

DuPont[™] Tyvek[®] Protec[™] PSU 30-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. This warranty is not transferable.

Warranted Period

This 30-Year Limited Warranty is effective for DuPont™ Tyvek® Protec™ PSU product ("Product") identified below and purchased and installed after **February 29**th, **2024** in the United States.

If any Product is 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.

30-Year Product Limited Warranty

Product eligible under this 30-year Limited Warranty (Product Replacement)

DuPont™ Tyvek® Protec™ PSU

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 30 years from the date of purchase, when Product is 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[®] Protec[™] PSU, meets:
 - The "Pass" requirement of ASTM D4869 for its liquid water transmission property in effect at the time of purchase of the DuPont™ Tyvek® Protec™ PSU 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.

This warranty is limited to product replacement. If the Product fails to meet the properties specified above, 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 substitution 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.

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® Protec™ PSU product.
- Foreign objects or agents, including products incompatible with DuPont Performance Building Solutions Products, contamination from building site chemicals, pressure washing, painting, cleaning solutions, coatings, or other objects or agents.
- 6. Damage to Product caused by modifications made after Product installation, including structural changes, equipment installation, or other modifications.
- 7. UV exposure of the Product in excess of that set forth in the applicable Product Information Sheet, including but not limited to UV exposure prior to installation of primary roof covering or UV exposure after the primary roof covering installation is completed.
- 8. Improper installation of the Tyvek® Protec™ PSU product, improper building practices or design not in accordance with the applicable building code or industry standards, nonstandard use or application of the Product 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 online at building.dupont.com.

- 9. Re-roofing over existing Product.
- 10. Warranty claims made for any product (including 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.
- 11. Any building in which the claimant is not the Warranted Party.
- 12. 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 30-year warranty period proof of purchase and/or of installation of the DuPont[™] Tyvek® Protec™ PSU 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 for 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.

Exclusions

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 TERMS OF THIS WARRANTY DOCUMENT. DUPONT SHALL NOT BE LIABLE IN EITHER TORT OR CONTRACT FOR ANY DIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR DAMAGES OF A SIMILAR NATURE, LOST PROFITS, LOST REVENUE ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONDITION.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, DUPONT MAKES NO OTHER WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO ITS PRODUCT INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO DUPONT), OR FROM ANY COURSE OF DEALING OR TRADE USAGE REGARDING DUPONT™ PROTEC™ PSU PRODUCTS.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow the exclusion or limitation of incidental damages, so the above limitation or exclusion may not apply to you. Additionally, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

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.

NOTE

It is user's responsibility to determine the suitability of the Product selected and proper construction materials needed. Do not attempt to work without proper training or without the proper personal protection equipment. Nothing herein is to be taken as a license to operate under any intellectual property right of any person or entity (including DuPont), or a recommendation to infringe any copyrights, trademarks or patents.

CAUTION: This product is combustible and shall only be used as specified by the local building code with respect to flame spread classification and to the use of a suitable thermal barrier. For more information, consult your local building inspector.

This Warranty is Not a Performance Claim.



Protec™ PSU

For more information about DuPont™ Tyvek® Protec™ PSU, contact your local DuPont Sales Representative, visit residentialroofing.dupont.com, or call 1-833-7668.