

DuPont Air, Water, Thermal 10-Year Limited Warranty for Buildings Less Than 5 Stories and Low-Rise Multi-Family Residential Buildings Less Than 6 Stories

Warranted Party

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..

Warranted Period

This 10-Year Limited Warranty is effective for DuPont Performance Building Solutions Products ("Products") purchased after August 1, 2022 in Canada or the United States (US).

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.

Applicable Structures

This warranty applies all building structures that are less than five (5) stories in height in the US and Canada. In the US only, this also applies to "Low-Rise Multi-Family Residential Buildings" which is defined as an entire building structure that meets ALL conditions (i) through (iv) listed below. Use of the term IBC references the 2018 International Building Code.

- (i) Less than six (6) stories in height (IBC Table 504.4) and less than sixty (60) feet in height (IBC Table 504.3) from Grade Plane (IBC Section 202);
- (ii) Residential-Use (Group R) building structure (IBC Section 310);
- (iii) Constructed of wood-based structural exterior framing and sheathing of Type V or Type III Construction (IBC Chapter 6), including allowances for Automatic Sprinkler height increase (IBC 504.1 and Table 504.4) and 'podium' structures outlined in the Special Provisions (IBC Section 510);
- (iv) Design requirements for building envelope do not exceed ASTM E1677.

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 https://www.dupont.com/content/dam/dupont/amer/us/en/performance-building-solutions/public/documents/en/43-d100839-enna_weatherization_10-year_limited_residential_consumer_warranty.pdf

10-Year Product and Labor Limited Warranty

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

- DuPont™ Tyvek® Low-Rise Wrap Products, including DuPont™ Tyvek® HomeWrap®, Tyvek® StuccoWrap®, Tyvek® DrainWrap™, Tyvek® DrainWrap™ CA, and Tyvek® ThermaWrap™ LE, and
- DuPont™ Tyvek® Commercial Wrap Products, including DuPont™ Tyvek® CommercialWrap® and Tyvek® CommercialWrap® D, and
- DuPont Self-Adhered Flashing Products, including DuPont™ Flashing Tape, StraightFlash™ VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™, and
- DuPont Thermal Products, including DuPont™ Styrofoam™ Brand Extruded Polystyrene Foam Insulation*, Thermax™ XARMOR™ (ci) Exterior Insulation*, Thermax™ (ci) Exterior Insulation*, Thermax™ Sheathing Exterior Insulation*, Tuff-R™ Insulation*, and Super Tuff-R™ Insulation*.

For the purposes of this Warranty, "Single-Family Residential" shall mean full-detached one or two family structures, as well as townhouse structures not more than three stories above grade plane as defined in the 2018 International Residential Code (IRC) Section R101.2, both to the extent they are exclusively Residential-Use building structures..

Product and Labor Warranty Requirements

Subject to the following specific terms and conditions below, DuPont warrants that for a period of 10 years from the earliest date of all Products purchased, when the Products (identified below) are installed in strict accordance with the applicable DuPont Installation Guidelines at the time of installation, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure that:

For building structures less than five (5) stories in height, including “Single-Family Residential”, in the US and Canada or “Low-Rise Multi-Family Residential Buildings” in the US:

- DuPont™ Tyvek® Wrap Products, meet or exceed:
 - Water holdout performance properties pursuant to the AATCC 127 test 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) test for air holdout in the applicable product specific Product Information Sheet in effect at the time of installation, and
- DuPont Self-Adhered Flashing Products, meet or exceed:
 - Water holdout performance properties pursuant to the AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods, and
- DuPont Thermal Products, meet:
 - Thermal resistance pursuant to ASTM C518, or the then closest DuPont-approved effective equivalent thereof will not vary by more than fifteen (15) percent from its published R-value when testing. Insulation samples shall be conditioned to equilibrium prior to testing.

To qualify for this Product and Labor Limited Warranty, you must exclusively use Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below. For buildings that do not meet the definition of “Single-Family Residential,” you MUST use the Project Registration and Observation process prior to installation to qualify under the Product and Labor Warranty. For Project Registration details, please see building.dupont.com or call 1-833-338-7668 BEFORE you commence installation.

