

# DuPont Air, Water, Thermal 10-Year Limited Residential Product and Labor Warranty

## For New Construction or Substantial Additions to Residential Single Family and Duplex Buildings

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

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 Performance Building Solutions Products ("Products") purchased after **June 1, 2019** in the United States (US) or Canada.

This warranty applies to **new construction and substantial additions to single-family residential and duplex buildings in the United States or Canada ("Homes")**. For the purpose of this Warranty, "Single-Family Residential" shall mean fully-detached one or two-family structures as well as townhouse structures not more than three stories above grade plane as defined in the 2012 International Residential Code (IRC) section R101.2, both to the extent they are exclusively Residential-Use building structures.

This warranty does not apply to consumer over-the-counter purchases for personal home use. For warranties that may apply to consumers rather than professional product purchased, please refer to the DuPont Weatherization Products 10-Year Limited Residential Consumer Warranty.

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

### 10-Year Product and Labor Limited Warranty

#### "Products" eligible under this 10-year Limited Warranty (Product & Labor):

- DuPont™ Tyvek® Wrap Products, including DuPont™ Tyvek® HomeWrap®, CommercialWrap®, StuccoWrap®, DrainWrap™, DrainWrap™ CA, and CommercialWrap® D, and
- DuPont™ Flashing Products, including DuPont™ Flashing Tape, FlexWrap™, and FlexWrap™ EZ, StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), and

- DuPont™ Styrofoam™ brand XPS products\*, including Styrofoam™ Duramate™ Insulation, Styrofoam™ Residential Sheathing Insulation, Styrofoam™ Residing Board, Styrofoam™ Scoreboard Insulation Board, Styrofoam™ Square Edge Insulation, Styrofoam™ Square Edge Brand HI 40 Insulation, Styrofoam™ Tongue & Groove Insulation, Styrofoam™ Wallmate™ Insulation, Utilityfit™ Scoreboard Plastic Foam, Utilityfit™ Square Edge Plastic Foam, and Utilityfit™ Tongue & Groove Plastic Foam in all thicknesses.

Subject to the following specific terms and conditions, DuPont warrants that for a period of 10-years from the earliest date of all Products purchased, the 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, meet or exceed the:
  - Water holdout performance properties pursuant to the AATCC 127 (2017) for water holdout, with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods, and
  - Air holdout pursuant to the Gurley Hill [TAPPI T-460 (2016)] test for air holdout in the applicable specific Physical Property Data Sheet in effect at the time of the installation, and
- for DuPont™ Flashing Products, meet the:
  - Water holdout performance properties pursuant to the AATCC 127 (2017) test for water holdout test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods, and
- for DuPont™ Styrofoam™ brand XPS Products, will:
  - not vary by more than ten (10) percent from the minimum R-value identified in ASTM C578 (2018)

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 and/or thermal performance specifications in the applicable Physical Property

\*Former products of the Dow Chemical Company.

Data Sheets, then DuPont will provide replacement Product for all defective Product and pay all reasonable construction repair costs to correct the 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.

## Product Specific Conditions to Qualify for Product and Labor Warranty:

### DuPont™ Tyvek® Wrap Products,

- DuPont™ Tyvek® Tape must be used with all Wrap Products as outlined in the applicable published installation guidelines.
- In order to qualify for 10-year Product & Labor Warranty, all other DuPont products, DuPont™ Flashings and DuPont™ Styrofoam™ brand XPS, must be used with Wraps.
- Products must be installed according to the applicable published installation guidelines for air and water holdout.

### DuPont™ Flashing Products,

- In order for DuPont™ Flashing Products to qualify for 10-year Product & Labor Warranty, all other applicable DuPont Products, including DuPont™ Tyvek® Wraps and DuPont™ Styrofoam™ brand XPS, must be used.
- Products must be installed according to the applicable published installation guidelines for air and water holdout.

### DuPont™ Styrofoam™ brand XPS Products,

- Insulation must be stored prior to installation in accordance with DuPont Performance Building Solutions recommendations. These instructions are available by calling 1-866-583-2583.
- In order for DuPont™ Styrofoam™ brand XPS Products to qualify for 10-year Product & Labor Warranty, all other applicable DuPont Products, including DuPont™ Tyvek® Wraps and DuPont™ Flashing Products, must be used.
- Products must be installed according to the applicable published installation guidelines for above-grade, exterior wall continuous insulation performance.

## What Is Not Covered by These Warranties:

1. Any building structure outside of the US or Canada.
2. Any building structure that is greater than 3 stories, including Low-Rise Multi-Family Residential Buildings.
3. Any renovation or remodel, excluding sustainable additions.
4. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.

5. Any DuPont Performance Building Solutions product not included in the list of eligible products on this Warranty.
6. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
7. Vandalism or attack by any party.
8. 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.
9. Foreign objects or agents, including the use of materials incompatible with DuPont Performance Building Solutions Products.
10. UV exposure of the Products in excess of that set forth in the Physical Properties Data Sheet.
11. 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 for the Product and Labor requirements outlined, or façade manufacturer requirements. Installation Guidelines are available by calling 1-800-448-9835 and online at [building.dupont.com](http://building.dupont.com) or [building.dupont.ca](http://building.dupont.ca) (for Canada).
12. Any defect arising out of the performance of any non-DuPont building envelope products.
13. Warranty claims made for any Product for which another warranty claim has already been fulfilled by DuPont for that same Product installed on the same Home, regardless of who submitted the other claim.

## How to Get Warranty Service:

To obtain service under this warranty, you must promptly contact DuPont at [building.dupont.com](http://building.dupont.com) or [building.dupont.ca](http://building.dupont.ca), or call 1-800-448-9835 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 the 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(s) 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 REASONABLE 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.

FOR ANY NEW CONSTRUCTION OR SUBSTANTIAL ADDITION TO RESIDENTIAL SINGLE FAMILY AND DUPLEX BUILDING DUPONT LIABILITY UNDER THE PRODUCT AND LABOR WARRANTY SHALL, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, BE EXPRESSLY LIMITED TO A PROJECT LIMIT OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000).

The foregoing is the only Warranty for the listed products made by DuPont for use on new single family residential and duplex buildings in the US or Canada. 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.



For more information about DuPont Performance Building Solutions, please call 1-800-448-9835 or visit us at [building.dupont.com](http://building.dupont.com) or [building.dupont.ca](http://building.dupont.ca) (for Canada)