-use computer software, once final selection of the software is made. Costs incurred prior to the final selection of software and costs not qualifying for capitalization are charged to expense. Capitalized software costs are amortized on a straight-line basis over it's useful life.

x. Contingencies:

The Company is involved in various product liability, commercial, government investigations, environmental claims and other legal proceedings that arise from time to time in the course of business. The Company records accruals for these types of contingencies to the extent that the Company concludes their occurrence is probable and that the related liabilities are estimable. When accruing these costs, the Company will recognize an accrual in the amount within a range of loss that is the best estimate within the range. When no amount within the range is a better estimate than any other amount, the Company accrues for the minimum amount within the range. The Company records anticipated recoveries under existing insurance contracts that are probable of occurring at the amount that is expected to be collected. Legal costs are expensed as incurred.

y. Impact of recently issued accounting standards

1. In May 2014, the FASB issued ASU No. 2014-09 related to revenue recognition. This new standard will replace all current GAAP guidance on this topic and eliminate all industry-specific guidance. The new revenue recognition guidance provides a unified model to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. This guidance can be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. In 2015, the FASB issued guidance to defer the effective date to fiscal years beginning after December 15, 2017 with early adoption for fiscal years beginning December 15, 2016. The Company is evaluating the impact of adopting this new accounting guidance on its consolidated financial statements.

U.S. dollars in thousands (except share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

y. Impact of recently issued accounting standards (Cont.):

2. In July 2015, the FASB issued ASU No. 2015-11, "Inventory (Topic 330), Simplifying the Measurement of Inventory". Under this ASU, the measurement principle for inventory will change from lower of cost or market value to lower of cost and net realizable value. The ASU defines net realizable value as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The ASU is applicable to inventory that is accounted for under the first-in, first-out method and is effective for reporting periods after December 15, 2016, with early adoption permitted. The Company is evaluating the impact of adopting this new accounting guidance on its consolidated financial statements.

3. In November 2015, the FASB issued ASU No. 2015-17 related to balance sheet classification of deferred taxes. The new guidance requires that deferred tax assets and liabilities be classified as noncurrent in a classified statement of financial position. The new standard is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016. Early adoption is permitted. The adoption of this standard is not expected to have a material impact on Company's consolidated financial statements.

4. In February 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842) that will supersede current guidance related to accounting for leases. The guidance is intended to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The standard will be effective for the first interim period within annual periods beginning after December 15, 2018, with early adoption permitted. The standard is required to be adopted using the modified retrospective approach. The Company is evaluating the impact that adopting this guidance will have on its consolidated financial statements.

NOTE 3:- OTHER ACCOUNTS RECEIVABLE AND PREPAID EXPENSES

	December 31,	
	2015	2014
Prepaid expenses	$ 1,760	$ 2,296
Government authorities	10,459	5,765
Deferred tax assets	11,249	8,384
Advances to suppliers	2,976	2,480
Derivatives	2,060	2,479
Other receivables (see also note 10)	3,726	1,325
	$ 32,230	$ 22,729

U.S. dollars in thousands (except share data)

NOTE 4:- INVENTORIES

	December 31,	
	2015	2014
Raw materials	$ 24,218	$ 15,439
Work-in-progress	1,422	726
Finished goods	69,839	64,047
	$ 95,479	$ 80,212

NOTE 5:- PROPERTY, PLANT AND EQUIPMENT, NET

	December 31,	
	2015	2014
Cost:		
Machinery and manufacturing equipment, net(1)	$ 218,610	$ 173,937
Office equipment and furniture	12,757	8,633
Motor vehicles	855	948
Buildings and leasehold improvements	99,607	77,281
Prepaid expenses related to operating lease(2)	939	939
	332,768	261,738
Accumulated depreciation	107,330	88,745
Depreciated cost	$ 225,438	$ 172,993

(1) Presented net of investment grants received in 2004, 2005 and 2006 years, in the total amount of $7,200.

(2) Until 2012, the Company leased land from the Israel Lands Administration ("ILA") for its Bar-Lev manufacturing facility. The lease term started on February 6, 2005. The lease is for an initial non-cancellable term of 49 years, with a renewal option of an additional 49 years. The Company analyzed the conditions set forth in ASC 840-10 and classified the land as an operating lease (since the land is not transferred to the Company at the end of the lease nor is there any option to buy the land from the ILA at any point). All payments on account of the initial term were paid in advance (based on discounted values) at the beginning of the lease, and included in the minimum lease payments to be amortized. The prepaid expenses are amortized through the term of the lease, based on the straight-line method (including the bargain renewal option term). See also note 13(d).

In 2014, the Company derecognized fully depreciated property, plant and equipment that will not be used, in a total amount of $2,003.

Depreciation expense were $19,243, $13,974 and $11,626 for the years ended December 31, 2015, 2014 and 2013, respectively.

U.S. dollars in thousands (except share data)

NOTE 6:- OTHER INTANGIBLES ASSETS

	December 31,	
	2015	2014
Original amounts:		
Non-compete agreement	$ 1,453	$ 1,672
Distribution relationships	1,594	1,698
Customer relationships	5,910	6,588
Distribution agreement	14,606	14,616
	23,563	24,574
Accumulated amortization:		
Non-compete agreement	(1,434)	(1,646)
Distribution relationships	(1,305)	(1,311)
Customer relationships	(4,962)	(4,458)
Distribution agreement	(8,979)	(7,100)
	(16,680)	(14,515)
Total other intangibles assets	$ 6,883	$ 10,059

(1) Amortization expense amounted to $3,091, $3,202 and $3,368 for the years ended December 31, 2015, 2014 and 2013, respectively.

(2) Estimated amortization expenses for the following years as of December 31, 2015:

2016	$ 2,338
2017	2,304
2018	2,241
	$ 6,883

U.S. dollars in thousands (except share data)

NOTE 7:- GOODWILL

The changes in the carrying amount of goodwill for the years ended December 31, 2015 and 2014 are as follows:

Balance as of December 31, 2013	$ 39,702
Foreign currency translation adjustments	(1,742)
Balance as of December 31, 2014	$ 37,960
Foreign currency translation adjustments	(2,139)
Balance as of December 31, 2015	$ 35,821

NOTE 8:- SHORT-TERM BANK CREDIT

a. Short-term bank credit and loans are classified as follows:

	Currency	Weighted average interest December 31,		December 31,	
		2015	2014	2015	2014
		%			
Short-term bank credit	CAD	3.04	-	$ 3,241	$ -

b. As of December 31, 2015 and 2014, the Company had short-term and revolving credit lines of approximately $11,785 (out of which $3,241 million were utilized as presented in the table above) and $9,863 (none of which were utilized), respectively, from Israeli and Canadian banks. The Company's current credit lines, if not extended, will expire in December, 2016 in Israeli banks and in July, 2016 in Canadian bank.

NOTE 9:- ACCRUED EXPENSES AND OTHER LIABILITIES

	December 31,	
	2015	2014
Employees and payroll accruals	$ 10,438	$ 10,582
Accrued expenses	7,138	7,394
Advances from customers	574	42
Taxes payable	2,647	1,915
Warranty provision	1,239	1,475
Derivatives	1,421	2,900
Phantom share based payment	390	750
Legal settlements and loss contingencies (see also note 10)	3,647	-
Other	492	716
	$ 27,986	$ 25,774

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES

a. Legal proceedings and contingencies:

Claim by former South African distributor

In December 2007, the Company terminated its agency agreement with its former South African agent, World of Marble and Granite ("WOMAG"), on the basis that WOMAG had breached the agreement. In the same month, the Company filed a claim for NIS 1.0 million (approximately $257) in the Israeli District Court in Haifa based on such breach. WOMAG has contested jurisdiction of the Israeli District Court, but subsequent appellate courts have dismissed WOMAG's claims. In January 2008, WOMAG filed suit in South Africa seeking EURO 15.7 million (approximately $17,060). In September 2013, the South African Court determined that since a proceeding on the same facts was pending before another court (lis alibis pendens), the South African Court will stay the matter until the conclusion of the Israeli action. In December 2013, the magistrate's court in Israel held that the Company was not entitled to terminate the agreement with WOMAG as it was not breached by WOMAG. As the district court dismissed the Company's appeal of the decision of the magistrate's court, the Company has agreed with WOMAG to submit the matter to arbitration, which is to take place in South Africa in 2016. In October 2015, WOMAG amended its claim, seeking a reduced amount of approximately EURO 7.1 million (approximately $7,727) and approximately South Africa RAND 43.7 million (approximately $2,808). Although the Company intends to vigorously defend the case in the South African court, the Company believes it has provided an adequate reserve for this claim.

Claims related to alleged silicosis injuries

Overview

The Company is subject to a number of claims in Israel mainly by fabricators or their employees alleging that they contracted illnesses, including silicosis, through exposure to silica particles during cutting, polishing, sawing, grinding, breaking, crushing, drilling, sanding or sculpting Company's products.

Individual Claims

As of December 31, 2015, the Company is subject to 71 pending claims of bodily injury that have been in Israel since 2008 against the Company directly, or that have named the Company as third-party defendant by fabricators or their employees in Israel, by the injured's successors, by the State of Israel or by others (see also table below). The Company have also received nine pre-litigation demand letters on behalf of certain fabricators in Israel. Each of the claims named other defendants, such as fabricators that employed the plaintiffs, the Israeli Ministry of Industry, Trade and Employment, distributors of the Company's products, insurance companies and insurance brokers.

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

Claims related to alleged silicosis injuries (Cont.):

Individual Claims (Cont.):

Various arguments are raised in the claims, including among others product liability arguments and failure to provide warnings regarding the risks associated with silica dust generated by the fabrication of the Company's products. Most of the claims do not specify a total amount of damages sought, as the plaintiff's future damages will be determined at trial; A claim filed with the Magistrates court in Israel is limited to a maximum of NIS 2.5 million (approximately $641) plus any fees, and among the 71 pending claims filed against the Company in Israel, 45 claims were filed in the Magistrates court. A claim filed in the District court is not subject to such limitation. As a result, there is uncertainty regarding the total amount of damages that may ultimately be claimed.

During 2015, the Company reassessed the expected outcome of the individual product liability claims following Company's consent to several settlements. In addition the Company entered into an agreement with the State of Israel, with the approval of it's insurance carriers, related to product liability individual claims (not including the claim seeking class action status). Under the agreement, without admitting any liability, the Company and the State of Israel has agreed to cooperate in dealing with the claims. If either the Company or the State of Israel is found liable for damages, the Company has agreed to an apportionment of those damages. Based on the above, the Company assessed, based also on its legal advisors' opinion, that contingent losses related to the product liability individual claims are probable, pursuant to ASC 450, an accrual has been recorded for the loss contingencies related to such claims.

In order to reasonably estimate the losses in the product liability claims, the Company performed a case-by-case analysis of the relevant facts with its legal advisors. The Company will continue to regularly monitor changes in facts for each individual claim and will update its best estimate if required. Accordingly, the Company recorded during 2015 a reserve for the product liability individual claim of $14,837, of which $3,647 is reported in accrued expenses and other liabilities and $11,190 is in long-term liabilities based on the expected timing of each claim will be resolved.

U.S. dollars in thousands (except share data)

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

Individual Claims (Cont.):

A summary of cumulative silicosis product liability claims activity follows:

	2015	2014	2013
Open claims, January 1	54	27	20
New claims	19	28	8
Settled and dismissed claims	(2)	(1)	(1)
Open claims, December 31	71	54	27

The Company maintains insurance for product liability claims, including silicosis claims. The Company has purchased insurance policies for the period from 2008-2015 from several insurance carriers that provide coverage for product liability losses, subject to certain terms and conditions, and the related defense costs up to a certain limit per policy year.

The Company records insurance receivables for the amounts that are covered by insurance less deductibles. During 2015, as in prior years, Company's insurance carriers made payments to all settled product liability claims and for related defense costs. The Company paid the deductible amounts for the settled claims per policy.

The collectability of the Company's insurance receivables is regularly evaluated and the amounts recorded are probable of collection. This conclusion is based on analysis of the terms of the underlying insurance policies, experience in successfully recovering individual product liability claims from Company's insurers, the financial ability of the insurance carriers to pay the claims and the relevant facts and applicable law.

As of December 31, 2015, the insurance receivable is $10,183, of which $3,567 is reported in the other accounts receivable and prepaid expenses and $6,616 is in other long-term receivables.

The difference between individual claims liability and related insurance recievables is recorded in the legal settelments and loss contingencies in the amount of $4,654 , which reflects the deductible amounts and claims not covered.

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

Individual Claims (Cont.):

December 2013 Judgment

In December 2013, a judgment was entered by the Central District Court of Israel in one of the lawsuits, according to which the Company was found to be comparatively liable for 33% of the plaintiff's total damages. The remaining liability was imposed on the plaintiff at 40%, as contributory negligence, and on the Israeli Ministry of Industry at 27%. The total damages of the plaintiff (before the reduction of contributory damages) were found by the court to be NIS 5.3 million (approximately $1,400). Since the plaintiff received payments from the National Insurance Institute ("NII"), such payments were subtracted from the total damages after reduction of the damages contributed to the plaintiff's contributory negligence. However, under Israeli law, under certain condition a plaintiff may be awarded as compensation from third party injurers, other than his employer, at least 25% of the damages claimed even if the payments that the plaintiff received from the NII equal to or exceed the actual damages of the plaintiff after deducting his contributory liability. Accordingly, in the above claim, the court awarded the plaintiff additional compensation of approximately NIS 800,000 (approximately $206) plus legal fees and expenses, which reflected 25% of the plaintiff actual damages, after deducting the plaintiff's contributory negligence. After giving effect to the Israeli Ministry of Industry's comparative responsibility, the total liability imposed on the Company in this case was NIS 436,669 (approximately $112) plus the claimant's legal expenses. Such amount was fully paid by Company's insurer in January 2014 (apart from Company's deductible). The Company, as well as the Israeli Ministry of Industry and the plaintiff, appealed the judgment to the Israeli Supreme Court.

During 2015, the Supreme Court accepted the request of the parties (other than the distributor) to cancel all the findings made by the District Court, except for its decision not to impose liability on the distributor, which will be subject to a further hearing at the Supreme Court. As part of the cancelation of the District Court's judgment, out of court settlements were reached between the parties.

Class Action

In April 27, 2014, a lawsuit by single plaintiff and a motion for the recognition of this lawsuit as a class action was filed against the Company in the Central District Court in Israel. The plaintiff alleges that, if the lawsuit is recognized as a class action, the claim against the Company is estimated to be NIS 216 million (approximately $55,356). In addition, the claim includes an unstated sum in compensation for special and general damages.

The Company intends to vigorously contest recognition of the lawsuit as a class action and to defend the lawsuit on its merits, although, considering the preliminary stage of this lawsuit, there can be no assurance as to the probability of success or the range of potential exposure, if any. As of December 31, 2015, no provision was provided for the loss contingencies.

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

Individual Claims (Cont.):

Arbitration proceeding with Microgil Agricultural Cooperative Society Ltd .

In November 2011, Kfar Giladi and Microgil (the "claimants"), initiated arbitration proceedings against the Company that commenced in April 2012. The claimants filed a claim against the Company in arbitration for NIS 232.8 million ($59.7 million) for alleged damages and losses incurred by them in connection with a breach of Processing Agreement by the Company. In August 2012, the Company filed a claim against the claimants in arbitration for NIS 76.6 million ($19.6 million) for damages incurred by the Company in connection with claimants malfunctioning operations, breach of the agreement and the understanding between the parties regarding the agreement after it was terminated, inventory which was not returned to the Company and was unaccounted for and an unpaid loan, which was granted by the Company to the claimants.

The arbitration arises out of a dispute related to the Processing Agreement that the Company entered into with the claimants in June 2006 pursuant to which the claimants committed to establish a production facility at their own expense within 21 months of the date of the Processing Agreement to process quartz for the Company and for other potential customers. Pursuant to the Processing Agreement, the Company committed to pay fixed prices for quartz processing services related to agreed-upon quantities of quartz over a period of ten years from the date set for the claimants to commence operating the production facility. The Company estimates that the total amount of such payments would have been approximately $55,000. It is Company's position that the production facility established by the claimants was not operational until approximately two years after the date required by the Processing Agreement. As a result, the Company was unable to purchase the minimum quantities set forth in the Processing Agreement and therefore acquired the quantities of ground quartz needed from other quartz suppliers.

In January 2012, claimants notified that they had closed their production facility as a result of Compnay's breach of the Processing Agreement. It is Company's position that the Processing Agreement was terminated by the Company following it's breach by the claimants. The Company contends that the purchases of ground quartz in 2010 and 2011 were made pursuant to new understandings reached between the parties and not pursuant to the Processing Agreement. The claimants alleged that the Processing Agreement was still in effect and that the Company did not meet the contractual commitments under the Processing Agreement to order the minimum annual quantity. In addition, once production began, the Company contends that the claimants failed to consistently deliver the required quantity and quality of ground quartz as agreed by the parties.

The Company also contends that the claimants are responsible for not returning unprocessed quartz that the Company provided to them, including quartz that is currently in the claimants' possession and additional quartz that is unaccounted for.

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

***Arbitration proceeding with Microgil Agricultural Cooperative Society Ltd* . (Cont.)**

In November 2015, the claimants filed a motion to require the Company to deposit a bond in the amount of NIS 100 million (approximately $25.6 million) and asking for an injunction to prevent the disposition of assets, plants and equipment valued at no less than NIS 149.2 million (approximately $38.2 million), in order to ensure their ability to collect the compensation they may be eligible to receive as a result of the arbitration.

The Company believes that such motion is groundless and applied for its dismissal, however there can be no assurance that such motion shall be dismissed. The Company intends to defend the arbitration vigorously and to seek damages from the claimants for damage caused.

Claim by the Israel Ministry of the Protection of the Environment

In January 2010, the Israel Ministry of the Protection of the Environment ("IMPE") ordered the Company to remove sludge waste that was disposed of in 2009 in a number of locations in northern Israel claiming that such disposal was unlawful. The Company has engaged in discussions with the IMPE with respect to which sites will require waste removal. The Company performed a feasible and practical clean-up project and currently in the opinion that its clean-up project was sufficient and it has no further exposure in this respect.

The Company has also been required by the IMPE to comply with the applicable requirements under the law and regulations related to styrene gas emission at both of its plants in Israel. In December 2013, the Company completed the installation of a system in its Bar-Lev manufacturing facility to reduce styrene emission and following which the Company has better control of the styrene emission in the Bar-Lev manufacturing facility and the Company presented to IMPE a plan to further improve its control of styrene emission and comply with the styrene gas emission standards With respect to the Sdot-Yam manufacturing facility the IMPE has summoned the Company in January 2014 to a hearing to address allegations that, based on the IMPE’s procurement of several gas emission samplings, the Company exceeded the air ambient standards. Following the hearing, and although the IMPE acknowledged that the Company was in the process of installing measures to comply with the styrene gas emission standards, the IMPE decided to recommend the conducting of investigation with respect to the allegation that the Company exceeded from the threshold of styrene air ambient standards during 2013. During 2014, applied measures to correct the styrene air ambient standards which the Company believe should conclusively solve any exceeded emission of styrene gas. In 2015, the Company continued to control styren emission levels through strict maintenance and compliance with work processes. However, the IMPE has recently indicated that it intends to conduct unannounced inspections of the Company’s facilities and if not fully complied with the styrene emission standards, Compnay’s business license may be revoked, facilities may be shutdown and the Company may be subject to civil and criminal sanctions.

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

a. Legal proceedings and contingencies (Cont.):

Other Regulation

Legal Procedure and a hearing by the Israeli Ministry of Economy and Industry with respect to Israeli Hours of Work and Rest Law, 1951 and the employment of Jewish employees on Saturdays.

The Company is subject to the Israeli Hours of Work and Rest Law, 1951 ("Rest Law"), which forbids the employment of Jewish employees on Saturdays and Jewish holidays, unless a permit is obtained from the Israeli Ministry of Economy and Industry. Company's employees, including Jewish and other employees, work in three shifts a day of an average length of eight hours each, seven days a week. On September 20, 2014, an inspection of the Israeli Ministry of Economy and Industry in the Bar-Lev manufacturing facility has found three Jewish employees employed on a Saturday. Following this inspection the Company was summoned to a hearing by the Israeli Ministry of Economy and Industry. On January 24, 2016, the Company received a permit to from the Israeli Ministry of Economy and Industry to employ Jewish employees on Saturdays and Jewish holidays in Sdot-Yam facility, effective until December 31, 2017. In Bar-Lev facility, the Jewish employees do not work on Saturdays and Jewish holidays, while the non-Jewish employees are employed on such days. If the Company is deemed to be in violation of the rest law, the Company and its officers may be exposed to administrative and criminal liabilities, including fines.

Securities Class Action Claim

On August 25, 2015, a purported purchaser of Company’s ordinary shares filed a proposed class action in the United States District Court for the Southern District of New York asserting, among other things, that the Company and two of its officers violated Sections 10(b) and 20(a) of the Exchange Act, and Rule 10b–5 promulgated under the Exchange Act, by allegedly making false and misleading statements about the Company’s business. The complaint seeks an unspecified amount of damages on behalf of purchasers of Company’s securities between March 25, 2013 and August 18, 2015. On January 15, 2016, the plaintiff filed an amended complaint that asserted similar claims, but that seeks damages on behalf of purchasers of the Company’s securities between February 12, 2014 and August 18, 2015. On February 26, 2016, the Company filed a motion to dismiss the amended complaint. Expenses incurred as a result of this claim will be covered under the Company’s directors and officers liability insurance policy, subject to deductible and to coverage terms and limits. Although the early stages of the claim and the inability to estimate the Company's exposure thereunder, if any, the Company believes this claim is without merit and intends to contest it vigorously.

From time to time, the Company is involved in other legal proceedings and claims in the ordinary course of business related to a range of matters. While the outcome of these other claims cannot be predicted with certainty, the Company's management does not believe that any such claims or all of them together will have a material effect on the Company's consolidated financial statements.

U.S. dollars in thousands (except share data)

NOTE 10:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

b. Operating lease commitments:

The land and certain of the Company's facilities and vehicles are leased under operating lease agreements. Future minimum lease commitments under non-cancellable operating leases for the specified periods ending after December 31, 2015 are as follows:

2016	$ 13,075
2017	11,698
2018	10,040
2019	8,593
2020	6,617
2021 and thereafter	46,266
Total	$ 96,289

Lease expenses, for the years ended December 31, 2015, 2014 and 2013 were approximately $12,109, $11,545 and $12,608, respectively.

c. Purchase obligation:

The Company's significant contractual obligations and commitments as of December 31, 2015 are summarized in the following table:

2016 (1)	$ 3,808
2017 and thereafter	-
	$ 3,808

(1) Consists of purchase obligations to certain suppliers.

d. Pledges and guarantees:

1. As of December 31, 2015, the Company had outstanding guarantees and letters of credit with various expiration dates in a principal amount of approximately $1,210, related to facilities, vehicle leases and other miscellaneous guarantees.

2. Company's credit facilities provided by banks in Israel are secured with a “Negative floating pledge”, whereby the Company committed not to pledge or charge and not to undertake to pledge or charge its general floating assets.

3. To secure the Company's liabilities to a bank in Canada, Caesarstone Canada Inc. has provided a security interest on certain of its inventory and other tangible and intangible assets.

NOTE 11:- TAXES ON INCOME

a. Israeli taxation:

1. Corporate tax rate:

The corporate tax rate in Israel was 26.5% in 2015 and 2014, and 25% in 2013.

On January 4, 2016, the Israeli Parliament's Plenum approved by a second and third reading the Bill for Amending the Income Tax Ordinance (No. 217) (Reduction of Corporate Tax Rate) which consists of the reduction of the corporate tax rate from 26.5% to 25%, effective January 1, 2016.

2. Foreign Exchange Regulations:

Commencing in taxable year 2014, the Company has elected to measure its taxable income and file its tax return under the Israeli Income Foreign Tax Regulations. Under the Foreign Exchange Regulations, an Israeli company must calculate its tax liability in U.S. Dollars according to certain orders and then translated into NIS according to the exchange rate as of December 31st of each year. For taxable years up to 2013, the Company measured its taxable income and filed its tax returns in NIS.

3. Tax benefits under Israel's Law for the Encouragement of Industry (Taxes), 1969:

The Company is an "Industrial Company," as defined by the Law for the Encouragement of Industry (Taxes), 1969, and as such, the Company is entitled to certain tax benefits, primarily amortization of costs relating to know-how and patents over eight years, accelerated depreciation and the right to deduct public issuance expenses for tax purposes.

NOTE 11:- TAXES ON INCOME (Cont.)

a. Israeli taxation (Cont.):

4. Tax benefits under the Law for the Encouragement of Capital Investments, 1959:

According to the Law for the Encouragement of Capital Investments, 1959 (the "Encouragement Law"), the Company is entitled to various tax benefits by virtue of the "Preferred Enterprise" status granted to its enterprises, in accordance with the Encouragement Law.

The Company chose to be taxed according to the "Preferred Enterprise" track under Amendment No. 68 to the Encouragement Law (the "Amendment No. 68"). In order to implement Amendment No. 68 and to be taxed under the "Preferred Enterprise" track, the Company waived the tax benefits of the previous tracks -"Approved Enterprise" and "Beneficiary Enterprise" - under the Encouragement Law, starting from the 2011 tax year.