Additional Specific Terms and Conditions for DuPont™ Tyvek® Wrap Products:

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Wrap Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation and Integrating DuPont™ Tyvek® Products with DuPont Exterior Continuous Insulation Installation Bulletin, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure to qualify under the Product and Labor Warranty.
- DuPont™ Tyvek® Tape must be used with all DuPont™ Tyvek® Wrap Products as outlined in the applicable published DuPont Installation Guidelines to qualify under the Product and Labor Warranty.
- Substitution of any other building envelope, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product and Labor Warranty

Additional Specific Terms and Conditions for DuPont Self-Adhered Flashing Products:

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Wrap Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation and Integrating DuPont™ Tyvek® Products with DuPont Exterior Continuous Insulation Installation Bulletin, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure to qualify under the Product and Labor Warranty.
- Substitution of any other building envelope, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product and Labor Warranty.

Additional Specific Terms and Conditions for DuPont Thermal Products:

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Wrap Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation and Integrating DuPont™ Tyvek® Products with DuPont Exterior Continuous Insulation Installation Bulletin, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure to qualify under the Product and Labor Warranty.
- Substitution of any other building envelope, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product and Labor Warranty.

What is Covered by This Product and Labor Warranty:

When all conditions of this Product & Labor Limited Warranty are met, if damage to the building is caused solely by the failure of any Product to meet the properties specified above, then DuPont will provide replacement Product for all defective Product and pay all reasonable construction repair costs to correct any problem that that arises solely out of the failure of the DuPont Products to meet the properties specified above. 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 Replacement Limited Warranty for Thermal Products After 10 Years

“Products” eligible under this Limited Warranty (Product Replacement)

- DuPont™ Thermal Products, including DuPont™ Styrofoam™ Brand Extruded Polystyrene Foam Insulation, Thermax™ XARMOR™ (ci) Exterior Insulation, Thermax™ (ci) Exterior Insulation and Thermax™ Sheathing Exterior Insulation.

Product Limited Warranty Requirements

Subject to Product label warnings and the following Product Specific terms and conditions below, DuPont warrants that when the Products (identified below) are installed in strict accordance with the applicable DuPont Installation Guidelines at the time of installation in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, that:

- DuPont™ Thermal Products, meet the:
 - Thermal resistance pursuant to ASTM C518, or the then closest DuPont-approved effective equivalent thereof will not vary by more than ten (10) percent from its published R-value when testing. Insulation samples shall be conditioned to equilibrium prior to testing.

DuPont provides this Product Replacement Limited Warranty for the following periods:

- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1.5" or greater at 50 years beginning from the date of purchase.
- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1 inch, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional twenty (20) years.
- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1/2 to 3/4 inches, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional five (5) years.
- For Thermax™ XARMOR™ (ci) Exterior Insulation, Thermax™ (ci) Exterior Insulation and Thermax™ Sheathing Exterior Insulation, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional ten (10) years.

To qualify for this Product Limited Warranty, you must exclusively use Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below. For buildings that do not meet the definition of "Single-Family Residential," you MUST use the Project Registration and Observation process prior to installation to qualify under the Product and Labor Warranty. For Project Registration details, please see building.dupont.com or call 1-833-338-7668 BEFORE you commence installation.

Additional Specific Terms and Conditions for DuPont Thermal Products:

- To qualify for this Product Replacement Warranty, you must exclusively use Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation and Integrating DuPont™ Tyvek® Products with DuPont Exterior Continuous Insulation Installation Bulletin, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure to qualify under the Product Replacement Warranty.

- Substitution of any other building envelope, flashing, tape or thermal products when there is an applicable Product available from DuPont will void this Product Replacement Warranty.

