

# DuPont Commercial Wall<sup>2</sup> 10-Year Limited Warranty

DuPont provides the following warranties to the **Owner** upon the terms and conditions set forth herein. For purposes of these warranties, Owner shall mean the original registered owner of the Building at the time of substantial completion.

These Limited Warranties are effective for DuPont Commercial Wall<sup>2</sup> System Products ("Products") identified below and purchased and installed after **June 1st, 2019** in the United States and Canada. These limited warranties, while separate for each Product, collectively cover the DuPont Commercial Wall<sup>2</sup> System for above-grade applications. If any products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the original date of installer purchase and not from the date of repair or replacement. These warranties are not transferrable. No other DuPont warranties can be used in combination.

"Products\*" eligible under these DuPont Commercial Wall<sup>2</sup> System Warranties:

- DuPont™ Tyvek® Commercial Wrap Products, including CommercialWrap® and CommercialWrap® D, and
- DuPont™ Tyvek® Fluid Applied WB+™ Products, including DuPont™ Tyvek® Fluid Applied WB+™ and DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound+, and
- DuPont™ Flashing Products, including DuPont™ StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™, and
- DuPont™ Thermal Products, including, Stryfoam™ Brand Extruded Polystyrene Foam Insulation, Thermax™ CI Exterior Insulation, Thermax XArmor™ Exterior Insulation, and Thermax™ Sheathing Exterior Insulation.

## DuPont™ Tyvek® Commercial Wrap Products 10-Year Limited Warranty (Product & Labor):

Subject to product label warnings and the specific terms and conditions below, when used in conjunction with DuPont™ Flashing Products and DuPont™ Thermal Products, DuPont warrants that for a period of 10-years from the date of purchase the Products, when installed in strict accordance with the applicable DuPont Installation Guidelines and DuPont Commercial Wall<sup>2</sup> Installation Bulletins 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.

## DuPont™ Tyvek® Fluid Applied WB+™ Products 10-Year Limited Warranty (Product & Labor):

Subject to product label warnings and the specific terms and conditions below, when used in conjunction with DuPont™ Flashing Products and DuPont™ Thermal Products, DuPont warrants that for a period of 10-years from the date of purchase the 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® Fluid Applied WB+™ 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.

## **DuPont™ Flashing Products 10-Year Limited Warranty (Product & Labor):**

Subject to product label warnings and the specific terms and conditions below, when used in conjunction with DuPont™ Tyvek® Commercial Wrap Products and/or DuPont™ Tyvek® Fluid Applied WB+™ Products and in conjunction with DuPont™ Thermal Products, DuPont warrants that for a period of 10-years from the date of purchase the 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™ 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™ Thermal Products 10-Year Limited Warranty (Product & Labor), and Extended Limited Warranty (Product Replacement after 10 year period):**

Subject to product label warnings and the specific terms and conditions below, when used in conjunction with DuPont™ Tyvek® Commercial Wrap Products and/or DuPont™ Tyvek® Fluid Applied WB+™ Products and in conjunction with DuPont™ Flashing Products, and DuPont warrants that for a period of 10-years from the date of purchase the 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™ Thermal Products, meet the:

- Thermal resistance pursuant to ASTM Test Method C518, or the then closest DuPont-approved effective equivalent thereof will not vary by more than ten (10) percent from its published R-value when testing. Insulation samples shall be conditioned to equilibrium prior to testing.

For DuPont™ Thermal Products, after the first Ten Years, DuPont hereby warrants to the owner of the building/structure upon which the insulation was installed that the Products meet the:

- Thermal Resistance pursuant to ASTM Test Method C518, or the then closest DuPont-approved effective equivalent thereof will not vary by more than ten (10) percent from its published R-value when testing. Insulation samples shall be conditioned to equilibrium prior to testing.

If the insulation is determined by sampling and tests (conducted as provided in this warranty) to not meet warranty value, DuPont will deliver to the owner of the building on which the insulation was initially installed, a quantity of substantial equivalent product to replace the non-performing insulation or, in the alternative, at DuPont's sole discretion, refund to the owner the original purchase price of the non-performing insulation. In no event shall DuPont be liable for any other costs or damages, including labor costs. Total DuPont expense of this warranty will be limited to the original purchase price of the insulation for the applicable Products for the following periods:

- For Stryrofoam™ Brand Extruded Polystyrene Foam Insulation, with a thickness of 1.0 inches or greater, after the first Ten Years the Product Thermal Resistance is warranted for an additional 40 years.
- For Stryrofoam™ Brand Extruded Polystyrene Foam Insulation, with a thickness 0.5-0.75 inches, after the first Ten Years the Product Thermal Resistance is warranted for an additional 5 years.
- For Thermax™ Exterior Insulation, Thermax XArmor™ Exterior Insulation, and/or Thermax™ Sheathing, after the first Ten Years the Product Thermal Resistance is warranted for an additional 5 years.