The principal benefits by virtue of the Encouragement Law are the following:

Tax benefits and reduced tax rates under the Preferred Enterprise track:

In order to receive benefits as a "Preferred Enterprise," Amendment No. 68 states certain conditions must be met. The basic condition for receiving the benefits under Amendment No. 68 is that the enterprise contributes to the country's economic growth and is a competitive factor for the gross domestic product (a "competitive enterprise"). In order to comply with this condition, the Encouragement Law prescribes various requirements. As for industrial enterprises, in each tax year, one of the following conditions must be met:

1. Its main field of activity is biotechnology or nanotechnology as approved by the Head of the Administration of Industrial Research and Development.

2. The industrial enterprise's sales revenues in a specific market during the tax year do not exceed 75% of its total sales for that tax year. A "market" is defined as a separate country or customs territory.

3. At least 25% of the industrial enterprise's overall revenues during the tax year were generated from the enterprise's sales in a specific market with a population of at least 14 million starting from 2012 tax year.

NOTE 11:- TAXES ON INCOME (Cont.)

a. Israeli taxation (Cont.):

The tax rate on preferred income form a Preferred Enterprise in 2014 and onwards is 16% and in development area A - 9%. In 2013, the tax rate on preferred income from a Preferred Enterprise is 12.5% and in development area A - 7%.

The Amendment also prescribes that any dividends distributed to individuals or foreign residents from the preferred enterprise's earnings as above will be subject to tax at a rate of 20% from 2014 and onwards (or a reduced rate under an applicable double tax treaty). Upon a distribution of a dividend to an Israeli company, no withholding tax is remitted.

Since the Company chose to apply the provisions of Amendment No. 68, by submitting the waiver form before June 30, 2015, the Company is eligible to distribute taxed earnings derived from a Beneficiary Enterprise and/or Approved Enterprise to an Israeli company without being subject to withholding tax.

In development area A, in addition to the tax benefits, as mentioned above, some of the Company's facilities are eligible for grants at rate of 20% and/or loans, subject to an approval of the Israeli Investment Center.

Accelerated depreciation:

The Company is eligible for a deduction of accelerated depreciation on machinery and equipment used by the Approved Enterprise or the Beneficiary Enterprise or the Preferred Enterprise at a rate of 200% (or 400% for buildings) from the first year of the asset's operation.

NOTE 11:- TAXES ON INCOME (Cont.)

a. Israeli taxation (Cont.):

Conditions for entitlement to benefits:

The above mentioned benefits are contingent upon the fulfillment of the conditions stipulated by the Encouragement Law, regulations published thereunder and the letters of approval for the investments in the Preferred Enterprises, as discussed above. Non-compliance with the conditions may cancel all or part of the benefits and require a refund of the amount of the benefits, including interest. The Company's management believes that the Company is meeting the aforementioned conditions.

Of the Company's retained earnings as of December 31, 2015, approximately $19,828 is tax-exempt earnings attributable to its Approved Enterprise programs and $15,494 is tax-exempt earnings attributable to its Beneficiary Enterprise program. The tax-exempt income attributable to the Approved and Beneficiary Enterprises cannot be distributed to shareholders without subjecting the Company to taxes. If dividends are distributed out of tax-exempt profits, the Company will then become liable for tax at the rate applicable to its profits from the Approved Enterprise in the year in which the income was earned, as if it was not under the "Alternative benefits track" (taxed at the rate of no more than 26.5% as of December 31, 2015). Under the Encouragement Law, tax-exempt income generated under the Beneficiary Enterprise status or the Approved Enterprise status will be taxed, among other things, upon a dividend distribution or complete liquidation in accordance with the Encouragement Law. The Company's policy is not to distribute such dividends from tax-exempt income derived from Approved/Beneficiary Enterprises.

As of December 31, 2015, if the income attributed to the Approved Enterprise would have been distributed as a dividend, the Company would have incurred a tax liability of approximately $5,254. If income attributed to the Beneficiary Enterprise would have been distributed as a dividend, including upon liquidation, the Company would have incurred a tax liability of approximately $4,106. These amounts would be recorded as an income tax expense in the period in which the Company decides to declare the dividend.

U.S. dollars in thousands (except share data)

NOTE 11:- TAXES ON INCOME (Cont.)

b. Non-Israeli subsidiaries taxation:

Non-Israeli subsidiaries are taxed based on tax laws in their countries of residence.
Statutory tax rates for Non-Israeli subsidiaries are as follows:
Company incorporated in United States - 40% tax rate.
Company incorporated in Australia - 30% tax rate.
Company incorporated in Singapore - 17% tax rate.
Company incorporated in Canada – 26.39% tax rate.

Israeli income taxes and foreign withholding taxes were not provided for undistributed earnings of the Company's foreign subsidiaries (excluding the Company's subsidiary in Canada). The Company intends to reinvest these earnings indefinitely in the foreign subsidiaries. Accordingly, no deferred income taxes have been provided. If these earnings were distributed to Israel in the form of dividends or otherwise, the Company would be subject to additional Israeli income taxes (subject to an adjustment for foreign tax credits) and foreign withholding taxes.

c. Deferred income taxes:

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

	December 31,	
	2015	2014
Deferred tax assets (liability):		
Intangible assets	$ -	$ 110
Other temporary differences (1)	6,349	5,636
Temporary differences related to inventory	1,755	637
Phantom award	21	53
Unrealized profit from sales to subsidiary	4,944	3,355
Less-valuation allowance	(310)	(331)
Total net deferred tax assets	12,759	9,460
Deferred tax liabilities		
Property and equipment	(13,734)	(3,081)
Intangible assets	(2,486)	(2,910)
Other temporary differences	(141)	(20)
Total deferred tax liabilities	(16,361)	(6,011)
Deferred tax assets (liability), net	$ (3,602)	$ 3,449

(1) Deriving mainly from the following - provision for bad debts, labor provisions, warranty provision and related party liability for tax purposes.

U.S. dollars in thousands (except share data)

NOTE 11:- TAXES ON INCOME (Cont.)

c. Deferred income taxes (Cont.):

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the schedule of reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

d. A reconciliation of the Company's effective tax rate to the statutory tax rate in Israel is as follows:

	Year ended December 31,		
	2015	2014	2013
Income before taxes on income	$ 93,301	$ 93,997	$ 74,689
Statutory tax rate in Israel	26.5%	26.5%	25%
Income taxes at statutory rate	$ 24,725	$ 24,909	$ 18,672
Increase (decrease) in tax expenses resulting from:			
Tax benefit arising from reduced rate as an "Approved Enterprise"	(13,232)	(12,482)	(11,267)
Non-deductible expenses, net	1,073	856	1,274
Adjustment for change in tax law	-	-	575
Decrease in taxes resulting from tax settlement with tax authorities	(513)	(286)	-
Tax adjustment in respect of foreign subsidiaries' different tax rates	693	634	741
Uncertain tax position	1,034	146	219
Changes in valuation allowance	(21)	(66)	97
Others	84	27	25
Income tax expense	$ 13,843	$ 13,738	$ 10,336
Effective tax rate	15%	15%	14%
Per share amounts (basic) of the tax benefit resulting from an "Approved Enterprise"	$ (0.38)	$ (0.36)	$ (0.32)
Per share amounts (diluted) of the tax benefit resulting from an "Approved Enterprise"	$ (0.37)	$ (0.35)	$ (0.32)

U.S. dollars in thousands (except share data)

NOTE 11:- TAXES ON INCOME (Cont.)

e. Income before taxes on income is comprised as follows:

	Year ended December 31,		
	2015	2014	2013
Domestic	$ 81,020	$ 82,670	$ 65,657
Foreign	12,281	11,327	9,032
	$ 93,301	$ 93,997	$ 74,689

f. Tax expenses on income are comprised as follows:

	Year ended December 31,		
	2015	2014	2013
Current taxes	$ 6,792	$ 16,318	$ 10,119
Deferred taxes	7,051	(2,580)	217
	$ 13,843	$ 13,738	$ 10,336
Domestic	$ 9,892	$ 9,646	$ 6,395
Foreign	3,951	4,092	3,941
	$ 13,843	$ 13,738	$ 10,336

g. Tax assesments:

The Company operates in multiple jurisdictions throughout the world, and its tax returns are periodically audited or subject to review by both domestic and foreign authorities. The associated tax filings remain subject to examination by applicable tax authorities for a certain length of time following the tax year to which those filings relate. The following describes the open tax years, by major tax jurisdiction, as of December 31, 2015:

Israel 2012-present
Australia 2011-present
Canada 2010-present
United States 2012-present
Singapore 2011-present

U.S. dollars in thousands (except share data)

NOTE 11:- TAXES ON INCOME (Cont.)

h. Uncertain tax positions:

The balances at December 31, 2015 and 2014 include a liability for unrecognized tax benefits of $1,442 and $417, respectively, for tax positions which are uncertain of being sustained. The accruals are with respect to the eligibility of certain income sources to the reduced tax rates under the Company's Approved Enterprise, Beneficiary Enterprise, and Preferred Enterprise programs as well as with respect to some expenses, which deduction for tax purposes is uncertain.

The Company recognizes interest and penalties related to income taxes in its tax expense line in its consolidated statements of income. The Company had approximately $37 and $20 accrued for interest payments as of December 31, 2015 and 2014, respectively.

A reconciliation of the beginning and ending balances of unrecognized tax benefits is as follows:

Gross tax liabilities at January 1, 2013	$ 1,084
Increases in tax positions for current year	151
Addition of tax position of prior years	68
Foreign currency adjustments	92
Gross tax liabilities at December 31, 2013	1,395
Increases in tax positions for current year	146
Addition of tax position of prior years	(1,076)
Foreign currency adjustments	(48)
Gross tax liabilities at December 31, 2014	417
Increases in tax positions for current year	493
Addition of tax position of prior years	541
Foreign currency adjustments	(9)
Gross tax liabilities at December 31, 2015	$ 1,442

The Company believe that an adequate provision has been made for any adjustments that may result from tax examinations. However, the outcome of tax audits cannot be predicted with certainty. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with management's expectations, The Company could be required to adjust the provision for income taxes in the period such resolution occurs. The Company does not expect uncertain tax positions to change significantly over the next 12 months, except in the case of settlements with tax authorities, the likelihood and timing of which is difficult to estimate.

U.S. dollars in thousands (except share data)

NOTE 12:- SHAREHOLDERS' EQUITY

a. The Company's share capital consisted of the following as of December 31, 2015 and 2014:

	Authorized		Issued and outstanding	
	December 31,		December 31,	
	2015	2014	2015	2014
Shares of NIS 0.04 par value:				
Ordinary shares	200,000,000	200,000,000	35,294,755	35,132,127

b. Ordinary shares-ordinary shares confer on their holders voting rights and the right to receive dividends.

c. Dividends:

The Company paid dividends in the amount of $0, $20,025 and $20,149, in 2015, 2014 and 2013, respectively, out of non-tax exempt profit under the Approved Enterprise orbeneficiary enterprise.

d. Compensation plan:

On January 1, 2011, the Board of Directors adopted the Caesarstone Sdot-Yam 2011 Incentive Compensation Plan pursuant to which non-employee directors, officers, employees and consultants may receive stock options and RSUs exercisable for ordinary shares, if certain conditions are met.

In December 2015, Company's Board of Directors approved an amendment to the 2011 Incentive Compensation Plan increasing the number of ordinary shares that may be granted under such plan by 900,000 shares.

As of December 31, 2015 , there were 1,040,585 options and restricted stock units (RSUs) outstanding under the plan and 1,304,910 shares available or reserved for future issuance under the plan.

As of December 31, 2015, there was $9,743 of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted to employees under the Company's stock option plan. That cost is expected to be recognized over a weighted-average period of 1.38 years.

U.S. dollars in thousands (except share data)

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

d. Compensation plan (Cont.):

The following is a summary of activities relating to the Company's stock options granted to employees under the Company's plan during the year ended December 31, 2015:

	Number of options	Weighted average exercise price	Aggregate intrinsic value
Outstanding - beginning of the year	401,295	$ 10.09	
Granted	784,000	37.92	
Exercised	(193,029)	9.85	
Forfeited	(6,781)	9.85	
Outstanding - end of the year	985,485	$ 32.28	$ 10,899
Options exercisable at the end of the year	103,747	$ 37.66	$ 589
Vested and expected to vest	985,485	$ 32.28	$ 10,899

The weighted average fair value of options granted during 2015 was $12.32. The intrinsic value of options exercised during 2015 was $6,465.

The intrinsic value of exercisable options (the difference between the Company's closing share price on the last trading day in fiscal 2015 and the average exercise price of in-the-money options, multiplied by the number of in-the-money options) included above represents the amount that would have been received by the option holders had all option holders exercised their options on December 31, 2015. This amount changes based on the fair market value of the Company's ordinary shares.

The following is a summary of activities relating to the Company's RSUs granted to employees under the Company's plan during the year ended December 31, 2015:

	Number of RSUs	Weighted average fair value	Aggregate intrinsic value
Outstanding - beginning of the year	-	$ -	
Granted	55,100	$ 35.04	
Exercised	-	$ -	
Forfeited	-	$ -	
Outstanding - end of the year	55,100	$ 35.04	$ 2,387
RSUs exercisable at the end of the year	-	$ -	$ -
Vested and expected to vest	55,100	$ 35.04	$ 2,387

U.S. dollars in thousands (except share data)

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

d. Compensation plan (Cont.):

The awards outstanding as of December 31, 2015 have been separated into ranges of exercise price, as follows:

	Awards outstanding			Awards exercisable		
Exercise price	Number of options	Weighted average remaining contractual life (years)	Weighted average exercise price per share	Number of options	Weighted average remaining contractual life (years)	Weighted average exercise price
$ 0.01 (RSUs)	55,100	6.83	$ 0.01	-	-	-
$ 9.85	181,485	3.22	$ 9.85	3,747	3.22	9.85
$ 14.69	20,000	3.84	$ 14.69	10,000	3.84	14.69
$ 34.60	404,000	6.82	$ 34.60	-	-	-
$ 41.37-42.96	380,000	6.73	$ 41.45	90,000	6.71	41.37
	1,040,585			103,747		

Compensation expenses related to options and RSUs granted were recorded in the consolidated statements of operations, as follows:

	December 31,	
	2015	2014
Cost of revenues	$ 121	$ 75
Research and development expenses	96	52
Selling and marketing expenses	259	210
General and administrative expenses	2,131	875
Total	$ 2,607	$ 1,212

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN

The Company's controlling shareholder, Kibbutz Sdot-Yam, established Caesarstone in 1987 and has an ownership interest in the Company of approximately 32.4%, as of December 31, 2015. Caesarstone is party to a series of agreements with the Kibbutz that govern different aspects of the Company's relationship and are described below.

a. Manpower Agreement with Kibbutz:

On July 2011, the Company entered into a manpower agreement with Kibbutz Sdot-Yam for a term of 10 years that will be automatically renewed, unless one of the parties gives six months' prior notice, for additional one-year periods.

On July 30, 2015, following the approval of Company's audit committee, compensation committee and board of directors, Company's shareholders approved an addendum to the Manpower Agreement by and between Kibbutz Sdot-Yam and the Company, with respect to the engagement of office holders affiliated with Kibbutz Sdot-Yam, for an additional three-year term as of the date of the shareholders' approval.

Under the manpower agreement and its addendum, Kibbutz Sdot-Yam will provide the Company with labor services staffed by Kibbutz members, candidates for Kibbutz membership and Kibbutz residents ("Kibbutz Appointees"). The consideration to be paid for each Kibbutz Appointee will be based on the Company's total cost of employment for a non-Kibbutz Appointee employee performing a similar role. The number of Kibbutz Appointees may change in accordance with the Company's needs. Under the manpower agreement, the Company will notify Kibbutz Sdot-Yam of any roles that require staffing, and if the Kibbutz offers candidates with skills similar to other candidates, the Company will give preference to hiring of the relevant Kibbutz members. Kibbutz Sdot-Yam is entitled under this agreement, at its sole discretion, to discontinue the engagement of any Kibbutz Appointee of manpower services through his or her employment by Kibbutz Sdot-Yam and require such appointee to become employed directly by the Company.

The Company will contribute monetarily to assist with the implementation of a professional reserve plan to encourage young Kibbutz members to obtain the necessary education for future employment with the Company. The Company will provide up to NIS 250,000 ($64) per annum for this plan linked to changes in the Israeli consumer price index plus VAT. The Company will also implement a policy that prioritizes the hiring of such young Kibbutz members as the Company's employees upon their graduation. The manpower agreement and addendum also includes Kibbutz Sdot-Yam's obligation to customary liability, insurance, indemnification and confidentiality and intellectual property provisions. Office holders who are Kibbutz Appointees shall have all benefits applicable to Company's other office holders, including without limitation, directors' and officers' liability insurance, and Company's indemnification and exemption undertaking.

Manpower service fees were $3,425, $3,939 and $3,857 for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

b. Services from the Kibbutz:

On July 20, 2011 the Company signed a service agreement with the Kibbutz that was further amended on February 13, 2012 (the "original services agreement"). Pursuant to the agreement, the Kibbutz provided various services related to Company's operational needs. The original services agreement also outlined the distribution mechanism between the Company and Kibbutz Sdot-Yam, for certain expenses and payments due to local authorities, such as taxes and fees in connection with Company's business facilities. The agreement expired on March 21, 2015.

On July 30, 2015, following the approval of the audit committee and the board, Company's shareholders approved an amended services agreement (the "amended services agreement"). Under the amended services agreement, Kibbutz Sdot-Yam will continue to provide various services it provides in the ordinary course of our business, for a period of three years commencing as of the date of approval by the shareholders. The amended services agreement grants Kibbutz Sdot-Yam a right of first refusal with respect to such services following a review procedure that the Company is entitled to conduct once a year. Under this review procedure, the Company may seek independent third-party proposals through a competitive bidding process, in order to verify that the Kibbutz's services are provided at market terms. The amount that the Company pays to Kibbutz Sdot-Yam under the amended services agreement depends on the scope of services the Company will receive and is based on rates specified in such agreement which were determined based on market terms, taking into account the added value of consuming services from Kibbutz Sdot-Yam, considering its physical proximity to Company's manufacturing plant in Sdot-Yam and its expertise. The amounts the Company pays for the services are subject to certain adjustments for increases in the Israeli consumer price index. In addition, the amended services agreement grants Kibbutz Sdot-Yam the right to adjust the rates of the metal workshop services and the meals it provides to Company's employees once a year, in the event that raw material prices related to such services significantly increase during the term of the agreement. In such case, the Company is entitled to conduct a review procedure with respect to such services, in which the Kibbutz shall have the right of first refusal to provide the services on terms identical to the best terms offered to the Company by a third party bidder. Each party may terminate such agreement upon a material breach, following a 30-day prior notice, or upon liquidation of the other party, following a 45-days' prior notice.

The Company's service fees to the Kibbutz pursuant to the original and amended services agreements were $1,806, $2,118 and $ 2,112 for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

c. Land Use Agreement with the Kibbutz:

The Company's principal offices and research and development facilities, as well as one of its two manufacturing facilities, are located on the grounds of the Kibbutz and include buildings spaces of approximately 30,744 square meters and unbuilt areas of approximately 60,870 square meters.

The Company signed a land use agreement with the Kibbutz, which has a term of 20 years commencing on April 1, 2012. Under the land use agreement, Kibbutz Sdot-Yam permits the Company to use approximately 100,000 square meters of land, consisting of facilities and unbuilt areas, in consideration for an annual fee of NIS 12.9 million (approximately $3,500) in 2013, (this amount do not include approximately NIS 62,000 (approximately $18) for an additional area that the Company has leased on the grounds of Kibbutz Sdot-Yam due to the Company's needs and Kibbutz Sdot-Yam's consent under the same terms as the land use agreement), plus VAT, adjusted every six months based on any increase of the Israeli consumer price index compared to the index as of January 2011.

The annual fee may be adjusted after January 1, 2021 (or after January 1, 2018 if the Kibbutz is required to pay significantly higher lease fees to the Israeli land authorities or Caesarea Development Corporation Ltd.) and every three years thereafter, if Kibbutz Sdot-Yam chooses to obtain an appraisal. The appraiser will be mutually agreed upon or, in the absence of agreement, will be chosen by Kibbutz Sdot-Yam out of the list of appraisers recommended at that time by Bank Leumi Le-Israel ("Bank Leumi"). Under the land use agreement, the Company may not terminate the operation of either of its two production lines at its plant in Kibbutz Sdot-Yam as long as the Company continues to operate production lines elsewhere in Israel, and its headquarters must remain at Kibbutz Sdot-Yam. The Company may also not decrease or return to Kibbutz Sdot-Yam any part of the land underlying the land use agreement; however, it may submit a written request to Kibbutz Sdot-Yam to return certain lands. Kibbutz Sdot-Yam will have three months to accept or reject such request, in its sole discretion, provided that if it does not respond within such three-month period, the Company will be entitled to sublease such lands to a person approved in advance by Kibbutz Sdot-Yam. In such event, the Company will continue to be liable to Kibbutz Sdot-Yam with respect to such lands.

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

c. Land Use Agreement with the Kibbutz (Cont.):

Pursuant to the land use agreement, if the Company needs additional facilities on the land that the Company is permitted to use in Kibbutz Sdot-Yam, subject to obtaining the permits required by law, Kibbutz Sdot-Yam will build such facilities for the Company, by using the proceeds of a loan that the Company will make to Kibbutz Sdot-Yam, which loan shall be repaid to the Company by off-setting the monthly additional payment that the Company will pay for such new facilities and, if not fully repaid during the land use agreement term, upon termination thereof.

Starting from January 1, 2014 the Company is making use as needed of additional office space in Kibbutz Sdot-Yam of approximately 400 square meters, for an annual payment of NIS 77,956 (approximately $20) in 2014 and annual payment of NIS 116,643 (approximately $30) in 2015. Such additional area shall be used by the Company as long as needed and under the same terms as the land use agreement. Starting from September 2014, the Company uses an additional approximately 9,000 square meters based on its needs and Kibbutz Sdot-Yam's consent under the same terms as the land use agreement, for an additional monthly fee of NIS 10,000 (approximately $3) which is not based on the original rates. However, the Company has the right to return these premises to Kibbutz Sdot-Yam earlier, following a 90-day prior written notice.

In addition, the Company has committed to fund the cost of construction, up to a maximum of NIS 3.3 million (approximately $800) plus VAT, required to change the access road leading to Kibbutz Sdot-Yam and its facilities, such that the entrance of the Company's facilities will be separated from the entrance into Kibbutz Sdot-Yam. In addition, the Company has committed to pay NIS 200,000 (approximately $51) plus VAT to cover the cost of paving an area of land leased from Kibbutz Sdot-Yam with such payment to be deducted in monthly installments over a four-year period beginning in 2013 from the lease payments to be made to Kibbutz Sdot-Yam under the land use agreement related to the Company's Sdot-Yam facility.

Pursuant to agreement for arranging for additional accord between the Company and Kibbutz Sdot-Yam dated July 20, 2011, if the Company wishes to acquire or lease any additional lands, whether on the grounds of the Company's Bar-Lev manufacturing facility, or elsewhere in Israel, for the purpose of establishing new plants or production lines: (i) Kibbutz Sdot-Yam will purchase the land and build the required facilities' structure on such land at its own expense in accordance with the Company's needs; (ii) the Company will perform any necessary building adjustments at the Company's expense; and (iii) Kibbutz Sdot-Yam will lease the land and the facility to the Company under a long-term lease agreement with terms to be negotiated in accordance with the then prevailing market price. In addition, under this agreement, Kibbutz Sdot-Yam has agreed not to compete with the Company as long as it holds more than 10% of the Company's shares. This agreement terminates on October 20, 2017.

Pursuant to the above agreement, the Company has entered into an agreement with Kibbutz Sdot-Yam dated August 6, 2013, under which Kibbutz Sdot-Yam acquired additional land of approximately 12,800 square meters on the grounds near the Company's Bar-Lev facility, which the Company required in connection with the construction of the fifth production line at the Company's Bar-Lev manufacturing facility, leased it to the Company for a monthly fee of approximately NIS 70,000 (approximately $18).

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

c. Land Use Agreement with the Kibbutz (Cont.):

Under the agreement, Kibbutz Sdot-Yam committed to (i) acquire the long-term leasing rights of the Additional Bar-Lev Land from the ILA, (ii) perform preparation work and construction, in conjunction with the administrative body of Bar-Lev industrial park and other contractors according to Company's plans, (iii) build a warehouse according Company's plans, and (iv) obtain all permits and approvals required for performing the preparation work of the Additional Bar-Lev Land and for the building of the warehouse. The warehouse in Bar-Lev will be situated both on the current and new land. The finance of the building of the warehouse will be made through a loan that will be granted by the Company to Kibbutz Sdot-Yam, in the amount of the total cost related to the building of the warehouse and such loan, including principle and interest, shall be repaid by setoff of the lease due to Kibbutz Sdot Yam by the Company for its use of the warehouse. The principle amount of such loan will bear an interest at a rate of 5.3% a year. On November 30, 2015 the land preparation work had been completed and the holding of the Additional Bar-Lev Land was delivered to the Company. As of December 31, 2015, the construction of the warehouse has not started yet.

Pursuant to an agreement dated January 4, 2012, for the settlement of reimbursement for building expenses incurred by the Company from January 2012, NIS 82,900 (approximately $24) and NIS 43,000 (approximately $12) will not be included in the land use fees until the year 2020 and was not included for the years until 2015, respectively.

