DuPont™ Tyvek® Protec™ 160 40-Year Limited Warranty

This is not a Consumer Warranty.

Warranted Party

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

Warranted Period

This 40-Year Limited Warranty is effective for DuPont™ Tyvek® Protec™ Products ("Products") identified below and purchased and installed after **January 1, 2024.**

If any Products are repaired or replaced under this warranty, the ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

40-Year Product Limited Warranty

"Products" eligible under this 40-year Limited Warranty (Product Replacement)

• DuPont™ Tyvek® Protec™ 160

Warranty Requirements

Subject to Product label warnings and following the Product specific terms and conditions set forth below, DuPont warrants that for a period of 40 years from the date of purchase, when 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 roof system following applicable building codes and accepted industry standards for each type of construction, that:

DuPont™ Tyvek® Protec™ Products, meet:

- The "Pass" requirement of ICC-ES AC188 for its liquid water holdout property in effect at the time of purchase of the DuPont™ Tyvek® Protec™ Product when the problem is caused solely by the failure of the Product to meet that property. The Product must be originally installed on a roof having a minimum 2:12 slope.

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. 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 this Warranty:

1. The negligence, gross negligence. or willful misconduct of the Warranted Party 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 defect arising out of any non-DuPont™ Tyvek® Protec™ product.
5. Foreign objects or agents, products incompatible with DuPont Performance Building Solutions Products, or contamination from building site chemicals.
6. UV exposure of the Product in excess of that set forth in the applicable Product Information Sheet.
7. Improper installation of the Tyvek® Protec™ Product, 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, or failure to follow the applicable DuPont Installation Guidelines. Installation Guidelines are available by calling 1-833-338-7668 and on line at building.dupont.com.
8. 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.
9. Any building in which the claimant is not the Warranted Party.
10. Assemblies where the Product is used as a permanent primary water barrier.

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, but no later than sixty (60) days after you discover any potential claim, and you MUST provide DuPont within the 20-year warranty period proof of purchase and/or of installation of the DuPont™ Tyvek® Protect™ Product.

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 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 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 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 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, REPRESENTATION OR CONDITION.

The foregoing is the only warranty made by DuPont for the 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.

DUPONT Tyvek®

For more information about this warranty, please contact your local DuPont™ Tyvek® Specialist or visit building.dupont.com or call 1-833-338-7668

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