



# DuPont™ AirGuard® 2009B construction membrane

## 15 years limited warranty

This is not a consumer warranty.

This document offers the warranty for AirGuard® 2009B 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 AirGuard® 2009B directly to the CUSTOMER. This document replaces any previous communication in any form regarding the warranty for AirGuard® 2009B herein sold in the applicable Territory and End-use or is specified in the sales documents in the country where DuPont sells AirGuard® 2009B directly to the CUSTOMER.

Upon the following terms and conditions, effective 01. December 2019 DuPont hereby offers to the CUSTOMER a limited warranty for a period of fifteen (15) years starting from the date of installation or latest one year after the date of purchase.

AirGuard® 2009B and end-use applications covered by this warranty are exclusively those in accordance with EN 13984 Plastic and rubber vapour control layer.

1. DuPont warrants that AirGuard® 2009B will conform to the declared Technical Datasheet (TDS) in effect at the time of the sale of the AirGuard® 2009B to the CUSTOMERS.
2. Within the warranty period, properties specified in the DoP may only change in so far as to still allow proper functioning of the sheet as a vapour control layer. A proper functioning of the air & vapour control layer is given if air tightness is maintained and the water vapour transmission (sd) is at least equal to the minimum value declared in the DoP of the respective product.
3. CUSTOMER or its customers must install AirGuard® 2009B strictly per strictly per DuPont's installation guidelines provided on the Insert Sheet that comes with the product in effect at the time of the date of the purchase.
4. This limited warranty is null and void and shall be of no further force and effect in the event that:
  - a. DuPont or its distributors are not allowed to inspect the installation of AirGuard® 2009B and/or receiving a representative sample 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. package number written on the core label
    - b. invoice showing the purchase date
    - c. other material evidence of installation date;
  - c. AirGuard® 2009B is not applied according to DuPont's installation guidelines in effect at the time of installation.
  - d. DuPont is notified in writing later than 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, its contractors, subcontractors, and/or distributors. Failure of the claiming party to notify DuPont within thirty (30) days shall automatically relieve DuPont of any and all responsibility and/or liability under this limited warranty.
5. CUSTOMER'S exclusive and sole remedy for any warranty claim shall be a replacement of AirGuard® 2009B 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 Euro per building 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.

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6. This limited warranty does not cover damage or failure of AirGuard® 2009B 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;
  - 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 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.
7. 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 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.
8. The territory of product installation covered by this warranty are specified in respective distribution agreements, if applicable
9. The End-use applications covered by this warranty are exclusively those in accordance with EN 13984 Plastic and rubber vapour control layers.



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