



**DOWSIL™ ALLGUARD SILICONE ELASTOMERIC COATINGS
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™ ALLGUARD SILICONE ELASTOMERIC COATINGS 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. The DOWSIL™ AllGuard Silicone Elastomeric Coating is designed to provide above grade, through-water penetration protection when properly applied to sound surfaces. As with all high performance products, depending on building location and design features, periodic maintenance and cleaning may be required to maintain appearance.

When tested and installed as outlined in Section A below, DOW warrants to you, the Building Owner, that the DOWSIL™ AllGuard Silicone Elastomeric Coating indicated above will not suffer through water penetration 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 project specific recommendations from DOW.
- b. The DOWSIL™ product is used with compatible materials and substrates (testing/evaluation is required to obtain this warranty if the surface is not recommended in the DOW Surface Preparation Guide which is available in published or electronic form).
- c. The DOWSIL™ product is applied within its stated shelf life.
- d. Field adhesion tests are made, documented, retained and submitted to DOW upon written request as outlined in the DOW Field Adhesion Test Procedure in order to confirm adhesion under site conditions.



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B. LIMITATIONS

This warranty specifically excludes failure of the sealant due to:

- a. Faults attributable to workmanship including but not limited to (improper surface preparation, use of non-approved materials, insufficient coating thickness, or deviation from DOW recommended application procedures).
- b. Natural causes including but not limited to lightning, earthquake, hurricane, flooding, tornado, and fire.
- c. Improper installation.
- d. Movement of the structure resulting in stresses on the coating which exceed DOW's published specifications for elongation and/or compression for the coating, including but not limited to structural settlement, design error, or construction error.
- e. Use on single-family residential structures.

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

- a. Disintegration, deterioration, or failure of the underlying substrates (including but not limited to cracking, blistering, peeling, structural defects, faulty construction materials, or building joints requiring caulking, sealing, or repointing).
- 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 coating including but not limited to, natural weathering (whitening, chalking, fading, staining), the accumulation of dirt or other contaminants deposited on the coating 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 and/or coating is installed or applied, including but not limited to:

- 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.



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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 coating and for the cost of labor, up to a maximum of five (5) times the cost of the replacement coating, 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.

SAMPLE