Dow Corning

Your partner in building the future

CONSTRUCTION SOLUTIONS

Document Id -

STRUCTURAL ADHESION LIMITED WARRANTY
DOW CORNING® SILICONE BUILDING SEALANTS

Project
Project Name:
Project Address:

Dow Corning

(hereafter referred to as "Dow Corning")

Warranty Recipient / Contractor

Building Owner

Applicable terms and conditions on the following pages.
STRUCTURAL ADHESION LIMITED WARRANTY
DOW CORNING® SILICONE BUILDING SEALANTS

Warranty Number:
Warranty Effective Date:
Warranty Duration: years
hereafter referred to as “Warranty Duration Period”
Dow Corning® Product(s):
hereafter referred to as “Dow Corning® Product”

Thank you for selecting DOW CORNING® brand silicone products for your project. Dow Corning requires compatibility and adhesion evaluations and print/specification review services. For the project reference above, you have submitted the material samples and prints/specifications listed on the attached recommendation letters. After evaluating these materials and review of the prints/specifications, Dow Corning makes the following warranty:

Dow Corning Corporation warrants that the Dow Corning® silicone building sealant indicated on the attached Evaluation Review Summary Letters will not fail adhesively or cohesively for Warranty Duration Period from the warranty effective date, if:

a. The sealant is applied in strict compliance with Dow Corning's published or electronic application procedures and with any written requirements indicated on the attached Evaluation Review Summary Letters, and
b. The sealant is used with the materials listed on the attached letters which have been approved for compatibility and adhesion, and
c. The samples which have been submitted for evaluation are representative of the materials actually used on the project, and
d. The application of the sealant and the joint configurations are completed in accordance with the project prints/specifications which are listed on the attached letters, and
e. The sealant is applied within its stated shelf life, and
f. Adhesion tests are made, documented, retained and submitted to Dow Corning upon written request as outlined in our Quality Assurance for Structural Application section of the Dow Corning Americas Technical Manual in order to confirm adhesion under site conditions.

This warranty shall become null and void if materials are substituted for those listed on the attached letters, without Dow Corning's prior written approval of the substitute materials for compatibility and adhesion.

PRINT // SPECIFICATION REVIEW

DOW CORNING’S PRINT/SPECIFICATION REVIEW IS UNDERTAKEN FOR THE SOLE PURPOSE OF DETERMINING THE SUFFICIENCY OF THE JOINT DESIGNS TO PROVIDE PROPER ADHESION IN ACCORDANCE WITH THE SPECIFIED TYPES AND SIZES OF MATERIALS AND THE WINDLOAD SPECIFICATIONS. DOW CORNING ASSUMES NO RESPONSIBILITY FOR THE APPROPRIATENESS OR ADEQUACY OF THE SPECIFIED MATERIALS OR FOR ANY STRUCTURAL DESIGN ELEMENTS IN THE PRINTS AND/OR SPECIFICATIONS FOR THE PROJECT, AND DOW CORNING EXPRESSLY DISCLAIMS ANY
WARRANTY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR STRUCTURAL DESIGN ELEMENTS.

LIMITATIONS

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

a. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.

b. 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.

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, coatings, substrates, or the environment/location in which the sealant is installed or applied.

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 payment for the products used.

REMEDIES

In the event of a claim under this warranty, you must notify Dow Corning Corporation within 30 days of the claimed defect and provide Dow Corning with the opportunity to inspect. Dow Corning shall, for Warranty Duration Period from the warranty effective date, be responsible for the cost of replacement material and labor, up to a maximum of five (5) times the purchase price of the 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. Building owner may be required to pay an administrative fee for any transfer of the warranty.

The product is sold to you upon and subject to Dow Corning’s standard Terms and Conditions of Sale or supply agreement, as applicable (collectively, the “Standard Terms”). However, to the extent there may be a conflict between the terms of any warranty in the Standard Terms and the provisions of this warranty, the provisions of this warranty shall prevail. This Agreement may be modified only in writing signed by both parties. Note: Warranty not in effect unless signed by Dow Corning Corporation.

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.

APPENDIX A

Sample Test Letter References

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Print Review Letter References

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