

# DUPONT™ TYVEK® FLUID APPLIED WB+™ PRODUCTS LIMITED WARRANTY

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 Limited Warranty is effective for DuPont™ Tyvek® Fluid Applied WB+ Products ("Products") identified below and purchased and installed after June 19th, 2017 in the United States.

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

## 1-YEAR PRODUCT REPLACEMENT LIMITED WARRANTY

"Products" eligible under this 1-Year Product Limited Warranty:

 DuPont<sup>™</sup> Tyvek<sup>®</sup> Fluid Applied WB+<sup>™</sup>, DuPont<sup>™</sup> Tyvek<sup>®</sup> Fluid Applied Flashing and Joint Compound+, DuPont<sup>™</sup> Sealant for Tyvek<sup>®</sup> Fluid Applied System

Subject to Product label warnings and the following Product specific terms and conditions set forth below, DuPont warrants that for a period of 1-Year from date of manufacture, Products will be free from defects as determined by the DuPont Product Quality Management System, to the extent identified below, in a properly constructed and designed wall system, including designs that feature a continuous path for moisture drainage that enters the assembly to the exterior, used only in above ground applications, following the applicable building codes and accepted industry standards for the structure. Specific application or variations encountered in building surfaces, job conditions and methods used are the responsibility of the purchaser, and they shall make their determination to the suitability of Products for a particular purpose.

This warranty is limited to product replacement. DuPont's sole liability will be to provide replacement Product for that portion of installed Product found to be defective. All product replacement materials will be in the form of Product being manufactured at the time of replacement to re-treat one time the specific area to which defective product has been applied. No substitutions of other products or those manufactured by other manufacturers will be permitted. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

### **10-YEAR PRODUCT REPLACEMENT LIMITED WARRANTY**

"Products" eligible under this 10-Year Product Limited Warranty:

 DuPont<sup>™</sup> Tyvek<sup>®</sup> Fluid Applied WB+<sup>™</sup>, DuPont<sup>™</sup> Tyvek<sup>®</sup> Fluid Applied Flashing and Joint Compound+

Subject to Product label warnings and the following Product specific terms and conditions set forth below, DuPont warrants that for a period of 10 years from date of purchase, Products, to the extent identified below, 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 meet or exceed the:

- Water holdout performance property pursuant to the AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods, and
- Air holdout performance properties pursuant to the Gurley Hill (TAPPI – 460) for air holdout in the applicable Physical Property Data Sheet in effect at the time of installation.

To qualify for this 10-Year Limited Product Warranty, you must exclusively use Products to the extent applicable on each type of construction, excluding applications under exterior insulation finish systems (EIFS) cladding. You MUST use the Project Registration and Observation process prior to installation on all projects to qualify under this Warranty. For Project Registration details, please see <a href="https://www.Weatherization.Tyvek.com">www.Weatherization.Tyvek.com</a> or call 1-800-44-Tyvek BEFORE you commence installation.

This warranty is limited to product replacement. If damage to the building is caused solely by the failure of a Product identified above to meet the water holdout performance property and air holdout properties attributable to that Product, then DuPont's sole liability will be to provide replacement Product for that portion of installed Product found to be defective. All product replacement materials will be in the form of Product being manufactured at the time of replacement to re-treat one time the specific area to which defective product has been applied. No substitutions of other products or those manufactured by other manufacturers will be permitted. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.



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#### WHAT IS NOT COVERED BY THESE WARRANTIES:

- The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the homeowner.
- 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, 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.
- 5. Foreign objects or agents, including the use of materials incompatible with Products.
- 6. UV exposure of the Products in excess of that set forth in the Physical Property Data 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, 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 "10-YEAR PRODUCT LIMITED WARRANTY" listed above; Installation Guidelines are available by calling 1-800-44-Tyvek and online at www.Weatherization.Tyvek.com.
- 8. Any defect arising out of the performance of any non-DuPont building envelope products.
- 9. Installations on a wall that does not feature a continuous path for moisture drainage to the exterior.
- Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
- 11. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.

#### **HOW YOU CAN GET WARRANTY SERVICE:**

To obtain service under this warranty, you must promptly contact DuPont at www.Weatherization.Tyvek.com or call 1-800-44-Tyvek regarding any potential claim, but no later than sixty (60) days after you discover any potential claim, and you MUST provide DuPont with proof of purchase and/or of installation of the Products within the associated warranty period. 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 SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF PRODUCT THAT FAILS TO MEET THE SPECIFIC TESTS SET FORTH ABOVE 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.

The foregoing is the only Warranty made by DuPont for Products identified herein. No representative, dealer or any other person is authorized to make or makes 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, please contact your local DuPont™ Tyvek® Specialist or call DuPont directly at 1-800-44-Tyvek