

# 50-Year Limited Warranty for DuPont Styrofoam™ Brand Deckmate™ and Square Edge Insulation in a Conventional Roof Assembly

### **Warranted Party**

DuPont provides the following warranty to the Owner, OR to Builders, Contractors, or Professional Installers upon the terms and conditions set forth herein. For the purposes of this warranty, Owner shall mean the original registered owner of the Building at the time of installation.

This warranty is not transferrable.

#### **Warranted Period**

This 50-Year warranty is effective for DuPont Deckmate™ and Square Edge Products ("Products") identified below and purchased and installed after August 1, 2022 in the United States (US).

If any products are replaced under this warranty, then ongoing coverage will continue from the start date of the original warranty and not from the date of replacement.

#### 50-Year Product & Labor Limited Warranty

"Products" eligible under this 50-Year Limited Warranty (Product & Labor)

 DuPont Deckmate<sup>™</sup> and Square Edge Products, including DuPont<sup>™</sup> Styrofoam<sup>™</sup> Brand Deckmate<sup>™</sup> Plus Insulation and Styrofoam<sup>™</sup> Brand Deckmate<sup>™</sup> Plus FA Insulation, with a thickness of 2" or greater.

## **Product & Labor 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 50 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 roof system, following the applicable building codes and accepted industry standards for each type of construction, that:

- DuPont Deckmate<sup>™</sup> and Square Edge Products, will
  - 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, and
  - That the Product will retain 100% of its advertised compressive strength.

To qualify for this Product & Labor 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 Project Registration process prior to installation to qualify under the Product & Labor Warranty. For Project Registration details, please see building.dupont.com or call 1-833-338-7668 BEFORE you commence installation. This warranty will only issue upon DuPont having received at least five (5) business days' advance notice of the installation, provided that such installation of the Product is in accordance with DuPont Installation Guidelines.

# Additional Specific Terms for DuPont Horizontal Roof Insulation Products

- To qualify for this Product & Labor Warranty, you must exclusively use DuPont Deckmate<sup>™</sup> and Square Edge 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 roof system, following the applicable building codes and accepted industry standards for each type of structure, to qualify under the Product & Labor Warranty
- Substitution of any thermal products when there is an applicable Product available from DuPont will void this Product & Labor Warranty.
- Products must be installed in a conventional assembly that
  is diffusion open. A sufficient number of roof drains must be
  installed with appropriate placement to ensure that water does
  not pond on the roof for more than 48 hours after a rainfall.

# What is Covered by this Product & Labor Limited Warranty

When all conditions of the 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 costs to correct any problem 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.

### What is Not Covered by This Warranty

- 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, flooding, hail, earthquakes and high winds (in excess of 70 mph).
- 3. Vandalism or attack by any party.
- 4. Defects in the structure or component of the structure (e.g., window, skylight, chimney, vents, etc.) or selection of any components of the structure, or premature deterioration of the building materials, damage resulting from failure of the waterproofing system or any defect arising out of the performance of any non-DuPont Deckmate™ and Square Edge Products.
- Foreign objects or agents, including the use of products incompatible with DuPont Deckmate<sup>™</sup> and Square Edge 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, or failure to follow the applicable DuPont Installation Guidelines, including failure to follow requirements for storage of DuPont Deckmate™ and Square Edge Products. Installation Guidelines are available by calling 1-833-338-7668 and online 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. This Warranty shall be void if, at DuPont's sole judgement, 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 the framing members.
- 11. The acts of anyone but the contractor authorized by DuPont for work on the Product.

- 12. This Warranty shall be void if any repair or modification of the Product is continued despite objections from a DuPont representative that the work being done does not conform with the DuPont Installation Guidelines, or, at DuPont's discretion, if any DuPont representative is denied the opportunity to inspect the roof at any reasonable time after its installation but during the period of this Warranty.
- DuPont assumes no responsibility for determining whether the building is capable of supporting the design load of the roof system, including the insulation and any ballast.
- 14. Any controversy or claim arising out of or relating to this document, or the breach thereof, shall be settled in arbitration in accordance with the Construction Industry Rules of the American Arbitration Association at the Detroit, Michigan Regional Office in Novi, Michigan, and judgement upon the reward rendered by the Arbitrators may be entered in any court having jurisdiction thereof.
- 15. This Warranty will be effective commencing on the date of purchase of the Product and contingent upon the acceptance of the roofing system by DuPont.
- 16. Product covered by any paver pieces smaller than 2' x 2' x 2' are excluded from the wind resistance warranty. Any building in which the claimant is not the Warranted Party.

### How you can get Warranty Service

To obtain service under this Warranty, you must promptly contact DuPont at building.dupont.com or call 1-833-338-7669 regarding any potential claim, no later than thirty (30) days after you discover or reasonably should have discovered any potential claim, and you MUST provide DuPont within the 50-year 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 after DuPont receives notice of your potential claim. You must also provide DuPont access 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 feasible, in the alternative, DuPont may use retainer samples for DuPont Products manufactured from the same lot as those used in the actual installation. All sampling and testing costs shall be at Owner's sole expense should the investigation reveal the alleged problem to be outside the scope of this warranty. All testing shall be conducted at a NVLAP accredited lab or equivalent.

Any repair or modification of the Product, whether or not by a DuPont-approved roofing contractor, will void this Warranty unless DuPont has been given thirty (30) days' advance notice, or, in the event of an emergency requiring immediate repair, earliest possible notice by telephone, to permit DuPont at its discretion to arrange to monitor the repair or modification.

### **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 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 LIABILITY UNDER THE PRODUCT AND LABOR WARRANTY SHALL, NOT WITHSTANDING ANYTHING ELSE CONTAINED HEREIN, NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE INSULATION, PRORATED OVER THE YEARS OF SERVICE OF THE INSULATION.

THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTIBILITY 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 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.

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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