

DuPont™ Tyvek®

10 YEARS WARRANTY

Upon the following terms and conditions DuPont de Nemours (Luxembourg) S.à r.l. (in the following "DuPont") hereby offers a limited 10 years warranty covering DuPont™ Tyvek® diffusion open underlay (in the following "product").

1. Warranted product characteristics and installation

DuPont warrants that its products will conform to DuPont's manufacturing specifications and according to the CE product data sheet in effect at the time of the sale of the product.

Within the warranty period, properties specified in the technical datasheet may only change in so far as to still allow proper functioning of the diffusion open membrane as an underlay. A proper functioning of the diffusion open underlay is given if water resistance (Class W1) is maintained and the water vapour permeability (sd) is high enough to allow water vapour diffusion.

The product must be installed strictly according to DuPont's installation guidelines in effect at the time of installation

2. Length of warranty

DuPont offers a limited 10 years warranty, as far as no shorter terms have been declared, from the date of permanent installation.

3. Limitations

This limited warranty is null and void and shall be of no further force and effect in the event:

- DuPont or its distributors are not allowed to inspect the installation of products in connection with any claim asserted under this limited warranty;
- That no supporting documents can be provided to DuPont, such as an invoice, showing the purchase date or the installation date of the products or the insert sheet with the CE data which includes the production date, and
- Products are not applied according to DuPont's written installation guidelines in effect at the time of installation.
- This limited warranty applies only to defects appearing within ten (10) years from the date of permanent installation and only if DuPont is notified in writing within thirty (30) days after the circumstances giving

rise to a claim either appear or should have been discovered after the exercise of reasonable diligence by customer, its contractors, subcontractors, and/or distributors. Failure of the claiming party to notify DuPont within such period shall automatically relieve DuPont of any and all responsibility and/or liability under this limited warranty.

This limited warranty does not cover damage or failure of the product if:

- Such damage or failure is caused by natural events, including, but not limited to fire, floods, lightning, hurricanes, hail, windstorms, earthquakes and cyclones; or
- 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
- 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 (e.g. window or door); or
- 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.

4. Extend of warranty

The exclusive and sole remedy for any warranty claim shall be a replacement of the product giving rise to such claim(s). In no way shall DuPont's liability for any warranty claim be greater than the amount paid for such product. In no event shall DuPont be liable for special, indirect, incidental, consequential or any similar damages (including, without limitation, damages for loss of business profits, business interruption or any other loss), whether or not caused by or resulting from the negligence of DuPont even if DuPont has been advised of the possibility of such damages.

DuPont makes no expressed or implied warranty beyond that stated above.

Effective Date: 01. April 2011

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 negligence or that of contractors, subcontractors, distributors, or other third parties. This document replaces any previous communication in any form regarding the warranties for DuPont™ Tyvek® diffusion open underlays.

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