The Company's payments pursuant to the land use agreement totaled $3,564, $3,847 and $3,702 for the years ended December 31, 2015, 2014 and 2013, respectively.

d. Land Purchase Agreement and Leaseback:

Pursuant to a land purchase and leaseback agreement, dated as of March 31, 2011, as amended on February 13, 2012, between the Company and Kibbutz Sdot-Yam, the Company completed the selling of the rights in the lands and facilities of the Bar-Lev Industrial Center (the "Bar-Lev Grounds") to Kibbutz Sdot-Yam in consideration for NIS 43.7 million (approximately $10,900). The land purchase agreement was executed simultaneously with the execution of a land use agreement. Pursuant to the land use agreement, Kibbutz Sdot-Yam will permit the Company to use the Bar-Lev Grounds for a period of 10 years commencing on September 2012 that will be automatically renewed, unless the Company gives two years prior notice, for a ten-year term in consideration for an annual fee of NIS 4.1 million (approximately $1,100) to be linked to increases in the Israeli consumer price index. The fee is subject to adjustment following January 1, 2021 and every three years thereafter at the option of Kibbutz Sdot-Yam if Kibbutz Sdot-Yam chooses to obtain an appraisal that supports such an increase. The appraiser would be mutually agreed upon or, in the absence of agreement, will be chosen by Kibbutz Sdot-Yam from a list of assessors recommended at that time by Bank Leumi.

U.S. dollars in thousands (except share data)

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

d. Land Purchase Agreement and Leaseback (Cont.):

The Company's equipment that resides within the premises is considered integral equipment (as defined in ASC 360-20-15-4) due to the significant costs involved in relocating such equipment. Since the Company did not sell this equipment to Kibbutz Sdot-Yam as part of the transaction, the transaction is considered a partial sale and leaseback of real estate. As a result, the transaction does not qualify for "sale lease-back" accounting (as it is a failed sale from an accounting perspective) and the Company recorded the entire amount received as consideration as a liability while the land and building will remain on its books until the end of the lease term under the provisions of ASC 840-40. If amounts to be paid under the arrangement were to be accreted as a liability based on the Company's incremental borrowing rate, the resulting liability would not cover the anticipated depreciated cost of the building and land at the end of the lease (thereby creating a built-in loss).

The entire amount that was paid was accreted to the full anticipated book value of the land and building at the end of the lease term using a higher effective interest rate that will equalize the amounts paid to the full anticipated book value of the land and building at the end of the lease. As of December 31, 2015, the Company’s liability as a result of this transaction is in the amount of $9,647.

The financing leaseback from related party mature as follows, as of December 31, 2015:

2016	$ 521
2017	554
2018	588
2019	624
2020	663
2021 and thereafter	6,697
	$ 9,647

The balance at December 31, 2015 and 2014, includes $905 and $1,001 of deferred tax assets on the Company liability and a $1,065 and $1,050 deferred tax liability on the buildings depreceiation during the next years due to temporary differences between the carrying amounts of the property and the liability for financial reporting purposes and the amounts used for income tax purposes.

The Company's payments pursuant to the land purchase agreement and leaseback totaled $1,092, $1,192 and $1,149 for the years ended December 31, 2015, 2014 and 2013, respectively.

U.S. dollars in thousands (except share data)

NOTE 13:- TRANSACTIONS WITH RELATED PARTIES AND OTHER LOAN (Cont.)

e. Bonus paid by a former shareholder:

During 2013, the Company recorded a compensation expense in the amount of $810 in General and administrative expenses. Such compensation expense relates to a bonus paid by a former shareholder to certain of its employees.

Details on transactions and balances with related parties and other loan

a. The Company has, from time to time, entered into transactions with its shareholders (the Kibbutz).The following table summarizes such transactions:

	Year ended December 31,		
	2015	2014	2013
Cost of revenues	$ 7,638	$ 9,073	$ 8,792
Research and development	$ 180	$ 123	$ 211
Selling and marketing	$ 691	$ 373	$ 632
General and administrative	$ 1,828	$ 2,538	$ 1,649
Finance expenses, net	$ 597	$ 685	$ 671

b. Balances with related party and other loan:

	December 31,	
	2015	2014
Related party and other loan (1,2)	$ 3,251	$ 3,975
Long-term loan and financing leaseback from a related party (2)	$ 8,472	$ 8,993

(1) On January 17, 2011 a loan of 4 million Canadian dollars was made to Caesarstone Canada Inc. by its shareholders, CIOT and the Company, on a pro rata basis. The loan bears interest until repayment at a per annum rate equal to Bank of Canada's prime business rate plus 0.25%. The interest accrued on the loan is payable on a quarterly basis. As of December 31, 2015 the loan was classified to short term related party and other loan balance.

(2) In September, 2012, a financing leaseback of $10.9 million related to Bar-Lev transaction was granted to the Company by Kibbutz Sdot-Yam. The financing leaseback bears interest until repayment at a per annum rate equal to 6.19% and is subject to adjustment for increases in the Israeli consumer price index.

U.S. dollars in thousands (except share data)

NOTE 14:- MAJOR CUSTOMER AND GEOGRAPHIC INFORMATION

a. The Company manages its business on the basis of one reportable segment. The data is presented in accordance with Accounting Standard Codification 280, "Segments Reporting" ("ASC 280"). The following is a summary of revenue and long-lived assets by geographic area. Revenues are attributed to geographic areas based on the location of end customers.

The following table presents total revenues for the years ended December 31, 2015, 2014 and 2013, respectively:

	Year ended December 31,		
	2015	2014	2013
USA	$ 223,341	$ 185,583	$ 123,399
Australia	110,290	107,539	89,894
Canada	70,739	57,898	49,214
Israel	39,645	41,286	42,024
Europe	23,949	23,109	22,973
Rest of World	31,551	31,987	29,050
	$ 499,515	$ 447,402	$ 356,554

b. The following table presents total long-lived assets as of December 31, 2015 and 2014:

	December 31,	
	2015	2014
Israel	$ 88,658	$ 93,976
Australia	1,657	1,857
USA	133,481	75,873
Canada	1,548	1,144
Rest of World	94	143
	$ 225,438	$ 172,993

U.S. dollars in thousands (except share data)

NOTE 15:- SELECTED SUPPLEMENTARY STATEMENTS OF INCOME DATA

a. Finance expense, net:

	Year ended December 31,		
	2015	2014	2013
Finance expenses:			
Interest in respect of long-term loans	$ -	$ -	$ 53
Interest in respect of short-term loans and bank fees	2,792	3,038	1,565
Interest in respect of loans to related parties	640	732	729
Changes in derivatives fair value	-	2,710	-
Foreign exchange transactions losses	2,972	-	6,107
	6,404	6,480	8,454
Finance income:			
Changes in derivatives fair value	1,060	-	6,485
Income in respect of cash and cash equivalent and short-term bank deposits	77	403	655
Foreign exchange transactions gains	2,182	5,032	-
	3,319	5,435	7,140
Finance expenses, net	$ 3,085	$ 1,045	$ 1,314

b. Net earnings per share:

The following table sets forth the computation of basic and diluted net earnings per share:

Numerator :

	Year ended December 31,		
	2015	2014	2013
Net income attributable to controlling interest, as reported	$ 77,766	$ 78,439	$ 63,344
Numerator for basic and diluted net income per share	$ 77,766	$ 78,439	$ 63,344

U.S. dollars in thousands (except share data)

NOTE 15:- SELECTED SUPPLEMENTARY STATEMENTS OF INCOME DATA (Cont.)

b. Net earnings per share (Cont.):

Denominator :

	Year ended December 31,		
	2015	**2014**	**2013**
Denominator for basic income per share	35,252,596	34,932,000	34,666,514
Effect of dilutive stock based awards	211,102	462,499	543,432
Denominator for diluted income per share	35,463,698	35,394,499	35,209,946

Eearnings Per Share :

	Year ended December 31,		
	2015	**2014**	**2013**
Basic earnings per share	$ 2.21	$ 2.25	$ 1.83
Diluted earnings per share	$ 2.19	$ 2.22	$ 1.80

NOTE 16:- SUBSEQUENT EVENTS

On February 9, 2016 the Company's Board of Directors approved a share repurchase plan authorizing the repurchase of up to $40,000 of the Company's outstanding ordinary shares. Share repurchases will take place in open market transactions or in privately negotiated transactions and may be made from time to time depending on market conditions, share price, trading volume and other factors. The repurchase program does not require the Company to acquire a specific number of shares, and may be suspended from time to time or discontinued.

The Rialto, Level 30
525 Collins St
Melbourne Victoria 3000

Correspondence to:
GPO Box 4736
Melbourne Victoria 3001

T +61 3 8320 2222
F +61 3 8320 2200
E info.vic@au.gt.com
W
www.grantthornton.com.au

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Shareholders

Caesarstone Australia Pty Ltd

We have audited the accompanying balance sheets of Caesarstone Australia Pty Ltd (the "Company") as of December 31, 2015 and 2014, and the related statements of income, equity, and cash flows for each of the three years in the period ended December 31, 2015 (not presented herein). We also have audited the Company's internal control over financial reporting as of December 31, 2015, based on criteria established in the 2013 *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the Company's internal control over financial reporting based on our audits.

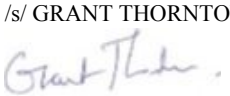
We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Caesarstone Australia Pty Ltd as of December 31, 2015 and 2014, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in the 2013 Internal Control—Integrated Framework issued by COSO.

/s/ GRANT THORNTON AUDIT PTY LTD



Melbourne, Victoria
March 7, 2016

EXHIBIT 4.4

To
Mikroman Madencilik Mining
Hisarardi Koyo
Yatagan Mugla
Turkey

Dear Murat, Serhat, Karabay,

Following our discussions, and in continuation with the Agreement entered between us on 2012 here is a summary of our agreement re supply during 2016.

1. Estimated Quantities and binding orders and supply

Caesarstone's working plan for year 2016 is as follows:

	Product	Quantity 2016
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

The above is Caesarstone's working plan with a non-binding purchases projection from Mikroman for year 2016 (the "Estimated Quantities") for the abovementioned products (the "Products"). Caesarstone's actual orders may significantly differ from the Estimated Quantities. As always, Caesarstone will deliver to Mikroman a binding Purchase Order on a monthly basis, and Mikroman shall supply to Caesarstone all such Purchase Orders (in accordance with the specifications set in writing by Caesarstone) up to the Estimated Quantities.

2. Prices – For quantities of the Products that shall be ordered by Caesarstone during year 2016, Mikroman will charge from Caesarstone the following:
   a. For * - US$* (* US Dollars) per ton.
   b. For * -
      - * tons/month of * - US$* (* US Dollars) per ton.
      - * tons/month of * - US$* (* US Dollars) per ton

3. Payment terms – for Products that shall be ordered by Caesarstone during year 2016 payment terms shall be the same as applied between the parties hereto during year 2015.

4. The products will be supplied by Mikroman in a timely manner and in accordance with Caesarstone's quality standards and specifications as will be updated by Caesarstone in writing from time to time, in accordance with each Caesarstone's purchase order.

5. Mikroman will maintain in confidence the terms of this agreement as well as any other confidential information of Caesarstone without time limitation.

6. This agreement and its performance will be governed by the English law and subject to the jurisdiction of the competent courts in England. Without derogating from the generality and validity of the foregoing, Caesarstone shall be entitled, at its sole discretion, to initiate legal proceedings related to this Agreement in Turkey, and in such case only same proceeding will be subject to the jurisdiction of the competent courts in Turkey.

7. This Agreement constitutes the entire agreement between Mikroman and CaesarStone, and all prior understandings and/or commitments of any of the parties with respect to the matters covered herein are superseded and null.

* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Exhibit 4.5

CAESARSTONE SDOT-YAM LTD.
2011 INCENTIVE COMPENSATION PLAN

Adopted in July 2011 and amended in December 2015

CaesarStone Sdot-Yam Ltd., an Israeli company (the " Company "), has adopted the CaesarStone Sdot-Yam Ltd. 2011 Incentive Compensation Plan (the " Plan ") for the benefit of non-employee directors of the Company and officers and eligible employees and consultants of the Company and any Subsidiaries and Affiliates (as each term is defined below), as follows:

ARTICLE I.
ESTABLISHMENT; PURPOSES; AND DURATION

1.1. Establishment of the Plan . The Company hereby establishes this incentive compensation plan to be known as the "Caesarstone Sdot-Yam Ltd. 2011 Incentive Compensation Plan," as set forth in this document. The Plan permits the grant of Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares, Cash-Based Awards and Other Share-Based Awards. Following adoption of the Plan by the Board of Directors, the Plan shall become effective upon the date on which the Plan is approved by the holders of a majority of the outstanding Shares which are present and voted at a meeting (the " Effective Date "), which approval must occur within the period ending twelve (12) months after the date the Plan is adopted by the Board. The Plan shall remain in effect as provided in Section 1.3. The effectiveness of any Awards granted prior to such shareholder approval shall be specifically subject to and conditioned upon, and no Award shall be vested or exercisable until, such shareholder approval. If the Plan is not so approved by the Company's shareholders or the Company's initial public offering of Shares does not occur prior to December 31, 2012, the Plan shall not become effective, and shall terminate immediately, and any Awards previously granted shall thereupon be automatically canceled and deemed to have been null and void *ab initio* .

1.2. Purposes of the Plan . The purposes of the Plan are to provide additional incentives to non-employee directors of the Company and to those officers, employees and consultants of the Company, Subsidiaries and Affiliates whose substantial contributions are essential to the continued growth and success of the business of the Company and the Subsidiaries and Affiliates, in order to strengthen their commitment to the Company and the Subsidiaries and Affiliates, and to attract and retain competent and dedicated individuals whose efforts will result in the long-term growth and profitability of the Company and to further align the interests of such non-employee directors, officers, employees and consultants with the interests of the shareholders of the Company. To accomplish such purposes, the Plan provides that the Company may grant Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Units, Performance Shares, Cash-Based Awards and Other Share-Based Awards.

1.3. Duration of the Plan . The Plan shall commence on the Effective Date, as described in Section 1.1, and shall remain in effect, subject to the right of the Board of Directors to amend or terminate the Plan at any time pursuant to Article XV, until all Shares subject to it shall have been delivered, and any restrictions on such Shares have lapsed, pursuant to the Plan's provisions. However, in no event may an Award be granted under the Plan on or after ten years from the Effective Date.

ARTICLE II.
DEFINITIONS

Certain terms used herein have the definitions given to them in the first instance in which they are used. In addition, for purposes of the Plan, the following terms are defined as set forth below:

2.1. " Affiliate " means any entity other than the Company and any Subsidiary that is affiliated with the Company through stock or equity ownership or otherwise and is designated as an Affiliate for purposes of the Plan by the Committee.

2.2. " Applicable Exchange " means the New York Stock Exchange, NASDAQ Stock Market or such other securities exchange as may at the applicable time be the principal market for the Shares.

2.3. " Award " means, individually or collectively, a grant under the Plan of Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Performance Shares, Performance Units, Cash-Based Awards, and Other Share-Based Awards.

2.4. " Award Agreement " means either: (a) a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under the Plan, or (b) a written or electronic statement issued by the Company to a Participant describing the terms and provisions of such Award, including any amendment or modification thereof. The Committee may provide for the use of electronic, internet or other non-paper Award Agreements, and the use of electronic, internet or other non-paper means for the acceptance thereof and actions thereunder by a Participant.

2.5. " Beneficial Ownership " (including correlative terms) shall have the meaning given such term in Rule 13d-3 promulgated under the Exchange Act.

2.6. " Board " or " Board of Directors " means the Board of Directors of the Company.

2.7. " Cash-Based Award " means an Award, whose value is determined by the Committee, granted to a Participant, as described in Article IX.

2.8. " Cause " shall have the definition given such term in a Participant's Award Agreement, or in the absence of any such definition, as determined in good faith by the Committee.

2.9. " Change of Control " means the occurrence of any of the following:

(a) an acquisition in one transaction or a series of related transactions (other than directly from the Company or pursuant to Awards granted under the Plan or compensatory options or other similar awards granted by the Company) by any Person of any Voting Securities of the Company, immediately after which such Person has Beneficial Ownership of fifty percent (50%) or more of the combined voting power of the Company's then outstanding Voting Securities; provided , however , that in determining whether a Change of Control has occurred pursuant to this Section 2.9(a), Voting Securities of the Company which are acquired in a Non-Control Acquisition shall not constitute an acquisition that would cause a Change of Control; or

(b) the consummation of any merger, consolidation, recapitalization or reorganization involving the Company unless:

(i) the shareholders of the Company, immediately before such merger, consolidation, recapitalization or reorganization, own, directly or indirectly, immediately following such merger, consolidation, recapitalization or reorganization, more than fifty percent (50%) of the combined voting power of the outstanding Voting Securities of the corporation resulting from such merger or consolidation or reorganization (the " Company Surviving Corporation ") in substantially the same proportion as their ownership of the Voting Securities of the Company immediately before such merger, consolidation, recapitalization or reorganization; and

(ii) the individuals who were members of the Board immediately prior to the execution of the agreement providing for such merger, consolidation, recapitalization or reorganization constitute at least a majority of the members of the board of directors of the Company Surviving Corporation, or a corporation Beneficially Owning, directly or indirectly, a majority of the voting securities of the Company Surviving Corporation, and

(iii) no Person, other than (A) the Company, (B) any Related Entity, (C) any employee benefit plan (or any trust forming a part thereof) that, immediately prior to such merger, consolidation, recapitalization or reorganization, was maintained by the Company, the Company Surviving Corporation, or any Related Entity or (D) any Person who, together with its Affiliates, immediately prior to such merger, consolidation, recapitalization or reorganization had Beneficial Ownership of fifty percent (50%) or more of the then outstanding Voting Securities of the Company, owns, together with its Affiliates, Beneficial Ownership of fifty percent (50%) or more of the combined voting power of the Company Surviving Corporation's then outstanding Voting Securities

(a transaction described in clauses (b)(i) through (b)(iii) above is referred to herein as a " Non-Control Transaction "); or

(c) any sale, lease, exchange, transfer or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets or business of the Company to any Person (other than (A) a transfer or distribution to a Related Entity, or (B) a transfer or distribution to the Company's shareholders of the stock of a Related Entity or any other assets).

Notwithstanding the foregoing, a Change of Control shall not be deemed to occur solely because any Person (the " Subject Person ") acquired Beneficial Ownership of fifty percent (50%) or more of the combined voting power of the then outstanding Voting Securities of the Company as a result of the acquisition of Voting Securities of the Company by the Company which, by reducing the number of Voting Securities of the Company then outstanding, increases the proportional number of shares Beneficially Owned by the Subject Persons, provided that if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company and (1) before such share acquisition by the Company the Subject Person becomes the Beneficial Owner of any new or additional Voting Securities of the Company in a related transaction or (2) after such share acquisition by the Company the Subject Person becomes the Beneficial Owner of any new or additional Voting Securities of the Company which in either case increases the percentage of the then outstanding Voting Securities of the Company Beneficially Owned by the Subject Person, then a Change of Control shall be deemed to occur.

Solely for purposes of this Section 2.9, (1) " Affiliate " shall mean, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, and (2) " control " (including with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise. Any Relative (for this purpose, " Relative " means a spouse, child, parent, parent of spouse, sibling or grandchild) of an individual shall be deemed to be an Affiliate of such individual for this purpose. None of the Company or any Person controlled by the Company shall be deemed to be an Affiliate of any holder of Shares.

2.10. " Committee " means the Compensation Committee of the Board of Directors or a subcommittee thereof, or such other committee designated by the Board to administer the Plan.

2.11. " Company Surviving Corporation " has the meaning provided in Section 2.9(b)(i).

2.12. " Consultant " means an independent contractor who performs services for the Company or a Subsidiary or Affiliate in a capacity other than as an Employee or Director.

2.13. " Director " means any individual who is a member of the Board of Directors of the Company.

2.14. " Disaffiliation " means a Subsidiary's or Affiliate's ceasing to be a Subsidiary or Affiliate for any reason (including as a result of a public offering, or a spin-off or sale by the Company, of the stock of the Subsidiary or Affiliate) or a sale of a division of the Company or a Subsidiary or Affiliate.

2.15. " Dividend Equivalents " means the equivalent value (in cash or Shares) of dividends that would otherwise be paid on the Shares subject to an Award but that have not been issued or delivered, as described in Article XI.

2.16. " Effective Date " shall have the meaning ascribed to such term in Section 1.1.

2.17. " Employee " means any person designated as an employee of the Company, a Subsidiary and/or an Affiliate on the payroll records thereof. An Employee shall not include any individual during any period he or she is classified or treated by the Company, a Subsidiary or an Affiliate as an independent contractor, a consultant, or any employee of an employment, consulting, or temporary agency or any other entity other than the Company, a Subsidiary and/or an Affiliate without regard to whether such individual is subsequently determined to have been, or is subsequently retroactively reclassified as a common-law employee of the Company, a Subsidiary and/or an Affiliate during such period. As further provided in Section 18.4, for purposes of the Plan, upon approval by the Committee, the term Employee may also include Employees whose employment with the Company, a Subsidiary or an Affiliate has been terminated subsequent to being granted an Award under the Plan. For the avoidance of doubt, a Director who would otherwise be an "Employee" within the meaning of this Section 2.17 shall be considered an Employee for purposes of the Plan.

2.18. " Exchange Act " means the Securities Exchange Act of 1934, as it may be amended from time to time, including the rules and regulations promulgated thereunder and successor provisions and rules and regulations thereto.

2.19. " Fair Market Value " means, if the Shares are listed on a national securities exchange, as of any given date, the closing price for a Share on such date on the Applicable Exchange, or if Shares were not traded on the Applicable Exchange on such measurement date, then on the next preceding date on which Shares are traded, all as reported by such source as the Committee may select. If the Shares are not listed on a national securities exchange, Fair Market Value shall be determined by the Committee in its good faith discretion.

2.20. " Fiscal Year " means the calendar year, or such other consecutive twelve-month period as the Committee may select.

2.21. " Freestanding SAR " means an SAR that is granted independently of any Options, as described in Article VII.

2.22. " Good Reason " shall have the definition given such term in a Participant's Award Agreement, or in the absence of any such definition, as determined in good faith by the Committee.

2.23. " Grant Price " means the price established at the time of grant of an SAR pursuant to Article VII, used to determine whether there is any payment due upon exercise of the SAR.

2.24. " Insider " means an individual who is, on the relevant date, an officer, director or ten percent (10%) Beneficial Owner of any class of the Company's equity securities that is registered pursuant to Section 12 of the Exchange Act, as determined by the Committee in accordance with Section 16 of the Exchange Act.

2.25. " Non-Control Acquisition " means an acquisition (whether by merger, stock purchase, asset purchase or otherwise) by (a) an employee benefit plan (or a trust forming a part thereof) maintained by (i) the Company or (ii) any corporation or other Person of which fifty percent (50%) or more of its total value or total voting power of its Voting Securities or equity interests is owned, directly or indirectly, by the Company (a " Related Entity "); (b) the Company or any Related Entity; (c) any Person in connection with a Non-Control Transaction; or (d) any Person that owns, together with its Affiliates, Beneficial Ownership of fifty percent (50%) or more of the outstanding Voting Securities of the Company on the Effective Date.

2.26. " Non-Control Transaction " shall have the meaning provided in Section 2.9(b).

2.27. " Non-Employee Director " means a Director who is not an Employee.

2.28. " Notice " means notice provided by a Participant to the Company in a manner prescribed by the Committee.

2.29. " Option " or " Stock Option " means a Stock Option, as described in Article VI.

2.30. " Option Price " means the price at which a Share may be purchased by a Participant pursuant to an Option.

2.31. " Other Share-Based Award " means an equity-based or equity-related Award described in Section 10.1, granted in accordance with the terms and conditions set forth in Article X.

2.32. " Participant " means any eligible individual as set forth in Article V who holds one or more outstanding Awards.

2.33. " Performance Period " means the period of time during which the performance goals must be met in order to determine the degree of payout and/or vesting with respect to, or the amount or entitlement to, an Award.

2.34. " Performance Share " means an Award of a performance share granted to a Participant, as described in Article IX.

2.35. " Performance Unit " means an Award of a performance unit granted to a Participant, as described in Article IX.

2.36. " Period of Restriction " means the period during which Shares of Restricted Stock or Restricted Stock Units are subject to a substantial risk of forfeiture, and, in the case of Restricted Stock, the transfer of Shares of Restricted Stock is limited in some way, as provided in Article VIII.

2.37. " Person " means "person" as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act, including any individual, corporation, limited liability company, partnership, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity or any group of persons.

2.38. " Restricted Stock " means an Award granted to a Participant pursuant to Article VIII.

2.39. " Restricted Stock Unit " means an Award, whose value is equal to a Share, granted to a Participant pursuant to Article VIII.

2.40. " Rule 16b-3 " means Rule 16b-3 under the Exchange Act, or any successor rule, as the same may be amended from time to time.

2.41. " Securities Act " means the Securities Act of 1933, as it may be amended from time to time, including the rules and regulations promulgated thereunder and successor provisions and rules and regulations thereto.

2.42. " Share " means an Ordinary Share of the Company (including any new, additional or different stock or securities resulting from any change in corporate capitalization as listed in Section 4.3).

2.43. " Stock Appreciation Right " or " SAR " means an Award, granted alone (a " Freestanding SAR ") or in connection with a related Option (a " Tandem SAR "), designated as an SAR, pursuant to the terms of Article VII.

2.44. " Subject Person " has the meaning provided in Section 2.9.

2.45. "Subplan" means additional incentive compensation plans as may be established by the Board within the parameters and in accordance with the overall terms and provisions of the Plan as may be needed to facilitate local administration of the Plan in any jurisdiction in which the Company, Subsidiary, or Affiliate operate in and to conform the Plan to the legal requirements of any such jurisdiction or to allow for favorable tax treatment under any applicable provision of tax law.

