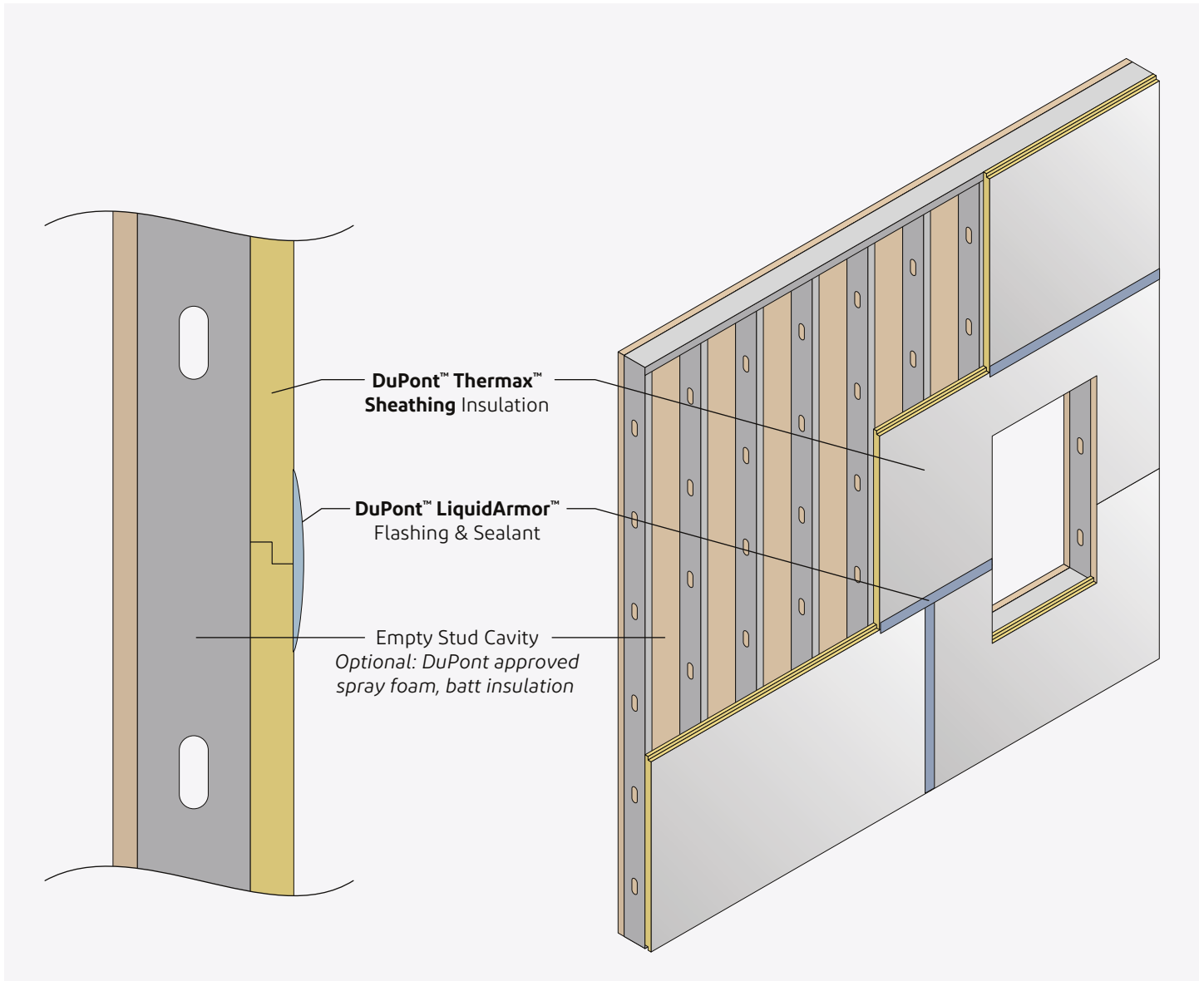


# DuPont™ Thermax™ Wall System Bronze Warranty



## Warranted Party

DuPont provides the following warranties to the Owner upon the terms and conditions set forth herein. For the purposes of these warranties, Owner shall mean the original registered owner of the Building at the time of installation.

