

# DuPont Air, Water, Thermal 10-Year Limited Warranty for Single-Family Residential Buildings

#### **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 February 2024 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 to "Single-Family Residential Buildings" meeting the below definitions and/or criteria.

For the purposes of this Warranty, "Single-Family Residential Buildings" shall mean:

- (i) Fully-detached one or two family structures, as well as townhouse structures not more than three stories above grade plane as defined in the 2021 International Residential Code (IRC) Section R101.2, both to the extent they are exclusively Residential-Use building structures.
- ii) 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 <u>DuPont™ Tyvek® 10-Year Limited Residential</u> Retail Warranty.

#### 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<sup>™</sup>
  Flashing Tape, StraightFlash<sup>™</sup> VersaFlange<sup>™</sup> (formerly
  StraightFlash<sup>™</sup> VF), FlexWrap<sup>™</sup> EZ, and FlexWrap<sup>™</sup>, 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, and Tuff-R™ Insulation\*.

#### **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:

- DuPont<sup>™</sup> Tyvek<sup>®</sup> 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,
  - 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 will pass:
  - AAMA 711 Section 5.2.1 Water Penetration Resistance Around Fasteners, 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.

## 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 according to the <u>Integrating DuPont Building Envelope Solutions</u> <u>Products with DuPont Exterior Continuous Insulation</u> 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<sup>™</sup> Styrofoam<sup>™</sup>
 Brand Extruded Polystyrene Foam Insulation, Thermax<sup>™</sup>
 XARMOR<sup>™</sup> (ci) Exterior Insulation, Thermax<sup>™</sup> (ci) Exterior
 Insulation and Thermax<sup>™</sup> Sheathing Exterior Insulation.

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.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so certain limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

## **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<sup>™</sup> XARMOR<sup>™</sup> (ci) Exterior Insulation, Thermax<sup>™</sup> (ci)
   Exterior Insulation and Thermax<sup>™</sup> 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.

## 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:

- Any building structure that does not meet the definition of a "Single-Family Residential Building" in the United States or Canada.
- 2. 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.
- 3. Any installation in which DuPont Low-Rise Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products (cured or uncured).
- Any installation in which DuPont™ Tyvek® Wrap Products come into contact with alternate or competitive fluid applied products.
- 5. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
- 6. Vandalism or attack by any party.
- 7. 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.
- 8. Foreign objects or agents, including the use of products incompatible with DuPont Performance Solutions Products, or contamination from building site chemicals.
- 9. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
- 10. 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.
- 11. 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.

- 12. Any building in which the claimant is not the Warranted Party.
- 13. Installations on a wall that does not feature a continuous path for moisture drainage to the exterior.
- 14. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.
- 15. Installations of featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
- 16. 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 visit building.dupont.com or call 1-833-338-7668

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