

10-Year Limited Warranty for Residential Buildings Less than 5 Stories Using DuPont Exterior Continuous Insulation as a Water-Resistive Barrier

Warranted Party

DuPont provides the following warranty to Builders, General Contractors or Professional Installers upon the terms and conditions set forth herein.

This warranty is not transferrable.

Warranted Period

This 10-year Limited Warranty is effective for DuPont Products ("Products") identified below and purchase and installed after September 1, 2020 in Canada and the United States (US).

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

Applicable Structures

This warranty applies to all building structures that are less than five (5) stories in height in the US and Canada.

10-Year Product & Labor Limited Warranty

"Products" eligible under this 10-Year Limited Warranty (Product & Labor):

- DuPont Thermal Products, including Styrofoam™ Brand Extruded Polystyrene Foam Insulation*, Thermax™ XARMOR™ (ci) Exterior Insulation*, Thermax™ (ci) Exterior Insulation*, Thermax™ Sheathing Exterior Insulation*, Tuff-R™ Insulation*, and Super Tuff-R™ Insulation*.

Warranty Requirements

Subject to product label warnings and the specific terms and conditions 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 the Products will meet or exceed:

- Water holdout performance properties pursuant to ICC-ES AC 71 and 382 Water Ponding Test, CCMC Technical Guide for Sheathing Membrane, Breather-type 07102, for 5 hours at 55 cm or CCMC 4.4.4.2) for water ponding.

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.

Additional Specific Terms and Conditions:

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont Thermal 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 & Labor Warranty.
- Substitution of any other insulation, tape or flashing products when there is an applicable Product available from DuPont will void this Product & Labor Warranty.

What is Covered by this Product & Labor Limited 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 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 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.

*A former product of The Dow Chemical Company.

What is Not Covered by This Warranty:

1. Any building structure that is greater than 4 stories.
2. The negligence, gross negligence, or willful misconduct of the Warranted Party or of any third party, including the building owner.
3. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
4. Vandalism or attack by any party.
5. 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 Thermal product.
6. Foreign objects or agents, including the use of materials incompatible with DuPont Products, or contamination from building site chemicals.
7. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
8. 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 Product & Labor Warranty. DuPont Installation Guidelines are available by calling 1-833-338-7668 and on line at building.dupont.com.
9. 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.
10. 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 all 1-833-338-7668 regarding any potential claim, no later than sixty (60) days after you discover any potential claim, and you MUST provide DuPont within the 10-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 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 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 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 FIFTY THOUSAND (\$50,000) DOLLARS 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.

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 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.

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