These Limited Warranties are not transferable unless such transfer is approved by DuPont. The new building owner may apply for a transfer of warranty during the original warranty

period by submitting a Transfer of Warranty Request to DuPont within ninety (90) days of transfer of ownership of the Building. The Transfer of Warranty Request form is available at [www.building.dupont.com](http://www.building.dupont.com). DuPont will notify the new owner in writing regarding the disposition of the transfer request, and the warranty is not transferred unless acknowledged in writing by DuPont. DuPont reserves the right, in their sole discretion, to refuse to transfer this warranty.

## Warranted Period

These Limited Warranties are effective for DuPont™ Thermax™ Wall System 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 or receipt of replacement Product.

## 3-Month Exposure Product Limited Warranty “Products” eligible under this 3-Month Limited Warranty (Product Replacement):

- DuPont™ Thermax™ Sheathing\*, and,
- DuPont™ LiquidArmor™ Products, including DuPont™ LiquidArmor™ CM\*, LiquidArmor™ QS\*, and LiquidArmor™ LT\*.

## Product Limited Warranty Requirements

Subject to Product label warnings and the following Products specific terms and conditions set forth below, DuPont warrants that for a period of 3 months 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™ Thermax™ Sheathing, meet:
  - 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, and
  - Compressive strength, vertical, aged at 10% deflection or yield pursuant to ASTM D1621, and
- DuPont™ LiquidArmor™ Products, 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 225cm<sup>2</sup> and is to be centered in the middle of the flashing. Post installation, DuPont™ LiquidArmor™ Products must be sampled without physical damage as continuously applied, and be tested as installed on the substrate.

To qualify for this Product Replacement 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. You MUST use the TWS Limited Warranties Prequalification Registration Form and TWS Limited Warranties Project Completion Form. For details, please see [building.dupont.com](http://building.dupont.com) or call 1-833-338-7668.

## Additional Specific Terms and Requirements for DuPont™ Thermax™ Sheathing:

- To qualify for this Product Replacement Warranty, you must exclusively use DuPont™ Thermax™ Sheathing and DuPont™ LiquidArmor™ Products to the extent applicable on each type of construction (no substitution of alternate or competitive product).

\*A former product of The Dow Chemical Company.

- 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 the Product Replacement Warranty.
- Substitution of any other insulation or flashing product when there is an applicable Product available from DuPont will void this Product Replacement Warranty.

## Additional Specific Terms and Requirements for DuPont™ LiquidArmor™ Products:

- To qualify for this Product Replacement Warranty, you must exclusively use DuPont™ Thermax™ Sheathing and DuPont™ LiquidArmor™ Products to the extent applicable on each type of construction (no substitution of alternate or competitive product).
- 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 the Product Replacement Warranty.
- Substitution of any other insulation or flashing product 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. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

## 5-Year Product & Labor Limited Warranty “Products” eligible under this 5-Year Limited Warranty (Product & Labor)

- DuPont™ LiquidArmor™ Products, including DuPont™ LiquidArmor™ CM, LiquidArmor™ QS, and LiquidArmor™ LT.

## 5-Year Product & Labor Warranty Requirements

Subject to Product label warnings and the following Products specific terms and conditions set forth below, DuPont warrants that for a period of 5 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™ LiquidArmor™ Products, 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 225cm<sup>2</sup> and is to be centered in the middle of the flashing. Post installation, DuPont™ LiquidArmor™ Products must be sampled without physical damage as continuously applied, and be tested as installed on the substrate.

To qualify for this Product & 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. You MUST use the TWS Limited Warranties Prequalification Registration Form and TWS Limited Warranties Project Completion Form. For details, please see [building.dupont.com](http://building.dupont.com) or call 1-833-338-7668.

## **20-Year Product & Labor Limited Warranty**

### **“Products” eligible under this 20-Year Limited Warranty (Product & Labor)**

- DuPont™ Thermax™ Sheathing.

## **20-Year Product & Labor Warranty Requirements**

Subject to Product label warnings and the following Products specific terms and conditions set forth below, DuPont warrants that for a period of 20 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™ Thermax Sheathing, meet:
  - 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.

