



DuPont™ Tyvek® and AirGuard® accessory styles* up to 25 years limited warranty

This is not a consumer warranty.

This document offers the warranty for the DuPont™ Tyvek® and AirGuard® accessory style(s)* mentioned below (hereinafter “Product Styles*”) for distributors who have a distribution agreement with DuPont which is currently in force or customers who buy directly from DuPont (hereinafter “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 Product Style(s)* directly to the CUSTOMER. This document replaces any previous communication in any form regarding the warranties for the specific Product Styles* herein sold in the applicable territory and end-use or is specified in the sales documents in the country where DuPont sells the Product Style(s)* directly to the CUSTOMER.

Upon the following terms and conditions, effective for sales as of 01. December 2019, DuPont hereby offers to the CUSTOMER a limited product warranty for a period of ten (10) years starting from the date of installation or latest one year after the date of purchase.

* Product Style(s)* covered by this warranty are as follows:

2060B / 2062B / 1311B / 1310D / 1310P / 1310PT / 1310V / 1312F / 2060M / 2064FW / FLEXNF / 1310N

This warranty extends up to twenty-five (25) years according to the table below if the Product Style(s)* are being used exclusively in combination with DuPont® Tyvek® or AirGuard® membranes:

Fifteen (15) years warranty with the following Tyvek® and AirGuard® membranes:	Twenty-five (25) years warranty with the following Tyvek® membranes:	Twenty-five (25) years warranty with the following AirGuard® membranes:
1060B	1580B	8327AD
1560B	2480B	8207A
2066B	2505B	5814X
2566B	2506B	8314X
2460B	2510B	
2507B	2528B	
2508B	3583M	
2523B	2524B (in standard wall applications)	
2524B (in walls with open joints)		
2009B		

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1. DuPont warrants that its above-mentioned Product Style(s)* will conform to the declared Technical Datasheet (TDS) in effect at the time of the sale of the Product Style(s)* to the CUSTOMERS.
2. CUSTOMER or its customers must install above mentioned Product Style(s)* strictly per DuPont's installation recommendation for each Product Style(s)* which are available as downloads and installation videos on www.energy-efficiency.dupont.com/. The current version which is in effect at the time of the date of the sale applies.
3. It is the CUSTOMER's duty to provide sufficient prove for any defect. Furthermore, this limited warranty is null and void and shall be of no further force and effect in the event that:
 - a. DuPont or its CUSTOMERS are not allowed to inspect the installation of above-mentioned Product Style(s)* and/or receiving a representative sample (minimum 1 running meter) in connection with any claim asserted by CUSTOMER under this limited warranty;
 - b. No supporting documents can be provided to DuPont, including the following:
 - a. batch label on the product box,
 - b. invoice showing the purchase date,
 - c. 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, in the applicable territory and end-use in the country where DuPont sells the Product Style(s)* directly to the CUSTOMER;
 - d. DuPont is notified in writing later than thirty (30) days after the circumstances giving rise to a claim either appeared 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 fifteen (15) days shall automatically relieve DuPont of any and all responsibility and/or liability under this limited warranty.
4. 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 € per house damaged by such loss of functionality. In no way shall DuPont's liability for any CUSTOMER warranty claim be greater than the amount paid for the Product by CUSTOMER plus the maximum replacement cost above, and corrected for Euro inflation rate as per ECB's Harmonised Index of Consumer Prices.
5. This limited warranty does not cover damage or failure of above-mentioned Product Style(s)* 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
 - 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 or incorrect storage conditions;
 - 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 construction or coverage that was not promptly repaired, regardless of the time required for DuPont to respond to any related claims;
 - g. Such damage or failure is caused by a combination with other products.
6. 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 CUSTOMER'S negligence or that of its distributors or customers' contractors, subcontractors, or other third parties.



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