

DuPont Building Envelope Solutions Products 15-Year Limited Warranty for Wood-Framed Multi-Family, 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.

This 15-Year Product & Labor Warranty (as described herein) is not transferable unless, such transfer is approved in writing and in advance 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, which in the event of a transfer by the Building Owner to a purchaser must be accompanied by Transfer Evidence. Building Owner shall mean the person that holds ownership of the building(s) to which this warranty applies. Upon written request, the Warranted Party shall also promptly provide such additional information requested by DuPont to evaluate the proposed transfer, including any Transfer Evidence. DuPont will notify the Warranted Party and, as relevant, the proposed assignee in writing regarding the disposition of the Transfer of Warranty Request. Submitting a request does not guarantee a transfer as DuPont reserves the right, in its sole and absolute discretion, to refuse to transfer this warranty. In no event shall this warranty be transferred unless and until agreed to in writing by DuPont. Furthermore, in the event DuPont agrees to a transfer of warranty to a subsequent Warranted Party in advance of the transfer, DuPont's approval will be conditioned on receipt of, and shall in no event be effective unless and until DuPont receives Transfer Evidence (which means: an executed deed, an executed ground lease or memorandum thereof, or other documentation satisfactory to DuPont reflecting that the proposed assignee has acquired ownership of the building or buildings to which the warranty applies). Following a transfer of the warranty in accordance with this Section, the original Warranted Party shall have no further right to bring a claim under this warranty.

Warranted Period

This 15-Year Limited Warranty is effective for DuPont Building Envelope Solutions Products ("Products") identified below and purchased and installed after **September 1, 2021** in Canada or the United States (US).

If any products are repaired or replaced under this warranty, or this warranty is transferred in accordance with the procedure set forth above, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

Applicable Structures

In the United States, this warranty applies to "Wood-Framed Multi-Family and Light Commercial Buildings" meeting the below definitions and/or criteria.

For the purposes of this Warranty "Wood-Framed Multi-Family and Light Commercial Buildings" is defined as an entire building that meets ALL the following conditions listed below. Use of the term IBC references the 2018 International Building Code.

- (i) Constructed of wood-based structural exterior framing of Type III or Type V Construction* (IBC Chapter 6); and
- (ii) Does not exceed 2018 IBC max height (Table 504.3) for Type V construction (70 ft.) or Type III construction (85 ft.), including allowances for Automatic Sprinkler height increase (IBC 504.1 and Table 504.4) and 'podium' structures outlined in the Special Provisions* (IBC Section 510); and
- (iii) Design requirements for the building envelope do not exceed air barrier performance of ASTM E1677 (10.8 psf structural load, 65 mph equivalent wind load), and water infiltration resistance criteria of 6.24 psf (50 mph equivalent wind-driven rain) when tested in accordance with ASTM E331, ASTM E1105, or equivalent.

*Special Provisions (IBC Section 510) allows for a "horizontal building separation", or 'podium', to be built under the wood-framed Type III or Type V building. The podium is typically constructed of steel framing or concrete. Podium-style buildings are included under "Wood-Framed Multi-Family and Light Commercial Buildings", as long as all other definition criteria (a. through c. above) are met.

This warranty applies to all "Commercial Buildings" and "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.

15-Year Product and Labor Limited Warranty

“Products” eligible under this 15-Year Limited Warranty

(Product & Labor):

- DuPont™ Tyvek® Commercial Wrap Products, including DuPont™ Tyvek® CommercialWrap®, Tyvek® CommercialWrap® D, and Tyvek® DrainWrap™ CA (in Canada), and
- DuPont Self-Adhered Flashing Products, including DuPont™ Flashing Tape, StraightFlash™, VersaFlange™ (formerly StraightFlash™ VF), FlexWrap™ EZ, and FlexWrap™.

Warranty Requirements

Subject to product label warnings and the specific terms and conditions below, DuPont warrants that for a period of 15 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:

For “Wood-Framed Multi-Family and Light Commercial Buildings”, “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, 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

To qualify for this Product and Labor 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 have purchased and utilized the DuPont 15-Year Warranty Service Package which, at minimum, includes one design and document review, two jobsite observations and warranty registration to be eligible for this warranty. This warranty shall be void if the Warranty Service Package is not utilized or if any of its terms and conditions are violated.

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 (including DuPont™ Tyvek® Tape) 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 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 to qualify under the Product and Labor Warranty.

- DuPont™ Tyvek® Tape must be used with all DuPont™ Tyvek® Products as outlined in the applicable published DuPont Installation Guidelines 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.

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).
- 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.

How You Can Get Warranty Service:

- 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.

What is Covered by This Product & Labor Limited 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 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 This Warranty:

1. Any building structure that does not meet the definition of a “Wood-Framed Multi-Family and Light Commercial Building”, “Commercial Building” and/or “High-Performance Building”.
2. Any “Single-Family Residential Building”, which for the purposes of this Warranty means 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. The negligence, gross negligence, or willful misconduct of the Warranted Party (original or subsequent) or of any third party, including the building owner.
3. Any Wood-Framed Multi-Family and Light Commercial Building that does not use DuPont™ Tyvek® Commercial Wrap Products on all above-grade wood-framed exterior walls.

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® Wrap Products come into contact with alternate or competitive fluid applied products.
6. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
7. Vandalism or attack by any party.
8. 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.
9. Foreign objects or agents, including the use of materials incompatible with DuPont Building Envelope Solutions Products, or contamination from building site chemicals
10. UV exposure of the Products in excess of that set forth in the Product Information Sheets.
11. 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 for the Product & Labor Warranty. DuPont Installation Guidelines are available by calling **1-833-338-7668** and online at building.dupont.com.
12. 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.
13. Any building in which the claimant is not the current Warranted Party.
14. Installations featuring continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
15. Below grade applications. Products are not intended for installation on surfaces that are or will be below ground.

To obtain service under these warranties, you must promptly contact DuPont at 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 15-year warranty period the certificate of service for the given project.

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'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™ Tyvek® Specialist,
visit 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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