## **Additional specific terms and conditions for the DuPont Commercial Wall<sup>2</sup> System Products (Applies to All Warranties Herein):**

To qualify for these Product & Labor Limited Warranty, you must:

- Exclusively use the DuPont™ Products to the extent applicable on each type of construction. Substitution of any other building envelope Product when there is an applicable product available from DuPont will void the warranties.
- Install DuPont™ Tyvek® Commercial Wrap Products and DuPont™ Flashing Products according to the applicable published "For buildings greater than 4 stories and high-performance installations of any height" installation guidelines.
- Use the Project Registration and DuPont Representative Observation process prior to installation. For Project Registration and Observation details, please call 1-800-448-9835), 1-866-583-2583, or online at [building.dupont.com/warranties](http://building.dupont.com/warranties) BEFORE you commence installation. Activation and validity of these warranties is contingent on the accurate completion and acceptance by DuPont of the project information provided via DuPont Commercial Wall<sup>2</sup> System Limited Warranties Entitlement Registration Form and DuPont Commercial Wall<sup>2</sup> System Limited Warranties Project Completion Form.

## **WHAT IS COVERED BY THIS PRODUCT & LABOR LIMITED WARRANTY**

(Applies to All Warranties Herein):

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 related water, air holdout, or thermal specification using the referenced testing criteria in this warranty and the Product's 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. In the event the Product does not conform, DuPont will furnish to Owner Product being manufactured at the time of replacement to replace or re-treat one time the specific area the affected Product. No substitutions of other products or those manufactured by other manufacturers will be permitted. 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

(Applies to All Warranties Herein):

1. Any Single-Family Residential structure. For the purposes of this Warranty, "Single-Family Residential" shall mean fully-detached one- or two-family structures, as well as townhouse structures not more than three stories above grade plane as defined in the 2015 International Residential Code (IRC) section R101.2, both to the extent they are exclusively Residential-Use building structures.
2. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
3. UV exposure of the Products in excess of 9 months from date of purchase or what is set forth in the Product Information Sheet or Physical Properties Data Sheet of the most exterior layer, whichever is shorter.
4. Any installation in which DuPont™ Tyvek® Commercial Wrap Products comes into contact with uncured DuPont™ Tyvek® Fluid Applied Products; curing information can be found in the DuPont™ Installation Guidelines.
5. Damage or deterioration as the result of structural movement, natural disasters, acts of God, such as, but not limited to, floods, lightning, hail, hurricanes, tornadoes, earthquakes, winds of peak gust speed of 60 mph or greater, etc.
6. Damage or deterioration resulting from causes other than normal weather conditions, such as impact of falling objects, insect infestation and/or pests, cascading roof/floor water, ponding water or immersion in water.
7. Damage as a result of vandalism, abuse, traffic, neglect, misuse, improper storage, improper handling, or attack by any party.
8. 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.
9. Foreign objects or agents, contamination of, or exposure to, substances which are not compatible with the warranted Product including but not limited to acids, solvents, caustic fluids, oils or waxes. This includes contaminants spilled or exhausted onto the wall or mistakenly used as repair materials.
10. 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 1-800-448-9835, 1-866-583-2583, or online at [building.dupont.com/warranties](http://building.dupont.com/warranties).

11. Any defect arising out of the performance of any non- DuPont building envelope products, including damage caused by failure or distortion in the walls or foundation of the structure, including settling of the building or movement of framing members, or structural changes or modifications to the building, including but not limited to adjoining components.
12. Distortion or variation in the color or other cosmetic appearance of the warranted product that does not affect its performance.
13. Installations on a wall that does not feature a continuous path for moisture drainage to the exterior.
14. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.
15. Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.

## HOW CAN YOU GET WARRANTY SERVICE

(Applies to All Warranties Herein):

To obtain service under this warranty, you must promptly contact DuPont at 1-800-448-9835, 1-866-583-2583, or online at [building.dupont.com/resource-finder](http://building.dupont.com/resource-finder) regarding any potential claim, no later than thirty (30) days after you discover any potential claim. For coverage under the Product Only warranty, you MUST provide DuPont with proof of purchase of the products as part of the warranty registration process. For coverage under the Product & Labor warranty, you MUST provide DuPont with proof of purchase of the products as part of the warranty registration process.

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 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. All sampling shall be conducted in accordance with sampling procedures prescribed by DuPont, and samples of the Products shall only be taken in the presence of an authorized DuPont representative. All sampling and testing costs (including but not limited to costs of Insulation covering removal and replacement) shall be at the Owner's sole expense.

## **EXCLUSION OF DAMAGES**

(Applies to All Warranties Herein):

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, 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 OF THE ACTUAL AREA OF DAMAGE OR FIVE HUNDRED THOUSAND (\$500,000.) DOLLARS PER OCCURRENCE AND PROJECT.

The foregoing is the only warranty made by DuPont for Products registered under these warranties. No other DuPont warranties can be used in conjunction. 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 DuPont Performance Building Solutions, please call 1-800-448-9835 or visit us at [building.dupont.com](http://building.dupont.com) or [building.dupont.ca](http://building.dupont.ca) (for Canada)