2.46. " Subsidiary " means any present or future corporation which is or would be a subsidiary of the Company as determined by the Committee.

2.47. " Substitute Awards " means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, options or other awards previously granted, or the right or obligation to grant future options or other awards, by a company acquired by the Company, a Subsidiary and/or an Affiliate or with which the Company, a Subsidiary and/or an Affiliate combines, or otherwise in connection with any merger, consolidation, acquisition of property or stock, or reorganization involving the Company, a Subsidiary or an Affiliate.

2.48. " Tandem SAR " means an SAR that is granted in connection with a related Option pursuant to Article VII.

2.49. " Termination " means the time when a Participant ceases the performance of services for the Company, any Affiliate or Subsidiary, as applicable, for any reason, with or without Cause, including a Termination by resignation, discharge, death, Disability or Retirement, but excluding (a) a Termination where there is a simultaneous reemployment (or commencement of service) or continuing employment (or service) of a Participant by the Company, Affiliate or any Subsidiary, (b) at the discretion of the Committee, a Termination that results in a temporary severance, and (c) at the discretion of the Committee, a Termination of an Employee that is immediately followed by the Participant's service as a Non-Employee Director.

2.50. " Voting Securities " shall mean, with respect to any Person that is a corporation, all outstanding voting securities of such Person entitled to vote generally in the election of the board of directors of such Person.

ARTICLE III.
ADMINISTRATION

3.1. General. The Committee shall have exclusive authority to operate, manage and administer the Plan including but not limited to authorizing and administering Subplans all in accordance with its terms and conditions. Notwithstanding the foregoing, in its absolute discretion, the Board may at any time and from time to time exercise any and all rights, duties and responsibilities of the Committee under the Plan, including establishing procedures to be followed by the Committee, but excluding matters which under any applicable law, regulation or rule, including any exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3), are required to be determined in the sole discretion of the Committee. If and to the extent that the Committee does not exist or cannot function, the Board may take any action under the Plan that would otherwise be the responsibility of the Committee, subject to the limitations set forth in the immediately preceding sentence.

3.2. Committee. The members of the Committee shall be appointed from time to time by, and shall serve at the discretion of, the Board of Directors.

3.3. Authority of the Committee. The Committee shall have full discretionary authority to grant or, when so restricted by applicable law, recommend the Board to grant, pursuant to the terms of the Plan, Awards to those individuals who are eligible to receive Awards under the Plan. Except as limited by law or by the Articles of Association of the Company, and subject to the provisions herein, the Committee shall have full power, in accordance with the other terms and provisions of the Plan, to:

(a) select Employees, Non-Employee Directors and Consultants who may receive Awards under the Plan and become Participants;

(b) determine eligibility for participation in the Plan and decide all questions concerning eligibility for, and the amount of, Awards under the Plan;

(c) determine the sizes and types of Awards;

(d) determine the terms and conditions of Awards, including the Option Prices of Options and the Grant Prices of SARs;

(e) grant Awards as an alternative to, or as the form of payment for grants or rights earned or payable under, other bonus or compensation plans, arrangements or policies of the Company or a Subsidiary or Affiliate;

(f) grant Substitute Awards on such terms and conditions as the Committee may prescribe;

(g) make all determinations under the Plan concerning Termination of any Participant's employment or service with the Company or a Subsidiary or Affiliate, including whether such Termination occurs by reason of Cause, Good Reason, disability, retirement or in connection with a Change of Control and whether a leave constitutes a Termination;

(h) determine whether a Change of Control shall have occurred;

(i) construe and interpret the Plan and any agreement or instrument entered into under the Plan, including any Award Agreement;

(j) establish and administer any terms, conditions, restrictions, limitations, forfeiture, vesting or exercise schedule, and other provisions of or relating to any Award;

(k) establish and administer any performance goals in connection with any Awards, including performance criteria and applicable Performance Periods, determine the extent to which any performance goals and/or other terms and conditions of an Award are attained or are not attained;

(l) construe any ambiguous provisions, correct any defects, supply any omissions and reconcile any inconsistencies in the Plan and/or any Award Agreement or any other instrument relating to any Awards;

(m) establish, adopt, amend, waive and/or rescind rules, regulations, procedures, guidelines, forms and/or instruments for the Plan's operation or administration;

(n) make all valuation determinations relating to Awards and the payment or settlement thereof;

(o) grant waivers of terms, conditions, restrictions and limitations under the Plan or applicable to any Award, or accelerate the vesting or exercisability of any Award;

(p) subject to the provisions of Article XV, amend or adjust the terms and conditions of any outstanding Award and/or adjust the number and/or class of shares of stock subject to any outstanding Award;

(q) at any time and from time to time after the granting of an Award, specify such additional terms, conditions and restrictions with respect to such Award as may be deemed necessary or appropriate to ensure compliance with any and all applicable laws or rules, including terms, restrictions and conditions for compliance with applicable securities laws or listing rules, methods of withholding or providing for the payment of required taxes and restrictions regarding a Participant's ability to exercise Options through a cashless (broker-assisted) exercise;

(r) offer to buy out an Award previously granted, based on such terms and conditions as the Committee shall establish with and communicate to the Participant at the time such offer is made;

(s) determine whether, and to what extent and under what circumstances Awards may be settled in cash, Shares or other property or canceled or suspended;

(t) establish any "blackout" period that the Committee in its sole discretion deems necessary or advisable; and

(u) exercise all such other authorities, take all such other actions and make all such other determinations as it deems necessary or advisable for the proper operation and/or administration of the Plan.

3.4. Award Agreements. The Committee shall, subject to applicable laws and rules, determine the date an Award is granted. Each Award shall be evidenced by an Award Agreement; however, two or more Awards granted to a single Participant may be combined in a single Award Agreement. An Award Agreement shall not be a precondition to the granting of an Award; provided, however, that (a) the Committee may, but need not, require as a condition to any Award Agreement's effectiveness, that such Award Agreement be executed on behalf of the Company and/or by the Participant to whom the Award evidenced thereby shall have been granted (including by electronic signature or other electronic indication of acceptance), and such executed Award Agreement be delivered to the Company, and (b) no person shall have any rights under any Award unless and until the Participant to whom such Award shall have been granted has complied with the applicable terms and conditions of the Award. The Committee shall prescribe the form of all Award Agreements, and, subject to the terms and conditions of the Plan, shall determine the content of all Award Agreements. Any Award Agreement may be supplemented or amended in writing from time to time as approved by the Committee; provided that the terms and conditions of any such Award Agreement as supplemented or amended are not inconsistent with the provisions of the Plan. In the event of any dispute or discrepancy concerning the terms of an Award, the records of the Committee or its designee shall be determinative.

3.5. Discretionary Authority; Decisions Binding. The Committee shall have full discretionary authority in all matters related to the discharge of its responsibilities and the exercise of its authority under the Plan. All determinations, decisions, actions and interpretations by the Committee with respect to the Plan and any Award Agreement, and all related orders and resolutions of the Committee shall be final, conclusive and binding on all Participants, the Company and its shareholders, any Subsidiary or Affiliate and all persons having or claiming to have any right or interest in or under the Plan and/or any Award Agreement. The Committee shall consider such factors as it deems relevant to making or taking such decisions, determinations, actions and interpretations, including the recommendations or advice of any Director or officer or employee of the Company, any director, officer or employee of a Subsidiary or Affiliate and such attorneys, consultants and accountants as the Committee may select. A Participant or other holder of an Award may contest a decision or action by the Committee with respect to such person or Award only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Committee's decision or action was arbitrary or capricious or was unlawful.

3.6. Attorneys; Consultants . The Committee may consult with counsel who may be counsel to the Company. The Committee may, with the approval of the Board, employ such other attorneys and/or consultants, accountants, appraisers, brokers, agents and other persons, any of whom may be an Employee, as the Committee deems necessary or appropriate. The Committee, the Company and its officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. The Committee shall not incur any liability for any action taken in good faith in reliance upon the advice of such counsel or other persons.

3.7. Delegation of Administration . Except to the extent prohibited by applicable law, including any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3), or the applicable rules of a stock exchange, the Committee may, in its discretion, allocate all or any portion of its responsibilities and powers under this Article III to any one or more of its members and/or delegate all or any part of its responsibilities and powers under this Article III to any person or persons selected by it; provided , however , that the Committee may not delegate its authority to correct defects, omissions or inconsistencies in the Plan. Any such authority delegated or allocated by the Committee under this Section 3.7 shall be exercised in accordance with the terms and conditions of the Plan and any rules, regulations or administrative guidelines that may from time to time be established by the Committee, and any such allocation or delegation may be revoked by the Committee at any time.

ARTICLE IV.
SHARES SUBJECT TO THE PLAN

4.1. Number of Shares Available for Grants . The shares of stock subject to Awards granted under the Plan shall be Shares. Such Shares subject to the Plan may be either authorized and unissued shares (which will not be subject to preemptive rights) or previously issued shares acquired by the Company or any Subsidiary. Subject to adjustment as provided in Section 4.3, the total number of Shares that may be delivered pursuant to Awards under the Plan shall be 3,275,000 Shares of NIS 0.04 par value each.

4.2. Rules for Calculating Shares Delivered . If (a) any Shares are subject to an Option, SAR, or other Award which for any reason expires or is terminated or canceled without having been fully exercised or satisfied, or are subject to any Restricted Stock Award (including any Shares subject to a Participant's Restricted Stock Award that are repurchased by the Company at the Participant's cost), Restricted Stock Unit Award or other Award granted under the Plan which are forfeited, or (b) any Award based on Shares is settled for cash, expires or otherwise terminates without the issuance of such Shares, the Shares subject to such Award shall, to the extent of any such expiration, termination, cancellation, forfeiture or cash settlement, be available for delivery in connection with future Awards under the Plan. If the Option Price of any Option and/or tax withholding obligations relating to any Award are satisfied by delivering Shares to the Company (by either actual delivery or by attestation), only the number of Shares issued net of the Shares delivered or attested to shall be deemed delivered for purposes of the limits set forth in Section 4.1. To the extent any Shares subject to an Award are withheld to satisfy the Option Price (in the case of an Option) and/or the tax withholding obligations relating to such Award, such Shares shall not be deemed to have been delivered for purposes of the limits set forth in Section 4.1. Upon the exercise of a SAR, only the number of Shares, if any, issued upon such exercise shall reduce the number of Shares available for delivery under the Plan. Any Shares delivered under the Plan upon exercise or satisfaction of Substitute Awards shall not reduce the Shares available for delivery under the Plan.

4.3. Adjustment Provisions . In the event of a stock dividend, stock split, reverse stock split, share combination or exchange, or recapitalization or similar event affecting the capital structure of the Company (each a " Share Change "), or a merger, amalgamation, consolidation, acquisition of property or shares, separation, spin-off, split-up, other distribution of stock or property (including any extraordinary cash or stock dividend), reorganization, stock rights offering, liquidation, Disaffiliation, or similar event affecting the Company or any Subsidiary (each, a " Corporate Transaction "), the Committee or the Board shall make such substitutions or adjustments as it deems appropriate and equitable to (A) the aggregate number, class and kind of Shares or other securities reserved for issuance and delivery under the Plan, (B) the number, class and kind of Shares or other securities subject to outstanding Awards; and (C) the Option Price, Grant Price or other price of securities subject to outstanding Options, Stock Appreciation Rights and, to the extent applicable, other Awards; provided , however , that the number of Shares subject to any Award shall always be a whole number. In the case of Corporate Transactions, such adjustments may include, without limitation, (1) the cancellation of outstanding Awards in exchange for payments of cash, property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Committee or the Board in its discretion (it being understood that in the case of a Corporate Transaction with respect to which holders of Shares receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Committee that the value of an Option or Stock Appreciation Right shall for this purpose be deemed to be equal to the excess, if any, of the value of the consideration being paid for each Share pursuant to such Corporate Transaction over the exercise price of such Option or Stock Appreciation Right shall conclusively be deemed valid); (2) the substitution of other property (including, without limitation, cash or other securities of the Company and securities of entities other than the Company) for the Shares subject to outstanding Awards; and (3) in connection with any Disaffiliation, arranging for the assumption of Awards, or replacement of Awards with new awards based on other property or other securities (including other securities of the Company and securities of entities other than the Company), by the affected Subsidiary, Affiliate, or division or by the entity that controls such Subsidiary, Affiliate, or division following such Disaffiliation (as well as any corresponding adjustments to Awards that remain based upon Company securities). The Committee shall also make appropriate adjustments and modifications in the terms of any outstanding Awards to reflect, or related to, any such events, adjustments, substitutions or changes. All determinations of the Committee as to adjustments, substitutions and changes, if any, under this Section 4.3 shall be conclusive and binding on the Participants.

4.4. No Limitation on Corporate Actions . The existence of the Plan and any Awards granted hereunder shall not affect in any way the right or power of the Company, any Subsidiary or any Affiliate to make or authorize any adjustment, recapitalization, reorganization or other change in its capital structure or business structure, any merger or consolidation, any issuance of debt, preferred or prior preference stock ahead of or affecting the Shares, additional shares of capital stock or other securities or subscription rights thereto, any dissolution or liquidation, any sale or transfer of all or part of its assets or business or any other corporate act or proceeding.

ARTICLE V.
ELIGIBILITY AND PARTICIPATION

5.1. Eligibility. Employees, Non-Employee Directors and Consultants shall be eligible to become Participants and receive Awards in accordance with the terms and conditions of the Plan.

5.2. Actual Participation. Subject to the provisions of the Plan, the Committee may, from time to time, select Participants from all eligible Employees, Non-Employee Directors and Consultants and shall determine the nature and amount of each Award.

ARTICLE VI.
STOCK OPTIONS

6.1. Grant of Options. Subject to the terms and provisions of the Plan, Options may be granted to Participants in such number, and upon such terms, and at any time and from time to time as shall be determined by the Committee. The Committee may grant an Option or provide for the grant of an Option, either from time to time in the discretion of the Committee or automatically upon the occurrence of specified events, including the achievement of performance goals, the satisfaction of an event or condition within the control of the recipient of the Option or within the control of others. The granting of an Option shall take place when the Committee (or its designee) by resolution, written consent or other appropriate action determines to grant such Option for a particular number of Shares to a particular Participant at a particular Option Price, or such later date as the Committee (or such designee) shall provide in such resolution, consent or action.

6.2. Award Agreement. Each Option grant shall be evidenced by an Award Agreement that shall specify the Option Price, the maximum duration of the Option, the number of Shares to which the Option pertains, the conditions upon which the Option shall become exercisable and such other provisions as the Committee shall determine, which are not inconsistent with the terms of the Plan.

6.3. Option Price. The Option Price for each Option shall be determined by the Committee and set forth in the Award Agreement; provided that Substitute Awards or Awards granted in connection with an adjustment provided for in Section 4.3, in the form of stock options, shall have an Option Price per Share that is intended to maintain the economic value of the Award that was replaced or adjusted, as determined by the Committee.

6.4. Duration of Options. Each Option granted to a Participant shall expire at such time as the Committee shall determine at the time of grant and set forth in the Award Agreement.

6.5. Exercise of Options. Options shall be exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance determine and set forth in the Award Agreement, which need not be the same for each grant or for each Option or Participant. An Award Agreement may provide that the period of time over which an Option may be exercised shall be automatically extended if on the scheduled expiration date of such Option the Participant's exercise of such Option would violate an applicable law; provided, however, that during such extended exercise period the Option may only be exercised to the extent the Option was exercisable in accordance with its terms immediately prior to such scheduled expiration date; provided further, however, that such extended exercise period shall end not later than thirty (30) days after the exercise of such Option first would no longer violate such law.

6.6. Payment. Options shall be exercised by the delivery of a written notice of exercise to the Company, in a form specified or accepted by the Committee, or by complying with any alternative exercise procedures that may be authorized by the Committee, setting forth the number of Shares with respect to which the Option is to be exercised, accompanied by full payment for such Shares, which shall include applicable taxes, if any, in accordance with Article XVI. The Option Price upon exercise of any Option shall be payable to the Company in full by certified or bank check or such other instrument as the Committee may accept. If approved by the Committee, and subject to any such terms, conditions and limitations as the Committee may prescribe and to the extent permitted by applicable law, payment of the Option Price, in full or in part, may also be made as follows:

(a) Payment may be made in the form of unrestricted and unencumbered Shares (by actual delivery of such Shares or by attestation) already owned by the Participant exercising such Option, or by such Participant and his or her spouse jointly (based on the Fair Market Value of the Shares on the date the Option is exercised); provided, however, that such already owned Shares must have been either held by the Participant for at least six (6) months at the time of exercise or purchased on the open market.

(b) Payment may be made by delivering a properly executed exercise notice to the Company, together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the Option Price, and, if requested, the amount of any federal, state, local or non-United States withholding taxes. To facilitate the foregoing, the Company may, to the extent permitted by applicable law, enter into agreements for coordinated procedures with one or more brokerage firms.

(c) Payment may be made by instructing the Committee to withhold a number of Shares otherwise deliverable to the Participant pursuant to the Option having an aggregate Fair Market Value on the date of exercise equal to the product of: (i) Option Price multiplied by (ii) the number of Shares in respect of which the Option shall have been exercised.

(d) Payment may be made by any other method approved or accepted by the Committee in its discretion.

Subject to any governing rules or regulations, as soon as practicable after receipt of a written notification of exercise and full payment in accordance with the preceding provisions of this Section 6.6 and satisfaction of tax obligations in accordance with Article XVI, the Company shall deliver to the Participant exercising an Option, in the Participant's name, evidence of book entry Shares, or, upon the Participant's request, Share certificates, in an appropriate amount based upon the number of Shares purchased under the Option, subject to Section 18.10. Unless otherwise determined by the Committee, all payments under all of the methods described above shall be paid in United States dollars.

6.8. Rights as a Shareholder . No Participant or other person shall become the beneficial owner of any Shares subject to an Option, nor have any rights to dividends or other rights of a shareholder with respect to any such Shares, until the Participant has actually received such Shares following exercise of his or her Option in accordance with the provisions of the Plan and the applicable Award Agreement.

6.9. Termination of Employment or Service . Except as otherwise provided in the Award Agreement, an Option may be exercised only to the extent that it is then exercisable, and if at all times during the period beginning with the date of granting of such Option and ending on the date of exercise of such Option the Participant is an Employee or Non-Employee Director, and shall terminate 120 days following the Termination of the Participant. An Option shall cease to become exercisable 120 days following a Termination of the holder thereof. Notwithstanding the foregoing provisions of this Section 6.9 to the contrary, the Committee may determine in its discretion that an Option may be exercised following any such Termination, whether or not exercisable at the time of such Termination; provided , however , that in no event may an Option be exercised after the expiration date of such Option specified in the applicable Award Agreement, except as determined by the Committee.

ARTICLE VII.
STOCK APPRECIATION RIGHTS

7.1. Grant of SARs . Subject to the terms and conditions of the Plan, SARs may be granted to Participants at any time and from time to time as shall be determined by the Committee. The Committee may grant an SAR (a) in connection and simultaneously with the grant of an Option (a Tandem SAR) or (b) independent of, and unrelated to, an Option (a Freestanding SAR). The Committee shall have complete discretion in determining the number of Shares to which an SAR pertains (subject to Article IV) and, consistent with the provisions of the Plan, in determining the terms and conditions pertaining to any SAR.

7.2. Grant Price . The Grant Price for each SAR shall be determined by the Committee and set forth in the Award Agreement, subject to the limitations of this Section 7.2. The Grant Price for each Freestanding SAR shall be not less than one hundred percent (100%) of the Fair Market Value of a Share on the date such Freestanding SAR is granted, except in the case of Substitute Awards or Awards granted in connection with an adjustment provided for in Section 4.3. The Grant Price of a Tandem SAR shall be equal to the Option Price of the related Option.

7.3. Exercise of Tandem SARs . Tandem SARs may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option. A Tandem SAR shall be exercisable only when and to the extent the related Option is exercisable and may be exercised only with respect to the Shares for which the related Option is then exercisable. A Tandem SAR shall entitle a Participant to elect, in the manner set forth in the Plan and the applicable Award Agreement, in lieu of exercising his or her unexercised related Option for all or a portion of the Shares for which such Option is then exercisable pursuant to its terms, to surrender such Option to the Company with respect to any or all of such Shares and to receive from the Company in exchange therefor a payment described in Section 7.7. An Option with respect to which a Participant has elected to exercise a Tandem SAR shall, to the extent of the Shares covered by such exercise, be canceled automatically and surrendered to the Company. Such Option shall thereafter remain exercisable according to its terms only with respect to the number of Shares as to which it would otherwise be exercisable, less the number of Shares with respect to which such Tandem SAR has been so exercised.

7.4. Exercise of Freestanding SARs. Freestanding SARs may be exercised upon whatever terms and conditions the Committee, in its sole discretion, in accordance with the Plan, determines and sets forth in the Award Agreement. An Agreement may provide that the period of time over which a Freestanding SAR may be exercised shall be automatically extended if on the scheduled expiration date of such SAR the Participant's exercise of such SAR would violate an applicable law; provided, however, that during such extended exercise period the SAR may only be exercised to the extent the SAR was exercisable in accordance with its terms immediately prior to such scheduled expiration date; provided further, however, that such extended exercise period shall end not later than thirty (30) days after the exercise of such SAR first would no longer violate such law.

7.5. Award Agreement. Each SAR grant shall be evidenced by an Award Agreement that shall specify the number of Shares to which the SAR pertains, the Grant Price, the term of the SAR, and such other terms and conditions as the Committee shall determine in accordance with the Plan.

7.6. Term of SARs. The term of an SAR granted under the Plan shall be determined by the Committee, in its sole discretion; provided, however, that the term of any Tandem SAR shall be the same as the related Option.

7.7. Payment of SAR Amount. An election to exercise SARs shall be deemed to have been made on the date of Notice of such election to the Company. Upon exercise of an SAR, a Participant shall be entitled to receive payment from the Company in an amount determined by multiplying:

(a) The excess of the Fair Market Value of a Share on the date of exercise over the Grant Price of the SAR; by

(b) The number of Shares with respect to which the SAR is exercised.

Notwithstanding the foregoing provisions of this Section 7.7 to the contrary, the Committee may establish and set forth in the applicable Award Agreement a maximum amount per Share that will be payable upon the exercise of an SAR. At the discretion of the Committee, such payment upon exercise of an SAR shall be in cash, in Shares of equivalent Fair Market Value, or in some combination thereof.

7.8. Rights as a Shareholder. A Participant receiving an SAR shall have the rights of a Shareholder only as to Shares, if any, actually issued to such Participant upon satisfaction or achievement of the terms and conditions of the Award, and in accordance with the provisions of the Plan and the applicable Award Agreement, and not with respect to Shares to which such Award relates but which are not actually issued to such Participant.

7.9. Termination of Employment or Service . Each SAR Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the SAR following such Participant's Termination, if at all; provided , however , that in no event may a SAR be exercised after the expiration date of such SAR specified in the applicable Award Agreement, except as provided in the last sentence of Section 6.5 (in the case of Tandem SARs) or in the last sentence of Section 7.4 (in the case of Freestanding SARs). Such provisions shall be determined in the sole discretion of the Committee, need not be uniform among all SARs issued pursuant to the Plan, and may reflect distinctions based on the reasons for Termination.

ARTICLE VIII.
RESTRICTED STOCK AND RESTRICTED STOCK UNITS

8.1. Awards of Restricted Stock and Restricted Stock Units . Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant Shares of Restricted Stock and/or Restricted Stock Units to Participants in such amounts as the Committee shall determine. Subject to the terms and conditions of this Article VIII and the Award Agreement, upon delivery of Shares of Restricted Stock to a Participant, or creation of a book entry evidencing a Participant's ownership of Shares of Restricted Stock, pursuant to Section 8.6, the Participant shall have all of the rights of a shareholder with respect to such Shares, subject to the terms and restrictions set forth in this Article VIII or the applicable Award Agreement or as determined by the Committee. Restricted Stock Units shall be similar to Restricted Stock, except no Shares are actually awarded to a Participant who is granted Restricted Stock Units on the date of grant, and such Participant shall have no rights of a shareholder with respect to such Restricted Stock Units.

8.2. Award Agreement . Each Restricted Stock and/or Restricted Stock Unit Award shall be evidenced by an Award Agreement that shall specify the Period of Restriction, the number of Shares of Restricted Stock or the number of Restricted Stock Units granted, and such other provisions as the Committee shall determine in accordance with the Plan. Any Restricted Stock Award must be accepted by the Participant within a period of ninety (90) days (or such shorter period as determined by the Committee at the time of award) after the award date, by executing such Restricted Stock Award Agreement and providing the Committee or its designee a copy of such executed Award Agreement and payment of the applicable purchase price of such Shares of Restricted Stock, if any, as determined by the Committee.

8.3. Nontransferability of Restricted Stock . Except as provided in this Article VIII, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, encumbered, alienated, hypothecated or otherwise disposed of until the end of the applicable Period of Restriction established by the Committee and specified in the Restricted Stock Award Agreement.

8.4. Period of Restriction and Other Restrictions . The Period of Restriction shall lapse based on continuing service as a Non-Employee Director or Consultant or continuing employment with the Company, a Subsidiary or an Affiliate, the achievement of performance goals, the satisfaction of other conditions or restrictions or upon the occurrence of other events, in each case, as determined by the Committee, at its discretion, and stated in the Award Agreement.

