



**DOWSIL™ SILICONE BUILDING SEALANTS
STRUCTURAL ADHESION LIMITED WARRANTY**

Project

Project Name:
Project Address:

Dow Silicones Corporation

(hereafter referred to as "DOW")

Warranty Recipient / Contractor

Building Owner

Applicable terms and conditions on the following pages.



DOWSIL™ SILICONE BUILDING SEALANTS STRUCTURAL ADHESION LIMITED WARRANTY

Warranty Number:

Warranty Effective Date:

Warranty Duration: years
 hereafter referred to as “Warranty Duration Period”

DOWSIL™ Product(s):
 hereafter referred to as “DOWSIL™ Product”

Thank you for selecting DOWSIL™ brand silicone products for your project. DOW 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.

When tested and installed as outlined in Section A below, DOW warrants to you, the Building Owner, that the DOWSIL™ silicone building sealants indicated above will not fail adhesively or cohesively for the Warranty Duration Period from the Warranty Effective Date.

A. GENERAL REQUIREMENTS

In order to obtain this warranty, the building owner is responsible to ensure:

- a. The DOWSIL™ product is applied in strict compliance with DOW's published or electronic recommended application procedures and in accordance with any written requirements indicated on the attached Evaluation Review Summary Letters.
- b. The DOWSIL™ product is used with the materials listed on the attached letters which have been approved for compatibility and adhesion.
- c. The samples which have been submitted for evaluation are representative of the materials actually used on the project.
- d. The application of the DOWSIL™ product and the joint configurations are completed in accordance with the project prints/specifications which are listed on the attached letters.
- e. The DOWSIL™ product is applied within its stated shelf life.
- f. Field adhesion tests are made, documented, retained and submitted to DOW upon written request as outlined in the DOW Quality Assurance for Structural Application section of the DOW 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's prior written approval of the substitute materials for compatibility and adhesion.



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PRINT // SPECIFICATION REVIEW

DOW'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 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 EXPRESSLY DISCLAIMS ANY WARRANTY OR RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS OR STRUCTURAL DESIGN ELEMENTS.

B. 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. Improper installation.
- c. Movement of the structure resulting in stresses on the sealant which exceed DOW's published specifications for elongation and/or compression for the sealant, including but not limited to structural settlement, design error, or construction error.
- d. Use on single-family residential structures.

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 caused by, 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 (whitening, chalking, fading, staining), 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, including but not limited to:



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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 DOWSIL™ silicone sealants and/or coatings after installation.

DOWSIL™ sealants are not intended for encapsulating any hazardous materials.

DOW's warranty does not cover faults attributable to workmanship.

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

REMEDIES

In the event of a claim under this warranty, you must notify DOW within 30 days of the claimed defect and provide DOW with the opportunity to inspect. DOW shall, for the 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 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 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 to the new Owner. DOW must be notified in writing at time of sale to the new Owner. DOW must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the DOWSIL™ product(s). If these conditions are not met, then this warranty will be rendered null and void.

The product is sold to you upon and subject to DOW'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 Silicones Corporation.



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For questions on this or any other warranty you have with Dow Silicones Corporation, please contact the Warranty Administration Department at construction.warranty@dow.com.

APPENDIX A

Sample Test Letter References

Document Name	Creation Date

Print Review Letter References

Document Name	Creation Date