

## **PRODUCT TERMS OF USE & WARNINGS**

**(applies to all categories of Tychem® garments)**

Tychem® chemical protective garments, other than Tychem® ThermoPro, will burn. No Tychem® garment should be worn around heat, open flames, sparks or any other possible ignition source nor in potentially explosive or flammable environments.

Wearing garments made of NOMEX® or any other flame-resistant fabric, under Tychem® garments, other than Tychem® ThermoPro, will not reduce burn injury during a flash-fire.

Tychem® garments, other than Tychem® ThermoPro, will burn and possibly melt when exposed to a flash-fire; this is likely to increase burn injuries even when worn over garments made of NOMEX® or any other flame-resistant fabric. Tychem® garments, other than Tychem® ThermoPro, melt when exposed to heat and flame, these garments should not be worn under a garment made of NOMEX® or any other flame resistant fabric, if the potential for flash-fire exists.

NOTE for Tychem® ThermoPro garments only: Users of Tychem® ThermoPro garments should not knowingly enter an environment in which the concentration of flammable gas is within flammable or explosive limits. Should wearers of Tychem® garments determine they are in such an environment, they should retreat immediately.

Tychem® ThermoPro garments are not intended for fire fighting activities, nor for protection from hot liquids, steam, molten metals, welding, electrical arc or thermal radiation. Tychem® ThermoPro garments are designed and tested to help reduce injury during escape from a flash fire. Users of Tychem® ThermoPro garments should not knowingly enter an explosive environment, i.e., an environment in which the concentration of flammable gas or solids is within flammable limits.

## **RESPONSIBILITY OF USERS; DISCLAIMERS**

**(applies to all categories of Tychem® garments)**

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.

Tychem® 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.

Tychem® garments are designed for limited use. It is the responsibility of the wearer to inspect garments periodically to ensure that all components, including fabric, valves, visors, gloves, zippers, seams, and interfaces are in good working condition, and provide adequate protection for the operation and chemicals to be encountered. Failure to fully inspect garments may result in serious injury or death to the wearer. Never wear garments that have not been fully inspected and in the case of gas-tight garments, pressure tested prior to use. Any garment which does not pass inspection should be removed from service immediately. Never wear a garment that is contaminated, altered or damaged.

If the Tychem® garment is altered, abraded, cut, torn, punctured or otherwise and in any way breached, do not use. The chemical protective garment material has finite resistance to abrasion, cut, tear and puncture. If the Tychem® garment is damaged during use, retreat immediately to a safe environment, thoroughly decontaminate the garment, then dispose of it in a safe manner.

These Tychem® garments have attached socks made of the garment material. These attached socks must be worn inside protective outer footwear and are not suitable as outer footwear. These attached socks do not have adequate durability or slip resistance to be worn as the outer foot covering.

During the packing, shipping and/or unpacking processes of some select garments styles with attached gloves, it is possible that the gloves can become dislodged from the cuff. Remember to always perform the routine product inspection before use of any product.

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 Temprowear® 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 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.