

# DuPont Building Envelope Solutions Products 10-Year Limited Warranty for Commercial and High-Performance Buildings of Any Height

## Warranted Party

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

The 10-Year Product Limited Warranty is not transferable and the 10-Year Product & Labor Warranty (as defined below) is not transferable unless such transfer is approved by DuPont. The warranted party may apply for a transfer of warranty during the original warranty period by submitting a Transfer of Warranty Request to DuPont. The Transfer of Warranty Request form is available at [www.building.dupont.com](http://www.building.dupont.com). DuPont will notify the original warranted party and, as relevant, the subsequent warranted party 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.

## Warranted Period

This 10-Year Limited Warranty is effective for DuPont Building Envelope Solutions Products ("Products") identified below and purchased and installed after **March 1, 2024** in Canada or the United States (US).

If any products are repaired or replaced under this warranty or the warranty is transferred, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair, replacement or transfer.

## Applicable Structures

This warranty applies to all "Commercial Buildings" and/or "High-Performance Buildings", of any height, as defined by DuPont, as buildings that meet ANY of the conditions listed below:

- (i) Structures constructed of steel-based structural exterior framing and any exterior sheathing, or
- (ii) Structures with exterior above grade walls constructed of concrete or concrete masonry units (CMU), or
- (iii) Structures of any height and any construction type (including any framing type) that are designated as high-performance. "High-performance" is defined as air barrier performance exceeding ASTM E1677 and/or water infiltration resistance criteria exceeding 6.24 psf when tested in accordance with ASTM E331, ASTM E1105, or equivalent.

## 10-Year Product Limited Warranty

"Products" eligible under this 10-Year Limited Warranty

(Product):

- DuPont™ Tyvek® Low-Rise Wrap Products, including DuPont™ Tyvek® HomeWrap®, Tyvek® StuccoWrap®, Tyvek® DrainWrap™, Tyvek® DrainWrap™ CA, and Tyvek® ThermaWrap® LE, and
- DuPont™ Tyvek® Commercial Wrap Products, including DuPont™ Tyvek® CommercialWrap® and Tyvek® CommercialWrap® D, and
- DuPont Self-Adhered Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™, and
- DuPont™ Tyvek® Fluid Applied Products, including DuPont™ Tyvek® Fluid Applied WB+™ and Tyvek® Fluid Applied Flashing and Joint Compound+.

Subject to product label warnings and the specific terms and conditions below, DuPont warrants that for a period of 10 years from the date of purchase that:

- DuPont™ Tyvek® Wrap Products, meet or exceed:
  - 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
- DuPont Self-Adhered Flashing Product, pass:
  - AAMA 711 Section 5.2.1 - Water Penetration Resistance Around Fasteners, and
- DuPont™ Tyvek® Fluid Applied Products will achieve:
  - Water holdout performance properties such that no leaks will be observed after the test specimen is subjected to 55cm of static water head for 5 hours. The test specimen is to be 225cm². For flashing, the test specimen is to be centered in the middle of the flashing. Post installation, DuPont™ Tyvek® Fluid Applied Products must be sampled without physical damage as continuously applied, and be tested as installed on the substrate.

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. 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 and Labor Limited Warranty**

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

- DuPont™ Tyvek® Commercial Wrap Products, including DuPont™ Tyvek® CommercialWrap® and Tyvek® CommercialWrap® D, and
- DuPont Self-Adhered Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™, and
- DuPont™ Tyvek® Fluid Applied Products, including DuPont™ Tyvek® Fluid Applied WB+™ and Tyvek® Fluid Applied Flashing and Joint Compound+.

#### **Warranty Requirements**

Subject to product label warnings and the specific terms and conditions below, DuPont warrants that for a period of 10 years from the date of purchase, when the Products (identified below) are installed in strict accordance with the applicable DuPont installation literature 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, that:

- A. For "Commercial Buildings" and/or "High-Performance Buildings" in the United States and Canada,
- DuPont™ Tyvek® Commercial Wrap Products, meet or exceed:
    - 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 Product Information Sheet in effect at the time of installation, and
  - DuPont Self-Adhered Flashing Products, pass:
    - AAMA 711 Section 5.2.1 - Water Penetration Resistance Around Fasteners

- B. For **Hybrid Wall** building structures (as defined below) that are "Commercial Buildings" and/or "High-Performance Buildings" in the United States only,
- DuPont™ Tyvek® Commercial Wrap Products, meet or exceed:
    - 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 Product Information Sheet in effect at the time of installation, and
  - DuPont Self-Adhered Flashing Products, pass:
    - AAMA 711 Section 5.2.1 - Water Penetration Resistance Around Fasteners, and
  - DuPont™ Tyvek® Fluid Applied Products, achieve:
    - Water holdout performance properties such that no leaks will be observed after the test specimen is subjected to 55cm of static water head for 5 hours. The test specimen is to be 225cm². For flashing, the test specimen is to be centered in the middle of the flashing. Post installation, DuPont™ Tyvek® Fluid Applied Products must be sampled without physical damage as continuously applied, and be tested as installed on the substrate.

