

DuPont[™] Tyvek[®] Roof Protector[™] 20-Year Limited Warranty

This is not a Consumer Warranty.

Warranted Party

DuPont provides the following warranty to Builders, General Contractors or Professional Installers upon the terms and conditions set forth herein. Warranty is not transferable.

Warranted Period

This 20-Year Limited Warranty is effective for DuPont™ Tyvek® Roof Protector™ Products ("Products") identified below and purchased and installed after **April 1, 2022** in Canada).

If any Products are repaired or replaced under this warranty, the ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

20-Year Product Limited Warranty

"Products" eligible under this 20-year Limited Warranty (Product Replacement)

DuPont[™] Tyvek[®] Roof Protector[™]

Warranty Requirements

Subject to Product label warnings and following the Product specific terms and conditions set forth below, DuPont warrants that for a period of 20 years from the date of purchase, when 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 applicable building codes and accepted industry standards for each type of construction, that:

- DuPont[™] Tyvek[®] Roof Protector[™] Products, meet:
 - The "Pass" requirement of ICC-ES AC188 for its liquid water holdout property in effect at the time of purchase of the DuPont™ Tyvek® Roof Protector™ Product when the problem is caused solely by the failure of the Product to meet that property. The Product must be originally installed on a roof having a minimum 2:12 slope.

What is Not Covered by this Warranty:

- 1. The negligence, gross negligence or willful misconduct of the Warranted Party or any third party.
- 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, skylight, chimney, vents, etc.) or selection of any components of the structure, or premature deterioration of the building materials, or defect arising out of any non-DuPont™ Tyvek® Roof Protector™ product.
- 5. Foreign objects or agents, products incompatible with DuPont Performance Building Solutions Products, or contamination from building site chemicals.
- 6. UV exposure of the Product in excess of that set forth in the applicable Product Information Sheet.
- 7. Improper installation of the DuPont™ Tyvek® Roof Protector™ Product, 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. 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. Assemblies where the Product is used as a permanent primary water barrier.

How You Can Get Warranty Service

To obtain service under this warranty, you must promptly contact DuPont at <u>building.dupont.com</u> 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 20-year warranty period proof of purchase of the DuPont[™] Tyvek® Roof Protector™ Product.

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 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 of product 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 REPLACEMENT OF THE PRODUCT 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 LOSS OR FROM 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 or promise on behalf of DuPont with respect to such product. 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 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.