

# DUPONT WEATHERIZATION PRODUCTS 10-YEAR LIMITED WARRANTY

## FOR BUILDINGS LESS THAN 5 STORIES

DuPont provides the following warranty to ***Builders, General Contractors or Professional Installers*** upon the terms and conditions set forth herein.

Because DuPont recognizes the volatility of our economic times, should the Builder, General Contractor or Professional Installer to whom this warranty is given, cease to be in business, this warranty coverage will extend to the original registered owner of the building at the time of installation. This warranty is not transferrable except as set forth herein.

This **10 Year Limited Warranty** is effective for DuPont Weatherization Products (“Products”) identified below and purchased and installed after **October 1st, 2009** in Canada and the United States.

This warranty applies to all building structures that are ***less than five (5) stories in height.***

If any Products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

### PRODUCT ONLY LIMITED WARRANTY

Subject to Product label warnings and the following Product specific terms and conditions set forth below, DuPont warrants that for a period of 10 years from date of purchase, Products, to the extent identified below, will meet or exceed the water holdout performance properties (pursuant to the Hydrostatic Head AATCC 127 test) in the applicable Product specific Physical Property Data Sheet in effect at the time of installation. If the Product fails to meet those water holdout properties, then DuPont sole liability will be to provide replacement Product for that portion of defective Product. All product replacement will be in the form of Product being manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted.

### PRODUCT AND LABOR LIMITED WARRANTY

Subject to the following Product specific terms and conditions, DuPont warrants that for a period of 10 years from the date of purchase, Products, identified below, when installed in strict accordance with the applicable DuPont Installation Guidelines, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, will:

for DuPont™ Tyvek® Wrap Products listed below meet or exceed the water and air holdout performance properties pursuant to the Hydrostatic Head test (AATCC 127) for water holdout and pursuant to the Gurley Hill (TAPPI T-460) test for air holdout, and

for DuPont™ Flashing Products, listed below meet the water holdout performance properties pursuant to the Hydrostatic Head test (AATCC 127); in each applicable Physical Property Data Sheet in effect at the time of installation.

To qualify for this Product and Labor Warranty, you must exclusively use Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below. You **MUST** use the Project Registration and Observation process prior to installation on all Multi-Family, Mixed Use and Light Commercial projects to qualify under the Product and Labor Warranty. For Project Registration details, please see [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com) or call 1-800-44-Tyvek **BEFORE** you commence installation.

When all conditions under this Product and Labor Warranty are met, if damage to the building is caused solely by the failure of any Product to meet the water and air holdout specification in the applicable Physical Property Data Sheet, then DuPont will provide replacement Product for all defective Product and pay all reasonable construction repair costs to correct any problem that arises solely out of the failure of the DuPont Products to conform to its Physical Property Data Sheet. DuPont will not have any liability under this warranty for the repair or cost of repair for more than the actual area of damage.

#### **PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS:**

DuPont™ Tyvek® Building Wrap Products, including HomeWrap®, StuccoWrap®, ThermaWrap™, DrainWrap™, CommercialWrap®, and Commercial Wrap® D:

- Must use DuPont™ Tyvek® Tape with all Wrap Products *on all seams* to qualify under the Product and Labor Warranty.
- *Must use DuPont™ Wrap Cap fasteners except when following the temporary fastening installation guideline.*
- Substitution of any other building envelope or tape products when there is an applicable Product available will void this Product and Labor Warranty.

**Subject to the foregoing conditions and providing all applicable DuPont™ Tyvek® Building Wrap Products are used exclusively (no substitution of alternate or competitive product), the Product and Labor Warranty will apply even where DuPont™ Flashing Products have not been used. This warranty will not cover any alternate flashing products or damages arising therefrom.**

DuPont™ Flashing Products, including StraightFlash™, StraightFlash™ VF, StraightFlash™ OS, FlexWrap™, FlexWrap™ NF, FlexWrap™ RW, Flashing Tape, and Thru-Wall Flashing

- In order for Flashing Products to qualify under the Product and Labor Warranty, all other applicable DuPont Products, including Wrap Products, must be used. Flashing Products used alone will only have a Product Warranty.
- Substitution of any other building envelope, flashing or tape products when there is an applicable Product available from DuPont will void this Product and Labor Warranty. (This restriction does not apply to DuPont™ Thru-Wall Flashing, which does not need to be used as part of the entire flashing installation to qualify for the Product and Labor Warranty.)

#### **WHAT IS NOT COVERED BY THESE WARRANTIES:**

1. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
2. Any application in which DuPont™ Tyvek® Building Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products.
3. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
4. Vandalism or attack by any party.
5. Defects in the structure or a component of the structure (e.g., window, door, or wall system) or selection of any components of the structure, contamination from building site chemicals, or premature deterioration of the building materials, or nonstandard use or application of the Products.

6. Foreign objects or agents, including the use of materials incompatible with DuPont Weatherization Products.
7. UV exposure of the Products in excess of that set forth in the Physical Properties Data Sheet.
8. Improper installation of the Products, improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications, or failure to follow the applicable DuPont Installation Guidelines or façade manufacturer requirements. Installation Guidelines are available by calling 1-800-44-Tyvek and on line at [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com).
9. Any defect arising out of the performance of any non-DuPont building envelope products.
10. Any building structure that is greater than 4 stories.

#### **HOW CAN YOU GET WARRANTY SERVICE:**

To obtain service under this warranty, you must promptly contact DuPont at [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com) or call 1-800-44-Tyvek regarding any potential claim, no later than sixty (60) days after you discover any potential claim, and you **MUST** provide DuPont with proof of purchase and/or of installation of the DuPont Products within the 10 Year warranty period. You must provide DuPont with a reasonable opportunity to inspect the building within sixty (60) days after DuPont receives notice of your potential claim. You must also provide access to DuPont to recovery of samples of the Products from the actual installation in sufficient quantities in order to perform testing to determine whether or not the DuPont Product failed as set forth herein. If obtaining the required samples proves not to be feasible, then, in the alternative, DuPont may use retainer samples for DuPont Products manufactured from the same lot as those used in the actual installation.

#### **EXCLUSION OF DAMAGES:**

DUPONT SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OR REPLACEMENT, AS APPLICABLE, OF THE PRODUCT AND, IF APPLICABLE, THE LABOR REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCTS TO MEET THE APPLICABLE PHYSICAL PROPERTIES DATA SHEET AND THE TERMS OF THIS DUPONT WARRANTY. DUPONT SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONDITION.



## **DUPONT WEATHERIZATION PRODUCTS 10-YEAR LIMITED WARRANTY FOR BUILDINGS LESS THAN 5 STORIES**

FOR ANY NON-RESIDENTIAL BUILDING/STRUCTURE OR MIXED-USE BUILDING/STRUCTURE, DUPONT LIABILITY UNDER THE PRODUCT AND LABOR WARRANTY SHALL, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, BE EXPRESSLY LIMITED TO THE LESSER OF TEN (\$10.00) DOLLARS A SQUARE FOOT OF EXTERIOR WALL SPACE OF THE ACTUAL AREA OF DAMAGE AND A PROJECT LIMIT OF FIVE HUNDRED THOUSAND (\$500,000.) DOLLARS.

The foregoing is the only Warranty made by DuPont for use on buildings or structures less than 5 stories in height. No representative, dealer or any other person is authorized to make or makes any warranty, representation, condition or promise on behalf of DuPont with respect to such Products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon DuPont unless made in writing and signed by an authorized employee of DuPont.

**THIS WARRANTY IS NOT A PERFORMANCE CLAIM.**