To qualify for this Product & 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. You MUST use the TWS Limited Warranties Prequalification Registration Form and TWS Limited Warranties Project Completion Form. For details, please see [building.dupont.com](http://building.dupont.com) or call 1-833-338-7668.

## **Additional Specific Terms and Requirements for DuPont™ Thermax™ Sheathing:**

- To qualify for these Product & Labor Warranty, you must exclusively use DuPont™ Thermax™ Sheathing and DuPont™ LiquidArmor™ Products to the extent applicable on each type of construction (no substitution of alternate or competitive product).
- 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 these Product & Labor Warranties.
- Substitution of any other insulation or flashing product when there is an applicable Product available from DuPont will void these Product & Labor Warranties.

## **Additional Specific Terms and Requirements for DuPont™ LiquidArmor™ Products:**

- To qualify for these Product & Labor Warranty, you must exclusively use DuPont™ Thermax™ Sheathing and DuPont™ LiquidArmor™ Products to the extent applicable on each type of construction (no substitution of alternate or competitive product).
- 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 these Product & Labor Warranties.
- Substitution of any other insulation or flashing product when there is an applicable Product available from DuPont will void these Product & Labor Warranties.

## **What is Covered by These Product & Labor Limited Warranties:**

When all conditions of these Product & Labor Limited Warranties are met, if damage to the build is caused solely by the failure of any Product to meet 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 arises solely out of the failure of the DuPont Product to meet the properties specified above. DuPont will not have any liability under these warranties for the repair or cost of repair for more than the actual area of damage. In the alternate, at DuPont's sole discretion, DuPont will refund the Owner the original purchase price of the non-performing Product.

## **What is Not Covered by these Warranties:**

1. The negligence, gross negligence, or willful misconduct of the Warranted Party or of any third party.
2. Acts of God, including but not limited to, fire and lightning, hurricane, high winds (60 mph or greater).
3. Vandalism or attack by any party.
4. 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™ Thermax™ Wall System Products.
5. Foreign objects or agents, including the use of products incompatible with DuPont Thermax™ Wall System 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, including failure to follow requirements for storage of DuPont™ Thermax™ Wall System Products. Installation Guidelines are available by calling 1-833-338-7668 and on line at [building.dupont.com](http://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. Any loss or damage arising directly from the warranted product, or the use or failure thereof, whether based on breach of warranty or negligence.
11. Failure of the substrate (excluding DuPont™ Thermax™ Sheathing) over which the warranted product is applied, faulty construction, deficiencies of materials used in the wall assembly, or damage from conditions on the surface to which the warranted product is applied.
12. 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.
13. Distortion or variation in the color or other cosmetic appearance of the warranted product that does not affect its performance.

### How you can get Warranty Service:

To obtain service under these warranties, you must promptly contact DuPont at [building.dupont.com](http://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 and/or of installation 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 OF 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 SHALL NOT HAVE ANY LIABILITY FOR THE COSTS (OF MATERIAL, LABOR, DISPOSAL, OR OTHER) TO REMOVE THE EXTERIOR CLADDING OR FAÇADE AND/OR THE INTERIOR FINISH, SOIL, OR OTHER MATERIALS TO EXPOSE THE THERMAX™ WALL SYSTEM FOR INSPECTION, TESTING, REMOVAL, REPAIR AND/OR REPLACEMENT, OR FOR REPLACING THE EXTERIOR CLADDING OR FAÇADE AND/OR THE INTERIOR FINISH, SOIL, OR OTHER MATERIALS, REGARDLESS OF THE CAUSE OF THE NEED FOR SUCH REMOVAL AND/OR REPLACEMENT. ALL SUCH COSTS SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES THAT EXTEND BEYOND THE DESCRIPTION SET FORTH IN THESE WARRANTIES.

DUPONT LIABILITY UNDER THE PRODUCT & 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 THREE HUNDRED FIFTY THOUSAND (\$350,000) DOLLARS, OR EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, PER OCCURANCE AND PROJECT.

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.



**For more information about this warranty  
visit [building.dupont.com](http://building.dupont.com)  
or call 1-833-338-7668**

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