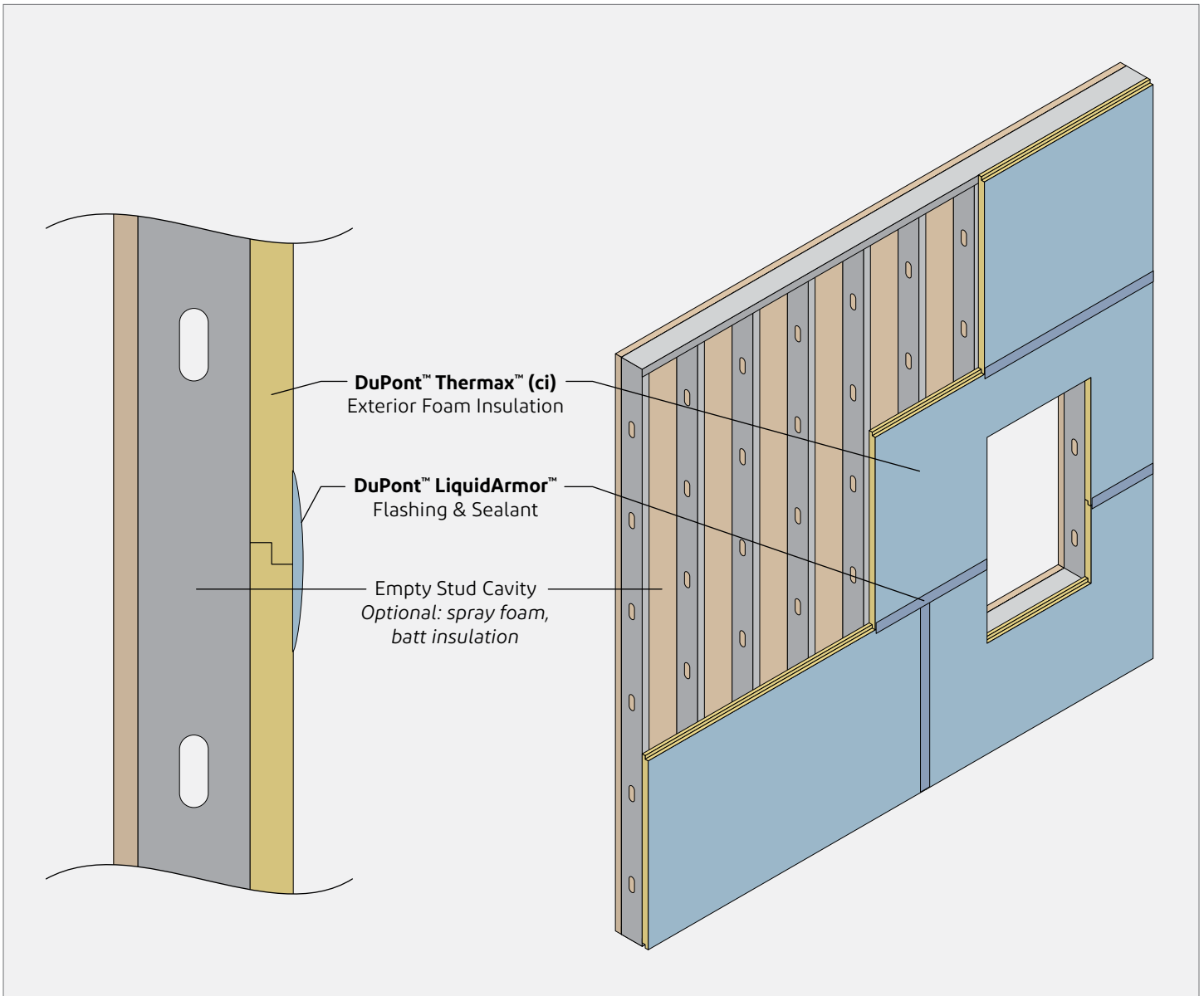


# DuPont™ Thermax™ Wall System (TWS)\* Silver Warranty

15-year Thermal + 10-year Water Resistance + 6 months Exposure



## Thermax™ Wall System Limited Warranties

DuPont Performance Building Solutions ("DuPont") provides the following four (4) limited warranties for DuPont™ Thermax™ (ci) Exterior Foam Insulation\* ("ci Product") and DuPont™ LiquidArmor™ CM and/or DuPont™ LiquidArmor™ LT Flashing and Sealant\* ("LiquidArmor™") to the Owner. These limited warranties, while each separate, collectively cover the Thermax™ Wall System ("TWS"). For purposes of these warranties, Owner shall mean the original registered owner of the Building at the time of installation. Activation and validity of these warranties is contingent on the accurate completion and acceptance by DuPont of the project information provided via TWS Limited Warranties Prequalification Registration Form and TWS Limited Warranties Project Completion Form. These warranties are not transferrable except as set forth herein.

\*A former product of The Dow Chemical Company.

## Warranty #:

### 1. DuPont™ Thermax™ (ci) Exterior Foam Insulation 6-Month Exposure Limited Warranty

#### Expiration Date:

When used in conjunction with LiquidArmor™, DuPont hereby warrants that for a period of six (6) months, commencing with the date of purchase, the ci Product will meet DuPont's published sales specifications, even when exposed to routine weather conditions (including UV), provided that the ci Product is properly stored and installed in strict accordance with all applicable DuPont specifications, recommendations, guidelines and instructions in effect at the time of such installation and used in a properly designed and constructed wall system, following applicable building codes and accepted industry standards. In the event the ci Product does not conform, this Limited Warranty will apply only to the ci Product. DuPont will furnish to Owner ci Product being manufactured at the time of replacement to replace affected ci Product. No substitutions of other products or those manufactured by other manufacturers will be permitted. Any ci Product replaced or repaired under this Limited Warranty is eligible for the full coverage of this specific Limited Warranty, commencing from the date of replacement or repair. This Limited Warranty does not include the cost of installation of replacement material or removal of non-conforming ci Product.