**Hybrid Wall** assemblies can consist of one or more of the following conditions:

- Building structures consisting of a combination of wood-based framing and wood-based or exterior gypsum sheathing or with concrete masonry unit (CMU) or concrete walls where DuPont™ Tyvek® Commercial Wrap Products are installed over wood framing/sheathing, and DuPont™ Tyvek® Fluid Applied Products are installed over CMU/concrete walls.
- Building structures consisting of a combination of steel framing and exterior gypsum sheathing with concrete masonry unit (CMU) or concrete walls where DuPont™ Tyvek® Commercial Wrap Products are installed over steel framing/exterior gypsum sheathing, and DuPont™ Tyvek® Fluid Applied Products are installed over CMU/concrete walls.
- Building structures with complex window/wall conditions (e.g. bump-out and/or recessed conditions) where DuPont™ Tyvek® Commercial Wrap products are installed over the exterior sheathing and terminated along the perimeter of the complex window/wall condition with DuPont™ StraightFlash™ and/or DuPont™ FlexWrap™ and DuPont™ Tyvek® Fluid Applied Products are used to address the complex window/wall conditions as outlined in the applicable DuPont installation literature.

To qualify for this Product and Labor Limited Warranty under **categories A and 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 [building.dupont.com](https://building.dupont.com) or call 1-833-338-7668 BEFORE you commence installation.

### **Additional Specific Terms and Conditions for DuPont™ Tyvek® Commercial Wrap Products:**

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Commercial Wrap Products to the extent applicable on each type of construction (no substitution of alternate or competitive product), except:
  - DuPont Self-Adhered Flashing Products do not have to be used for flashing doors, windows, and/or other components that penetrate the DuPont™ Tyvek® Commercial Wrap Product as long as the alternate or competitive products meet the specifications set out in the DuPont installation literature and,
  - Applications under exterior insulation finish systems (EIFS) cladding.
- Products must be installed according to the applicable published DuPont installation literature 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.
- 3" DuPont™ Tyvek® Tape must be used with all DuPont™ Tyvek® Products as outlined in the applicable published DuPont installation literature to qualify under the Product and Labor 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, unless otherwise approved by DuPont.

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

### **Additional Specific Terms and Conditions for DuPont Self-Adhered Flashing Products:**

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Commercial Wrap Products (including DuPont™ Tyvek® Tape) and DuPont Self-Adhered Flashing Products to the extent applicable on each type of construction (no substitution of alternate or competitive product). Self-Adhered Flashing Products used alone will only have a Product Warranty.
- Products must be installed according to the applicable published DuPont installation literature 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.
- 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, unless otherwise approved by DuPont.

### **Additional Specific Terms and Conditions for DuPont™ Tyvek® Fluid Applied Products:**

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Wrap Products (including DuPont™ Tyvek® Tape), DuPont Self-Adhered Flashing Products, and DuPont™ Tyvek® Fluid Applied Products to the extent applicable on each type of construction (no substitution of alternate or competitive product).
- Products must be installed according to the applicable published DuPont installation literature 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.
- Substitution of any other building envelope, flashing, fluid applied, or tape products when there is an applicable Product available from DuPont will void this Product and Labor Warranty, unless otherwise approved by DuPont.

### **What is Covered by These Product & Labor Limited Warranties:**

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 properties specified above, 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 meet the properties specified above. 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:**

1. Any building structure that does not meet the definition of a "Commercial Building" and/or "High-Performance Building".
2. Any building structure with wood framing over 'podium' not meeting the definition of "high-performance".
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® Low-Rise Wrap Products come into contact with DuPont™ Tyvek® Fluid Applied Products (cured or uncured).
6. Any installation in which DuPont™ Tyvek® Wrap Products come into contact with alternate or competitive fluid applied products.
7. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
8. Vandalism or attack by any party.
9. 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, or premature deterioration of the building materials, or any defect arising out of the performance of any non-DuPont Building Envelope Solutions product.

10. Foreign objects or agents, including the use of materials incompatible with DuPont Building Envelope Solutions Products, or contamination from building site chemicals.
11. UV exposure of the Products in excess of that set forth in the Product Information Sheets.
12. Improper installation of the Products, such as improper building practices or design not in accordance with the applicable building code or industry standards, nonstandard use or application of the Products, or any deviation from approved construction plans or project specifications, failure to follow façade manufacturer requirements, or failure to follow the applicable DuPont installation literature for the Product & Labor Warranty. including failure to follow requirements for shelf life and storage of DuPont™ Tyvek® Fluid Applied Products. DuPont installation literature are available by calling 1-833-338-7668 and online at [building.dupont.com](https://building.dupont.com).
13. Warranty claims made for any 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.
14. Any building in which the claimant is not the Warranted Party.
15. Installations of DuPont™ Tyvek® Fluid Applied Products on a wall that does not feature a continuous path for moisture drainage to the exterior.
16. Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
17. 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 these warranties, you must promptly contact DuPont at [building.dupont.com](https://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 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.

### 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 TERMS OF THIS DOCUMENT. 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.

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 OCCURANCE AND PROJECT.

The foregoing is the only warranty made by DuPont. 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 this warranty, contact your local DuPont Building Envelope Specialist, visit [building.dupont.com](https://building.dupont.com), or call 1-833-338-7668**

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. Failure to strictly adhere to any recommended procedures shall release DuPont de Nemours, Inc. 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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