

# DUPONT™ TYVEK® CONSTRUCTION MEMBRANE(S)\* 15-YEAR LIMITED WARRANTY

## This is not a Consumer Warranty

This document offers the warranty for the DuPont construction Tyvek® style(s)\* for DISTRIBUTORS WHO HAVE A DISTRIBUTION AGREEMENT WITH DUPONT WHICH IS CURRENTLY IN FORCE OR CUSTOMERS WHO BUY DIRECTLY FROM DUPONT (HEREINAFTER “DISTRIBUTOR OR CUSTOMER”) in the applicable Territory and End-use that is specified in the distribution agreement or is specified in the sales documents in the country where DuPont sells the products\* directly to the CUSTOMER. This document replaces any previous communication in any form regarding the warranties for the specific DuPont™ Tyvek® construction products herein sold in the applicable Territory and End-use or is specified in the sales documents in the country where DuPont sells the products\* directly to the CUSTOMER.

Upon the following terms and conditions, effective 01. July 2018 DuPont hereby offers to DISTRIBUTOR OR CUSTOMER a limited warranty for a period of fifteen (15) years starting from the date of installation or latest one year after the date of purchase.

\*Product(s) covered by this warranty: Tyvek® styles 2507B, 2508B, 2523B.

**1.** DuPont warrants that its above-mentioned Products will conform to DuPont’s manufacturing specifications and per the CE product data sheet in effect at the time of the sale of the product to DISTRIBUTOR OR CUSTOMER.

**2.** Within the warranty period, properties specified in the technical datasheet may only change as far as to still allow proper functioning of the diffusion open membrane as a roof underlay. A proper functioning of the diffusion open underlay is considered sufficient under this warranty if the product still has the following properties:

- a. During first 10 years of the warranty period a water resistance class W1 according to EN 13859, tested per EN 1928 test standard.
- b. After first 10 years until end of the warranty period a water resistance class W2 according to EN 13859, tested per EN 13111 test standard.
- c. The water vapor permeability sd value is smaller than 0,2 meter according to EN13859 tested per EN ISO 12572, to allow water vapor diffusion.

**3.** DISTRIBUTOR OR CUSTOMER or its customers must install above-mentioned Products strictly per DuPont’s installation guidelines for each product in effect at the time of installation.

**4.** This limited warranty is null and void and shall be of no further force and effect in the event that:

- a. DuPont or its distributors are not allowed to inspect the installation of above-mentioned Products and/or receiving a representative sample in connection with any claim asserted by DISTRIBUTOR OR CUSTOMER under this limited warranty;
- b. No supporting documents can be provided to DuPont, such as an invoice showing the purchase date

or the installation date of the products or the insert sheet with the CE data which includes the production year, or other material evidence of installation date;

c. Products are not applied according to DuPont’s written installation guidelines for each product in effect at the time of installation, including a maximum free exposure time to UV of maximum four (4) months, as per Technical Datasheet indication

d. DuPont is notified in writing later than thirty (30) days after the circumstances giving rise to a claim either appear or should have been discovered after the exercise of reasonable diligence by, its contractors, subcontractors, and/or distributors. Failure of the claiming party to notify DuPont within thirty (30) days shall automatically relieve DuPont of any and all responsibility and/or liability under this limited warranty.

**5.** DISTRIBUTOR’S OR CUSTOMER’S exclusive and sole remedy for any warranty claim shall be a replacement of the above-mentioned Products giving rise to such claim(s). In addition, the warranty covers the replacement cost in case of loss of functionality up to a maximum of 2500 Euro per house or roof structure damaged by such loss of functionality. In no way shall DuPont’s liability for any DISTRIBUTOR OR CUSTOMER warranty claim be greater than the amount paid for the Product by DISTRIBUTOR OR CUSTOMER plus the maximum replacement cost above, and corrected for Euro inflation rate as per ECB’s Harmonised Index of Consumer Prices.

**6.** This limited warranty does not cover damage or failure of above-mentioned Products if:

- a. Such damage or failure is caused by natural events, including, but not limited to fire, floods, lightning, hurricanes, hail, windstorms, earthquakes and cyclones; or

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## 15-YEAR LIMITED WARRANTY

- b. Such damage or failure is caused by physical penetration, vandalism, damage or attack by third parties and foreign objects or agents including animal and plant life; or
- c. Such damage or failure is attributable in whole or in part to a latent or patent design defect in the structure or a component of the structure (for example chimney, window or door details that could put unusual stress or water pressure on the membrane); or
- d. Such damage or failure is attributable in whole or in part to a latent or patent defect in the installation or selection of structural materials or components;
- e. Such damage or failure is attributable in whole or in part to product contact or exposure to chemical products that could alter its properties (for example biocides, oil, coatings, solvents, cleaning agents, etc.);
- f. Such damage or failure is attributable in whole or in part to a damage in the roof construction or coverage that was not promptly repaired, regardless of the time required for DuPont to respond to any related claims.

7. DuPont makes no expressed or implied warranty beyond that stated above. This limited warranty is in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Notwithstanding any of the foregoing, DuPont shall have no liability for claims arising out of DISTRIBUTOR'S OR CUSTOMER'S negligence or that of its distributors or customers' contractors, subcontractors, or other third parties.

8. The territory of product installation covered by this warranty are specified in respective distribution agreements.

9. The End-use applications covered by this warranty are exclusively those in accordance with EN 13859: Part 1: Flexible sheets for water proofing Underlays for discontinuous roofing EN 13859-1 and Part 2: Flexible sheets for water proofing - Underlays for walls.

This limited warranty is in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Notwithstanding any of the foregoing, DuPont shall have no liability for claims arising out of negligence or that of contractors, subcontractors, distributors, or other third parties. This document replaces any previous communication in any form regarding the warranties for DuPont™ Tyvek® styles\*.

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