### 2. DuPont™ Thermax™ (ci) Exterior Foam Insulation 15-Year Thermal & Labor Limited Warranty

#### Expiration Date:

When used in conjunction with LiquidArmor™, and subject to the conditions below, DuPont hereby warrants that for a period of fifteen (15) years, commencing with the date of purchase, the ci Product's thermal resistance will not vary by more than ten (10) percent from the ci Product's published R-value (the "Warranty Value"). If the ci Product is determined by sampling and tests (conducted as provided below, see Insulation Testing) to not meet the Warranty Value, DuPont will either, in DuPont's sole discretion,: (i) deliver to the Owner a quantity of equivalent DuPont product being manufactured at the time of replacement to replace the non-compliant ci Product and pay all reasonable construction repair costs of removal of non-conforming ci Product and installation of replacement material or (ii) refund to the Owner the original purchase price of the non-compliant ci Product. This Limited Warranty applies only to the ci Product. No substitutions of other products or those manufactured by other manufacturers will be permitted. Total DuPont expense for the life of this Limited Thermal Warranty is limited to the original purchase price of the ci Product to which the claim relates. Any ci Product replaced or repaired under this warranty is eligible for the ongoing warranty coverage of this specific Limited Warranty, commencing from the original Date of Recognition for the Limited Warranty and not from the date of repair or replacement.

#### Thermal Warranty Conditions General

DuPont's obligations under this Limited Thermal Warranty are applicable to ci Product manufactured by Dow or DuPont after October 1, 2013, and will only take effect if installed in strict accordance with all applicable DuPont specifications, recommendations and guidelines in effect at the time of such installation and used in a properly designed and constructed TWS, following applicable building codes and accepted industry standards. This Limited Thermal Warranty shall be void if, in DuPont's judgment, the ci Product's performance has been impaired by either damage or alterations (without first obtaining written authorization from DuPont) to the insulation.

#### Insulation Testing

All sampling shall be conducted in accordance with sampling procedures prescribed by DuPont, and samples of the ci Product shall only be taken in the presence of an authorized DuPont representative. Testing of the ci Product samples shall be in accordance with ASTM C518, or the then closest DuPont-approved effective equivalent thereof. Samples of the ci Product shall be conditioned to equilibrium prior to testing. 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.