8.5. Delivery of Shares, Payment of Restricted Stock Units . Subject to Section 18.10, after the last day of the Period of Restriction applicable to a Participant's Shares of Restricted Stock, and after all conditions and restrictions applicable to such Shares of Restricted Stock have been satisfied or lapse (including satisfaction of any applicable withholding tax obligations), pursuant to the applicable Award Agreement, such Shares of Restricted Stock shall become freely transferable by such Participant. After the last day of the Period of Restriction applicable to a Participant's Restricted Stock Units, and after all conditions and restrictions applicable to Restricted Stock Units have been satisfied or lapse (including satisfaction of any applicable withholding tax obligations), pursuant to the applicable Award Agreement, such Restricted Stock Units shall be settled by delivery of Shares, a cash payment determined by reference to the then-current Fair Market Value of Shares or a combination of Shares and such cash payment as the Committee, in its sole discretion, shall determine, either by the terms of the Award Agreement or otherwise.

8.6. Forms of Restricted Stock Awards . Each Participant who receives an Award of Shares of Restricted Stock shall be issued a stock certificate or certificates evidencing the Shares covered by such Award registered in the name of such Participant, which certificate or certificates may contain an appropriate legend. The Committee may require a Participant who receives a certificate or certificates evidencing a Restricted Stock Award to immediately deposit such certificate or certificates, together with a stock power or other appropriate instrument of transfer, endorsed in blank by the Participant, with signatures guaranteed in accordance with the Exchange Act if required by the Committee, with the Secretary of the Company or an escrow holder as provided in the immediately following sentence. The Secretary of the Company or such escrow holder as the Committee may appoint shall retain physical custody of each certificate representing a Restricted Stock Award until the Period of Restriction and any other restrictions imposed by the Committee or under the Award Agreement with respect to the Shares evidenced by such certificate expire or shall have been removed. The foregoing to the contrary notwithstanding, the Committee may, in its discretion, provide that a Participant's ownership of Shares of Restricted Stock prior to the lapse of the Period of Restriction or any other applicable restrictions shall, in lieu of such certificates, be evidenced by a "book entry" (i.e. , a computerized or manual entry) in the records of the Company or its designated agent in the name of the Participant who has received such Award. Such records of the Company or such agent shall, absent manifest error, be binding on all Participants who receive Restricted Stock Awards evidenced in such manner. The holding of Shares of Restricted Stock by the Company or such an escrow holder, or the use of book entries to evidence the ownership of Shares of Restricted Stock, in accordance with this Section 8.6, shall not affect the rights of Participants as owners of the Shares of Restricted Stock awarded to them, nor affect the restrictions applicable to such shares under the Award Agreement or the Plan, including the Period of Restriction.

8.7. Voting Rights . Unless otherwise determined by the Committee and set forth in a Participant's Award Agreement, to the extent permitted or required by law, as determined by the Committee, Participants holding Shares of Restricted Stock may be granted the right to exercise full voting rights with respect to those Shares during the Period of Restriction. A Participant shall have no voting rights with respect to any Restricted Stock Units.

8.8. Dividends and Other Distributions . During the Period of Restriction, Participants holding Shares of Restricted Stock shall be credited with any cash dividends paid with respect to such Shares while they are so held, unless determined otherwise by the Committee and set forth in the Award Agreement. The Committee may apply any restrictions to such dividends that the Committee deems appropriate. Except as set forth in the Award Agreement, in the event of (a) any adjustment as provided in Section 4.3, or (b) any shares or securities are received as a dividend, or an extraordinary dividend is paid in cash, on Shares of Restricted Stock, any new or additional Shares or securities or any extraordinary dividends paid in cash received by a recipient of Restricted Stock shall be subject to the same terms and conditions, including the Period of Restriction, as relate to the original Shares of Restricted Stock.

8.9. Termination of Employment or Service . Except as otherwise provided in this Section 8.9, during the Period of Restriction, any Restricted Stock Units and/or Shares of Restricted Stock held by a Participant shall be forfeited and revert to the Company (or, if Shares of Restricted Sock were sold to the Participant, the Participant shall be required to resell such Shares to the Company at cost) upon the Participant's Termination or the failure to meet or satisfy any applicable performance goals or other terms, conditions and restrictions to the extent set forth in the applicable Award Agreement. Each applicable Award Agreement shall set forth the extent to which, if any, the Participant shall have the right to retain Restricted Stock Units and/or Shares of Restricted Stock following such Participant's Termination. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the applicable Award Agreement, need not be uniform among all such Awards issued pursuant to the Plan, and may reflect distinctions based on the reasons for, or circumstances of, such Termination.

ARTICLE IX.
PERFORMANCE UNITS, PERFORMANCE SHARES, AND CASH-BASED AWARDS

9.1. Grant of Performance Units, Performance Shares and Cash-Based Awards . Subject to the terms of the Plan, Performance Units, Performance Shares, and/or Cash-Based Awards may be granted to Participants in such amounts and upon such terms, and at any time and from time to time, as shall be determined by the Committee, in accordance with the Plan. A Performance Unit, Performance Share or Cash-Based Award entitles the Participant who receives such Award to receive Shares or cash upon the attainment of applicable performance goals for the applicable Performance Period, and/or satisfaction of other terms and conditions, in each case determined by the Committee, and which may be set forth in the Award Agreement. Such entitlements of a Participant with respect to his or her outstanding Performance Unit, Performance Share or Cash-Based Award shall be reflected by a bookkeeping entry in the records of the Company, unless otherwise provided by the Award Agreement. The terms and conditions of such Awards shall be consistent with the Plan and set forth in the Award Agreement and need not be uniform among all such Awards or all Participants receiving such Awards.

9.2. Earned Performance Shares, Performance Units and Cash-Based Awards . Performance Shares, Performance Units and Cash-Based Awards shall become earned, in whole or in part, based upon the attainment of performance goals specified by the Committee and/or the occurrence of any event or events and/or satisfaction of such terms and conditions, including a Change of Control, as the Committee shall determine, either at or after the Grant Date. The Committee shall determine the extent to which any applicable performance goals and/or other terms and conditions of a Performance Unit, Performance Share or Cash-Based Award are attained or not attained following conclusion of the applicable Performance Period. The Committee may, in its discretion, waive any such performance goals and/or other terms and conditions relating to any such Award.

9.3. Form and Timing of Payment of Performance Units, Performance Shares and Cash-Based Awards . Payment of earned Performance Units, Performance Shares and Cash-Based Awards shall be as determined by the Committee and as set forth in the Award Agreement. Subject to the terms of the Plan, the Committee, in its sole discretion, may pay earned Performance Units, Performance Shares and Cash-Based Awards in the form of cash or in Shares (or in a combination thereof) which have an aggregate Fair Market Value equal to the value of the earned Performance Units, Performance Shares or Cash-Based Awards following conclusion of the Performance Period and the Committee's determination of attainment of applicable performance goals and/or other terms and conditions in accordance with Section 9.2. Such Shares may be granted subject to any restrictions that may be imposed by the Committee, including a Period of Restriction or mandatory deferral. The determination of the Committee with respect to the form of payment of such Awards shall be set forth in the Award Agreement pertaining to the grant of the Award.

9.4. Rights as a Shareholder . A Participant receiving a Performance Unit, Performance Share or Cash-Based Award shall have the rights of a shareholder only as to Shares, if any, actually received by the Participant upon satisfaction or achievement of the terms and conditions of such Award and not with respect to Shares subject to the Award but not actually issued to such Participant.

9.5. Termination of Employment or Service . Each Award Agreement shall set forth the extent to which the Participant shall have the right to retain Performance Units, Performance Shares and/or Cash-Based Award following such Participant's Termination. Such provisions shall be determined in the sole discretion of the Committee, shall be included in the applicable Award Agreement, need not be uniform among all such Awards issued pursuant to the Plan, and may reflect distinctions based on the reasons for Termination.

ARTICLE X.
OTHER SHARE-BASED AWARDS

10.1. Other Share-Based Awards . The Committee may grant types of equity-based or equity-related Awards not otherwise described by the terms of the Plan (including the grant or offer for sale of unrestricted Shares), in such amounts (subject to Article IV) and subject to such terms and conditions, as the Committee shall determine. Such Other Share-Based Awards may involve the transfer of actual Shares to Participants, or payment in cash or otherwise of amounts based on the value of Shares and may include Awards designed to comply with or take advantage of the applicable local laws of jurisdictions in which the Participants are located.

10.2. Value of Other Share-Based Awards . Each Other Share-Based Award shall be expressed in terms of Shares or units based on Shares, as determined by the Committee. The Committee may establish performance goals in its discretion, and any such performance goals shall be set forth in the applicable Award Agreement. If the Committee exercises its discretion to establish performance goals, the number and/or value of Other Share-Based Awards that will be paid out to the Participant will depend on the extent to which such performance goals are met.

10.3. Payment of Other Share-Based Awards . Payment, if any, with respect to an Other Share-Based Award shall be made in accordance with the terms of the Award, as set forth in the Award Agreement, in cash or Shares as the Committee determines.

10.4. Termination of Employment or Service . The Committee shall determine the extent to which the Participant shall have the right to receive Other Share-Based Awards following the Participant's Termination, if at all. Such provisions shall be determined in the sole discretion of the Committee, such provisions may be included in the applicable Award Agreement, but need not be uniform among all Other Share-Based Awards issued pursuant to the Plan, and may reflect distinctions based on the reasons for Termination.

ARTICLE XI.
DIVIDEND EQUIVALENTS

11.1. Dividend Equivalents . Unless otherwise provided by the Committee, no adjustment shall be made in the Shares issuable or taken into account under Awards on account of cash dividends that may be paid or other rights that may be issued to the holders of Shares prior to issuance of such Shares under such Award. The Committee may grant Dividend Equivalents based on the dividends declared on Shares that are subject to any Award, including any Award the payment or settlement of which is deferred pursuant to Section 18.6. Dividend Equivalents may be credited as of the dividend payment dates, during the period between the date the Award is granted and the date the Award becomes payable or terminates or expires. Dividend Equivalents may be subject to any limitations and/or restrictions determined by the Committee. Dividend Equivalents shall be converted to cash or additional Shares by such formula and at such time , and shall be paid at such times, as may be determined by the Committee.

ARTICLE XII.
TRANSFERABILITY OF AWARDS; BENEFICIARY DESIGNATION

12.1. Transferability of Awards . Except as otherwise provided in Section 8.5 or Section 12.2 or a Participant's Award Agreement or otherwise determined at any time by the Committee, no Award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution; provided that the Committee may permit further transferability, on a general or a specific basis, and may impose conditions and limitations on any permitted transferability, subject to any applicable Period of Restriction. Further, except as otherwise provided in a Participant's Award Agreement or otherwise determined at any time by the Committee, or unless the Committee decides to permit further transferability, subject any applicable Period of Restriction, all Awards granted to a Participant under the Plan, and all rights with respect to such Awards, shall be exercisable or available during his or her lifetime only by or to such Participant. With respect to those Awards, if any, that are permitted to be transferred to another individual, references in the Plan to exercise or payment related to such Awards by or to the Participant shall be deemed to include, as determined by the Committee, the Participant's permitted transferee. In the event any Award is exercised by or otherwise paid to the executors, administrators, heirs or distributees of the estate of a deceased Participant, or such a Participant's beneficiary, or the transferee of an Award, in any such case, pursuant to the terms and conditions of the Plan and the applicable Agreement and in accordance with such terms and conditions as may be specified from time to time by the Committee, the Company shall be under no obligation to issue Shares thereunder unless and until the Company is satisfied, as determined in the discretion of the Committee, that the person or persons exercising such Award, or to receive such payment, are the duly appointed legal representative of the deceased Participant's estate or the proper legatees or distributees thereof or the named beneficiary of such Participant, or the valid transferee of such Award, as applicable. Any purported assignment, transfer or encumbrance of an Award that does not comply with this Section 12.1 shall be void and unenforceable against the Company.

12.2. Beneficiary Designation . Each Participant may, from time to time, name any beneficiary or beneficiaries who shall be permitted to exercise his or her Option or SAR or to whom any benefit under the Plan is to be paid in case of the Participant's death before he or she fully exercises his or her Option or SAR or receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. In the absence of any such beneficiary designation, a Participant's unexercised Option or SAR, or amounts due but remaining unpaid to such Participant, at the Participant's death, shall be exercised or paid as designated by the Participant by will or by the laws of descent and distribution.

ARTICLE XIII.
RIGHTS OF PARTICIPANTS

13.1. Rights or Claims. No person shall have any rights or claims under the Plan except in accordance with the provisions of the Plan and any applicable Award Agreement. The liability of the Company and any Subsidiary or Affiliate under the Plan is limited to the obligations expressly set forth in the Plan, and no term or provision of the Plan may be construed to impose any further or additional duties, obligations, or costs on the Company, any Subsidiary or any Affiliate thereof or the Board or the Committee not expressly set forth in the Plan. The grant of an Award under the Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in the Plan as being applicable to such type of Award, or to all Awards, or as are expressly set forth in the Award Agreement evidencing such Award. Without limiting the generality of the foregoing, neither the existence of the Plan nor anything contained in the Plan or in any Award Agreement shall be deemed to:

(a) Give any Employee or Non-Employee Director the right to be retained in the service of the Company, an Affiliate and/or a Subsidiary, whether in any particular position, at any particular rate of compensation, for any particular period of time or otherwise;

(b) Restrict in any way the right of the Company, an Affiliate and/or a Subsidiary to terminate, change or modify any Employee's employment or any Non-Employee Director's service as a Director at any time with or without Cause;

(c) Confer on any Consultant any right of continued relationship with the Company, an Affiliate and/or a Subsidiary, or alter any relationship between them, including any right of the Company or an Affiliate or Subsidiary to terminate, change or modify its relationship with a Consultant;

(d) Constitute a contract of employment or service between the Company or any Affiliate or Subsidiary and any Employee, Non-Employee Director or Consultant, nor shall it constitute a right to remain in the employ or service of the Company or any Affiliate or Subsidiary;

(e) Give any Employee, Non-Employee Director or Consultant the right to receive any bonus, whether payable in cash or in Shares, or in any combination thereof, from the Company, an Affiliate and/or a Subsidiary, nor be construed as limiting in any way the right of the Company, an Affiliate and/or a Subsidiary to determine, in its sole discretion, whether or not it shall pay any Employee, Non-Employee Director or Consultant bonuses, and, if so paid, the amount thereof and the manner of such payment; or

(f) Give any Participant any rights whatsoever with respect to an Award except as specifically provided in the Plan and the Award Agreement.

13.2. Adoption of the Plan. The adoption of the Plan shall not be deemed to give any Employee, Non-Employee Director or Consultant or any other individual any right to be selected as a Participant or to be granted an Award, or, having been so selected, to be selected to receive a future Award.

13.3. Vesting. Notwithstanding any other provision of the Plan, a Participant's right or entitlement to exercise or otherwise vest in any Award not exercisable or vested at the time of grant shall only result from continued services as a Non-Employee Director or Consultant or continued employment, as the case may be, with the Company or any Subsidiary or Affiliate, or satisfaction of any other performance goals or other conditions or restrictions applicable, by its terms, to such Award, except, in each such case, as the Committee may, in its discretion, expressly determine otherwise.

13.4. No Effects on Benefits. Payments and other compensation received by a Participant under an Award are not part of such Participant's normal or expected compensation or salary for any purpose, including calculating termination, indemnity, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments under any laws, plans, contracts, arrangements or otherwise. No claim or entitlement to compensation or damages arises from the termination of the Plan or diminution in value of any Award or Shares purchased or otherwise received under the Plan.

13.5. One or More Types of Awards. A particular type of Award may be granted to a Participant either alone or in addition to other Awards under the Plan.

ARTICLE XIV.
CHANGE OF CONTROL

14.1. Treatment of Outstanding Awards. In the event of a Change of Control, unless otherwise specifically prohibited by any applicable laws, rules or regulations or otherwise provided in any applicable Award Agreement, as in effect prior to the occurrence of the Change of Control, specifically with respect to a Change of Control:

(a) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement or by resolution adopted prior to the occurrence of such Change of Control, that any Options, SARs and Other Share-Based Awards (if applicable) which are outstanding shall become exercisable as determined by the Committee, notwithstanding anything to the contrary in the Award Agreement.

(b) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement or by resolution adopted prior to the occurrence of such Change of Control, that restrictions, performance goals or other conditions applicable to Restricted Stock Units, Shares of Restricted Stock and Other Share-Based Awards previously awarded to Participants shall be canceled or deemed achieved, the Period of Restriction applicable thereto shall terminate, and restrictions on transfer, sale, assignment, pledge or other disposition applicable to any such Shares of Restricted Stock shall lapse, in each case, to the extent provided by the Committee, notwithstanding anything to the contrary in the Award Agreement.

(c) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement or by resolution adopted prior to the occurrence of such Change of Control, that any Awards which are outstanding shall, in whole or in part, immediately become vested and nonforfeitable.

(d) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement or by resolution adopted prior to the occurrence of such Change of Control, that the target payment opportunities attainable under any outstanding Awards of Performance Units, Performance Shares, Cash-Based Awards and other Awards shall be deemed to have been fully or partially earned for any Performance Period(s), as determined by the Committee, immediately prior to the effective date of the Change of Control.

(e) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement applicable to any Award or by resolution adopted prior to the occurrence of such Change of Control, that any Award the payment or settlement of which was deferred under Section 18.6 or otherwise may be paid or distributed immediately prior to the Change of Control, except as otherwise provided by the Committee in accordance with Section 16.1(f).

(f) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement applicable to any Award or by resolution adopted prior to the occurrence of the Change of Control, that any outstanding Award shall be adjusted by substituting for each Share subject to such Award immediately prior to the transaction resulting in the Change of Control the consideration (whether stock or other securities of the surviving corporation or any successor corporation to the Company, or a parent or subsidiary thereof, or that may be issuable by another corporation that is a party to the transaction resulting in the Change of Control) received in such transaction by holders of Shares for each Share held on the closing or effective date of such transaction, in which event the aggregate Option Price or Grant Price, as applicable, of the Award shall remain the same; provided , however , that if such consideration received in such transaction is not solely stock of a successor, surviving or other corporation, the Committee may provide for the consideration to be received upon exercise or payment of an Award, for each Share subject to such Award, to be solely stock or other securities of the successor, surviving or other corporation, as applicable, equal in fair market value, as determined by the Committee, to the per-Share consideration received by holders of Shares in such transaction.

(g) In its discretion, and on such terms and conditions as it deems appropriate, the Committee may provide, either by the terms of the Award Agreement applicable to any Award or by resolution adopted prior to the occurrence of the Change of Control, that any outstanding Award (or portion thereof) shall be converted into a right to receive cash, on or as soon as practicable following the closing date or expiration date of the transaction resulting in the Change of Control in an amount equal to the highest value of the consideration to be received in connection with such transaction for one Share, or, if higher, the highest Fair Market Value of a Share during the thirty (30) consecutive business days immediately prior to the closing date or expiration date of such transaction, less the per-Share Option Price, Grant Price or outstanding unpaid purchase price, as applicable to the Award, multiplied by the number of Shares subject to such Award, or the applicable portion thereof.

(h) The Committee may, in its discretion, provide that an Award can or cannot be exercised after, or will otherwise terminate or not terminate as of, a Change of Control.

14.2. No Implied Rights; Other Limitations . No Participant shall have any right to prevent the consummation of any of the acts described in Section 4.3 or 14.1 affecting the number of Shares available to, or other entitlement of, such Participant under the Plan or such Participant's Award. Any actions or determinations of the Committee under this Article XVI need not be uniform as to all outstanding Awards, nor treat all Participants identically.

ARTICLE XV.
AMENDMENT, MODIFICATION, AND TERMINATION

15.1. Amendment, Modification, and Termination . The Board may, at any time and with or without prior notice, amend, alter, suspend, or terminate the Plan, and the Committee may, to the extent permitted by the Plan, amend the terms of any Award theretofore granted, including any Award Agreement, in each case, retroactively or prospectively; provided , however , that no such amendment, alteration, suspension, or termination of the Plan shall be made, without first obtaining approval of the shareholders of the Company (where such approval is necessary to satisfy any applicable law, regulation or rule (including the applicable regulations and rules of the SEC and any national securities exchange)), which would:

(a) except as is provided in Section 4.3, increase the maximum number of Shares which may be sold or awarded under the Plan;

(b) except as is provided in Section 4.3, decrease the minimum Option Price or Grant Price requirements of Section 7.2, respectively;

(c) change the class of persons eligible to receive Awards under the Plan;

(d) extend the duration of the Plan or the period during which Options or SARs may be exercised under Section 6.4 or 7.6, as applicable; or

(e) otherwise require shareholder approval to comply with any applicable law, regulation or rule (including the applicable regulations and rules of the SEC and any national securities exchange).

In addition, no such amendment, alteration, suspension or termination of the Plan or any Award theretofore granted, including any Award Agreement, shall be made which would materially impair the previously accrued rights of a Participant under any outstanding Award without the written consent of such Participant, provided , however , that the Board may amend or alter the Plan and the Committee may amend or alter any Award, including any Agreement, either retroactively or prospectively, without the consent of the applicable Participant, (x) so as to preserve or come within any exemptions from liability under Section 16(b) of the Exchange Act, pursuant to the rules and releases promulgated by the SEC (including Rule 16b-3), or (y) if the Board or the Committee determines in its discretion that such amendment or alteration either (I) is required or advisable for the Company, the Plan or the Award to satisfy, comply with or meet the requirements of any law, regulation, rule or accounting standard or (II) is not reasonably likely to significantly diminish the benefits provided under such Award, or that such diminishment has been or will be adequately compensated.

ARTICLE XVI.
TAX WITHHOLDING AND OTHER TAX MATTERS

16.1. Tax Withholding . The Company and/or any Subsidiary or Affiliate are authorized to withhold from any Award granted or payment due under the Plan the amount of all taxes due in respect of such Award or payment and take any such other action as may be necessary or appropriate, as determined by the Committee, to satisfy all obligations for the payment of such taxes. No later than the date as of which an amount first becomes includible in the gross income or wages of a Participant for tax purposes with respect to any Award, such Participant shall pay to the Company, or make arrangements satisfactory to the Committee regarding the payment of, any taxes or social security (or similar) contributions of any kind required by law to be withheld with respect to such amount. The obligations of the Company under the Plan shall be conditional on such payment or satisfactory arrangements (as determined by the Committee in its discretion), and the Company and the Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to such Participant, whether or not under the Plan.

16.2. Withholding or Tendering Shares . Without limiting the generality of Section 16.1, the Committee may in its discretion permit a Participant to satisfy or arrange to satisfy, in whole or in part, the tax obligations incident to an Award by: (a) electing to have the Company withhold Shares or other property otherwise deliverable to such Participant pursuant to his or her Award (provided , however , that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy required withholding obligations using the minimum statutory withholding rates for tax purposes, including payroll taxes, that are applicable to supplemental taxable income) and/or (b) tendering to the Company Shares owned by such Participant (or by such Participant and his or her spouse jointly) and purchased or held for the requisite period of time as may be required to avoid the Company's or the Affiliates' or Subsidiaries' incurring an adverse accounting charge, based, in each case, on the Fair Market Value of the Shares on the payment date as determined by the Committee. All such elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate. The Committee may establish such procedures as it deems appropriate, including making irrevocable elections, for settlement of withholding obligations with Shares or otherwise.

16.3. Restrictions . The satisfaction of tax obligations pursuant to this Article XVI shall be subject to such restrictions as the Committee may impose, including any restrictions required by applicable law or the rules and regulations of the SEC, and shall be construed consistent with an intent to comply with any such applicable laws, rule and regulations.

16.4. No Guarantee of Favorable Tax Treatment. The Company does not warrant that any Award under the Plan will qualify for favorable tax treatment under any provision of any applicable law. The Company shall not be liable to any Participant for any tax, interest, or penalties the Participant might owe as a result of the grant, holding, vesting, exercise, or payment of any Award under the Plan.

ARTICLE XVII.
LIMITS OF LIABILITY; INDEMNIFICATION

17.1. Limits of Liability.

(a) Any liability of the Company or a Subsidiary or Affiliate to any Participant with respect to any Award shall be based solely upon contractual obligations created by the Plan and the Award Agreement.

(b) None of the Company, any Subsidiary, any Affiliate, any member of the Board or the Committee or any other person participating in any determination of any question under the Plan, or in the interpretation, administration or application of the Plan, shall have any liability, in the absence of bad faith, to any party for any action taken or not taken in connection with the Plan, except as may expressly be provided by statute.

(c) Each member of the Committee, while serving as such, shall be considered to be acting in his or her capacity as a director of the Company. Members of the Board of Directors and members of the Committee acting under the Plan shall be fully protected in relying in good faith upon the advice of counsel and shall incur no liability except for gross negligence or willful misconduct in the performance of their duties.

(d) The Company shall not be liable to a Participant or any other person as to: (i) the non-issuance of Shares as to which the Company has been unable to obtain from any regulatory body having relevant jurisdiction the authority deemed by the Committee or the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, and (ii) any tax consequence expected, but not realized, by any Participant or other person due to the receipt, exercise or settlement of any Option or other Award.

17.2. Indemnification. Subject to the requirements of applicable law, each individual who is or shall have been a member of the Committee or of the Board, or an officer of the Company to whom authority was delegated in accordance with Article III, shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf, unless such loss, cost, liability, or expense is a result of the individual's own willful misconduct or except as provided by statute. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such individual may be entitled under the Company's Articles of Association, as a matter of law, or otherwise, or any power that the Company may have to indemnify or hold harmless such individual.

ARTICLE XVIII.
MISCELLANEOUS

18.1. Drafting Context. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural. The words "Article," "Section," and "paragraph" herein shall refer to provisions of the Plan, unless expressly indicated otherwise. The words "include," "includes," and "including" herein shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of similar import, unless the context otherwise requires. The headings and captions appearing herein are inserted only as a matter of convenience. They do not define, limit, construe, or describe the scope or intent of the provisions of the Plan.

