

50-Year Limited Warranty — Chemonite® ACZA-Treated Western Red Cedar Pole

This warranty extends ONLY to the owner of the Chemonite® ACZA-treated pole and is good for fifty (50) years from the date of first purchase.

Subject to the terms, conditions and limitations contained in this Warranty, Arch Wood Protection, Inc. ("Warrantor") warrants to the owner of a Chemonite® ACZA-treated wood pole that for a period of 50 years following the date of original purchase such pole will not suffer damage caused by termites or fungal decay that makes the pole structurally unfit for the application for which it was intended (as defined by the National Electric Safety Code for the year of manufacture). In the event of a valid warranty claim, the owner of the pole will be entitled, as the sole and exclusive remedy, to reimbursement of the original price paid for the non-conforming Chemonite® ACZA wood pole. To obtain approval for reimbursement under the warranty, the owner must send, within 30 days of discovery of the damage covered hereunder, the original purchase invoice, or other proof showing that the Chemonite® ACZA pole was purchased from Warrantor's licensee or its authorized supplier, to the Warrantor at:

Chemonite® ACZA-Treated Wood Poles
Warranty Claim Administrator
360 Interstate North Parkway, Suite 450
Atlanta, GA 30339

Before approving any warranty claim, Warrantor may require owner to send photographs and pieces of damaged wood. In addition, at the Warrantor's request, the Warrantor and its representatives and agents must be permitted to inspect and test the damaged structure to determine the validity of the warranty claim.

Notwithstanding any provision hereof to the contrary, Warrantor shall NOT be liable hereunder for any of the following: (a) damage to any Chemonite® ACZA pole resulting from any cause other than termites or fungal decay; (b) damage to any Chemonite® ACZA pole that has been used in a non-utility structure or a structure outside of North America or used for an application or in a way that is not consistent with its intended end use (as defined by the National Electric Safety Code for the year of manufacture); (c) damage to any Chemonite® ACZA pole that was not pressure-treated in accordance with the American Wood Protection Association (AWPA) Standard U1; or (d) damage to any Chemonite® ACZA pole that does not bear (i) a brand or tag that incorporates the name of the Chemonite® ACZA wood pole producer including month/year of production with quality assurance program marks (if applicable) and (ii) the mark(s) of a quality assurance program or an independent inspection agency showing acceptance to AWPA Standard U1.

The warranty does not cover, and Warrantor shall not be responsible for, installation, repair, construction, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, crack, warp, twist, weather or erode.

BY PURCHASING OR ACCEPTING OWNERSHIP OF A CHEMONITE® ACZA WOOD POLE, OWNER ACCEPTS AND ACKNOWLEDGES, AND WARRANTOR HEREBY STATES, THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, COVENANTS, AGREEMENTS, PROMISES, COM-

MITMENTS, DUTIES OF CARE OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTOR HEREBY SPECIFICALLY DISCLAIMS, AND THERE ARE NO OTHER REPRESENTATIONS WHATSOEVER WITH RESPECT TO CHEMONITE® ACZA WOOD POLES EXCEPT THE LIMITED WARRANTY GIVEN HEREUNDER. ONLY THE WARRANTOR IS LIABLE UNDER THIS LIMITED WARRANTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE PURCHASE OR USE OF CHEMONITE® ACZA WOOD POLES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WARRANTOR BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED AND WHETHER OR NOT DUE TO ANY DEFICIENCY OR NEGLIGENCE IN MANUFACTURING, AND WHETHER OR NOT RELATING TO LOSS, DAMAGE, DEATH OR INJURY ARISING OUT OF OR RELATING TO THE PURCHASE OR USE OF CHEMONITE® ACZA WOOD POLES.

This warranty shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules.