DuPont 50-Year Limited Thermal Warranty for DuPont™ Styrofoam™ Brand Extruded Polystyrene Insulation

Warranted Party

DuPont provides the following warranty to the Owner, or to the Builders, Contractors, or Professional Installers upon the terms and conditions set forth herein. For the purposes of this warranty, Owner shall mean the original registered owner of the Building at the time of installation.

This warranty is not transferrable.

Warranted Period

This 50-Year Limited Warranty is effective for DuPont™ Styrofoam Brand Extruded Polystyrene (XPS) Foam Insulation Products ("Products") identified below and purchased and installed after **August 1, 2022** in the United States (US).

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

50-Year Product Limited Warranty

"Products" eligible under this 50-Year Limited Warranty (Product Replacement):

- DuPont™ Styrofoam™ Brand XPS Foam Insulation Products* with a thickness of 1.5" or greater, with the exception of Cavitymate™ Ultra, with must have a thickness of 2.18" or greater.

Warranty Requirements

Subject to Product label warnings and the following Product specific terms and conditions set forth below, DuPont warrants that for a period of 50 years from date of manufacture, when the Products (identified below) are installed in strict accordance with the applicable DuPont Installation Guidelines at the time of installation, in a properly constructed and designed building following the applicable building codes and accepted industry standards for each type of structure, that:

- DuPont™ Styrofoam™ Brand XPS Foam Insulation Products, meet:
  - Thermal resistance pursuant to ASTM C518, or the then closest DuPont-approved effective equivalent thereof will not vary by more than fifteen (15) percent from its published R-value when tested. Insulation samples shall be conditioned to equilibrium prior to testing.

This warranty is limited to product replacement. If the Product fails to meet the properties specified above, then DuPont's sole liability will be to provide replacement Product for that portion of defective Product. All product replacement will be in the form of Product being manufactured at the time of replacement. No substitution of other products or those manufactured by other manufacturers will be permitted. In the alternate, at DuPont's sole discretion, DuPont will refund the Warranted Party the original purchase price of the non-performing insulation. This warranty covers replacement of defective Product only and does not include any repair costs or other damages of any kind whatsoever.

What is Not Covered by these Warranties:

1. Any insulation with a thickness less than 1.5", or DuPont™ Styrofoam™ Cavitymate Ultra with a thickness of less than 2.18".
2. The negligence, gross negligence, or willful misconduct of the Warranted Party or of any third party.
3. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
4. Vandalism or attack by any party.
5. Defects in the structure or 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™ Styrofoam™ Brand XPS Foam Insulation product.
6. Foreign objects or agents, including the use of products incompatible with DuPont Performance Solutions Products, or contamination from building site chemicals.
7. UV exposure of the Products in excess of that set forth in the Product Information Sheet.
8. 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, including failure to follow requirements for storage of DuPont™ Styrofoam™ Brand XPS Foam Insulation. Installation Guidelines are available by calling 1-833-338-7668 and on line at **building.dupont.com**.
9. 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.
10. Any building in which the claimant is not the Warranted Party.
11. This warranty shall be void if, in DuPont's sole judgment, there is damage to the insulation resulting from improper handling and installation, maintenance, intentional or unintentional misuse, negligence, impact of falling objects, vandalism,

*A former product of The Dow Chemical Company.

earthquake, lightning, hurricane, flood, fire, hailstorm, high wind, tornado, excessive UV exposure, cascading roof/ floor water, ponding water, immersion in water, non-diffusion open assemblies, or failure or distortion in the walls or foundation of the building/structure, including settling of the building or movement of framing members.

How you can get Warranty Service:

To obtain service under this warranty, you must promptly contact DuPont at **building.dupont.com** or call 1-833-338-7668 regarding any potential claim, no later than thirty (30) days after you discover any potential claim, and you MUST provide DuPont within the 50-year warranty period proof of purchase and/or of installation of the DuPont Products.

You must provide DuPont with a reasonable opportunity to inspect the building within thirty (30) days after DuPont receives notice of your potential claim. You must also provide access to DuPont to recovery of samples of the 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.

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Exclusion of Damages

DUPONT'S SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OR REPLACEMENT, AS APPLICABLE, OF THE PRODUCT REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCTS TO MEET THE APPLICABLE PRODUCT INFORMATION SHEET 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.

DUPONT LIABILITY UNDER THE PRODUCT REPLACEMENT WARRANTY SHALL, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, EXCEED THE ORIGINAL PURCHASE PRICE OF THE INSULATION PER OCCURANCE AND PROJECT.

THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND SHALL NOT BE EXTENDED UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF DUPONT. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS WARRANTY.

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.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so certain limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

This Warranty is Not a Performance Claim.

DUPONT™ Styrofoam™ Brand

For more information about this warranty visit building.dupont.com or call 1-833-338-7668

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