18.2. Forfeiture Events.

(a) Notwithstanding any provision of the Plan to the contrary, the Committee shall have the authority to determine (and may so provide in any Agreement) that a Participant's (including his or her estate's, beneficiary's or transferee's) rights (including the right to exercise any Option or SAR), payments and benefits with respect to any Award shall be subject to reduction, cancellation, forfeiture or recoupment in the event of the Participant's Termination for Cause or due to voluntary resignation; serious misconduct; violation of the Company's or a Subsidiary's or Affiliate's policies; breach of fiduciary duty; unauthorized disclosure of any trade secret or confidential information of the Company or a Subsidiary or Affiliate; breach of applicable noncompetition, nonsolicitation, confidentiality or other restrictive covenants; or other conduct or activity that is in competition with the business of the Company or any Subsidiary or Affiliate, or otherwise detrimental to the business, reputation or interests of the Company and/or any Subsidiary or Affiliate; or upon the occurrence of certain events specified in the applicable Award Agreement (in any such case, whether or not the Participant is then an Employee, Non-Employee Director or Consultant). The determination of whether a Participant's conduct, activities or circumstances are described in the immediately preceding sentence shall be made by the Committee in its discretion, and pending any such determination, the Committee shall have the authority to suspend the exercise, payment, delivery or settlement of all or any portion of such Participant's outstanding Awards pending an investigation of the matter.

(b) If the Company is required to prepare an accounting restatement (x) due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under the securities laws, the individuals subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002 and any Participant who knowingly engaged in such misconduct, was grossly negligent in engaging in such misconduct, knowingly failed to prevent such misconduct or was grossly negligent in failing to prevent such misconduct, shall reimburse the Company the amount of any payment in settlement of an Award earned or accrued during the twelve- (12-) month period following the public issuance or Exchange Act filing (whichever first occurred) of the financial document that contained such material noncompliance, and (y) the Committee may in its discretion provide that if the amount earned under any Participant's Award is reduced by such restatement, such Participant shall reimburse the Company the amount of any such reduction previously paid in settlement of such Award.

18.3. Severability . In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

18.4. Transfer, Leave of Absence . The Committee shall have the discretion to determine the effects upon any Award, upon an individual's status as an Employee, Non-Employee Director or Consultant for purposes of the Plan (including whether a Participant shall be deemed to have experienced a Termination or other change in status) and upon the exercisability, vesting, termination or expiration of any Award in the case of: (a) any Participant who is employed by an entity that ceases to be an Affiliate or Subsidiary (whether due to a spin-off or otherwise), (b) any transfer of a Participant between locations of employment with the Company, an Affiliate, and/or Subsidiary or between the Company, an Affiliate or Subsidiary or between Affiliates or Subsidiaries, (c) any leave of absence of a Participant, (d) any change in a Participant's status from an Employee to a Consultant or a Non-Employee Director, or vice versa, (e) any increase or decrease in the scope of engagement of a Participant; and (f) upon approval by the Committee, any Employee who experiences a Termination but becomes employed by a partnership, joint venture, corporation or other entity not meeting the requirements of an Affiliate or Subsidiary .

18.5. Exercise and Payment of Awards . An Award shall be deemed exercised or claimed when the Secretary of the Company or any other Company official or other person designated by the Committee for such purpose receives appropriate written notice from a Participant, in form acceptable to the Committee, together with payment of the applicable Option Price, Grant Price or other purchase price, if any, and compliance with Article XVI, in accordance with the Plan and such Participant's Award Agreement.

18.6. Deferrals . Subject to applicable law, the Committee may from time to time establish procedures pursuant to which a Participant may defer on an elective or mandatory basis receipt of all or a portion of the cash or Shares subject to an Award on such terms and conditions as the Committee shall determine, including those of any deferred compensation plan of the Company or any Subsidiary or Affiliate specified by the Committee for such purpose.

18.7. Loans . The Company may, in the discretion of the Committee, extend one or more loans to Participants in connection with the exercise or receipt of an Award granted to any such Participant; provided , however , that the Company shall not extend loans to any Participant if prohibited by law or the rules of any stock exchange or quotation system on which the Company's securities are listed. The terms and conditions of any such loan shall be established by the Committee.

18.8. No Effect on Other Plans . Neither the adoption of the Plan nor anything contained herein shall affect any other compensation or incentive plans or arrangements of the Company or any Subsidiary or Affiliate, or prevent or limit the right of the Company or any Subsidiary or Affiliate to establish any other forms of incentives or compensation for their directors, officers, eligible employees or consultants or grant or assume options or other rights otherwise than under the Plan.

18.9. Section 16 of Exchange Act . The provisions and operation of the Plan are intended to ensure that no transaction under the Plan is subject to (and not exempt from) the short-swing profit recovery rules of Section 16(b) of the Exchange Act. Unless otherwise stated in the Award Agreement, notwithstanding any other provision of the Plan, any Award granted to an Insider shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3) that are requirements for the application of such exemptive rule, and the Plan and the Award Agreement shall be deemed amended to the extent necessary to conform to such limitations.

18.10. Requirements of Law; Limitations on Awards .

(a) The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(b) If at any time the Committee shall determine, in its discretion, that the listing, registration and/or qualification of Shares upon any securities exchange or under any law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the sale or purchase of Shares hereunder, the Company shall have no obligation to allow the grant, exercise or payment of any Award, or to issue or deliver evidence of title for Shares issued under the Plan, in whole or in part, unless and until such listing, registration, qualification, consent and/or approval shall have been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Committee.

(c) If at any time counsel to the Company shall be of the opinion that any sale or delivery of Shares pursuant to an Award is or may be in the circumstances unlawful or result in the imposition of excise taxes on the Company or any Subsidiary or Affiliate under the statutes, rules or regulations of any applicable jurisdiction, the Company shall have no obligation to make such sale or delivery, or to make any application or to effect or to maintain any qualification or registration under the Securities Act, or otherwise with respect to Shares or Awards and the right to exercise or payment of any Option or Award shall be suspended until, in the opinion of such counsel, such sale or delivery shall be lawful or will not result in the imposition of excise taxes on the Company or any Subsidiary or Affiliate.

(d) Upon termination of any period of suspension under this Section 18.10, any Award affected by such suspension which shall not then have expired or terminated shall be reinstated as to all Shares available before such suspension and as to the Shares which would otherwise have become available during the period of such suspension, but no suspension shall extend the term of any Award.

(e) The Committee may require each person receiving Shares in connection with any Award under the Plan to represent and agree with the Company in writing that such person is acquiring such Shares for investment without a view to the distribution thereof, and/or provide such other representations and agreements as the Committee may prescribe. The Committee, in its absolute discretion, may impose such restrictions on the ownership and transferability of the Shares purchasable or otherwise receivable by any person under any Award as it deems appropriate. Any such restrictions shall be set forth in the applicable Award Agreement, and the certificates evidencing such shares may include any legend that the Committee deems appropriate to reflect any such restrictions.

(f) An Award and any Shares received upon the exercise or payment of an Award shall be subject to such other transfer and/or ownership restrictions and/or legending requirements as the Committee may establish in its discretion and may be referred to on the certificates evidencing such Shares, including restrictions under applicable securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares.

18.11 Participants Deemed to Accept Plan . By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated their acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Board, the Committee or the Company, in any case in accordance with the terms and conditions of the Plan.

18.12 Governing Law . The Plan and, except as provided below or in an applicable subplan, each Award Agreement to a Participant shall be governed by the laws of the State of Israel, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Unless otherwise provided in the Award Agreement, Participants are deemed to submit to the exclusive jurisdiction and venue of the courts in Tel-Aviv, Israel, to resolve any and all issues that may arise out of or relate to the Plan or any related Award Agreement.

18.13. Plan Unfunded . The Plan shall be unfunded. The Company shall not be required to establish any special or separate fund or to make any other segregation of assets to assure the issuance of Shares or the payment of cash upon exercise or payment of any Award. Proceeds from the sale of Shares pursuant to Options or other Awards granted under the Plan shall constitute general funds of the Company.

18.14. Administration Costs . The Company shall bear all costs and expenses incurred in administering the Plan, including expenses of issuing Shares pursuant to any Options or other Awards granted hereunder.

18.15. Uncertificated Shares . To the extent that the Plan provides for issuance of certificates to reflect the transfer of Shares, the transfer of such Shares may nevertheless be effected on a noncertificated basis, to the extent not prohibited by applicable law or the rules of any stock exchange.

18.16. No Fractional Shares . An Option or other Award shall not be exercisable with respect to a fractional Share or the lesser of fifty (50) shares or the full number of Shares then subject to the Option or other Award. No fractional Shares shall be issued upon the exercise or payment of an Option or other Award and any such fractions shall be rounded to the nearest whole number.

18.17. Data Protection . By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company or any Subsidiary or Affiliate, in any form whatsoever, of any data of a professional or personal nature which is necessary for the purposes of administering the Plan. The Company may share such information with any Subsidiary or Affiliate, any trustee, its registrars, brokers, other third-party administrator or any person who obtains control of the Company or any Subsidiary or Affiliate or any division respectively thereof.

18.18. Right of Offset . The Company and the Subsidiaries and Affiliates shall have the right to offset against the obligations to make payment or issue any Shares to any Participant under the Plan, any outstanding amounts (including travel and entertainment advance balances, loans, tax withholding amounts paid by the employer or amounts repayable to the Company or any Subsidiary or Affiliate pursuant to tax equalization, housing, automobile or other employee programs) such Participant then owes to the Company or any Subsidiary or Affiliate and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement.

18.19. Participants . Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws or practices of countries in which the Company, any Affiliate, and/or any Subsidiary operates or has Employees, Non-Employee Directors or Consultants, the Committee, in its sole discretion, shall have the power and authority to:

(a) Determine which Affiliates and Subsidiaries shall be covered by the Plan;

(b) Determine which Employees, Non-Employee Directors and/or Consultants are eligible to participate in the Plan;

(c) Grant Awards (including substitutes for Awards), and modify the terms and conditions of any Awards, on such terms and conditions as the Committee determines necessary or appropriate to permit participation in the Plan by individuals otherwise eligible to so participate, or otherwise to comply with applicable laws or conform to applicable requirements or practices of the applicable jurisdictions;

(d) Establish subplans and adopt or modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 18.19 by the Committee shall be attached to the Plan as appendices; and

(e) Take any action, before or after an Award is made, that the Committee, in its discretion, deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals.

Notwithstanding the above, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate any applicable law.

Exhibit 4.10

Addendum to Manpower Agreement dated July 20, 2011

Entered into in Kibbutz Sdot Yam in July 2015

Between: **Caesarstone Sdot- Yam Ltd., PC 51-143950-7**
Of Kibbutz Sdot Yam, MP 38805
(the **"Company** ")

And **Sdot Yam Agricultural Cooperative Society Ltd., PC 570003509**
Of Kibbutz Sdot Yam, MP 38805
(the **"Kibbutz** ")

Whereas On July 20, 2011 a manpower agreement was signed between the Company and the Kibbutz (the **"Original Agreement"**);and

Whereas the Company's audit committee determined that the engagement in the Original Agreement in accordance with Section 275 of the Companies Law 1999 (the " **Companies Law**) related to the receipt of manpower services from the Kibbutz for positions of office holders (as defined in the Companies Law, the " **Kibbutz appointed office holders**) will be for a period of three years from the date the Company became public (and not for the period prescribed in the Original Agreement) and the Original Agreement with regards to the kibbutz appointed office holders will expire at the end of three years, i.e. March 21, 2015 (the " **Termination Date"**), whereas the engagement pursuant to the provisions of the Original Agreement related to any party other than Kibbutz appointed office holders, will remain unchanged and will be for the full term of the Original Agreement; and

Whereas the Parties wish to continue the engagement between them in accordance with the Original Agreement also with regards to the Kibbutz appointed office holders for an additional period of three years commencing from the Termination Date;

The Parties Have Therefore Declared, Stipulated and Agreed as Follows:

1. **Introduction, Appendices and Definitions**

1.1 The introduction and appendices are an integral part of this Agreement.

1.2 The headings in this agreement are for convenience purposes only and should not be used to interpret the Agreement.

2. **Term of the Original Agreement regarding Kibbutz appointed office holders**

2.1 In accordance with Section 9.3 of the Original Agreement, it is hereby clarified and agreed that despite the aforementioned in Section 7.1 of the Original Agreement regarding the " **Term of the Agreement"** , solely with respect to Kibbutz appointed office holders, the following will apply:

2.1.1 The initial term of the agreement will be until the Termination Date, and it will be extended for a period of an additional three years (i.e. until 21 March 2018) (the **"Additional Period"**), subject to approval of this Addendum by the relevant organs in the Company in accordance with Section 275 of the Companies Law (the " **Necessary Approvals** ").

2.1.2 With and subject to obtaining all of the Necessary Approvals, this Addendum will become effective for the Additional Period and the provisions of the Original Agreement will continue to apply with regards to the Kibbutz appointed officer holders as well.

2.1.3 Any additional extension of the Original Agreement with regards to the Kibbutz appointed officer holders beyond the Additional Period set forth in Section 2.1.1 above, is subject to a separate approval by the relevant organs in the Company, in accordance with the provisions of the law, as will be valid from time to time.

2.2 It is hereby clarified that this Addendum does not change in any manner the effectiveness of the Original Agreement with respect to Kibbutz Appointed that are not office holders- and the provisions of the Original Agreement with regards to them will continue to apply unchanged.

2.3 Other than the amendment to Section 7.1 of the Original Agreement as specified above, all other provisions of the Original Agreement will remain unchanged and will continue to apply. Unless otherwise stated, the definitions mentioned in the Original Agreement will have the same meaning in this Addendum. The provisions of this Addendum, regarding any matter to which it pertains, will superseded the provisions of the Original Agreement.

In witness whereof, the parties come to set their hand and seal:

/s/ Caesarstone Sdot- Yam Ltd.	/s/ Sdot Yam Agricultural Cooperative Society Ltd.
Caesarstone Sdot- Yam Ltd.	**Sdot Yam Agricultural Cooperative Society Ltd.**

Exhibit 4.11

Agreement for Services and Distribution of Expenses

Entered into in Kibbutz Sdot Yam in July 2015

Between: **Caesarstone Sdot-Yam Ltd. PC 51-143950-7**
Of Kibbutz Sdot Yam MP 38805
(the **"Company** ")

And **Sdot Yam Agricultural Cooperative Society Ltd. PC 570003509**
Of Kibbutz Sdot Yam MP 38805
(the " **Kibbutz** ")

Whereas On July 20, 2011 an agreement was signed between the Company and the Kibbutz for the provision of services and distribution of expenses (the **"Original Agreement"**); and

Whereas the Company's audit committee determined that the engagement in accordance with the provisions of the Original Agreement would be for a period of three years from the date it entered into effect (i.e. the Original Agreement would terminate on March 20, 2015 and not on the end of the term set forth in the Original Agreement), in accordance with the Companies Law 5759-1999 (the " **Companies Law"**); and

Whereas the Parties wish to renew and update the Original Agreement and to establish different arrangements with regards to the services provided by the Kibbutz to the Company, as well as the various expenses and charges pertaining to the Company's use of the land and buildings located on Kibbutz premises; and

Whereas the Parties wish to define, arrange and set in writing the relationship between them with regards to the provision of services and distribution of expenses for an additional three year period, commencing on the date of the approval of the Agreement by the Company's general shareholders meeting (the **"Additional Period"**);

The Parties have therefore declared, stipulated and agreed as follows:

1. **Introduction, Appendices and Definitions**

1.1 The introduction and appendices are an integral part of this Agreement.

1.2 The headings in this agreement are for convenience purposes only and should not be used to interpret the Agreement.

1.3 In this Agreement: (a) the " **Company's Lands** " – lands and buildings made available for the exclusive use of the Company in Kibbutz Sdot Yam, by virtue of a land use agreement between the Company and the Kibbutz dated July 20, 2011; (b) the " **Services"** – the services to be provided to the Company by the Kibbutz in the ordinary course of the Company's business, as specified in this Agreement;

2. **The Kibbutz's Declarations and Undertakings**

The Kibbutz hereby declares and undertakes to the Company that:

2.1 It has the relevant knowledge, skills, expertise and know-how, technical devices and personnel to provide the Services and to fulfill all of its undertakings set forth in this Agreement in the best possible manner and with a high level of professionalism.

2.2 For the duration of the term of this Agreement, it will be in possession of all of the licenses and permits required by law, if any, to perform the Services, and will comply with all of the requirements and provisions of the law required by virtue of the provision of the Services. In addition, the Kibbutz undertakes to send to the Company for review upon demand any permit required with regards to performance of said Services, and in accordance with the Company's demand will even issue a certified copy of any said permit.

2.3 It is capable of complying with all of the undertakings it assumed in this Agreement.

2.4 There is no obstacle preventing its engagement in this Agreement and/or its fulfillment of any of the undertakings it assumed in this Agreement, by virtue of law, agreement or previous undertaking to which its party.

2.5 It made all of the decisions necessary in accordance with its articles of association and in accordance with the law to engage in this Agreement.

2.6 This Agreement does not contradict and/or violate any agreement and/or any other understanding to which it is party and does not constitute a violation of any of its undertakings.

3. **The Company's Declarations and Undertakings**

Subject to the approval of this Agreement by the Company's general meeting of shareholders, in accordance with the provisions of Section 275 of the Companies Law, the Company hereby declares and undertakes to the Kibbutz that:

3.1 It is capable of complying with all of the undertakings it assumed in this agreement.

3.2 That there is no obstacle preventing its engagement in this Agreement and/or its fulfillment of any of the undertakings it assumed in this Agreement, by virtue of law, agreement or previous undertaking to which its party.

3.3 It made all of the decisions necessary in accordance with its articles of association and the law to engage in this Agreement.

3.4 This Agreement does not contradict and/or violate any agreement and/or any other understanding to which it is party and does not constitute a violation of any of its undertakings.

4. **Cancelled**

5. **Payments and various expenses**

The parties set forth between them the arrangements specified below:

5.1 **Local Committee**

The Company will pay the Kibbutz in its capacity as Local Committee of Kibbutz Sdot Yam, Local Committee taxes for the Company’s Lands, in accordance with the provisions of the law, including the provisions of the Local Council Order (Regional Council) 5718-1958 and as long as it is authorized to serve as Local Committee in accordance with the law.

5.2 **Security**

The Company will pay the Kibbutz in its capacity as Sdot Yam Local Committee, the security tax in accordance with the provisions of the law and in accordance with the provisions of the Security Order of the Hof Hacarmel Local Council, as long as it is authorized to serve as Local Committee in accordance with the law.

5.3 **Water**

The Company will pay the Kibbutz payments based on actual consumption (based on the installed water meter) in accordance with Local Authority rates for water for industry. Said payments will be made to the Kibbutz once every calendar month, no later than EOM+60 every month (for water used by the Company as specified above for the previous month). In order to make said payment, the Kibbutz will issue to the Company at the end of every month, at least 10 days prior to the date of payment, the relevant data.

5.4 **Sewage Fees**

The Company will pay the Kibbutz a proportional share of the sewage fee that the Kibbutz pays to the Hof Hacarmel Local Council, in accordance with the rate set forth by the Hof Hacarmel Local Council, as will be in effect from time to time, and based on the calculation of quantities according to the methodology to calculate the Company's actual sewage consumption in relation to total sewage consumption paid for by the Kibbutz to the Council, as specified in the calculation of sanitary sewage for 2012-2013 attached **as Appendix A** to this Agreement (Hereinafter: **The Calculation**). The parties may agree from time to time on a different calculation that would reflect the distribution of usage between the parties. It is hereby clarified that as long as the Parties do not agree on a different calculation, the parties will act according to the calculation attached as Appendix A. Said payments will be made to the Kibbutz once every calendar month, EOM+60 per month (for the amount of sewage generated by eth Company as specified above for the previous month). In order to make said payment, the Kibbutz will present to the Company at the end of every month the relevant data.

5.5 **Waste Removal**

The Company will continue to pay directly to the Hof Hacarmel Regional Council the full payments for garbage removal from all Company’s Lands.

5.6 **Security at the gate of the Company’s plant**

The Company is exclusively responsible for guarding the Company’s Lands, including the entrances to these premises – at the Company's expense and at the scope the Company deems necessary.

5.7 **Water Infrastructure**

The pricing of the amounts the Company is paying third parties for water it uses on all Company's Lands also includes full payment for water infrastructures and as such, the Company will have no demand of the Kibbutz in this matter.

5.8 **Sewage Infrastructure**

For treatment and maintenance work performed by the Kibbutz on sewage infrastructures on Kibbutz premises that are not part of the Company's Lands, the Company will pay the Kibbutz a sum of 70 agorot plus VAT per every cubic meter of sewage actually channeled by the Company, in accordance with the calculation mentioned in Section 5.4 above (and attached as Appendix A), in light of the fact that the sewage generated by the Company flows through the Kibbutz's sewage infrastructure. Said sum will be linked to the Consumer Price Index compared to the known index on October 21, 2010. Said payments will be made to the Kibbutz once every calendar month, no later than EOM+60 per month (for the amount of sewage generated by the Company as specified above in the previous month). In order to make said payment, the Kibbutz will present to the Company at the end of every month the relevant data.

If renovation (and not maintenance) is required of the sewage infrastructure (that serve both the Kibbutz and the Company), that is not on Company's Lands (i.e. the main delivery line serves the Kibbutz and the Company to deliver waste water from the Company's plant to the waste treatment center ("WTC")) – the Company will pay the Kibbutz the proportional share of the cost of renovation that the Kibbutz will actually incur, in accordance with the amount of sewage actually channeled by the Company from the total amount of sewage channeled by the Kibbutz and Company together (in the 12 months prior to the start of renovation), in accordance with the calculation mentioned in Section 5.4 above (and attached as Appendix A).

To remove any and all doubt, it is hereby clarified that the Company will be responsible for treating waste infrastructure on Company's Lands, at its expense.

The Company further undertakes to make sure that all sewage it channels through the sewage infrastructures in the Kibbutz will comply with the standards set forth in the law.

5.9 **Electricity**

The Parties agree that as long as they do not reach an agreement in another document and/or subject to the rights afforded to them by law, the existing arrangement will continue to the date of the signing of this Agreement, according to which the Company pays the full electricity bill for electricity consumption of the Company and the Kibbutz, and charges the Kibbutz its relative share – in accordance with the measurement of the meters located at a joint board (when regarding electricity that arrives at the Concetto building, the arrangement is opposite – the Kibbutz pays the full electricity bill for electricity consumption of the Company and the Kibbutz owed for the Concetto building, and charges the Company its relative share – based on the measurement of the meters positioned in the Concetto building).

6. **Services**

Subject to the provisions of Section 7 below, the Kibbutz will provide the Company the services specified below (the **"Services"**) for the Additional Period, under the conditions and for the consideration specified for each of the services below:

6.1 **Decorative Services**

On the date of signing of this Agreement, the Company receives on decorative services from the Kibbutz on the Company's Lands. The Company will continue to receive decorative services from the Kibbutz (in the existing format) on Company's Lands, in consideration for NIS 4,750 plus VAT per month, linked to the Consumer Price Index known on May 1, 2014. Said payments will be made to the Kibbutz once every calendar month, no later than EOM + 60 form the date of the invoice following the service provision.

6.2 **Mail Services**

The Kibbutz will continue to allow the Company to use the Postal services of the Kibbutz during the Additional Period. In consideration, the Company will pay the Kibbutz a sum of NIS 5,000 plus VAT per month as subsidizing the office maintenance costs including cost of an employee of the office. Said sum will be linked to an increase in the Consumer Price Index compared to the known index on October 21, 2010. Said payments will be made to the Kibbutz once every calendar month, no later than EOM+60 from the date of the invoice following service provision. To remove any and all doubt, it is hereby clarified that in addition to said payment, the Company will also pay all payments for actual postal services used (stamps, envelopes, etc.).

6.3 **Meals and Food**

The Company will pay the Kibbutz a sum of NIS 30 plus VAT per each lunch eaten by a Company employee and anyone on behalf of the Company in the Kibbutz dining room. Said amount will be linked to an increase in the Consumer Price Index compared to the known index on January 1, 2015. Said payments will be made to the Kibbutz once every calendar month, no later than EOM+60 from the date of the invoice following the service provision. In order to make said payment, the Kibbutz will present to the Company at the end of every month the relevant data.

If the Company chooses from time to time to order other food supply from the Kibbutz (such as and without derogating from the generality of the aforementioned, sandwiches for Company employees), for the Company and/or anyone on its behalf, the Company will pay the Kibbutz the price to be agreed upon between the parties in advance for every type of food to be supplied to the Company as aforementioned.

The Company undertakes that in 2015, it will pay the Kibbutz for no less than 24,000 lunches in the Kibbutz cafeteria, and even if the Company does not consume said amount – it will pay the Kibbutz in any case for this number of meals (the " **minimum number of meals"**).

After 2015, the Company will be entitled to inform the Kibbutz in writing at any time and at intervals of once a year at most, of any change in the minimum number of meals for the year. The Company's failure to notify of a change will be considered as an undertaking by the Company to continue with the minimum number of meals set forth above (24,000 meals) per year.

