

DOW CORNING® SILICONE BUILDING SEALANTS LIMITED WEATHERSEAL WARRANTY

PROJECT**BUILDING OWNER**

Project Name
Street Address
City, State/Province, Postal Code

Company Name
Street Address
City, State/Province, Postal Code
Contact Name

DOW CORNING® PRODUCTS**CONTRACTOR**

Company Name
Street Address
City, State/Province, Postal Code
Contact Name

WARRANTY NUMBER:
WARRANTY EFFECTIVE:
Job Number:
Project Number:
Document ID:

Thank you for selecting DOW CORNING® brand silicone products for your project. Dow Corning warrants that the DOW CORNING silicone building sealants indicated above will perform as a watertight weatherseal for a period of (20) years from the warranty effective date, if:

- a. The sealant is applied in strict compliance with Dow Corning's published or electronic application procedures, and
- b. The sealant is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in our Surface Preparation Guide which is available in published or electronic form), and
- c. The sealant is applied within its stated shelf life, and
- d. Field adhesion tests are made, documented, retained and submitted to Dow Corning upon written request as outlined in our Field Adhesion Test Procedure in order to confirm adhesion under site conditions.

LIMITATIONS

This warranty specifically excludes adhesive and/or cohesive failure of the sealant due to:

- a. Use of this sealant as a structural or load-bearing adhesive.
- b. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- c. Movement of the structure resulting in stresses on the sealant which exceed Dow Corning's published specifications for elongation and/or compression for the sealant, including but not limited to structural settlement, design error, or construction error.
- d. Improper installation.

And does not cover damage to, or failure of, the sealant due to:

- a. Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, or peeling).
- b. Mechanical damage, including but not limited to surface abrasion, individuals, tools, vandalism or other outside agents.
- c. Changes in the appearance of the sealant, including but not limited to, natural weathering, the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere or from incompatible substrates.

This warranty excludes costs and damages attributed to mold, mildew and/or fungus.

The warranty also specifically excludes costs and damages resulting from the presence of any hazardous materials in the existing sealants, substrates, or the environment/location in which the sealant is installed or applied, including but not limited to:

Dow Corning Corporation
Midland, Michigan 48686-0994

Phone: (989) 496-4000

www.dowcorning.com

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- a. Establishing appropriate safe handling procedures for the removal of sealants and/or coatings.
- b. Removal or disposal of the existing sealants and/or coatings.
- c. Removal or disposal of Dow Corning silicone sealants and/or coatings after installation.

Dow Corning sealants are not intended for encapsulating any hazardous materials.

Dow Corning's warranty does not cover faults attributable to workmanship.

This warranty will be null and void if Dow Corning or the Dow Corning distributor has not received payments for the products used.

REMEDIES

In the event of a claim under this warranty, you must notify Dow Corning Corporation within thirty (30) days of the claimed defect and provide Dow Corning with the opportunity to inspect. Dow Corning shall, for a period of (20) years from the warranty effective date, be responsible for the cost of replacement sealant to make any warranty-related repairs.

DOW CORNING SHALL NOT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE CONTENTS OF THE STRUCTURE OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY SUPERSEDES ALL OTHER WRITTEN OR ORAL, EXPRESS OR IMPLIED WARRANTIES AND DOW CORNING SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

This warranty agreement is governed by and construed in accordance with Michigan law.

Transfer of this warranty to a new Owner may be made only if the transfer is acknowledged in writing by Dow Corning to the new Owner. Dow Corning must be notified in writing at time of sale to the new Owner. Dow Corning must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the Dow Corning product(s). If these conditions are not met, then this warranty will be rendered null and void.

This Warranty Agreement is the entire agreement between Dow Corning and Buyer and/or Owner with respect to the sale of the Products and supersedes all prior written and oral agreements. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Corning Corporation.

DOW CORNING CORPORATION

By: _____
(Signature)

(Print or type Name)

(Date)

For questions on this or any other warranty you have with Dow Corning Corporation, please contact the Warranty Administration Department at 989-496-3295 or Fax: 989-496-5324.

cc: _____

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