This warranty is limited to product replacement. If the Product fails to meet the properties specified above, then DuPont's 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 substitution of other products or those manufactured by other manufacturers will be permitted. In the alternate, at DuPont's sole discretion, DuPont will refund the Warranted Party the original purchase price of the non-performing insulation. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

What is Not Covered by This Warranty:

1. Any building structure that is greater than 4 stories in Canada.
2. Any building structure that is greater than 4 stories in the US, unless it is a "Low-Rise Multi-Family Residential Building" (as defined above).
3. The negligence, gross negligence, or willful misconduct of the Warranted Party or of any third party.
4. Any installation in which DuPont™ Tyvek® Commercial Wrap Products come into contact with uncured DuPont™ Tyvek® Fluid-Applied Products; curing information can be found in the DuPont Installation Guidelines.
5. Any installation in which DuPont Low-Rise Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products (cured or uncured).
6. Any installation in which DuPont™ Tyvek® Wrap Products come into contact with alternate or competitive fluid applied products.
7. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
8. Vandalism or attack by any party.
9. Defects in the structure or component of the structure (e.g., window, door, or wall system) or selection of any components of the structure, or premature deterioration of the building materials, or any defect arising out of the performance of any non-DuPont Building Envelope Solutions or Thermal product.
10. Foreign objects or agents, including the use of products incompatible with DuPont Performance Solutions Products, or contamination from building site chemicals.
11. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
12. Improper installation of the Products, such as improper building practices or design not in accordance with the applicable building code or industry standards, nonstandard use or application of the Products, or any deviation from approved construction plans or project specifications, failure to follow façade manufacturer requirements, or failure to follow the applicable DuPont Installation Guidelines. Installation Guidelines are available by calling 1-833-338-7668 and on line at building.dupont.com.

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 structure, regardless of who submitted the other claim.
14. Any building in which the claimant is not the Warranted Party.
15. Installations on a wall that does not feature a continuous path for moisture drainage to the exterior.
16. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.
17. Installations of featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
18. This warranty shall be void if, in DuPont's sole judgment, there is damage to the insulation resulting from improper handling and installation, maintenance, impact of falling objects, cascading roof/ floor water, ponding water, immersion in water, non-diffusion open assemblies, mold growth or formulation, or failure or distortion in the walls or foundation of the building/structure, including settling of the building or movement of framing members.

How you can get Warranty Service:

To obtain service under this warranty, you must promptly contact DuPont at building.dupont.com or call 1-833-338-7668 regarding any potential claim, no later than thirty (30) days after you discover any potential claim, and you MUST provide DuPont within the warranty period proof of purchase of the DuPont Products.

You must provide DuPont with a reasonable opportunity to inspect the building with 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'S 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 OFF THE PRODUCTS TO MEET THE APPLICABLE PRODUCT INFORMATION 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 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 OR FIVE HUNDRED THOUSAND (\$500,000) DOLLARS PER OCCURANCE AND PROJECT.

THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND SHALL NOT BE EXTENDED UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF DUPONT. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS WARRANTY.

The foregoing is the only warranty made by DuPont. No representative, dealer or any other person is authorized to make 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.



For more information about this warranty, contact your local DuPont™ Tyvek® Specialist, visit building.dupont.com or call 1-833-338-7668

NOTICE: No freedom from any patent owned by DuPont or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where DuPont is represented. The claims made may not have been approved for use in all countries or regions. DuPont assumes no obligation or liability for the information in this document. References to "DuPont" or the "Company" mean the DuPont legal entity selling the products to Customer unless otherwise expressly noted. NO EXPRESS WARRANTIES ARE GIVEN EXCEPT FOR ANY APPLICABLE WRITTEN WARRANTIES SPECIFICALLY PROVIDED BY DUPONT. ALL IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. The buyer assumes all risks as to the use of the material. Failure to strictly adhere to any recommended procedures shall release DuPont Specialty Products USA, LLC or its affiliates of all liability with respect to the materials or the use thereof. The information herein is not intended for use by non-professional designers, applicators or other persons who do not purchase or utilize this product in the normal course of their business.

DuPont believes this information to be reliable and accurate. The information may be subject to revision as additional experience and knowledge is gained. It is the user's responsibility to determine the proper construction materials needed.

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