DuPont Building Envelope Solutions 10-Year Builder Warranty for Buildings Less than 5 Stories and Low-Rise Multi-Family Residential Buildings Less than 6 Stories

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

If any Products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the start date of the original warranty 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 Tyvek® Non-Commercial Wrap Products, including DuPont® Tyvek® HomeWrap®, StuccoWrap®, DrainWrap® and ThermaWrap® LE
- DuPont™ Tyvek® Commercial Wrap Products, including CommercialWrap® and Commercial Wrap® D, and
- DuPont™ Self-Adhered Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, VersaFlange™, FlexWrap™ EZ and FlexWrap™ NF.
- DuPont® Drainage Mat Products, including DuPont™ Tyvek® DrainVent™ Rainscreen (US only).

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:

- DuPont™ Tyvek® Non-Commercial Wrap and Commercial Wrap Products and DuPont® Self-Adhered Flashing Products will meet or exceed the water holdout performance properties pursuant to the AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods.
- DuPont™ Drainage Mat Products will achieve a drainage rate greater than 90% based on ASTM E2925-17.

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 substitutions of other products or those manufactured by other manufacturers will be permitted.

Applicable Structures

This warranty applies to all building structures that are less than five (5) stories in height in the US and Canada. In the US only, this also applies to “Low-Rise Multi-Family Residential Buildings” which is defined as an entire building structure that meets ALL conditions (i) through (v) listed below. Use of the term IBC references the 2012 International Building Code.

i. Less than six (6) stories in height and less than sixty (60) feet in height from Grade Plane (IBC Section 202);
ii. Residential-Use (Group R) building structure (IBC Section 310);
iii. Constructed of wood-based structural exterior framing and sheathing of Type V or Type III Construction (IBC Table 503), including allowances for Automatic Sprinkler height increase (IBC 504.2) and ‘podium’ structures outlined in the Special Provisions (IBC Section 510);
iv. Design requirements for building envelope do not exceed ASTM E1677;
v. NFPA 285 compliance is not required for any of the building’s wall assemblies.

This warranty does not apply to consumer over the counter purchases for personal home use. For warranties which may apply to consumer rather than professional product purchases, please refer to the DuPont Building Envelope Solutions Products 10-Year Limited Residential Consumer Warranty.
10-Year Product and Labor Limited Warranty

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

• DuPont™ Tyvek® Non-Commercial Wrap Products, including DuPont™ Tyvek® HomeWrap®, StuccoWrap®, DrainWrap® and ThermaWrap® LE,
• DuPont™ Tyvek® Commercial Wrap Products, including CommercialWrap® and Commercial Wrap® D, and
• DuPont™ Self-Adhered Flashing Products, including DuPont™ Flashing Tape,
• StraightFlash™, VersaFlange™, FlexWrap™ EZ and FlexWrap™ NF.
• DuPont™ Drainage Mat Products, including DuPont™ Tyvek® DrainVent™ Rainscreen (US only).

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 2012 International Residential Code (IRC) section R101.2, both to the extent they are exclusively Residential-Use building structures.

A. For building structures less than five (5) stories in height in the US and Canada or “Low-Rise Multi-Family Residential Buildings” in the US that are “Single-Family Residential”, DuPont warrants that for a period of 10 years from the date of purchase, 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® Wrap Products, meet or exceed the:
  – Water holdout performance properties pursuant to the AATCC 127 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 pursuant to the AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods.

• for DuPont™ Drainage Mat Products, achieve:
  – Drainage rate >90% based on ASTM E2925-17

To qualify for this Product and Labor Limited Warranty under A, you must exclusively use Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below.

B. For building structures less than five (5) stories in height in the US and Canada or “Low-Rise Multi-Family Residential Buildings” in the US that DO NOT meet the definition of “Single-Family Residential”, DuPont warrants that for a period of 10 years from the date of purchase, Products (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:

• for DuPont™ Tyvek® Wrap Products, meet or exceed the:
  – Water holdout performance properties pursuant to the AATCC 127 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 pursuant to the AATCC 127 test for water holdout with greater than 55cm of Hydrostatic Head utilizing dynamic pressure testing methods.

• for DuPont™ Drainage Mat Products, achieve:
  – Drainage rate >90% based on ASTM E2925-17

To qualify for this Product and Labor Limited Warranty under B, you must exclusively use Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below. You MUST use the project registration and observation process prior to installation to qualify under the Product and Labor Warranty. For project registration details, please see www.building.dupont.com or call 1-833-338-7668 BEFORE you commence installation.

When all conditions under this Product and Labor Warranty for categories A or B above 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 Product Information 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 product to conform to its Product Information 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.
Additional Specific Terms and Conditions for DuPont™ Tyvek® Wrap Products:
To qualify for this Product & Labor Warranty, you must:
• exclusively use the DuPont™ Tyvek® Commercial Wrap or Non-Commercial Wrap Products to the extent applicable on each type of construction (no substitution of alternate or competitive product), except:
  – that DuPont™ Self-Adhered 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 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 and Labor Warranty.
• DuPont™ Tyvek® Tape must be used with all Building Wrap Products as outlined in the applicable published installation guidelines to qualify under the Product and Labor Warranty.

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

Additional Specific Terms and Conditions for DuPont™ Self-Adhered Flashing Products:
• In order for Self-Adhered Flashing Products to qualify under the Product and Labor Warranty, all other applicable DuPont products, including Wrap Products, must be used. Flashing Products used alone will only have a Product Warranty.
• Substitution of any other building envelope, flashing or tape products when there is an applicable product available from DuPont will void this Product and Labor Warranty.

Additional Specific Terms and Conditions for DuPont™ Drainage Mat Products:
• In order for Drainage Mat Products to qualify under the Product and Labor Warranty, all other applicable DuPont products, including Wrap, Tape and Flashing Products, must be used. Drainage Mat Products used alone will only have a Product Warranty.
• Substitution of any other building envelope, or tape products when there is an applicable product available from DuPont will void this Product and Labor Warranty.

What is Not Covered by These Warranties
1. Any building structure that is greater than 4 stories in Canada.
2. Any building structure that is greater than 4 stories in the US, unless it is a “Low-Rise Multi-Family Residential Building” (as defined above).
3. The negligence, gross negligence, or willful misconduct of the warranted party or of any third party, including the building owner.
4. 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.
5. Any installation in which DuPont Tyvek® Commercial Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products.
6. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
7. Vandalism or attack by any party.
8. Defects in the structure or a component of the structure 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, including the use of materials incompatible with DuPont Building Envelope Solutions Products.
10. UV exposure of the products in excess of that set forth in the Product Information Sheet.
11. 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 at the time of installation for the Product & Labor Warranty. Installation Guidelines are available by calling 1-833-338-7668 and online at www.building.dupont.com.
How Can You Get Warranty Service:
To obtain service under this warranty, you must promptly contact DuPont at www.building.dupont.com or call 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.

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 OCCURRENCE 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.

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.

DuPont believes this information to be reliable and accurate. The information may be subject to revision as additional experience and knowledge is gained. It is the user’s responsibility to determine the proper construction materials needed.

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