



DUPONT™ TYVEK® PROTEC™ 160 40-YEAR LIMITED WARRANTY

PRODUCT REPLACEMENT

This is not a Consumer Warranty.

DuPont provides the following warranty to Builders, General Contractors or Professional Installers upon the terms and conditions set forth herein. Warranty is not transferable.

The DuPont™ Tyvek® Protec™ product (hereinafter “Tyvek® Protec™ Product”) originally installed as a standard part of the building envelope on a building roof identified by ICC-ES AC188 in North America entitles you to certain quality assurance standards as provided in this DuPont™ Tyvek® Protec™ Product Replacement 40-Year Limited Warranty (“warranty”).

This 40-Year Limited Warranty is effective for this product purchased and installed after June 1, 2016.

PRODUCT ONLY WARRANTY

E. I. du Pont de Nemours and Company (“DuPont”) warrants that the Tyvek® Protec™ Product originally installed on a roof having a minimum 2:12 slope will meet the “Pass” requirements of ICC-ES AC188 for its liquid water holdout property in effect at the time of purchase of the Tyvek® Protec™ Product for a period of forty (40) years after the date of purchase when the problem is caused solely by the failure of Tyvek® Protec™ Product to meet that property. If the Tyvek® Protec™ Product is repaired or replaced, the warranty will continue from the original date of purchase and not from the date of repair or replacement.

This warranty DOES NOT COVER any damages arising from:

1. The negligence, gross negligence, or willful misconduct of any builder, general contractor, professional installer or 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, skylight, chimney, vents, etc.) or selection of any components of the structure, or premature deterioration of the building materials, or nonstandard use or application of the Tyvek® Protec™ Product;
5. Foreign objects or agents, including incompatibility of materials;
6. UV exposure of the Tyvek® Protec™ Product in excess of that set forth in the applicable Physical Properties Data Sheet;
7. The warranty is void if the Product is used as a permanent primary water barrier.
8. Improper installation of the Tyvek® Protec™ Product, 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® Protec™ Product must be installed in accordance with the applicable DuPont Installation Guidelines that are in effect at the time of the installation of the Tyvek® Protec™ Product. Installation Guidelines are available by calling 1-800-44-TYVEK (1-800-448-9835) and online at www.tyvek.com/protec.

WHAT DUPONT WILL DO AND WHAT YOU MUST DO

DuPont will provide to the Builder, General Contractor or Professional Installer only that quantity of replacement product required to replace any defective product that fails to meet the “Pass” requirements of ICC-ES AC188. 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, such as providing access in order to view installed product or to obtain samples for testing.



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HOW YOU CAN GET WARRANTY SERVICE

To obtain service under this warranty, you must promptly contact DuPont at www.tyvek.com/protec or call 1-800-44-TYVEK (1-800-448-9835) 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 of the Tyvek® Protec™ Product. You must provide DuPont with a reasonable opportunity to inspect the home or building within sixty (60) days after DuPont receives notice of your potential claim.

You must also provide access to DuPont for recovery of samples of the used product from the actual installation in sufficient quantities in order to perform testing to determine whether or not the Tyvek® Protec™ 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 of product 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 REPLACEMENT OF THE TYVEK® PROTEC™ PRODUCT COVERED BY THIS DUPONT WARRANTY ONLY WHEN CAUSED SOLELY BY THE FAILURE OF THE TYVEK® PROTEC™ PRODUCT TO MEET THE APPLICABLE LIQUID WATER HOLDOUT PROPERTY AS REFERENCED ABOVE AND THE 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.

The foregoing is the only warranty made by DuPont for the Tyvek® Protec™ Product. 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 IS NOT A PERFORMANCE CLAIM.

*This warranty is effective June 1, 2016.