If the Company does issue written notice of a change in the minimum number of meals per year, the Company will charge the minimum number of meals for which it issued written notice above to the Kibbutz (and only if the minimum number of meals announced by the Company will be low, in a manner that the Kibbutz believes that continued supply of meals to the Company is not economically feasible for the Kibbutz, the Kibbutz will be entitled to inform the Company, pursuant to having issued written notice within 30 days from the date of the Company's notice, that it was ceasing supply of meals to the Company – and if this occurs, the meals will be stopped by the Kibbutz to the Company within 3 months from the date of the Kibbutz notice).

It is further agreed that without derogating from the aforementioned, if supply of meals is stopped to the Company by the Kibbutz in accordance with the specified above, in any cause during the term of this Agreement, in which the Company seeks to engage with a third party in an agreement in which the third party would supply said meals to Company employees located on land and buildings on Kibbutz land, said engagement will be subject to Section 7.1 below.

6.4 **Laundry**

The Kibbutz will provide, for the duration of the term of this Agreement, exclusively, all laundry services used by the Company for Company employees who work on the Company's lands. Laundry services include as of the date of the signing of this Agreement: laundry of clothes, basic folding and packing of clothes in separate packages for each employee so that the employee number appears on every package as well as minor repairs (only). To remove any and all doubt, it is hereby clarified that the Company will not be authorized, for the duration of this Agreement, to establish a Laundromat on the Company's lands.

The Company will pay the Kibbutz a sum of NIS 7.90 plus VAT for every kg of clothes to be washed in the laundry services as described above, no later than EOM+60 from the date of the invoice following the service provision. Said amount will be linked to an increase in the Consumer Price Index compared to the known index on October 21, 2010. In order to make said payment, the Kibbutz will present to the Company every month, at least 10 days prior to the date of payment, the relevant data.

If the Company chooses from time to time to order from the Kibbutz additional laundry services, above and beyond the laundry services (such as dry cleaning, ironing), the Company will pay the Kibbutz a price to be agreed upon between the Parties in advance for every type of said service.

6.5 **Metal works**

a. "Stands"

The Kibbutz metal works will provide, for the duration of this Agreement, exclusively, all 'stand' preparation services the Company will required for its factory in Sdot Yam, in accordance with the Company's needs. The metal works will also provide the Company with stands for other factories in Bar Lev and in the US for the price stated below, if the Company so wishes, at its sole discretion.

In consideration, the Company will pay the Kibbutz NIS 152 plus VAT per stand actually supplied to it by the Kibbutz metal works. Said sum will be linked to an increase of the Consumer Price Index compared to the known index on January 1, 2015. Said payments will be made to the Kibbutz no later than EOM+60 from the date of invoice following service provision. In order to make said payment, the Kibbutz will present the Company at the end of every month, at least 10 days prior to the date of payment, the relevant data.

b. "Fracture Repairs"

In addition, the Kibbutz metal works will provide the Company, for the duration of this Agreement, to its plant in Sdot Yam, metal works fracture repairs in the field of mechanical frames, based on the Company's needs, with the Company preference to services from the Kibbutz, subject to the Company's consideration. Furthermore, the Kibbutz metal works will provide the Company metal works in the form of fracture repairs, for its other plant in Bar Lev and in the U.S. for the price set forth below, if the Company so wishes, at its sole discretion, plus coverage of reasonable expenses actually incurred for the delivery to its factories, against receipts and with regards to the plant in the U.S., flight, lodging and per diem expenses (in accordance with the requirements and subject to the advanced written approval of the Company).

The metals work will be available to provide the Company with the said services every day, to the extent possible 24 hours a day, 7 days a week. In consideration, the Company will pay the Kibbutz NIS 100 plus VAT per hour of work actually invested by the Kibbutz during normal work hours (07:00-17:00) (the " **regular work hours")** and an amount of NIS 150 plus VAT for every work hour actually invested by the Kibbutz after regular work hours (including weekends and holiday). It is hereby clarified that the metal works will take any measures in order to provide an immediate response to Company's needs and will not postpone work that can be performed during regular work hours beyond said hours.

If acquisition of raw material is required for these fracture repair works, the Company will pay the Kibbutz metal works, in addition to payment for work hours as well as the costs of raw materials that were actually purchased by the Kibbutz metal works, in accordance with receipts/invoices presented by the metal works, plus 5% of the price of the raw material for expenses actually incurred by the Kibbutz metal works for fracture repairs.

Said payments will be made to the Kibbutz no later than EOM+60 from the date of the invoice following the service provision. In order to make said payment, the Kibbutz will present to the Company at the end of every month, at least 10 days prior to the date of payment, the relevant data.

c. Other Metal Works for Special Projects

In addition to the aforementioned, the Company hereby provides the Kibbutz metal works right of first refusal, for the entire duration of this Agreement, for additional metal works to be required for special projects (i.e. – a project the cost of which for the metal work for the Company is above NIS 75,000) which the Company will require in Israel (to remove any and all doubt, including the Company's plants in the Kibbutz and in Bar Lev), and for the duration of the project, subject to Section 7.1 below. The end of the project will be determined by the Company, at its sole discretion. The Company will pay for the services for each project under EOM+60 from the date of the invoice following the service provision.

d. General

It is hereby clarified that as the Kibbutz metal works plant is consolidated in any form that is not within the confines of the Kibbutz – the provisions of this section will be considered a contract for the benefit of a third party (the Kibbutz metal works as will actually be consolidated). It is hereby clarified that the provisions of this section will apply during the term of this Agreement and as long as the metal works is controlled by the Kibbutz, directly or indirectly (even in case of consolidation in any form that is not part of the Kibbutz).

6.6 **Events**

The Company hereby grants the Kibbutz's events venue ("Gan Gili", "Al Hayam", "Kochav Hayam", "Kef Yam", and any other venues, if any, in the future on Kibbutz premises, controlled by the Kibbutz directly or indirectly) a right of first refusal for the entire duration of this Agreement, to host events and provide accompanying services related to the events, that in accordance with the planning of the type, scope, nature and date of the event by the Company, venue of the Kibbutz is suitable for hosting it (to remove any and all doubt, including events to be hosted by the Company in Israel for its employees and their families, suppliers, customer, overseas guests, etc.), at the Company's discretion.

It is hereby clarified that if any of the venues located on the Kibbutz is incorporated in any form that is not part of the Kibbutz – the provisions of this Section will be considered a contract with a third party (the Kibbutz venues as actually incorporated). It is hereby clarified that the provisions of this section will apply during the term of the Agreement and as long as the venues that are subject to the provisions of the agreement are controlled by the Kibbutz, directly or indirectly (even if incorporated in any way not part of the Kibbutz).

6.7 **Company's Use of the Kibbutz's Water Reserve**

The Company will be entitled to use the Kibbutz's water reserve, as a reserve for the fire extinguishing system required by the Company on Company's Lands. In consideration for said use, the Company will pay the Kibbutz a sum of NIS 2,000 plus VAT per month, linked to the increase in the Consumer Price Index compared the known index on January 1, 2015. Said payments will be made to the Kibbutz once every calendar month, no later than EOM+60 per month.

Without derogating from the generality of the aforementioned, the Company will act to plan an alternative solution for using the Kibbutz's water reserve, within 4 months from the date of signing of this Agreement. Once the planning has been completed, the parties will act to obtain the approvals, permits and licenses, if any is required, for the construction and/or operation of the alternative solution to the Kibbutz's water reserve. Once all of the permits and approvals required from the authorities have been obtained, the Company will act to complete the construction and implement the alternative solution within 8 months from the date on which all permits and approvals were obtained. Until completion of the alternative solution and obtaining the permits and licenses required to operate and use by the Company, the Company will use the Kibbutz's water reserve, in accordance with this Agreement. The Company will cease using the Kibbutz's water reserve within a reasonable time after completing the inspection of the alternative reserve by the Company, and obtaining all permits and licenses required in this respect.

6.8 **Additional General Services**

The Company will be required to receive from the Kibbutz from time to time various services that are not specified in the above sections, for sums that are not material for the Company, under conditions and prices to be agreed upon between it and the Kibbutz and that will be during the normal course of business and market conditions.

7. **General Provisions**

7.1 Competitive Process and Right of First Refusal

The Company will be entitled to perform – for each of the services specified in Section 6 above – a competitive process that includes comparison of prices for the relevant services, in accordance with the scope and content, and within these confines, receive price quotes from various suppliers, including the Kibbutz, for services set forth in this Agreement (including timetables, prices, specifications, volume, etc.) pursuant to said competitive process being carried out by the Company for every service at least one year form the previous date of said process).

At the end of every competitive process as specified and receipt of all proposals from the competition, including the Kibbutz, the most feasible proposal with regards to the relevant services will be chosen by the Company at its sole discretion (the " **Selected Proposal** " and the **"Selected Proposal Applicant"** , as applicable).

The Company will send the Kibbutz the summary of the terms of the Selected Proposal (without disclosing the data of the competing supplier) and will grant the Kibbutz a right of first refusal, i.e. the right to inform, within 10 business days from the date of receipt of the Selected Proposal (with the exception of metal works services, in which the Kibbutz will issue notice within 4 business days, and with the exception of services related to the events venue, for which the Kibbutz will immediately issue its announcement after receiving the selected proposal) – whether it is interested in acting as the applicant and provide the relevant services to the Company in accordance with all of the terms of the Selected Proposal.

If the Kibbutz will announce that it chose to provide the service under the terms of the Selected Proposal, the Company will use the services provided by the Kibbutz in accordance with all of the terms of the price quote. If the Kibbutz announces that it chose not to provide the services under the conditions of the Selected Proposal – the Company will be entitled to cease using said services provided by the Kibbutz, after having issued 30 days notice to the Kibbutz, and begin using the services provided by the Selected Proposal Applicant in accordance with the terms of the Selected Proposal; provided that, if after the Company begins using the services provided by the Selected Proposal Applicant, a material adverse change occurs to the terms of the Selected Proposal (and to remove any and all doubt, including material change in timetables, prices, specifications, volume, etc.) or the Company will consider replacing the Selected Proposal Applicant for its own reasons, the Company will again provide the Kibbutz with a right of first refusal in accordance with the aforementioned in this section – prior to and as a condition for using the services provided by the Selected Proposal Applicant in accordance with the material change to the terms of the Selected Proposal.

7.2 Change by the Kibbutz to the terms of the Services provided by the Metal Works and Cafeteria

The Kibbutz will be entitled to issue a notice- only with respect to the metal work and cafeteria services– if the cost of main raw materials significantly increases (i.e. an increase of 10% or more in the price of iron and food products compared to the price on the date of signing of this Agreement), according to which it wishes to change the prices and/or other terms of the metal work services and/or cafeteria services, as the case may be, provided such notice shall not be issued by the Kibbutz prior to the passing of at least one year from the previous date on which it provided such notice it regarding the relevant service (the " **Notice of Change").**

If the Kibbutz issued a notice of change, the Company will be entitled to announce – within 30 days from the date of receipt of the Notice of Change – if it wishes to continue to receive the metal work services or cafeteria services, as the case may be, from the Kibbutz, in accordance with all conditions of the notice of change and will be entitled to conduct a competitive process and grant right of first refusal in accordance with all of the provisions of Section 7.1 above, and in accordance with the Notice of Change. Regarding the cafeteria, the terms of the Notice of Change will be effective and apply only six months following the date of receipt of the Notice of Change, while until the date it becomes effective, the Kibbutz will continue to provide cafeteria services under the existing conditions.

7.3 Should the Company announce that it chose to receive the service under the terms of the Notice of Change, the Company will use the service provided by the Kibbutz in accordance with all of the terms of the Notice of Change. Should the Company announce that it chose not to receive the service under the terms of the Notice of Change – the Company will be entitled to discontinue use of said service provided by the Kibbutz and begin using the service provided by a third party. The Company will appoint an individual or several individuals on its behalf who will be in contact with the Kibbutz with regards to receiving the Services (the " **Contact Person")** . The Company reserves the right to replace any Contact Person from time to time at its sole discretion, pursuant to having issued notice to the Kibbutz identifying the new Contact Person.

7.4 The Company will be entitled at any time to reduce or expand the scope of the Services specified in this Agreement in accordance with its requirements or to cancel at any time, in a prior written notice of at least 25 business days, the services provided by the Kibbutz in accordance with this Agreement, in whole or in part, provided that if the Company cancels the use of certain services, the Company will not use such service at all in accordance with this Agreement during the relevant year for the last competitive process which was performed. If the Company requests that the Kibbutz provides it with additional services or to increase the volume of services provided within the confines of this Agreement, the parties will jointly consider this request, including determining the fees for these additional services, subject to obtaining the approvals required by law, if any, including approvals of the authorized organs in the Company.

7.5 The parties hereby declare and agree that the Kibbutz will be entitled to engage subcontractors and any other third parties, at its sole discretion, pursuant to having issued 30 days written notice, to provide services to the Company in accordance with this Agreement, subject to the Kibbutz bearing at all times all liability for provision of the services, the quality of the performance, the quality and compliance with the terms of this Agreement, and the Company will not charge in any way for any payment and/or expense, of any kind, any of the sub-providers whom the Kibbutz engaged. The Company will not charge in any case any third party in any undertaking, explicit or implied, monetary or otherwise, and will not be liable to said third party in any manner.

8. **Term of the Agreement**

8.1 This Agreement will be effective upon the approval of the Company's general meeting of shareholders (**"Effective Date"**) subject to obtaining all required approvals from the Company's organs in accordance with the law prior to said date, including the approval of the Company's general meeting of shareholders, and will be in effect for three years as of the Effective Date (the **"Term of the Agreement")** .

8.2 Any extension of the Term of the Agreement is subject to approval of the authorized organs of the Company, in accordance with the provisions of the law as will be in effect from time to time, and will be renewed or terminated in accordance with the provisions of the law, as applicable to the engagement between the parties.

8.3 The parties do hereby agree that on the Effective Date, the Original Agreement will expire and the provisions of this Agreement will superseded all of the previous provisions, understandings, presentations or undertakings between the parties, and that are rendered null and void. The parties declare that they have no allegations and/or claims and/or demands of each other due to this matter and related matter and/or that pertains and/or is derived from the Original Agreement and/or from its termination on March 20, 2015 (other than payment of various amounts owed to the Kibbutz for services actually rendered by the Kibbutz to the Company in accordance with the Original Agreement that were not paid by the end of the term of the Original Agreement and with the exception of Kibbutz's liability for services it rendered in accordance with the Original Agreement and if any defects or damages are discovered pertaining to and/or as a result of providing any such services, and any matter in accordance with Section 10 of the Original Agreement that will continue to apply with regards to services it provided in accordance with the Original Agreement), and if any of the parties has any allegations and/or claims and/or demands as specified, it irrevocably waives them by signing this Agreement.

8.4 Despite the aforementioned in Section 8.1 above, each party will be entitled to terminate this Agreement, with a written prior notice of 45 days to the other party, in each of the following circumstances: (a) the other party was issued an order of liquidation and/or order of receivership, temporary or permanent, that was not removed within 120 days from the date it was issued; (b) a motion was filed against the other party to appoint a liquidator and/or receiver and/or trustee and/or special administrator, and the motion was not dismissed within 120 days from the date it was filed; (c) a motion was filed by and/or against the other party to freeze proceedings and/or creditors arrangement (as defined in Section 350 of the Companies Law) and not dismissed within 120 days from the date it was filed; (d) foreclosure was ordered with respect to a significant asset of the other party and was not removed within 120 days from its submission, which could prevent the party subject to the foreclosure to perform any of its undertakings in accordance with this Agreement.

8.5 Furthermore, if the Kibbutz commits a fundamental breach of its undertakings in this Agreement with regards to any of the Services listed in Section 6 above – and fails to remedy the violation within 30 days from the date on which it was required to do so by the Company, in writing, provided that the Company specifically noted in its written notice that failure to remedy the violation by said date will result in the Company immediately ceasing to use the Services provided by the Kibbutz– and the Company will be entitled to notify the Kibbutz in writing that it has decided to cease using the services provided by the Kibbutz – as of such date, this Agreement will not apply with regards to the type of said service. To remove any and all doubt, it is hereby clarified that ceasing to use any specific service, as specified above, does not derogate from the undertakings of the parties, in accordance with the provisions of this Agreement, with regards to supplying and performing the other services, that were not terminated.

For the avoidance of doubt, it is hereby clarified that the termination of the Agreement by either Party and/or any termination of the Services by the Company, in accordance with the provisions as specified above, does not and will not derogate from any other remedy afforded to the injured party in accordance with this Agreement and/or in accordance with the law.

9. **Absence of Employer-Employee Relationship**

9.1 The Kibbutz will provide the Services to the Company in accordance with the provisions of this Agreement as an independent contractor. There is no, and will not be any, employer-employee relationship between the Company and the Kibbutz and/or anyone on behalf of the Kibbutz that will participate in the provision of services and/or any part therein.

9.2 The Kibbutz undertakes that it will not claim at any time against the Company that someone on behalf of the Kibbutz that will participate in providing Services is a Company employee and will not demand that the Company pay any fee based on allegations regarding employer-employee relationship between the Company and any individual as specified.

9.3 It is further clarified that the Kibbutz and/or anyone on its behalf that participates in providing the Services will not be entitled to any payment and/or any benefit and/or any other standard bonus in an employer-employee relationship, by virtue of the laws, ruling, custom or tradition of the Company, including social benefits required by law, including severance pay. All payments to anyone on behalf of the Kibbutz that participates in providing Services to the Company (including and without derogating from the generality of the aforementioned, salary, social rights, deductions and payments to income tax and national insurance, work- related travel expenses and any social payment) and all taxes and levies that apply to the employer as such, will apply to the Kibbutz and/or any other third party with whom the Kibbutz engages as specified in Section 7.4 above, and for which the Company will not be liable in any way, shape or form.

9.4 Without derogating from the aforementioned, the Kibbutz will indemnify the Company, immediately upon first demand, any sum that the Company is forced to pay as a result of any charge imposed on it due to a ruling, decision or final judgment that was not delayed by the courts, that despite the aforementioned in this Agreement, the Kibbutz and/or any agent of the Kibbutz that participated in the provision of services maintained an employer-employee relationship with the Company. The sum of said indemnity will include any compensation, expense, payment, mandatory payment, tax or levy as well as legal expenses and retainers for the entire legal proceeding in which the Company is party – pursuant to having given the Kibbutz, if it found necessary, adequate opportunity to manage the proceeding and to defend against it.

10. **Liability and Insurance**

10.1 The Kibbutz will be liable to the Company and to any third party, if such liability is imposed by law, for any damage and/or loss and/or expense (together in this Section 10, the " **Damage"**), direct or indirect, that will be caused to the body and/or property and/or business of an individual and/or corporation, resulting from an act and/or omission of the Kibbutz and/or its employees and/or any of its agents during and/or as a result of performance of the Services in accordance with this Agreement, and the Kibbutz undertakes to adopt all necessary measures to prevent such Damage.

10.2 The Kibbutz undertakes to compensate and/or indemnify the Company, immediately upon first demand, for any Damage incurred by the Company and/or any of its agents and the liability for which is that of the Kibbutz as specified in Section 10.1 above.

10.3 In addition to the aforementioned, in any case when an allegation and/or lawsuit and/or demand by any third party is made against the Company and/or any of its agents for any Damage incurred by the third party and the liability for which is that of the Kibbutz as specified in Section 10.1 above, the Kibbutz will bear full liability for said Damage – pursuant to the Company having issued written notice to the Kibbutz (and on a date that would allow said implementation), along with a copy of the demand and/or lawsuit it received and would allow the Kibbutz to defend itself, on behalf of the Company, at the Kibbutz expense (and if necessary, through a legal counsel on its behalf, provided the legal counsel is experienced and suitable to handle the matter) from any demand or lawsuit.

10.4 The Kibbutz will acquire and maintain for the duration of this Agreement insurance to cover risks related to performance of the Services that are the subject of this Agreement, that are reasonable under the circumstances.

11. **Miscellaneous**

11.1 It is hereby explicitly agreed that the consideration to be paid to the Kibbutz in accordance with this Agreement for the performance of the Services will constitute the entire payment to which the Kibbutz is entitled to for providing the Services for the Term of the Agreement and that the Kibbutz, and/or anyone on its behalf, will not be entitled to any additional consideration and/or any right with regards to providing the Services and/or this Agreement, including with regards to the termination thereof, beyond this set consideration.

11.2 The Company will not be entitled to assign in any manner (and/or pledge and/or mortgage) any of its undertakings and rights under this Agreement to any third party.

11.3 Breaches of this Agreement will be subject to the provisions of the Contracts Law (Remedies for Breach of Contract) 1971.

11.4 The terms of this Agreement reflect in its entirety all of the agreements and understandings between the parties regarding the matters resolved therein, and the parties will not be tied to any promises, presentations, declarations, documents and/or agreements, written or verbal, made prior to the signing of this Agreement, if any, including as part of the Original Agreement that is terminated.

11.5 Any modification, amendment, waiver, extension and alike that are not in compliance with the provisions of this Agreement will be invalid, unless it is in writing and signed by the parties. No delay in the exercise of rights, granting extension, suspension and alike, will be considered as a waiver in any way unless it is in writing and signed by the parties.

11.6 The parties set forth that the courts in the Tel-Aviv district will retain sole local jurisdiction on all matters pertaining to this Agreement and that Israeli Law is the governing law for this Agreement.

12. **Notices and Addresses**

The addresses of the parties are as specified in the introduction to this Agreement (or any other address to be delivered by any party in writing to the other party). Any notice sent by either party based on said addresses will be considered as having been received by the addressee: (a) if sent by registered mail – within three (3) business days after the delivery; (b) if sent by fax or by email, one business day after it was sent, provided that the party sending the notice has confirmation of delivering the notice to the addressee.

In witness whereof, the parties come to set their hand and seal:

<u>/s/ Caesarstone Sdot- Yam Ltd.</u>	<u>/s/ Sdot Yam Agricultural Cooperative Society Ltd.</u>
Caesarstone Sdot- Yam Ltd.	**Sdot Yam Agricultural Cooperative Society Ltd.**

Exhibit 4.17

COMPENSATION POLICY

[Effective as of May 18, 2014 and amended on July 30, 2015]

CAESARSTONE SDOT YAM LTD.

Compensation Policy for Executive Officers and Directors

Table of Contents

A. Overview and Objectives

1. Introduction

This document sets forth the Compensation Policy for Executive Officers and Directors (this " **Compensation Policy** " or " **Policy** ") of Caesarstone Sdot-Yam Ltd. (" **Caesarstone** " or the " **Company** "), in accordance with the requirements of the Companies Law, 5759-1999 (the " **Companies Law** ").

Compensation is a key component of Caesarstone's overall human capital strategy to attract, retain, reward, and motivate highly skilled individuals that will enhance Caesarstone's value and otherwise assist Caesarstone to reach its business and financial long term goals. Accordingly, the structure of this Policy is established to tie the compensation of each officer to Caesarstone's goals and performance.

For purposes of this Policy, "Executive Officers" shall mean "Office Holders" as such term is defined in Section 1 of the Companies Law, excluding, unless otherwise expressly indicated herein, Caesarstone's directors. Executive Officers and directors may include also related parties, such as members of Kibbutz Sdot Yam, the Company's controlling shareholder.

This Compensation Policy shall apply to compensation agreements and arrangements which will be approved after the date on which this Compensation Policy is approved by the shareholders of Caesarstone and shall serve as Caesarstone's Compensation Policy for three (3) years commencing as of its adoption.

The Compensation Committee and the Board of Directors of Caesarstone (the " **Board** ") shall review and reassess the adequacy of this Policy from time to time, as required by the Companies Law.

It is hereby clarified that nothing in this Compensation Policy shall be deemed to grant any of Caesarstone's Executive Officers or directors or employees or any third party any right or privilege in connection with their employment by the Company. Such rights and privileges shall be governed by the respective personal employment agreements.

2. Objectives

Caesarstone's objectives and goals in setting this Compensation Policy are to attract, motivate and retain highly experienced personnel who will provide leadership for Caesarstone's success and enhance shareholder value, while supporting a performance culture that is based on merit, and differentiates and rewards excellent performance in the long term, while recognizing Caesarstone's core values. To that end, this Policy is designed, among others:

2.1. To closely align the interests of the Executive Officers with those of Caesarstone's shareholders in order to enhance shareholder value;

2.2. To provide the Executive Officers with a structured compensation package, including competitive salaries, performance-motivating cash and equity incentive programs and benefits, and to promote for each Executive Officer an opportunity to advance in a growing organization;

2.3. To strengthen the retention and the motivation of Executive Officers in the long term;

2.4. To provide appropriate awards for actual superior individual and corporate performance; and

2.5. To maintain consistency in the way that Executive Officers are compensated.

3. **Compensation structure and instruments**

3.1. Compensation instruments under this Compensation Policy may include the following:

3.1.1. Base salary;

3.1.2. Benefits and perquisites;

3.1.3. Cash bonuses;

3.1.4. Equity based compensation; and

3.1.5. Retirement and termination of service arrangements.

3.2. Any grant of Compensation instrument shall be subject to this Compensation Policy and to the obtainment of all approvals required under any applicable law. Grant of any compensation to the Company's CEO shall be subject to any approval required under any applicable law.

4. **Inter-Company Compensation Ratio**

4.1. In the process of drafting this Policy, Caesarstone's Board and Compensation Committee have examined the ratio between employer cost associated with the engagement of the Executive Officers and the average and median employer cost of the other employees of Caesarstone (including contractor employees as defined in the Companies Law), per territory and on a global basis (the **"Ratio").**

4.2. The possible ramifications of the Ratio on the work environment in Caesarstone were examined and will continue to be examined by the Company from time to time in order to ensure that levels of executive compensation, as compared to the overall workforce will not have a negative impact on work relations in Caesarstone.

