



DuPont™ Tyvek® Fluid Applied WB Products 10-Year Limited Warranty

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

Because DuPont recognizes the volatility of our economic times, should the Builder, General Contractor or Professional Installer to whom this warranty is given, cease to be in business, this warranty coverage will extend to the original registered owner of the building at the time of installation. This warranty is not transferrable except as set forth herein.

This **10 Year Limited Warranty** is effective for DuPont™ Tyvek® Fluid Applied WB Products (“Products”) identified below and purchased and installed after **May 1st, 2010** in the United States.

If any Products are replaced under this warranty, then ongoing warranty coverage will continue from the original date of purchase and not from the date of replacement or receipt of replacement Product.

PRODUCT ONLY LIMITED WARRANTY

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, Products, to the extent 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 meet or exceed the water and air holdout performance properties pursuant to the Hydrostatic Head (AATCC 127) test for water holdout and pursuant to the Gurley Hill (TAPPI – 460) for air holdout, in the applicable Product specific Submittal Document in effect at the time of installation. For coverage hereunder a DuPont™ Certified Installer with training in the application of Fluid Applied WB Products **MUST** be used. To qualify for this Product Warranty, you must exclusively use Products to the extent applicable on each type of construction. You **MUST** use the Project Registration and Observation process prior to installation on all Multi-Family, Mixed Use, Light and Heavy Commercial projects to qualify under this Warranty. For Project Registration details, please see www.Weatherization.Tyvek.com or call 1-800-44-Tyvek **BEFORE** you commence installation.

If damage to the building is caused solely by the failure of a Product identified below to meet those specified water and air holdout properties attributable to that Product, then DuPont sole liability will be to provide replacement Product for that portion of installed Product found to be defective. 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.

PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS:

DuPont™ Tyvek® Fluid Applied WB

DuPont™ Tyvek® Fluid Applied Flashing and Joint Compound

DuPont™ Tyvek® Fluid Applied Flashing - Brush Formulation

What is not covered by these Warranties:

1. The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the homeowner;
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, contamination from building site chemicals, or premature deterioration of the building materials, or nonstandard use or application of the Products;
5. Foreign objects or agents, including the use of materials incompatible with Products;
6. UV exposure of the Products in excess of that set forth in the Submittal Document;
7. Improper installation of the 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, or failure to follow the applicable DuPont Installation Guidelines or façade manufacturer requirements; Installation Guidelines are available by calling 1-800-44-Tyvek and online at www.Weatherization.Tyvek.com.
8. Any defect arising out of the performance of any non-DuPont building envelope products.

How Can you Get Warranty Service:

To obtain service under this warranty, you must promptly contact DuPont at www.Weatherization.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 you MUST provide DuPont with proof of purchase and/or of installation of the Products within the 10 Year warranty period. 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 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 SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE REPLACEMENT OF PRODUCT THAT FAILS TO MEET THE SPECIFIC TESTS SET FORTH ABOVE 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.

The foregoing is the only Warranty made by DuPont for Products identified herein. 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 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, please contact your local DuPont™ Tyvek® Specialist or call DuPont directly at 1-800-44-Tyvek.



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FLUID APPLIED WB