



Tyvek.

# DUPONT™ WEATHERIZATION PRODUCTS 10-YEAR LIMITED WARRANTY FOR BUILDINGS GREATER THAN 4 STORIES

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.

This **10-Year Limited Warranty** is effective for DuPont™ Weatherization Products identified below and purchased and installed after June 19th, 2017 in Canada or the United States. This warranty applies to all building structures that are **GREATER THAN 4 STORIES** in height. If any products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

## 10-YEAR PRODUCT REPLACEMENT LIMITED WARRANTY

“Products” eligible under this 10-Year Limited Warranty (Product Replacement):

- DuPont low-rise wrap products (Non-Commercial Wrap Products), including DuPont™ Tyvek® HomeWrap®, StuccoWrap®, DrainWrap™ and ThermaWrap® LE, which collectively constitute the “Non-Commercial Wrap Products”,
- DuPont™ Tyvek® Commercial Wrap Products, including CommercialWrap® and Commercial Wrap® D, and DuPont™ Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, StraightFlash™ VF, FlexWrap™ EZ and FlexWrap™ NF (No Fasteners)

Subject to product label warnings, DuPont warrants that for a period of 10 years from date of purchase, the Products will meet or exceed the:

- Water holdout performance properties pursuant to the test AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods.

**This warranty is limited to product replacement.** If any of these Products fail to meet those water holdout properties, 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 substitutions of other products or those manufactured by other manufacturers will be permitted.

## 10-YEAR PRODUCT & LABOR LIMITED WARRANTY

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

- DuPont™ Tyvek® Commercial Wrap Products, including CommercialWrap® and Commercial Wrap® D, and
- DuPont™ Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, StraightFlash™ VF, FlexWrap™ EZ and FlexWrap™ NF (No Fasteners)

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 the DuPont™ Tyvek® Commercial Wrap Products and DuPont™ Flashing Products, when installed in strict accordance with the applicable DuPont Installation Guidelines, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, will:

- for DuPont™ Tyvek® Commercial Wrap Products, meet or exceed the:
  - Water holdout performance properties established pursuant to the AATCC 127 test for water holdout test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods, and
  - Air holdout pursuant to the Gurley Hill (TAPPI T-460) test for air holdout in the applicable product specific Physical Property Data Sheet in effect at the time of installation, and
- for DuPont™ Flashing Products, meet the:
  - Water holdout performance properties established pursuant to the AATCC 127 test for water holdout test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods.

# DUPONT™ WEATHERIZATION PRODUCTS 10-YEAR LIMITED WARRANTY FOR BUILDINGS GREATER THAN 4 STORIES

## Additional specific terms and conditions for DuPont™ Tyvek® Commercial Wrap Products:

To qualify for this Product & Labor Limited Warranty, you must

- exclusively use the DuPont™ Tyvek® Commercial Wrap Products to the extent applicable on each type of construction (no substitution of alternate or competitive product), except:
  - DuPont™ Flashing Products do not have to be used for flashing doors, windows, and/or other components that penetrate the DuPont™ Tyvek® Building Wrap as long as the alternate or competitive products meet the specifications set out in the Installation Guidelines, and
  - applications under exterior insulation finish systems (EIFS) cladding.
- Products must be installed according to the applicable published installation guidelines to qualify under the Product and Labor Warranty, use three (3) inch DuPont™ Tyvek® Tape with all DuPont™ Tyvek® Commercial Wrap Products.
- use the Project Registration and Observation process prior to installation on all Multi-Family, Mixed Use, Light and Heavy Commercial projects. For Project Registration details, please see [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com) or call 1-800-44-Tyvek BEFORE you commence installation.

**This warranty will not cover any alternate flashing products or damages arising therefrom.**

## Additional specific terms and conditions for DuPont™ Flashing Products:

- In order for DuPont™ Flashing Products to qualify under the Product & Labor Warranty, all other applicable DuPont products, including DuPont™ Tyvek® Commercial Wrap Products must be used. Flashing Products used alone will only have a Product Only Warranty.
- Substitution of any other building envelope, flashing or tape product 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 the water and air holdout specification in the applicable Physical Property Data Sheet, 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 conform to its Physical Property Data Sheet. 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 THESE WARRANTIES:

1. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
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 Non-Commercial Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products.
4. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
5. Vandalism or attack by any party.
6. 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, contamination from building site chemicals, or premature deterioration of the building materials, or nonstandard use or application of the Products.
7. Foreign objects or agents, including the use of materials incompatible with DuPont™ Tyvek®.
8. UV exposure of the Products in excess of that set forth in the Physical Properties Data Sheet.
9. Improper installation of the Products, such as improper building practices or design not in accordance with the applicable building code or industry standards, 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. Installation Guidelines are available by calling 1-800-44-Tyvek and online at [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com).
10. Any defect arising out of the performance of any non- DuPont building envelope products.
11. Any structure less than 5 stories in height.

## HOW CAN YOU GET WARRANTY SERVICE:

To obtain service under this warranty, you must promptly contact DuPont at [www.weatherization.tyvek.com](http://www.weatherization.tyvek.com) or call 1-800-44-Tyvek regarding any potential claim, no later than sixty (60) days after you discover any potential claim. For coverage under the Product Only warranty, you MUST provide DuPont with proof of purchase and/or of installation of the products within the 10-year warranty period. For coverage under the Product & Labor warranty, you MUST provide DuPont with proof of purchase and/or installation of the DuPont products.



## **DUPONT™ WEATHERIZATION PRODUCTS 10-YEAR LIMITED WARRANTY FOR BUILDINGS GREATER THAN 4 STORIES**

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 DuPont 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 PHYSICAL PROPERTIES DATA 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.

FOR ANY BUILDING/STRUCTURE GREATER THAN 4 STORIES, 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.**

The foregoing is the only warranty made by DuPont for structures and buildings greater than 4 stories in height. 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.**