

Non Staining Performance Warranty

Warranty (cont'd)

Based on our testing of the submitted samples and our review of the joints/specifications, Dow Corning warrants for a period of ten (10) years from the warranty commencement date. The Product will not:

1. Become brittle or crack due to weathering or to normal expansion and contraction of adjacent surfaces.
2. Harden beyond a Shore A durometer of 50 (one part sealant) when tested to ASTM D2240, nor soften below a minimum of 10 points.
3. Change colour significantly when used with compatible back-up materials. (NOTE: This does not include changes in the appearance of the Product due to accumulation of dirt or other contaminants deposited on the Product from the surrounding atmosphere).
4. Cause permanent discoloration of adjacent porous substrates due to any ingredient migrating from the sealant.

Print Review

Dow Corning's Print Review is undertaken for the purpose of determining whether the joint design and specification 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 for the Building, and Dow Corning expressly disclaims any responsibility or liability whatsoever for or in respect of the materials or the structural design.

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Exclusions

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

- (a) Lightning, earthquake, violent storm, cyclone, tornado, 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 not comply with the performance properties stated in the Warranty, you must notify Dow Corning in writing within 30 days of the discovery of the claimed failure and provide Dow Corning with the Opportunity to inspect the Building.
- (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 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 (5) 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.

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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.

Steven S. Chen
Construction AETS Manager

Date: _____

Non Staining Performance Warranty

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 - dated «REVIEWDATE»

Windload: «WLOAD»

Lite Size: «LITE»