

# Structural Glazing Warranty Factory Applied

## Dow Corning Silicone Building Sealants

**Issued To:**            «CUST»  
                              «CUSTADD»  
                              «CUSTADD2»

**Project Reference:**  «PROJ»  
                              «PROJADD»  
                              «PROJADD2»

**Project No:** «PROJNO»

**Warranty Commencement Date:** «DATE»

For the Building referenced above, you have completed a Dow Corning Warranty Application, Project Checklist and supplied us with the material samples and prints. Based on our testing of those samples and our review of the prints, Dow Corning «COMPANY» ("Dow Corning") makes the following warranty:

### Warranty

**Dow Corning® «PRODUCT» Silicone Building Sealant** (The "Product") will not fail adhesively or cohesively during the period of 10 years from the Warranty Commencement Date, if:-

- (a) The Product is applied in your glazing factory;
- (b) The Product is applied in strict compliance with Dow Corning's published application procedures and with any requirements indicated on the Construction Laboratory Reports;
- (c) The Product is used only with the materials which have been approved for adhesion and compatibility as listed on the attached Schedule A;
- (d) The samples which have been submitted to us for testing are representative of the materials actually used on the Building;
- (e) The application of the Product and the joint configurations are completed in accordance with the Print Review referenced on the attached Schedule A;
- (f) The Product is applied within its stated shelf life; and
- (g) Regular and adequate adhesion tests are made and documented as described in Dow Corning technical literature including the Dow Corning Construction Sealants Technical Manual.

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## Print Review

Dow Corning's print review is undertaken for the purpose of determining:

- a) whether materials of the types and sizes mentioned in the Schedule A, which are properly adhered by the Product, to the frames or other settings mentioned in the Schedule A, will have the ability to withstand the windload mentioned in Schedule A; and
- b) whether the joint design chosen for the Building is compatible with the extension and/or compression capabilities for the Product.

Dow Corning assumes no responsibility for the suitability or adequacy of the specified materials or for any structural design elements in the prints and/or specifications for the Building, and Dow Corning expressly disclaims any responsibility or liability whatsoever for or in respect of the materials or the structural design.

## Exclusions

The Warranty does not apply in the case of failures of the Product due to:

- (a) Violent storms, cyclones and tornadoes when exceeding design load. Lightning, earthquake, fire or other unusual phenomena of the elements or Act of God;
- (b) Movement of the structure resulting in stresses on the Product which exceed Dow Corning's published specifications for extension and/or compression capabilities for the Product, whether such movement is due to structural settling, design error, construction error or otherwise;
- (c) Disintegration, deterioration or failure of the underlying substrates; or
- (d) Physical damage to the Product caused by individuals, tools, foreign objects or other outside agents.

## Remedy and Limitations

- (a) If in your opinion the Product does fail adhesively or cohesively during the period of 10 years from the Warranty Commencement Date, you must notify Dow Corning within 30 days of the discovery of the claimed failure and provide Dow Corning with the opportunity to inspect the Building.

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## Remedy and Limitations (Cont.)

- (b) In the event that you are entitled to claim under the Warranty, Dow Corning's liability to you under the Warranty shall be to pay you for the cost of replacement material and labour required for any repairs to the Building made necessary by the failure of the Product, provided that in no case shall Dow Corning be required to pay you or your customer a sum more than five times the purchase price of the sealant utilized to make the necessary repairs.
- (c) Dow Corning shall in no case be liable for any damage to the contents of the Building, to the Building itself, or for consequential or incidental damage, whether in contract or in tort, including negligence, arising out of any failure of the Product.
- (d) The Warranty is in lieu of all other conditions and warranties, whether expressed or implied by operation of law, statute or otherwise concerning the sale of the Product to you, except those warranties and conditions which by statute cannot be excluded, and the remedy stated above is your sole remedy against Dow Corning in the case of failure of the Product.

## Conflicts

The Product is sold to you upon and subject to Dow Corning's standard Terms and Conditions of Sale, but to the extent that there may be conflict between the terms of any warranty in the standard Terms and Conditions of Sale and the provisions of the Warranty, the provisions of the Warranty shall prevail.

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Steven S. Chen  
Construction AETS Manager

Date: \_\_\_\_\_

# Structural Glazing Warranty Factory Applied

## Schedule A

**Project Reference:**

**Project No:** «PROJNO»

«PROJ»

«PROJADD»

«PROJADD2»

**Materials Submitted for Testing:** (reports attached - pages)

«SUB1»

«SUB2»

«SUB3»

«SUB4»

«SUB5»

«SUB6»

**Prints Submitted for Review:** (review attached - pages)

As shown on Print Review attached, issued on «REVIEWDATE».

Windload: «WLOAD»

Lite Size: «LITE»