5. **Overall Compensation - Ratio Between Fixed and Variable Compensation**

This Policy aims to balance the mix of "Fixed Compensation" (comprised of base salary, benefits and perquisites) and "Variable Compensation" (comprised of cash bonuses and equity based compensation) in order to, among other things, appropriately incentivize Executive Officers to meet Caesarstone's short and long term goals while taking into consideration the Company's need to manage a variety of business risks.

The value of the annual target Variable Compensation of each Executive Officer, to which such Executive Officer may be entitled subject to meeting his or her respective key performance indicators and/or by way of equity based incentives, shall be of value of at least 30% of such Executive Officer's annual Fixed Compensation.

B. <u>Base Salary, Benefits and Perquisites</u>

6. **Base Salary**

6.1. The base salary, for the purpose of this Policy, means the monthly fixed payment due to an Executive Officer whether an Executive Officer is an employee who is paid a salary or a contractor whose monthly consideration is paid against a tax invoice, in which case, the base salary shall be deemed as 70% of the monthly payment against a tax invoice.

6.2. The base salary varies between Executive Officers, and is individually determined **according** to the educational background, prior vocational experience, qualifications, role, business responsibilities and the past performance of the Executive Officer.

6.3. Since a competitive base salary is essential to Caesarstone's ability to attract and retain highly skilled professionals, Caesarstone will seek to establish a base salary that is competitive with the base salaries paid to comparable Executive Officers, while considering, among others, Caesarstone's size, performance and field of operation and the geographical location of the Executive Officer employed as well as his personal and professional skills.

7. **Benefits and Perquisites**

7.1. The following benefits and perquisites may be granted to the Executive Officers in order, among other things, to comply with legal requirements:

7.1.1. Vacation days in accordance with applicable law and market practice;

7.1.2. Sick days in accordance with applicable law and market practice;

7.1.3. Convalescence pay according to applicable law and market practice;

7.1.4. Monthly remuneration for a study fund, as allowed by applicable law and with reference to Caesarstone's practice and market practice;

7.1.5. Caesarstone shall contribute on behalf of the Executive Officer to an insurance policy or a pension fund, as allowed by applicable law and with reference to Caesarstone's policies and procedures and the practice in peer group companies; and

7.1.6. Caesarstone shall contribute on behalf of the Executive Officer towards work disability insurance, as allowed by applicable law and with reference to Caesarstone's policies and procedures and to the practice in peer group companies.

For the sake of clarity, non-Israeli Executive Officers may receive other similar, comparable or customary benefits and perquisites as applicable in the relevant jurisdiction in which they are employed. Such customary benefits and perquisites shall be determined based on the methods described in Section 6.3 of this Compensation Policy (with the necessary changes).

7.2. Caesarstone may offer additional benefits and perquisites to its Executive Officers, such as, but not limited to: cellular and land line phone benefits, company car and travel benefits, reimbursement of business travel expenses and other business related expenses, insurances, **newspaper subscriptions, academic and professional studies, welfare activities** etc., provided, however, that such additional benefits and perquisites shall be determined in accordance with Caesarstone's policies and procedures and be comparable to customary market practices.

C. Cash Bonuses

8. **Annual Bonuses - The Objective**

8.1. Compensation in the form of annual cash bonus(es) is an important element in aligning Executive Officers' compensation with Caesarstone's objectives and business goals.

8.2. Caesarstone's policy is to allow annual cash bonuses, which may be awarded to the Executive Officers upon the attainment of pre-set periodical objectives and personal targets.

8.3. In the event the employment of an Executive Officer is terminated prior to the end of a fiscal year, the Company may pay such Executive Officer a full annual bonus (provided that the termination date occurs in the third or fourth quarter of such fiscal year) or a prorated one. Such bonus will become due on the termination day of the Executive Officer's engagement with Caesarstone.

9. **Annual Bonuses - The Formula**

Executive Officers other than the CEO

9.1. The annual cash bonus which may be awarded to each of Caesarstone's Executive Officers other than the CEO (**"VPs"**) shall not exceed such VP's monthly base salary multiplied by eight (8).

9.2. The annual bonus of Caesarstone's VPs will be based on the measurable results of the Company, its divisions and personal objectives, and subject to a minimum threshold. Such measurable criteria will be recommended annually by Caesarstone's CEO and approved by the Compensation Committee at the commencement of each fiscal year (or start of employment, as applicable) on the basis of, but not limited to, company, division and personal objectives. Examples of measurable criteria that will be considered include: business and operational objectives (such as revenue and operating profit objectives, initiation of new markets and products, operational efficiency); customer focus (such as customer satisfaction); project milestones (such as product implementation in production, product acceptance and new product penetration) and investment in human capital (such as employee satisfaction, employee retention and employee training and leadership programs).

The achievable target annual bonus will be based mainly (at least 80%) on measurable criteria, and, with respect to its less significant part (up to 20%), at the CEO's discretion, subject to any additional approval as may be required by the Companies Law, provided, however, that if so permitted by law, the annual bonus of a VP which is not a director, may be based all or in part on the CEO's discretion based on the VP's contribution to Caesarstone.

CEO

9.3. The annual bonus of Caesarstone's CEO will be based on the measurable results of the Company and subject to a minimum threshold. Such measurable criteria will be set forth in the CEO engagement terms.

9.4. The annual cash bonus which may be awarded to Caesarstone's CEO with respect to a fiscal year shall not exceed an amount equal to 2.5% of Caesarstone's net profit in such fiscal year and in any case the accumulated amount of the annual bonus and the annual base salary of the CEO shall not exceed two (2) million US dollars.

9.5. The annual bonus will be based mainly (at least 80%) on measurable criteria, and, with respect to its less significant part (up to 20%), at the Board's discretion, subject to any additional approval as may be required by the Companies Law.

10. **Compensation Recovery ("Clawback")**

10.1. In the event of an accounting restatement, Caesarstone shall be entitled to recover from its Executive Officers the annual bonus compensation in the amount in which such bonus exceeded what would have been paid under the financial statements, as restated, provided that a claim is made by Caesarstone prior to the second anniversary of the fiscal year end of the restated financial statements.

10.2. Notwithstanding the aforesaid, the compensation recovery will not be triggered in the following events:

10.2.1. The financial restatement is required due to changes in the applicable financial reporting standards; or

10.2.2. The Compensation Committee has determined that clawback proceedings in the specific case would be impossible, impractical or not commercially or legally efficient.

10.3. Nothing in this Section 10 derogates from any other "clawback" or similar provisions regarding disgorging of profits imposed on Executive Officers by virtue of applicable securities laws.

11. **Special Bonuses**

11.1. Caesarstone may grant its Executive Officers a special bonus as an award for special achievements (such as in connection with mergers and acquisitions or offerings) at the CEO's discretion (and in the CEO's case, at the Board's discretion), subject to the approval of the Compensation Committee and any additional approval as may be required by the Companies Law (the " **Special Bonus** ").

11.2. Caesarstone may grant a newly recruited Executive Officer a signing bonus at the CEO's discretion (and in the CEO's case, at the Board's discretion), subject to the approval of the Compensation Committee and any additional approval as may be required by the Companies Law (the " **Signing Bonus** ").

11.3. The Special Bonus will not exceed six (6) monthly base salaries of the Executive Officer.

11.4. The Signing Bonus will not exceed six (6) monthly base salaries of the Executive Officer's first annual compensation package.

12. **Non-Compete Grant**

Upon termination of employment and subject to applicable law, Caesarstone may grant to its Executive Officers a non-compete grant as an incentive to refrain from competing with Caesarstone for a defined period of time. The terms and conditions of the non-compete grant shall be decided by the Board and shall not exceed such Executive Officer's monthly base salary multiplied by twelve (12).

D. Equity Based Compensation

13. **The Objective**

13.1. The equity based compensation for Caesarstone's Executive Officers is designed in a manner consistent with the underlying objectives in determining the base salary and the annual cash bonus, with its main objectives being to enhance the alignment between the Executive Officers' interests with the long term interests of Caesarstone and its shareholders, and to strengthen the retention and the motivation of Executive Officers in the long term. In addition, since equity based awards are to be structured to vest over several years, their incentive value to recipients is aligned with longer-term strategic plans.

13.2. The equity based compensation offered by Caesarstone is intended to be in a form of share options and/or other equity based awards, such as RSUs and share based compensation (i.e. "phantom options"), in accordance with the Company's equity incentive plan in place as may be updated from time to time.

13.3. The fair value of the equity based compensation per vesting year at its grant date of each of Caesarstone's VPs and CEO shall not exceed the fair value calculated with respect to an option to purchase (at an exercise price equal to the share price at the closing of trade on Nasdaq on the date of grant, subject to any applicable law or regulation) 0.2% and 1% of Caesarstone's outstanding shares at the date of grant, respectively.

13.4. All equity-based incentives granted to Executive Officers shall be subject to vesting periods in order to promote long-term retention of the awarded Executive Officers. Unless determined otherwise in a specific award agreement approved by the Compensation Committee and the Board, grants to Executive Officers shall vest gradually over a period of between three (3) to four (4) years.

13.5. All other terms of the equity awards shall be in accordance with Caesarstone's incentive plans and other related practices and policies. Accordingly, the Board may, following approval by the Compensation Committee, extend the period of time for which an award is to remain exercisable and make provisions with respect to the acceleration of the vesting period of any Executive Officer's awards, including, without limitation, in connection with changes of control, subject to any additional approval if such may be required by the Companies Law. Grant of equity based awards shall be subject to any approval required by any applicable law.

14. **General guidelines for the grant of awards**

14.1. The equity based compensation shall be granted from time to time and be individually determined and awarded according to the performance, educational background, prior business experience, qualifications, role and the personal responsibilities of the Executive Officer.

14.2. The fair value of the equity based compensation for the Executive Officers will be determined according to acceptable valuation practices at the time of grant.

E. Retirement and Termination of Service Arrangements

15. **Advanced Notice Period and Adjustment Period**

15.1. Caesarstone may provide a VP a prior notice of termination and/or an adjustment period accumulated to up to six (6) months, during which the VP may be entitled to all of the compensation elements, and to the continuation of vesting of his options.

15.2. Caesarstone may provide the CEO with a prior notice of termination and/or an adjustment period accumulated to up to twelve (12) months, during which the CEO may be entitled to all of the compensation elements, and to the continuation of vesting of his options.

15.3. The Executive Officer shall be required not to compete with the Company during the advanced notice period and the adjustment period.

16. **Additional Retirement and Termination Benefits**

Caesarstone shall provide additional retirement and terminations benefits and payments as may be required by applicable law (e.g., mandatory severance pay under Israeli labor laws), and may provide additional retirement and terminations benefits and payments which will be comparable to customary market practices.

F. Exculpation, Indemnification and Insurance

17. **Exculpation**

Caesarstone may exempt its directors and Executive Officers in advance for all or any of their liability for damage in consequence of a breach of the duty of care vis-a-vis Caesarstone, to the fullest extent permitted by applicable law .

18. **Insurance and Indemnification**

18.1. Caesarstone may indemnify its directors and Executive Officers to the fullest extent permitted by applicable law, for any liability and expense that may be imposed on the director or Executive Officer, as provided in the Indemnity Agreement between such individuals and Caesarstone, all subject to applicable law and the Company's articles of association.

18.2. Caesarstone will provide "Directors' and Officers' Liability Insurance" (the **"Insurance Policy")** for its directors and Executive Officers, as follows:

18.2.1. The limit of liability of the insurer shall not exceed US$100 million per claim and in the aggregate for the term of the policy and an additional limit of liability, exceeding the limit of liability in the policy, for defense costs in compliance with Section 66 of the Israeli Insurance Contract Law – 1981;

18.2.2. The annual premium shall not exceed US$500,000 and the deductible shall not exceed US$300,000 per claim;

18.2.3. The Insurance Policy, as well as the limit of liability and the premium for each extension or renewal, shall be approved by the Compensation Committee which shall determine whether (i) the sums are reasonable considering the Caesarstone 's exposures, the scope of coverage and market conditions and (ii) the Insurance Policy reflects then prevailing market conditions, and, provided, further, that the Insurance Policy shall not materially affect the Company's profitability, assets or liabilities; and

18.2.4. The insurance terms and conditions will be the subject of negotiations between the Company and the insurer (and if necessary alternative quotations will be considered). The insurance coverage is and will be extended to indemnify the Company for losses it may incur that derive from a claim against it concerning a wrongful act of the Company alleging a breach of the securities laws. The policy may include priorities for payment of any insurance benefits pursuant to which the rights of the directors and Officers to receive indemnity from the Insurer takes precedence over the right of the Company itself.

18.3. Should a change in profile risk of the Company occur, the Company shall be entitled, always subject to the approval of the Compensation Committee to the following:

18.3.1. To enter into an Insurance Policy of up to seven (7) years, with the same insurer or any other insurance;

18.3.2. The limit of liability of the insurer shall not exceed US$100 million per claim and in the aggregate for the term of the policy and an additional limit of liability exceeding the limit of liability in the policy for defense costs in compliance with Section 66 of the Israeli Insurance Contract Law – 1981;

18.3.3. The annual premium shall not exceed 300% of the last paid annual premium and the deductible shall not exceed US$300,000 per claim; and

18.3.4. The Insurance Policy, as well as the limit of liability and the premium for each extension or renewal, shall be approved by the Compensation Committee which shall determine whether (i) the sums are reasonable considering the Caesarstone 's exposures, the scope of coverage and market conditions and (ii) the Insurance Policy reflects then prevailing market conditions, and, provided, further, that the Insurance Policy shall not materially affect the Company's profitability, assets or liabilities.

18.4. Caesarstone may extend the Insurance Policy in place to include cover for liability pursuant to a future public offering of securities, provided, however, that the insurance transaction complies with the following conditions:

18.4.1. The additional premium for such extension of liability coverage shall not exceed 50% of the previously paid annual premium; and

18.4.2. The Insurance Policy, as well as the limit of liability and the premium for each extension or renewal, shall be approved by the Compensation Committee which shall determine whether (i) the sums are reasonable considering the Caesarstone 's exposures, the scope of coverage and market conditions and (ii) the Insurance Policy reflects then prevailing market conditions, and, provided, further, that the Insurance Policy shall not materially affect the Company's profitability, assets or liabilities.

18.5. The Insurance Policy, indemnification and Exculpation shall be subject to any additional approvals as may be required under any applicable law.

G. <u>Arrangements upon Change of Control</u>

19. The following benefits and perquisites may be granted to the Executive Officers in addition to the benefits and perquisites applicable in the case of any retirement or termination of service upon a "Change of Control" following of which the employment of such Executive Officer is terminated or adversely adjusted in a material way:

19.1. Vesting acceleration of outstanding options.

19.2. Extension of the exercising period of options for Caesarstone's VPs and CEO for a period of up to one (1) year and two (2) years, respectively, following the date of employment termination.

19.3. Up to an additional six (6) months of continued base salary, benefits and perquisites following the date of employment termination (the " **Additional Adjustment Period** "). For avoidance of doubt, such additional Adjustment Period shall be in addition to the advance notice and adjustment periods pursuant to Section 15 of this Compensation Policy.

19.4. In the case of the CEO, a cash bonus equal to twelve (12) monthly base salaries.

H. <u>Board of Directors Compensation</u>

20.1. All Caesarstone's Board members, excluding the chairman of the Board, the external directors and independent directors, shall be entitled to a compensation as shall be determined from time to time and approved by the Compensation Committee, the Board and the Company's shareholders , based on the director's relevant skills and experience, up to, on annual basis, the total compensation payable annually to the Company's external and independent directors.

20.2. The compensation of the Company's external directors and independent directors shall be in accordance with the Companies Regulations (Rules Regarding the Compensation and Expenses of an External Director), 5760-2000, as such regulations may be amended from time to time (" **Compensation of Directors Regulations** ").

20.3. The chairman of the Board shall be entitled to an annual base compensation that shall not exceed five (5) times the total annual compensation of an external director ((assuming a total of nine (9) board and its committee meetings per year)). In addition, the chairman of the Board may be granted an annual bonus based on measurable parameters to be defined by the Compensation Committee, the Board and approved by the Company's shareholders , which shall amount to up to 50% of the chairman's annual base compensation.

20.4. In addition, members of Caesarstone's Board may be entitled to expenses' reimbursement when traveling abroad on behalf of Caesarstone.

I. Miscellaneous

21.1. Subject to any applicable law, the Board may determine that none or only part of the payments, benefits and perquisites shall be granted, and is authorized to cancel or suspend a compensation package or part of it.

****

This Policy is designed solely for the benefit of Caesarstone and none of the provisions thereof are intended to provide any rights or remedies to any person other than Caesarstone.

EXHIBIT 4.22

March 6, 2016

To

Polat Maden

Polat Maden Sanayi ve Ticaret A.S. (Collectively, "Polat Maden")

Istanbul, Turkey

Dear Enver Sever, Siamak Jalili, Didem Polat

Following our discussions, here are the terms agreed between us with respect to quartz supply on a nonexclusive basis by Polat Maden to Caesarstone Sdot-Yam Ltd. and its subsidiaries and affiliates (collectively, "Caesarstone") for its utilization in Caesarstone's manufacturing facilities worldwide, starting Jan 1, 2016 and until December 31, 2016. Upon both parties' signing on at the bottom of this letter agreement (this "Letter Agreement"), it will constitute a binding framework agreement between Polat Maden and Caesarstone, under which Caesarstone will be entitled (but not obligated) to submit purchase orders (" **Purchase Orders** "). Polat Maden undertakes to comply with any applicable laws and regulations with respect to the Products and services provided herein.

1. Estimated Quantities and binding orders and supply

Caesarstone's working plan for year 2016 is as follows:

Product		**Quantity 2016**
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*
*	*	*

The above is Caesarstone's working plan with a non-binding purchases projection from Polat Maden for year 2016 (the " **Estimated Quantities** ") for the abovementioned products (the " **Products** "); *however* , such Estimated Quantities will be binding upon Polat Maden with respect to their availability during 2016. Caesarstone's actual orders may significantly differ from the Estimated Quantities. Caesarstone will be entitled to deliver to Polat Maden a binding Purchase Order on a monthly basis, and Polat Maden shall be committed to supply to Caesarstone all such Purchase Orders (in accordance with the timeframe and Products' quality standards and specifications set in writing by Caesarstone at its sole discretion) up to the Estimated Quantities.

2. Prices – For actual quantities of the Products that shall be ordered by Caesarstone during year 2016, Polat Maden will charge from Caesarstone US$* (* US Dollars and * Cents) per ton, FOB Izmir.

3. Payment terms – for Products that shall be ordered by Caesarstone during year 2016 payment terms shall be *.

4. The products will be supplied by Polat Maden in a timely manner and in accordance with Caesarstone's quality standards, packing and delivery instructions and specifications as will be updated by Caesarstone in writing from time to time as Caesarstone's sole discretion, in accordance with each Caesarstone's purchase order. Any Purchase Order not delivered on time at its destination (Izmir Port FOB) shall entitle Caesarstone, at its own election, to cancel such Purchase Order (in addition to any right it may be entitled to) without any liability, unless such Purchase Order was delivered prior to the issuance by Caesarstone of a notice of cancellation, and Polat Maden shall not have any claim with respect to such cancellation. Polat Maden shall be fully responsible for any incompatibility or defects of the Products. Notwithstanding the aforementioned, Polat Maden shall not be responsible only to such defects which were caused during and directly from the negligence or malfunctioning of the Product's forwarder. Upon indication of incompatibility in a Product identified by Caesarstone and notifies such incompatibility notification to Polat Maden (an " **Incompatibility Notification** "), Polat Maden shall be entitled to examine such Products at the applicable Facility within 30 days of receipt of the Incompatibility Notification; *provided however* , that it has notified Caesarstone in writing of its intention to conduct such examination within 10 days of receipt of the Incompatibility Notification. Thereafter, Polat Maden shall be obliged to immediately, at Caesarstone's sole discretion, either: (1) replace such Product in the next shipment, or (2) issue a full refund/credit therefor. In addition Polat Maden shall either collect the defected Products from the Facility within 45 days of Caesarstone's requirement, or pay Caesarstone's all costs and expenses incurred by it in relation to the disposal of such Products.

5. Polat Maden will maintain in confidence the terms of this agreement as well as any other information delivered to Polat Maden by Caesarstone without time limitation.

6. This agreement and its performance will be governed by the English law and subject to the jurisdiction of the competent courts in England. Without derogating from the generality and validity of the foregoing, Caesarstone shall be entitled, at its sole discretion, to initiate legal proceedings related to this Agreement in Turkey, and in such case only same proceeding will be subject to the jurisdiction of the competent courts in Turkey.

7. This Agreement constitutes the entire agreement between Polat Maden and Caesarstone, and all prior agreements, understandings and/or commitments of any of the parties, whether in writing or verbal, with respect to the matters covered herein are superseded and null.

8. Polat Maden hereby acknowledges that Caesarstone is a public company traded on NASDAQ and it is aware (and that its representatives who are apprised of this matter have been or will be advised) that U.S. securities laws restrict persons with material non-public information about a company obtained directly or indirectly from that company from purchasing or selling securities of such company and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Polat Maden agrees to comply with such laws and recognizes that Caesarstone will be damaged by his non-compliance. In addition, Polat Maden hereby acknowledges that unauthorized disclosure of confidential information may be in violation of the securities laws.

9. Polat Maden may not assign, delegate or transfer this Agreement or any of its obligations hereunder, without the prior written consent of Caesarstone.

10. Any amendment or modification of this Agreement shall be effective if mutually agreed upon by the parties, made in writing and constituted an appendix as an integral part of the Agreement.

Please indicate your agreement with the above terms by signing both counterparts of this Letter Agreement as provided below and return one fully executed copy to us.

Caesarstone Sdot-Yam Ltd.

By: /s/ Yos Shiran
Title: CEO
Date: March 6, 2016

By: /s/ Yair Averbuc h
Title: CFO
Date: March 6, 2016

We hereby approve our consent to all of the above.

Polat Maden

By: /s/ SIAMAK JALILI- ENVER SEVER
Title: SALES MANAGER – GENERAL MANAGER
Date: _____

* Confidential treatment has been requested for redacted portions of this exhibit. This copy omits the information subject to the confidentiality request. Omissions are designated as [*]. A complete version of this exhibit has been provided separately to the Securities and Exchange Commission.

Exhibit 12.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO EXCHANGE ACT RULE 13A-14(A)/15D-14(A) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Yosef Shiran, certify that:

1. I have reviewed this annual report on Form 20-F of Caesarstone Sdot-Yam Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 7, 2016

/s/ Yosef Shiran
Yosef Shiran
Chief Executive Officer
(Principal Executive Officer)

Exhibit 12.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO EXCHANGE ACT RULE 13A-14(A)/15D-14(A) AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Yair Averbuch, certify that:

1. I have reviewed this annual report on Form 20-F of Caesarstone Sdot-Yam Ltd.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 7, 2016

/s/ Yair Averbuch
Yair Averbuch
Chief Financial Officer
(Principal Financial Officer)

Exhibit 13.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Caesarstone Sdot-Yam Ltd. (the "Company") on Form 20-F for the fiscal year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Yosef Shiran, and I, Yair Averbuch, do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge: (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Yosef Shiran
Yosef Shiran
Chief Executive Officer
(Principal Executive Officer)
Date: March 7, 2016

/s/ Yair Averbuch
Yair Averbuch
Chief Financial Officer
(Principal Financial Officer)
Date: March 7, 2016

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 (File No. 333-180313) pertaining to the 2011 Incentive Compensation Plan and to the incorporation by reference in the Registration Statement on Form F-3 ASR (File No. 333-196335) of Caesarstone Sdot-Yam Ltd. (the "Company") of our report dated March 7, 2016, with respect to the consolidated financial statements and the effectiveness of internal control over financial reporting of the Company included in this Annual Report on Form 20-F for the year ended December 31, 2015.

/s/ Kost Forer Gabbay & Kasierer
Kost Forer Gabbay & Kasierer
A Member of Ernst & Young Global

Tel Aviv, Israel
March 7, 2016

Exhibit 15.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated March 7, 2016, with respect to the financial statements and internal control over financial reporting of Caesarstone Australia Pty Ltd included in the Annual Report of Caesarstone Sdot-Yam Ltd. on Form 20-F for the year ended December 31, 2015. We hereby consent to the incorporation by reference of said report in the Registration Statements of Caesarstone Sdot-Yam Ltd. on Form S-8 (File No. 33-180313) pertaining to the 2011 Incentive Compensation Plan of Caesarstone Sdot-Yam Ltd. and Form F-3ASR (File No. 333-196335).

/s/ Grant Thornton Australia Ltd
Grant Thornton Australia Ltd
Melbourne, Australia
March 7, 2016

Exhibit 15.3

CONSENT OF FREEDONIA CUSTOM RESEARCH, INC.

We hereby consent to the references to Freedonia Custom Research, Inc. and to our global residential and commercial countertops report, dated February 19, 2015 (the "Report") prepared on behalf of Caesarstone Sdot-Yam Ltd. (the "Company"), including the use of information contained within our Report in the Company's Annual Report on Form 20-F (as may be amended) to be filed with the U.S. Securities and Exchange Commission for the year ended December 31, 2015 (the "Annual Report") and to the incorporation by reference of such information from the Company's Annual Report in the registration statement on Form S-8 No. 333-180313, and the registration statement on Form F-3ASR (File No. 333-196335). We also hereby consent to the filing of this letter as an exhibit to the Annual Report.

FREEDONIA CUSTOM RESEARCH, INC.

By: /s/ Freedonia Custom Research, Inc.
Andrew Fauver
President

March 7, 2016