



DuPont™ Tyvek® 15 Year Warranty

Upon the following terms and conditions DuPont (Australia) PTY Limited ("DuPont") hereby offers a limited 15 years warranty covering the products listed in the annexure (the "Products"):

1. Warranted product characteristics and installation

DuPont warrants that the Products will conform to DuPont's manufacturing specifications 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 underlay is given if water resistance (Class W1) is maintained and the water vapour permeability (Sd) is high enough to allow water vapour transmission.

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 15 year warranty, as far as no shorter terms have been declared, from the date of permanent installation

3. Limitations

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

- a. DuPont or its distributors are not allowed to inspect the installation of products in connection with any claim asserted under this limited warranty
- b. 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 which includes the production date, and
- c. Products are not applied according to DuPont's written installation guidelines in effect at the time of installation.
- d. This limited warranty applies only to defects appearing within fifteen (15) years from the date of permanent installation and only if DuPont is notified in writing within thirty days after the circumstances giving rise to a claim either appear or should have been discovered after the exercise of reasonable diligence by the 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.

3.2 This limited warranty does not cover damage or failure of the product 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 defect in the installation or selection of structural materials or components.

d. Such damage or failure is attributable in whole or in part to UV exposure.

3.3 Any project in which the Product is used must be designed and constructed in strict compliance with all relevant provisions of the current New Zealand Building Code (the "Building Code"), regulations and standards and in accordance with the terms specified in any building consent issued by the applicable authority in which the project is being undertaken.

3.4 To the fullest extent permissible by law, all warranties, conditions, liabilities and obligations other than those specified in this warranty document are excluded. Where the Product is supplied for the purposes of a business, the guarantees contained in the Consumer Guarantees Act 1993 do not apply.

4. Extent of Warranty

The exclusive and sole remedy for any warranty claim shall be:

- (i) The replacement of the product giving rise to such claims; or
- (ii) Repair or rectification of the affected product; or
- (iii) Pay the cost of the replacement product or the cost of rectification of the affected product

In no event will DuPont's liability for any warranty claim be greater than the amount paid for the subject product. In no event will 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.

DuPont shall have no liability for claims arising out of negligence or that of contractors, subcontractors, distributor or other third parties. This document replaces any previous communication in any form regarding the warranties for the Products.

Effective Date: 1st April 2019

Annexure

Products Covered:	Flashing
<i>Weather Resistive Barriers</i>	DuPont™ FlexWrap™ NF
DuPont™ Tyvek® HomeWrap®	DuPont™ Flashing Tape
DuPont™ Tyvek® Pro	
DuPont™ Tyvek® Metal	<i>Accessories</i>
DuPont™ Tyvek® Supro	DuPont™ Tyvek® Contractor Tape
DuPont™ Tyvek® Supro Plus	DuPont™ Tyvek® Wrap Caps