

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 1-800-448-9835 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.

How You Can Get Warranty Service

To obtain service under this warranty, you must promptly contact DuPont at www.Weatherization.Tyvek.com or call 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 and/or of installation of the Products within the associated 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'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.



**For more information visit
tyvek.com or call 1-800-448-9835**

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. Buyer's exclusive remedy or any claim (including without limitations, negligence, strict liability, or tort) shall be limited to the refund of the purchase price of the material. Failure to strictly adhere to any recommended procedures shall release DuPont Specialty Products USA, LLC 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.

DuPont™, the DuPont Oval Logo, and all trademarks and service marks denoted with™, SM or ® are owned by affiliates of DuPont de Nemours, Inc. unless otherwise noted. © 2020 DuPont.