

**Weatherseal Limited Warranty  
Tremco Incorporated Silicone Building Sealants**

Date:

PROJECT  
NAME

APPLICATOR

ARCHITECT-  
ENGINEER

COMPLETION  
JOB DATE(S)

GENERAL  
CONTRACTOR

TYPE  
OF WORK

PRODUCT(S)

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To assure you and your clients that the Tremco Incorporated (Tremco) silicone building sealant you have selected will perform to your satisfaction, Tremco warrants that the Tremco silicone building sealant indicated above will perform as a watertight weatherseal for a period of # of Years from the date of *completion date* if:

- a.) The sealant is applied in strict compliance with Tremco's published application procedures, and
- b.) The sealant is used with compatible materials and substrates - testing is required to obtain this warranty if the surface is not recommended in our Surface Preparation Guide, and
- c.) The sealant is applied within its stated shelf life, and
- d.) Field adhesion tests are made, documented, and retained as outlined in our Field Adhesion Test Procedures in order to confirm adhesion under site conditions.

Structural Adhesion warranties require prior print review and testing. Please consult your Tremco sales representative for more information.

Limitations

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

- a.) Natural causes such as lightning, earthquake, hurricane, flooding, tornado, fire, etc., or
- b.) Movement of the structure resulting in stresses on the sealant which exceed Tremco's published specifications for elongation and/or compression for the sealant, whether due to structural settlement, design error, or construction error.
- c.) Cracking or failure of other building components.

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

- a.) Disintegration or contamination of the underlying substrates, or
- b.) Mechanical damage caused by individuals, tools, or other outside agents.
- c.) Changes in the appearance of the sealant from the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere.

Remedies

In the event of a claim under this warranty, you must notify Tremco in writing within thirty (30) days of the claimed defect and provide Tremco with the opportunity to inspect. For a period of # of years from the date of completion date, Tremco's sole responsibility shall be to furnish sufficient silicone replacement material to restore the integrity of the weatherseal. Any labor or other costs associated with the repairs are the responsibility of the owner.

IN NO EVENT SHALL TREMCO BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR CONSEQUENTIAL, OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO TREMCO PRODUCTS SUPPLIED AND INSTALLED ON THIS PROJECT. NO REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.

TREMCO INCORPORATED  
Commercial Sealants & Waterproofing