

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

## Warranted Party

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.

This warranty is not transferrable.

## Warranty Period

These limited warranties are effective for DuPont Commercial Wall<sup>2</sup> System Products ("Products") identified below and purchased and installed after September 1, 2020 in Canada or the United States (US).

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.

## Applicable Structures

These warranties apply to structures not considered Single-Family Residential. For the purpose of these warranties, "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 2018 International Residential Code (IRC) Section R101.2, both to the extent they are exclusively Residential-Use building structures.

## 10-Year Product & Labor Limited Warranty "Products" eligible this 10-year Limited Warranty (Product & Labor)

- DuPont™ Tyvek® Commercial Wrap Products, including DuPont™ Tyvek® CommercialWrap® and Tyvek® CommercialWrap® D, and
- DuPont™ Tyvek® Fluid Applied Products, including DuPont™ Tyvek® Fluid Applied WB+™ and Tyvek® Fluid Applied Flashing and Joint Compound+, and
- DuPont Self-Adhered Flashing Products, including DuPont™ StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™, and
- DuPont Thermal Products, including DuPont™ Thermax™ XARMOR™ (ci) Exterior Sheathing\*, Thermax™ (ci) Exterior Sheathing\*, Thermax™ Sheathing Exterior Insulation\* and Styrofoam™ Brand Extruded Polystyrene Foam Insulation\*.

## Product & Labor Limited 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 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, that:

- 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 (TAPP T-460) test for air holdout in the applicable product specific Product Information Sheet in the effect at the time of installation, 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 225cm<sup>2</sup>. 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, and
- DuPont Self-Adhered Flashing 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
- DuPont Thermal Products, meet the:
  - Thermal resistance pursuant to ASTM 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.

To qualify for this Product & Labor Warranty, 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](http://building.dupont.com) or call 1-833-338-7668 BEFORE you

commence installation. Activation and validity of this warranty is contingent on the accurate completion and acceptance by DuPont of the project information provided via the 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.

### **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, DuPont Tyvek® Fluid Applied Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation 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 to qualify under the Product & Labor Warranty.
- DuPont™ Tyvek® Tape must be used with all DuPont™ Tyvek® Commercial Wrap Products as outlined in the applicable published DuPont Installation Guidelines to qualify under the Product & Labor Warranty.
- Substitution of any other building envelope, fluid applied, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product and Labor Warranty.

### **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® Commercial Wrap Products, DuPont Tyvek® Fluid Applied Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation 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 to qualify under the Product & Labor Warranty.
- Substitution of any other building envelope, fluid applied, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product & Labor Warranty.

### **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, DuPont Tyvek® Fluid Applied Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).

- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation 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 to qualify under the Product & Labor Warranty.
- Substitution of any other building envelope, fluid applied, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product & Labor Warranty.

### **Additional Specific Terms and Conditions for DuPont Thermal Products:**

- To qualify for this Product & Labor Warranty, you must exclusively use the DuPont™ Tyvek® Commercial Wrap Products, DuPont Tyvek® Fluid Applied Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation 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 to qualify under the Product & Labor Warranty.
- Substitution of any other building envelope, fluid applied, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product & Labor Warranty.

### **What is Covered by This Product & Labor Warranty**

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 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.

### **Product Limited Warranty for Thermal Products After 10 Years**

#### **“Products” eligible under this Limited Warranty (Product Replacement)**

- DuPont Thermal Products, including DuPont™ Styrofoam™ Brand Extruded Polystyrene Foam Insulation, Thermax™ XARMOR™ (ci) Exterior Insulation, Thermax™ (ci) Exterior Insulation and Thermax™ Sheathing Exterior Insulation.

### **Product Limited Warranty Requirements**

Subject to Product label warnings and the following Product Specific terms and conditions below, DuPont warrants that when the Products (identified below) are installed in strict accordance with the applicable DuPont 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, that:

- DuPont Thermal Products, meet the:
  - Thermal resistance pursuant to ASTM 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.

