

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.

HANDLING PRECAUTIONS

- Dispose of treated wood by ordinary trash collection. Treated wood should not be burned in open fires or in stoves, fireplaces, or residential boilers because toxic chemicals may be produced as part of the smoke and ashes. Treated wood from commercial or industrial use (e.g., construction sites) may be burned only in commercial or industrial incinerators or boilers in accordance with state and Federal regulations.
- Avoid frequent or prolonged inhalation of sawdust from treated wood. When sawing, sanding and machining treated wood, wear a dust mask. Whenever possible, these operations should be performed outdoors to avoid indoor accumulations or airborne sawdust from treated wood.
- When power-sawing and machining, wear goggles to protect eyes from flying particles.
- Wear gloves when working with the wood. After working with the wood, and before eating, drinking, toileting, and use of tobacco products, wash exposed areas thoroughly.
- Because preservatives or sawdust may accumulate on clothes, they should be laundered before reuse. Wash work clothes separately from other household clothing.

Dura Climb
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. © 2/2015

This warranty extends ONLY to the original owner of the Chromated Copper Arsenate (CCA) treated pole, and is good for fifty (50) years from the date of first purchase. A 50 year limited warranty for CCA treated wood poles (treated to a minimum 0.60 pcf preservative retention level) in accordance with AWPA Standard T1-12 Section D.

Subject to the terms, conditions and limitations contained in this Warranty, Koppers Performance Chemicals Inc. (Koppers PC) warrants to the original owner (who is the final end user) of an Koppers PC CCA-treated wood pole that for a period of 50 years from the date of original purchase that 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 original pole will be entitled, as the sole and exclusive remedy, to pro-rata reimbursement of the original price paid for the non-conforming Koppers PC wood pole.

- *“Structurally unfit” shall be defined as the inability of a properly treated CCA wood pole to perform its intended function in a given application where the material has been used within an appropriate design not exceeding the material’s reasonable limitations, due to fungal decay or termites.*

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 Koppers PC CCA Treated Wood Pole purchase receipt(s) from your CCA pole supplier. In addition, Koppers PC requires an itemized list of the damage to all CCA Treated Wood Poles, 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 Koppers PC wood pole producer including the name of the production plant, month/year of production, the pole species and preservative, and the circumference class and length. Send this information to:

KOPPERS PERFORMANCE CHEMICALS INC.

ATTN: CONSUMER AFFAIRS

P. O. DRAWER 0 • GRIFFIN, GEORGIA 30224-0249

Koppers PC will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to reimburse on a pro-rata basis the cost of the original price paid for the non-conforming Koppers PC CCA treated wood pole. Koppers PC reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from service.

FOR CLARIFICATION PURPOSES, THE WARRANTY OFFERED HEREIN APPLIES TO KOPPERS PC CCA TREATED WOOD POLES, AND NOT TO ALL KOPPERS PC CCA PRODUCTS. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, KOPPERS PC SHALL NOT BE LIABLE HEREUNDER FOR ANY OF THE FOLLOWING: (A) DAMAGE TO ANY KOPPERS PC POLE RESULTING FROM ANY CAUSE OTHER THAN TERMITES OR FUNGAL DECAY; (B) DAMAGE TO ANY KOPPERS PC POLE THAT HAS BEEN USED IN A NON-UTILITY STRUCTURE OR A STRUCTURE OUTSIDE OF THE USA OR USED FOR AN APPLICATION OR IN A MANNER 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 KOPPERS PC POLE THAT WAS NOT PRESSURE-TREATED SOLELY WITH KOPPERS PC CCA AND IN ACCORDANCE WITH THE AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) STANDARD U1 (AS MAY BE UPDATED FROM TIME TO TIME); OR (D) DAMAGE TO ANY Koppers PC POLE THAT DOES NOT BEAR (I) A BRAND OR TAG THAT INCORPORATES THE NAME OF THE KOPPERS PC WOOD POLE PRODUCER INCLUDING MONTH/YEAR OF PRODUCTION WITH QUALITY ASSURANCE PROGRAM AND (II) THE MARK(S) OF A QUALITY ASSURANCE PROGRAM OR AN INDEPENDENT INSPECTION AGENCY SHOWING ACCEPTANCE TO AWPA STANDARD U1.

KOPPERS PC SHALL NOT BE RESPONSIBLE FOR INSTALLATION, REPAIR, CONSTRUCTION, LABOR OR SIMILAR COSTS, OR FOR ANY COSTS OR DAMAGE WHICH MAY BE ASSOCIATED WITH , WEATHERING OF THE WOOD INCLUDING BUT NOT LIMITED TO RAISED GRAIN, SPLITTING, CHECKING, SWELLING, TWISTING, WARPING, SHRINKAGE, SWELLING, OR ANY OTHER PHYSICAL PROPERTIES OF THE WOOD. KOPPERS PC SHALL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE REMOVAL OF DAMAGED WOOD POLES OR DELIVERY OR INSTALLATION OF THE REPLACEMENT PRODUCTS.

BY PURCHASING OR ACCEPTING OWNERSHIP OF AN KOPPERS PC WOOD POLE, OWNER ACCEPTS AND ACKNOWLEDGES, AND KOPPERS PC HEREBY STATES, THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, COVENANTS, AGREEMENTS, PROMISES, COMMITMENTS, DUTIES OR CARE OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT

LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH KOPPERS PC HEREBY SPECIFICALLY DISCLAIMS, AND THERE ARE NO OTHER REPRESENTATIONS WHATSOEVER WITH RESPECT TO KOPPERS PC WOOD POLES EXCEPT THE LIMITED WARRANTY GIVEN HEREUNDER. ONLY KOPPERS PC 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 KOPPERS PC WOOD POLES.

TO THE MAXIMUM PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KOPPERS PC BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF CAUSE AND WHETHER DUE TO ANY NEGLIGENCE OR DEFICIENCY IN MANUFACTURING, LOSS, DAMAGE, DEATH, OR INJURY ARISING OUT OF THE USE OR PURCHASE OF KOPPERS PC WOOD POLES, OR ANY CLAIM BASED UPON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. KOPPERS PC IS NOT RESPONSIBLE FOR ANY MOLD GROWTH ON THE CCA TREATED WOOD POLE.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY KOPPERS PC IN RELATION TO WOOD POLE(S) TREATED WITH KOPPERS PC CCA AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KOPPERS PC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION, OR CREATE ADDITIONAL IMPLIED WARRANTIES.

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 WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

This warranty is valid only in the United States.