### 3. DuPont™ LiquidArmor™ CM and/or DuPont™ LiquidArmor™ LT Flashing and Sealant Limited 6-Month Exposure Limited Warranty

#### Expiration Date:

When used in conjunction with ci Product, DuPont hereby warrants that, for a period of six (6) months, commencing with the date of purchase, the LiquidArmor™ will meet DuPont's published sales specifications, even when exposed to routine weather conditions (including UV), provided the LiquidArmor™ is stored and installed in strict accordance to DuPont's specifications, recommendations, guidelines and instructions. Installation must be in conjunction with ci Product within a properly designed and constructed TWS. In the event that the LiquidArmor™ does not conform, DuPont will be liable for, but only for, the LiquidArmor™. DuPont will furnish to Owner LiquidArmor™ or equivalent to replace affected LiquidArmor™. This Limited Warranty does not include the cost of installation of replacement material or removal of non-conforming LiquidArmor™.

### 4. DuPont™ LiquidArmor™ CM and/or DuPont™ LiquidArmor™ LT Flashing and Sealant Limited 10-Year Product & Labor Limited Warranty

#### Expiration Date:

When used in conjunction with ci Product, and subject to the conditions below, DuPont hereby warrants for a period of 10 years, commencing with the date of purchase, that the LiquidArmor™ will meet or exceed the water resistance acceptance criteria documented in the "Acceptance Criteria for Water-Resistive Barriers," AC38, test method section 4.2.2, with the exception that the test specimen size is 62 cm<sup>2</sup> and the specimen area is centered in the middle of the flashing. LiquidArmor™ must be installed in strict accordance to DuPont's specifications, recommendations, guidelines and instructions in effect at the time of such installation and used in a properly designed and constructed TWS, following applicable building codes and accepted industry standards. If the LiquidArmor™ is found not to comply with this Limited Warranty, this Limited Warranty will apply only to the LiquidArmor™ CM and/or LT. DuPont will either, in DuPont's sole discretion,: (i) remediate affected LiquidArmor™ and pay all reasonable construction repair costs of remediation or remove non-conforming LiquidArmor™ and pay reasonable installation and repair cost for such removal and installation or (ii) furnish to Owner LiquidArmor™ being manufactured at the time of replacement to replace affected LiquidArmor™ and pay all reasonable construction repair costs of removal of non-conforming LiquidArmor™ and installation of replacement material. No substitutions of other products or those manufactured by other manufacturers will be permitted. Subject to the General Claims provision below, Total DuPont expense for the life of this Limited Warranty will be limited to the original purchase

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price of the combined TWS Products to which the claim relates. Any LiquidArmor™ replaced or repaired under this Limited Warranty is eligible for the ongoing warranty coverage of this specific Limited Warranty, commencing from the original Date of Recognition for the Limited Warranty and not from the date of repair.

### General Claim Provisions (Applicable to All Warranties Herein)

All claims must be made in accordance with DuPont's claims and inspection procedure. DuPont shall have no liability hereunder unless owner first provides DuPont with a written notice of the claim within 30 days of the discovery thereof. In all cases, such notice must be delivered to the Technical Support Staff at DuPont Performance Building Solutions, 200 Larkin Center, Midland, MI, 48674. For assistance call 1-866-2583. All claims MUST be accompanied by DuPont proof of purchase and/or of installation of the TWS within the warranty period. DuPont must be provided with a reasonable opportunity to inspect the building within 60 days after DuPont receives notice of the potential claim. DuPont must be provided access 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 DuPont is unable to obtain the required samples, then DuPont may use retainer samples for DuPont products manufactured from the same lot as those used in the actual installation.