DuPont provides this Product Replacement Limited Warranty for the following periods:

- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1.5 inches or greater, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional forty (40) years.
- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1 inch, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional twenty (20) years.
- For Styrofoam™ Brand Extruded Polystyrene Foam Insulation with a thickness of 1/2 to 3/4 inches, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional five (5) years.
- For Thermax™ XARMOR™ (ci) Exterior Insulation, Thermax™ (ci) Exterior Insulation and Thermax™ Sheathing Exterior Insulation, after the first ten (10) years beginning from the date of purchase, the Product's thermal resistance will be warranted for an additional ten (10) years.

To qualify for this Product Limited Warranty, 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 & Labor Warranty. For Project Registration details, please see building.dupont.com or call 1-833-338-7668 BEFORE you commence installation. Activation and validity of this warranty is contingent on the accurate completion and acceptance by DuPont of the project information provided via the 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.

### **Additional Specific Terms and Conditions for DuPont Thermal Products:**

- To qualify for this Product Replacement Warranty, you must exclusively use the DuPont™ Tyvek® Commercial Wrap Products, DuPont Tyvek® Fluid Applied Products, DuPont Self-Adhered Flashing Products and DuPont Thermal Products to the extent applicable on each type of construction (no substitutions of alternate or competitive product).
- Product must be installed according to the applicable published DuPont Installation Guidelines at the time of installation 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 to qualify under the Product Replacement Warranty.
- Substitution of any other building envelope, fluid applied, flashing, tape, or thermal products when there is an applicable Product available from DuPont will void this Product Replacement Warranty.

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 substitution of other products or those manufactured by other manufacturers will be permitted. In the alternate, at DuPont's sole discretion, DuPont will refund the Owner the original purchase price of the non-performing insulation. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

### **What is Not Covered by These Warranties**

1. Any Single-Family Residential structure.
2. The negligence, gross negligence, or willful misconduct of the Warranted Party or of any third party.
3. 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.
4. Any installation in which DuPont™ Tyvek® Commercial Wrap Products come into contact with alternate or competitive fluid applied products.
5. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
6. Vandalism or attack by any party.
7. Defects in the structure or 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 Commercial Wall<sup>2</sup> System product.
8. Foreign objects or agents, including the use of materials incompatible with DuPont Commercial Wall<sup>2</sup> System Products, or contamination from building site chemicals.
9. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
10. 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 Guidelines, including failure to follow requirements for shelf life and storage of DuPont™ Tyvek® Fluid Applied Products. DuPont Installation Guidelines are available by calling 1-833-338-7668 and on line at building.dupont.com.
11. 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.
12. Any building in which the claimant is not the Warranted Party.
13. Installations of DuPont™ Tyvek® Fluid Applied Products on a wall that does not feature a continuous path for moisture drainage to the exterior.

14. Installations on a wall that does not feature a continuous path for moisture drainage to the exterior.
15. Below grade applications. Products not intended for installation on surfaces that are or will be below ground.
16. Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
17. This warranty shall be void if, in DuPont's sole judgment, there is damage to the insulation resulting from improper handling and installation, maintenance, impact of falling objects, cascading roof/floor water, ponding water, immersion in water, non-diffusion open assemblies, mold growth or formulation, or failure or distortion in the walls or foundation of the building/

### How You Can Get Warranty Service:

To obtain service under these warranties, you must promptly contact DuPont at [building.dupont.com](http://building.dupont.com) or call 1-833-338-7668 regarding any potential claim, no later than thirty (30) days after you discover any potential claim, and you MUST provide DuPont within the 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 THESE WARRANTIES 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 THESE DUPONT WARRANTIES. 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 & 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. DUPONT LIABILITY UNDER THE PRODUCT REPLACEMENT WARRANTY SHALL, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, EXCEED THE ORIGINAL PURCHASE PRICE OF THE INSULATION 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™ Tyvek® Specialist, visit [building.dupont.com](http://building.dupont.com) or call 1-833-338-7668**

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