

USER INFORMATION

This wood has been preserved by pressure-treatment with an EPA-registered pesticide containing inorganic arsenic to protect it from insect attack and decay. Wood treated with inorganic arsenic should be used only where such protection is important.

Inorganic arsenic penetrates deeply into and remains in the pressure-treated wood for a long time. However, some chemical may migrate from treated wood into surrounding soil over time and may also be dislodged from the wood surface upon contact with skin. Exposure to inorganic arsenic may present certain hazards. Therefore, the following precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood.

For additional information on Chromated Copper Arsenate (CCA) treated wood products, go to

http://www.epa.gov/oppad001/reregistration/cca/cca_consumer_safety.htm

USE SITE PRECAUTIONS

- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites would be use of mulch from recycled arsenic-treated wood, cutting boards, counter tops, animal bedding, and structures or containers for storing animal feed or human food.
- Treated wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as docks and bridges.

IMPORTANT INFORMATION

- Do not burn preserved wood.
- Wear NIOSH N95 dust mask and goggles when cutting or sanding wood.
- Wear gloves when working with wood.
- Some preservative may migrate from the treated wood into soil/water or may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.
- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Wash work clothes separately from other household clothing before reuse.
- Preserved wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as fresh water docks and bridges.
- Do not use preserved wood under circumstances where the preservative may become a component of food, animal feed, or beehives.
- Do not use preserved wood as mulch.
- Only preserved wood that is visibly clean and free of surface residue should be used.
- If the wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.
- Disposal Recommendations - Preserved wood may be disposed of in landfills or burned in commercial or industrial incinerators or boilers in accordance with federal, state, and local regulations.
- If you desire to apply a paint, stain, clear water repellent, or other finish to your preservative treated wood, we recommend following the manufacturer's instructions and label of the finishing product. Before you start, we recommend you apply the finishing product to a small exposed test area before completing the entire project to insure it provides the intended result before proceeding.
- Projects should be designed and installed in accordance with federal, state, and local building codes and ordinances governing construction in your area and in accordance with the National Design Specifications (NDS) and the Wood Handbook.
- Mold growth can and does occur on the surface of many products, including untreated and treated wood, during prolonged surface exposure to excessive moisture conditions. To remove mold from the treated wood surface, wood should be allowed to dry. Typically, mild soap and water can be used to remove remaining surface mold. For more information visit www.epa.gov.
- Use wood preservatives safely. Always read the label and product information before use.

The CCA Utility Pole/ Crossarm Wood Product

50 YEAR

LIMITED WARRANTY



**For more information call 800-585-5161
or visit www.kopperspc.com.**

CCA products are treated with Chromated Copper Arsenate. CCA products are produced by independently owned and operated wood preserving facilities. © 1/2022



THE CCA UTILITY POLE/CROSSARM WOOD PRODUCT 50 YEAR LIMITED WARRANTY ("50 YEAR LIMITED WARRANTY")

WHAT IS COVERED

This 50 Year Limited Warranty is for utility poles/crossarms pressure treated with CCA (Chromated Copper Arsenate) ("CCA Utility Pole/Crossarm Wood Product"). For a period of 50 years from the date of original purchase, Koppers Performance Chemicals Inc. ("KPC") will provide original purchasers or "first-owners" of CCA Utility Pole/Crossarm Wood Product that "structurally fails" either, in KPC's sole discretion, replacement CCA Utility Pole/Crossarm Wood Product (CCA Utility Pole/Crossarm Wood Product only) for the CCA Utility Pole/Crossarm Wood Product that "structurally fails" or a refund of the monetary equivalent of the CCA Utility Pole/Crossarm Wood Product that "structurally fails" up to the original purchase price.

This 50 Year Limited Warranty is not transferable from an original purchaser or "first-owner" to any subsequent owner, or successor of the CCA Utility Pole/Crossarm Wood Product.

"First-owners" means the original owner-of-record of the CCA Utility Pole/Crossarm Wood Product at the time the CCA Utility Pole/Crossarm Wood Product was installed.

"Structurally fails" means the inability of CCA Utility Pole/Crossarm Wood Product to perform its intended function due to fungal decay or termite attack. "Fungal decay" means attack by wood destroying fungi that disintegrate the wood cell walls, but excludes surface mold, mildew, and/or fungi associated with the appearance or "weathering" of wood. "Weathering" of wood is not fungal decay of any type.

TO IDENTIFY A CCA UTILITY POLE/CROSSARM WOOD PRODUCT BRAND WOOD PRODUCT, LOOK FOR THE BURN BRAND OR TAG

It's easy to identify CCA Utility Pole/Crossarm Wood Product. Simply look for the burn brand or tag on each CCA Utility Pole/Crossarm Wood Product. The burn brand or tag should incorporate the name of the CCA Treated Utility Pole/Crossarm Wood Product producer including the name of the production plant, month/year of production, the pole species and preservative, and the utility pole class and length. In the event of a claim, it will be necessary to present evidence of the burn brand or tag information for all CCA Utility Pole/Crossarm Wood Product that is claimed to have structurally failed.

BURN BRAND

Koppers Plant Designation
Year of Treatment
CCA Retention
Class and Length
Wood Species

WARRANTY CONDITIONS

This 50 Year Limited Warranty applies only if each of the following conditions are met:

- CCA Utility Pole/Crossarm Wood Product must be used only in a utility structure in an application or way that is consistent with its intended end use (as defined by the National Electric Safety Code for the year of manufacture).
- CCA Utility Pole/Crossarm Wood Product must be treated solely with CCA manufactured by KPC in accordance with the American Wood Protection Association (AWPA) U1 and T1 Standards (as may be updated from time to time).
- CCA Utility Pole/Crossarm Wood Product must bear, at the time a claim is made, (1) a brand or tag that incorporates the name of the CCA Utility Pole/Crossarm Wood Product producer including the month/year of production and (2) the mark(s) of a quality assurance program or an independent inspection agency showing acceptance to the AWPA U1 and T1 Standards (as may be updated from time to time).

