

DuPont™ Tyvek® Residential 10-Year Limited Warranty to Consumers*

PRODUCT REPLACEMENT

DuPont™ Tyvek® products aren't just backed by a Consumer warranty for residential structures, they're backed by over 25 years of innovative building science.

DuPont warrants for a period of ten (10) years from the date of installation that DuPont™ Tyvek® HomeWrap®, StuccoWrap®, ThermaWrap™, DrainWrap™, and CommercialWrap® (hereinafter “Tyvek® Products”), when used as a standard part of the building envelope and originally installed on a residential home, will meet the water penetration resistance property in the applicable Physical Properties Data Sheet in effect at the time of manufacture of the Tyvek® Products, using the AATCC 127 test, provided the Tyvek® Products are properly installed in accordance with the applicable DuPont Installation Guidelines, all applicable building codes and industry standards in effect at the time of installation, in a properly constructed and designed wall system. Any damage caused by abuse, mishandling, improper installation, a third party, or Act of God is not covered by this warranty. DuPont liability under this warranty is limited to repair or replacement of the damaged Tyvek® Products when the problem is caused solely by failure of the Tyvek® Products to meet the applicable Physical Properties Data Sheet properties for water penetration.

DUPONT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. DUPONT SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUES, LOSS OF USE, OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.



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Who Is Covered

Only consumers who purchase Tyvek® Products at retail outlets or through builders or contractors for use in residential remodel or repair jobs are covered by this Consumer Warranty. Homeowners who may receive a copy of this warranty from Builders installing Tyvek® Products in new construction or in substantial additions to existing homes are NOT covered by this warranty.

For Builder, General Contractor or Professional Installer Warranty

For DuPont® Tyvek® Products, contact your local DuPont® Tyvek® Specialist or call 1-800-44-Tyvek.

The DuPont® Tyvek® HomeWrap®, StuccoWrap®, ThermaWrap™, DrainWrap™, and CommercialWrap® water-resistive barrier products (hereinafter “Tyvek® Products”) originally installed as a standard part of the building envelope on your residential home entitles you to certain quality assurance standards as provided in this DuPont Tyvek® Product Residential 10-Year Limited Warranty (“warranty”).

What is Covered and What is Not Covered

E.I. du Pont de Nemours and Company (“DuPont”) warrants that Tyvek® Products originally installed on a residential home after June 15, 2007, will conform to the water penetration resistance property in the applicable Physical Properties Data Sheet in effect at the time of manufacture, using the AATCC 127 test, for a period of ten (10) years after the date of installation when the problem is caused solely by the failure of Tyvek® Products to meet the water penetration resistance property in the applicable Physical Properties Data Sheet.

This warranty DOES NOT COVER any damages arising from:

1. The negligence, gross negligence, or willful misconduct of 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, door, or wall system) or selection of any components of the structure, or premature deterioration of the building materials, or nonstandard use or application of the Tyvek® Products;
5. Foreign objects or agents, including incompatibility of materials;
6. UV exposure of the Tyvek® Products in excess of that set forth in the applicable Physical Properties Data Sheet;
7. Improper installation of the Tyvek® Products, 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. The Tyvek® Products must be installed in accordance with the applicable DuPont Installation Guidelines that are in effect at the time of the installation of Tyvek® Products. Installation Guidelines are available by calling 1-800-44-Tyvek and online at www.Construction.Tyvek.com. While non-Tyvek® brand products can be used during installation of Tyvek®, in order to achieve optimal weather-resistive protection, DuPont recommends that you use only Tyvek® brand products.

How Long Coverage Lasts

This warranty runs for ten (10) years after the date on which the Tyvek® Products were originally installed as a standard part of the building envelope on your residential home. If the Tyvek® Products are repaired or replaced, the warranty will continue from the original date of installation and not from the date of repair or replacement.

Who Can Enforce this Warranty

Consumers who purchase Tyvek® Products at retail outlets or through builders or contractors for use in residential remodel or repair jobs are covered by this consumer warranty, provided they can provide proof that the Tyvek® Products were installed in such remodel and repair jobs after June 15, 2007, on a home covered by and meeting the terms of this warranty. Homeowners who may receive a copy of this warranty from builders installing Tyvek® Products in new construction or in substantial additions to existing homes are NOT covered by this warranty. This warranty is transferable to subsequent homeowners within the warranty’s 10-year coverage period.

What DuPont Will Do and What You Must Do

DuPont will provide replacement of Tyvek® Products as required to repair or replace the Tyvek® Products that fail to meet the water penetration resistance property in the applicable Physical Properties Data Sheet. You will be responsible for any other costs associated with or arising out of the repair or replacement. You must reasonably cooperate with DuPont or its representatives in their efforts to perform their obligations under these warranties. All product replacements will be in the form of Tyvek® Product being manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted.

Definition of Residential Home Covered by this Warranty

A residential home that is covered by this warranty is a detached one or two-family dwelling, whether it is a single-family home, townhouse, or duplex, not greater than four stories high.

How You Can Get Warranty Service

To obtain service under this warranty, you must promptly contact DuPont at www.Construction.Tyvek.com or call 1-800-44-Tyvek regarding any potential claim, but no later than sixty (60) days after you discover any potential claim and provide DuPont with proof of purchase and installation of the Tyvek® Products. You must provide DuPont with a reasonable opportunity to inspect your home within sixty (60) days after DuPont receives notice of your potential claim.

Exclusion of Damages

DUPONT LIABILITY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE TYVEK® PRODUCTS COVERED BY THIS DUPONT WARRANTY ONLY WHEN CAUSED SOLELY BY THE FAILURE OF TYVEK® PRODUCTS TO MEET THE APPLICABLE PHYSICAL PROPERTIES DATA SHEET AND CONDITIONS SET FORTH ABOVE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DUPONT SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY LOSS OR FROM ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Limitation of Implied Warranties

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS.

The foregoing is the only warranty made by DuPont for Tyvek® Products. 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.

This warranty gives you specific legal rights; other rights may also be available which may vary from state to state or, in Canada, from province to province.

This DuPont™ Tyvek® Product Replacement Residential 10-Year Limited Warranty to consumers is your ultimate assurance of lasting quality.

For more information about this warranty, please contact your local DuPont™ Tyvek® Specialist or call DuPont directly at 1-800-44-Tyvek.

THIS WARRANTY IS NOT A PERFORMANCE CLAIM.

***This warranty policy effective June 15, 2007.**



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