### Exclusions (Applies to All Warranties Herein)

In addition to any other exclusions provided herein, these Limited Warranties shall not apply to and DuPont shall not be liable for:

- A. Any loss or damage arising directly or indirectly from the warranted product, or the use or failure thereof, whether based on breach of warranty or negligence.
- B. The negligence, gross negligence, or willful misconduct of any professional installer, general contractor, builder, or of any third party, including the building owner.
- C. Failure of the substrate (excluding ci Product) over which the warranted product is applied, faulty construction, deficiencies of materials used in the wall assembly.
- D. 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.
- E. Damage or deterioration as the result of structural movement, natural disasters, acts of God, such as, but not limited to, floods, lightening, hail, hurricanes, tornadoes, earthquakes, winds of peak gust speed of 60 mph or greater, etc.
- F. 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
- G. Damage or deterioration resulting from improper storage or handling of the warranted product or from conditions on the surface to which the warranted product is applied.

H. Improper installation of TWS, 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 or failure to follow the applicable DuPont's installation instructions and guidelines or façade/ exterior cladding manufacturer requirements. DuPont product and installation information is available by calling 1-866-583-2583 or on-line at [www.thermaxwallsystem.com](http://www.thermaxwallsystem.com).

- I. Damage as a result of fire, abuse, vandalism, traffic, neglect, misuse.
- J. 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.
- K. Any application of the warranted product that does not conform with DuPont application Instructions.
- L. Distortion or variation in the color or other cosmetic appearance of the warranted product that does not affect its performance.

These warranties shall be null and void and of no legal effect if any of the ci Product and LiquidArmor™, used in conjunction as the TWS in the Building (as set for in the approved TWS Limited Warranties Prequalification Form or TWS Limited Warranties Project Completion Form) are omitted or substituted without prior written authorization from DuPont.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY DUPONT AND THE OWNER. DUPONT SHALL NOT HAVE ANY LIABILITY FOR THE COSTS (OF MATERIAL, LABOR, DISPOSAL, OR OTHER) TO REMOVE THE EXTERIOR CLADDING OR FAÇADE AND/OR THE INTERIOR FINISH, SOIL, OR OTHER MATERIALS TO EXPOSE THE TWS FOR INSPECTION, TESTING, REMOVAL, REPAIR AND/OR REPLACEMENT, OR FOR REPLACING THE EXTERIOR CLADDING OR FAÇADE AND/OR THE INTERIOR FINISH, SOIL, OR OTHER MATERIALS, REGARDLESS OF THE CAUSE OF THE NEED FOR SUCH REMOVAL AND/OR REPLACEMENT. ALL SUCH COSTS SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES THAT EXTEND BEYOND THE DESCRIPTION SET FORTH IN THESE WARRANTIES.

DUPONT LIABILITY UNDER THE PRODUCT AND LABOR WARRANTIES SHALL, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, BE EXPRESSLY LIMITED TO THE LESSER OF TEN (\$10) DOLLARS A SQUARE FOOT OF EXTERIOR WALL SPACE OF THE ACTUAL AREA OF DAMAGE OR AND A TOTAL OF THREE HUNDRED FIFTY THOUSAND (\$350,000) DOLLARS PER PROJECT.

DuPont does not warrant the compatibility of any other product (including but not limited to any roofing membrane or coatings) with the warranted products, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or

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property. Building and/or construction practices unrelated to building materials could greatly affect moisture and the potential for mold formation. No material supplier including DuPont can give assurance that mold will not develop in any specific system or product. 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 TWS. 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.

**Non-Transferability**

These Limited Warranties are not transferable unless such transfer is approved by DuPont. The new building owner may apply for a transfer of warranty during the original warranty period by submitting a Transfer of Warranty Request to DuPont within ninety (90) days of transfer of ownership of the Building. The Transfer of Warranty Request form is available at [www.thermaxwallssystem.com](http://www.thermaxwallssystem.com). DuPont will notify the new owner in writing regarding the disposition of the transfer request, and the warranty is not transferred unless acknowledged in writing by DuPont. DuPont reserves the right, in their sole discretion, to refuse to transfer this warranty.

**Building Owner:****Building Address:****Date of Issuance:**[building.dupont.com](http://building.dupont.com)

1-866-583-2583