WARRANTY EXCLUSIONS

This 50 Year Limited Warranty does not cover:

- Any structures other than CCA Utility Pole/Crossarm Wood Product used in a utility structure in an application or way that is consistent with its intended end use (as defined by the National Electric Safety Code for the year of manufacture).
- The structural failure of CCA Utility Pole/Crossarm Wood Product where the CCA Utility Pole/Crossarm Wood Product has been cross cut or surfaced (sanded/planed/etc.).
- The structural failure of CCA Utility Pole/Crossarm Wood Product caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, cupping, twisting, warping, shrinkage, swelling, or any other physical or aesthetic property of the wood.
- The corrosion of fasteners, hardware, or any other material(s), including metal materials used, in conjunction with, or to wrap or encapsulate CCA Utility Pole/Crossarm Wood Product, or structural failure resulting from such an occurrence.
- The delamination of CCA Utility Pole/Crossarm Wood Product.
- Mold, mildew, or fungal growth on CCA Utility Pole/Crossarm Wood Product that is aesthetic.
- Damage to CCA Utility Pole/Crossarm Wood Product other than structural failure.

HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the CCA Treated Utility Pole/Crossarm Wood Product purchase receipt(s) from your CCA Treated Utility Pole/Crossarm Wood Product supplier. In addition, KPC requires an itemized list of the damage to all CCA Treated Utility Pole/Crossarm Wood Product, a photograph of the pole, identification of the pole owner and the address of the pole, a photo of the pole identification tag (if available), a burn brand or tag that incorporates the name or the CCA Treated Utility Pole/Crossarm Wood Product producer including the name of the production plant, month/year of production, the pole species and preservative, and the utility pole class and length.

Send this information to:

Koppers Performance Chemicals Inc.

Attn: Consumer Affairs

P. O. Drawer O

Griffin, Georgia 30224-0249

Subject to the terms, conditions, limitations and exclusions of this 50 Year Limited Warranty, KPC will, within sixty (60) days from the date of receipt of notice of your claim, and upon receipt of the proper documentation, make available to you replacement CCA Utility Pole/Crossarm Wood Product in exchange for CCA Utility Pole/Crossarm Wood Product that structurally failed or, in KPC's sole discretion, refund the monetary equivalent of such CCA Utility Pole/Crossarm Wood Product, up to the original purchase price. KPC reserves the right to have a representative inspect all CCA Utility Pole/Crossarm Wood Product which is claimed to have structurally failed prior to its removal from service. If access for inspection is denied or should the inspection reveal that in service conditions were modified or changed prior to inspection, or that the requirements of this 50 Year Limited Warranty are not met, KPC shall have no obligation under this 50 Year Limited Warranty.

LIMITATIONS OF REMEDIES AVAILABLE

By purchase, acceptance, receipt, or use of CCA Utility Pole/Crossarm Wood Product, the original purchaser or first-owner of CCA Utility Pole/Crossarm Wood Product accepts the terms, conditions, limitations and exclusions contained in this 50 Year Limited Warranty.

The only obligation of KPC and the exclusive remedy available under this 50 Year Limited Warranty is limited to, in KPC's sole discretion, providing replacement CCA Utility Pole/Crossarm Wood Product (CCA Utility Pole/Crossarm Wood Product only) for CCA Utility Pole/Crossarm Wood Product that structurally fails or refund of the monetary equivalent of such CCA Utility Pole/Crossarm Wood Product, up to the original purchase price. KPC is not responsible for any costs associated with removal or disposal of any CCA Utility Pole/Crossarm Wood Product or delivery or installation of the replacement CCA Utility Pole/Crossarm Wood Product. TO THE EXTENT PERMITTED BY APPLICABLE LAW, KPC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL KPC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This 50 Year Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state. To the extent permitted by applicable law, this 50 Year Limited Warranty is governed by and construed in accordance with the laws of the State of Georgia. Subject to the other terms, conditions, limitations and exclusions in this 50 Year Limited Warranty, any action for breach of this 50 Year Limited Warranty must be commenced within one (1) year after you knew or should have known of the occurrence of the structural failure. The parties agree that they will resolve their disputes on an individual basis, and that any claims brought under this 50 Year Limited Warranty or in connection with the CCA Utility Pole/Crossarm Wood Product must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The parties further agree that they shall not participate in any class action (existing or future) brought by any third party arising under this 50 Year Limited Warranty or in connection with the CCA Utility Pole/Crossarm Wood Product. If this class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then it will not apply to those parts. KPC's failure at any time to enforce any of the terms, conditions, limitations or exclusions stated in this 50 Year Limited Warranty shall not be construed to be a waiver of such provisions.

This 50 Year Limited Warranty constitutes the complete and exclusive agreement between you and KPC with respect to the subject matter contained in this 50 Year Limited Warranty and supersedes any and all prior oral or written agreements or representations. Any and all representations, promises, warranties or statements by KPC or its agents that differ in any manner from the terms of this 50 Year Limited Warranty are of no force or effect unless in writing, signed by a duly authorized officer of KPC.

Invalidity or unenforceability of any provision of this 50 Year Limited Warranty shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect

This 50 Year Limited Warranty is valid only for CCA Utility Pole/Crossarm Wood Product used in the continental United States, Alaska and Hawaii.

This 50 Year Limited Warranty applies to CCA Utility Pole/Crossarm Wood Product purchased after [____], 2021, unless superseded. For more information call 800-585-5161, or visit www.kopperspc.com.