



Froth-Pak™



Insta Stik™

DuPont™ Insta Stik™ Flex+ / Froth-Pak™ mini* 25 years limited warranty

This is not a consumer warranty.

This document offers the warranty for the DuPont™ Insta Stik™ Flex+ and DuPont™ Froth-Pak™ mini* mentioned below (hereinafter "Product(s)*") for distributors who have a distribution agreement with DuPont in the EMEA Region which is currently in force or customers who buy directly from DuPont in EMEA (hereinafter "CUSTOMER") in the applicable territory within EMEA and end-use that is specified in the distribution agreement or is specified in the sales documents in the country within EMEA where DuPont sells the Product(s)* directly to the CUSTOMER. This document replaces any previous communication within EMEA 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(s)* directly to the CUSTOMER.

Upon the following terms and conditions, effective for sales as of 01. March 2020, DuPont hereby offers to the CUSTOMER a limited product warranty for a period of twenty-five (25) years starting from the date of installation or latest one year after the date of purchase.

* Covered by this warranty are:

DuPont™ Insta Stik™ Flex+ and DuPont™ Froth-Pak™ mini

1. DuPont warrants that its above-mentioned Product(s)* will conform to the declared Technical Datasheet (TDS) in effect at the time of the sale of the Product(s)* to the CUSTOMERS.
2. CUSTOMER or its customers must install above mentioned Product(s)* strictly per DuPont's installation recommendation for each Product(s)* which are available as downloads and installation videos on www.energyefficiency.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 proof for any defect. Furthermore, this limited warranty is null and void and shall be of no further force and effect in the event that:
DuPont or its CUSTOMERS are not allowed to inspect the installation of above-mentioned Product(s)* and/or not receiving sufficient proof of the defect (e.g. suitable pictures) in connection with any claim asserted by CUSTOMER under this limited warranty;
 - a. No supporting documents can be provided to DuPont, including the following:
 - a. Lot-no printed on the bottom of the can/cartridge,
 - b. invoice showing the purchase date,
 - c. other material evidence of installation date;
 - b. 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(s)* directly to the CUSTOMER;
 - c. 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.

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4. CUSTOMER'S exclusive and sole remedy for any warranty claim shall be a replacement of the abovementioned 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 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.
5. This limited warranty does not cover damage or failure of above-mentioned Product(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); 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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