

PRODUCT TERMS OF USE & WARNINGS

This information is for DuPont garments or accessories made using Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, ProShield® 3, and/or Temprow® fabrics unless otherwise noted.

Garments and accessories made using Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, and/or ProShield® 3 fabrics will burn and possibly melt. None of these garments or accessories should be worn near heat, open flames, sparks or any other possible ignition source nor should they be worn in potentially explosive or flammable environments. If these garments do burn or melt while being worn, it may increase the severity of burn injuries even when worn over garments which are flame resistant, including, but not limited to, Nomex® IIIA garments.

DuPont Temprow® garments are designed to be worn over primary flame resistant garments, such as Nomex® IIIA. Temprow® garments should not be used alone in areas where protection from heat, flame, or electric arc flash is required. Temprow® garments are flame retardant treated, not inherently flame resistant. The Temprow® fabric is designed to reduce the amount of non-hazardous dry particles and aerosols from contaminating primary flame-resistant garments worn underneath. A hazard assessment must be done to ensure that appropriate protection from heat, flame, or electric arc flash hazards is provided by the primary flame resistant garment. The wearer of a DuPont Temprow® garment should not knowingly enter an environment in which the concentration of flammable gas is within flammable or explosive limits. Should wearers of these garments determine they are in such an environment, they should retreat immediately.

RESPONSIBILITY OF USERS; DISCLAIMERS

This information is for DuPont garments or accessories made using Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, ProShield® 3, and/or Temprow® fabrics unless otherwise noted.

It is the responsibility of the user to select garments which are appropriate for each intended use and which meet all specified government and industry standards.

DuPont Tyvek® garments are intended to help reduce the potential for injury, but no protective apparel alone, can eliminate all risk of injury. Protective apparel must be used in conjunction with general safety practices.

Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, ProShield® 3, and/or Tempro® garments are designed for single or limited use. It is the responsibility of the wearer to inspect garments to ensure that all components, including fabric, zippers, seams, interfaces, etc are in good working condition, are not damaged, and will provide adequate protection for the operation and chemicals to be encountered. Failure to fully inspect garments may result in serious injury to the wearer. Never wear garments that have not been fully inspected. Any garment which does not pass inspection should be removed from service immediately. Never wear a garment that is contaminated, altered or damaged.

Garments made of Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, ProShield® 3, and/or Tempro® should have slip-resistance materials on the outer surface of boots, shoe covers, or other garment surfaces in conditions where slipping could occur.

If the Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen, ProShield® 3, and/or Tempro® garment is damaged during use, retreat immediately to a safe environment, thoroughly decontaminate the garment as required, then dispose of it in a safe manner.

It is the responsibility of the garment wearer, and the wearer's supervisor and employer to examine the condition of the garment before and during use to be sure that the garment is suitable for use in that environment by that employee.

WARRANTY INFORMATION

(Applies to Tychem®, Tyvek®, Tyvek® Dual, Tyvek® FC, ProShield®, ProShield® NexGen®, ProShield® 3, and Tempro Garments)

DuPont makes no guarantee of results and assumes no obligation or liability in connection with the use of DuPont garments and accessories. It is user's responsibility to determine the level of hazards and the proper personal protective equipment needed.

DuPont warrants to the purchaser/end user only for a period of ninety (90) days from date the garment or accessory was shipped to the purchaser/end user or, for a period of twelve (12) months from the date the gas-tight garment was shipped to the purchaser/end-user and that the garment and accessory, if any, are free of defects in materials and workmanship. Since conditions of use are outside DuPont's control, DUPONT MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE and assume no liability in connection with any use of the DuPont garment and

accessories. This warranty is void in the event any party including purchaser/end user modifies the garment or accessory in any way.

The sole and exclusive remedy for all purchasers and/or end users for any and all claims, losses, injuries or damages of any kind relating to or arising from DuPont garments and accessories, shall be the refund of the purchase price or the replacement or repair of any garment or accessory found to contain a defect in materials or workmanship upon inspection by DuPont. Only DuPont shall determine the form of remedy (repair, replacement, or refund) for items containing a defect in materials or workmanship. No warranty claim shall be honored unless received by DuPont within 90 days of the date the garment or accessory was shipped to the purchaser and/or end user or, within twelve (12) months from the date the gas-tight garment was shipped to the purchaser/end user.

IN NO EVENT SHALL DUPONT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT, WARRANTY, REPRESENTATION, INSTRUCTION, DESIGN OR MANUFACTURING DEFECTS, OR ANY OTHER CAUSE OR THEORY.