

DuPont™ Tyvek® Fluid Applied Products Limited Warranty

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

These Limited Warranties are effective for DuPont™ Tyvek® Fluid Applied WB+™ Products (“Products”) identified below and purchased and installed after September 1, 2020 in the United States (US).

If any Products are replaced under these warranties, then ongoing warranty coverage will continue from the original date of purchase and not from the date of replacement.

1-Year Product Replacement Limited Warranty

“Products” eligible under this 1-Year Product Limited Warranty: (Product Replacement):

- DuPont™ Tyvek® Fluid Applied Products, including DuPont™ Tyvek® Fluid Applied WB+™, DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound+ and DuPont™ Sealant for Tyvek® Fluid Applied System.

Warranty Requirements

Subject to Product label warnings and the following Product specific terms and conditions set forth below, DuPont warrants that for a period of 1 Year from date of manufacture, when the Products (identified below) are installed in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, that:

- DuPont™ Tyvek® Fluid Applied Products will be free from defects in material and workmanship.

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 materials 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. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

10-Year Product Replacement Limited Warranty

“Products” eligible under this 10-Year Product Limited Warranty: (Product Replacement):

- DuPont™ Tyvek® Fluid Applied Products, including DuPont™ Tyvek® Fluid Applied WB+™, DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound+ and DuPont™ Sealant for Tyvek® Fluid Applied System.

Warranty Requirements

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 the date of purchase, 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™ Tyvek® Fluid Applied Products, will achieve:
 - Water holdout performance properties such that no leaks will be observed after the test specimen is subjected to 55cm of static water head for 5 hours. The test specimen is to be 225cm². For flashing, the test specimen is to be centered in the middle of the flashing. Post installation, DuPont™ Tyvek® Fluid Applied Products must be sampled without physical damage as continuously applied, and be tested as installed on the substrate.

You MUST use the Project Registration and Observation process prior to installation on all projects to qualify under this 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® Fluid Applied Products:

- To qualify for this 10-Year Limited Product Warranty, you must exclusively use Products to the extent applicable on each type of construction (no substitution of alternate or competitive product) except,
 - Applications under exterior insulation finish systems (EIFS) cladding.
- Products must be installed according to the applicable published 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 to qualify under this 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

materials 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. 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 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 homeowner.
2. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
3. Vandalism or attack by any party.
4. 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, or premature deterioration of the building materials or any defect arising out of the performance of any non-DuPont Building Envelope Solutions product.
5. Foreign objects or agents, including the use of materials incompatible with DuPont Building Envelope Solutions Products, or contamination from building site chemicals.
6. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
7. 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 for the "10-Year Limited Product Warranty" including failure to follow requirements for shelf life and storage of DuPont™ Tyvek® Fluid Applied Products. Installation Guidelines are available by calling 1-833-338-7668 and on line at building.dupont.com.
8. 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.
9. Any building in which the claimant is not the Warranted Party.
10. Installations of DuPont™ Tyvek® Fluid Applied Products on a wall that does not feature a continuous path for moisture drainage to the exterior.
11. Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
12. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.

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, but no later than sixty (60) days after you discover any potential claim, and you MUST provide DuPont within the warranty period proof of purchase and/or of installation of the DuPont Products.

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 DuPont 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 TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCT 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.

The foregoing is the only Warranty made by DuPont. 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.



For more information about this warranty, 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. Buyer's exclusive remedy or any claim (including without limitations, negligence, strict liability, or tort) shall be limited to the refund of the purchase price of the material. Failure to strictly adhere to any recommended procedures shall release DuPont 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.

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