

Limited Weatherseal Non-Staining Warranty

Warranty # XXXX

Project Reference:
General Contractor:
Applicator:
Building Owner:
Completion Date:

Date:

Pecora Corporation warrants that its products are manufactured free from defects in materials and workmanship. Pecora further warrants that Pecora 890NST silicone sealant will not cause porous substrates to discolor or change their appearance due to fluid migration and will maintain a watertight weatherseal for a period of twenty (20) years from the date of installation. The following criteria are to be met:

- (a) the sealant is applied in strict compliance with Pecora Corporation's published application procedures and with any written requirements indicated on the attached recommendations letters;
- (b) the sealant is used with the materials which have been approved for compatibility and adhesion;
- (c) the samples which have been submitted for testing are representative of the materials actually used on the project;
- (d) the application of the sealant and the joint configurations are completed in accordance with the project prints/specifications;
- (e) the sealant is applied within the stated shelf life of the product.

If the application exceeds 5000 lineal feet, the following additional criteria are to be met:

- (a) Field adhesion tests are made and documented to confirm adhesion under site conditions.
- (b) Field adhesion test results are submitted within thirty days of completion of field testing.
- (c) All requirements outlined in Pecora project test results are strictly adhered to.

The holder of this warranty shall notify Pecora in writing of any claims within 30 days from the discovery of any defect. Pecora will then have 30 days in which to schedule an inspection of the installation to determine if Pecora's product is not performing as intended. Pecora reserves the right to run performance tests on building material samples in its laboratory and/or field tests of actual surfaces sealed with the Pecora 890NST Silicone sealant. The owner agrees to provide the manufacturer field representatives with access to the affected areas of the project for the purpose of testing and evaluating the performance of the sealant application.













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This warranty becomes effective only upon full payment for all Pecora material used on the referenced project and becomes null and void if remedial repairs are performed without written authorization from either the manufacturer or the applicator.

This warranty specifically excludes failure of the sealant due to:

- (a) natural causes such as lightning, earthquake, hurricanes, tornado, fire, etc.;
- (b) movement of the structure resulting in stresses on the sealant which exceed Pecora's published specification for elongation and/or compression for the sealant, whether due to structural settlement, design error or construction error;
- (c) disintegration of the underlying substrates;
- (d) mechanical damage to the sealant caused by individuals, tools or other outside agents, or
- (e) changes in the appearance of the sealant from the accumulation of dirt or other contaminants deposited on the sealant from the atmosphere.

Pecora makes no other warranty of any kind, whatever; expressed or implied, and all implied warranties of merchantability and fitness for a specific purpose, which exceed this obligation, are hereby disclaimed by Pecora and excluded. In no case will Pecora be responsible for liquidated, incidental or consequential damages, beyond discoloration of adjacent sealant surface proven to be a direct result of migration of applied 890NST sealant components.

This Limited Warranty may not be transferred or assigned to any person or entity except to the contractor, general contractor and owner of the project referenced above, and any subsequent owner within the stated warranty period of the structure into which the Warranted Product is incorporated.

Any claim or controversy between or among the parties arising out of relating to the application described herein shall be settled by arbitration in accordance with the rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered into a court having jurisdiction.

Note: Warranty not in effect unless signed by a Pecora Corporation representative.

Roy D. Cannon, Jr.
Director of Technical Service
PECORA CORPORATION

Pc: Rep, Pecora Corporation

For questions on this or any other warranty you have with Pecora Corporation, please contact the Technical Service Group at (215) 799-7520 or fax (215) 799-2518.









