

USER INFORMATION

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.

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.
- 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.
- Do not use treated wood in an interior application.
- 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.
- Do not apply any third-party paints, stains, clear water repellents, or other finish to the preservative treated wood.
- 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 DCOI Utility Pole/Crossarm Wood Product

50 YEAR

LIMITED WARRANTY



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

DCOI products are treated with Dichloro-Octy-Isothiazolin. DCOI products are produced by independently owned and operated wood preserving facilities. © 6/2022

THE DCOI 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 DCOI (4,5-Dichloro-2-N-Octyl-4-Isothiazolin-3-One) (“DCOI 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 DCOI Utility Pole/Crossarm Wood Product that “structurally fails” either, in KPC’s sole discretion, replacement DCOI Utility Pole/Crossarm Wood Product (DCOI Utility Pole/Crossarm Wood Product only) for the DCOI Utility Pole/Crossarm Wood Product that “structurally fails” or a refund of the monetary equivalent of the DCOI 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 DCOI Utility Pole/Crossarm Wood Product.

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

“Structurally fails” means the inability of DCOI 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 DCOI UTILITY POLE/CROSSARM WOOD PRODUCT BRAND WOOD PRODUCT, LOOK FOR THE BURN BRAND OR TAG

It’s easy to identify DCOI Utility Pole/Crossarm Wood Product. Simply look for the burn brand or tag on each DCOI Utility Pole/Crossarm Wood Product. The burn brand or tag should incorporate the name of the DCOI 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 DCOI Utility Pole/Crossarm Wood Product that is claimed to have structurally failed.

BURN BRAND

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

WARRANTY CONDITIONS

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

- DCOI 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).
- DCOI Utility Pole/Crossarm Wood Product must be treated solely with DCOI manufactured by KPC in accordance with the American Wood Protection Association (AWPA) U1 and T1 Standards (as may be updated from time to time).
- DCOI 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 DCOI 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).
- Ground line inspection and treatment for DCOI Utility Pole/Crossarm Wood Product shall have followed the same procedure and schedule as for other AWPA Standard and American National Standards Institute (ANSI) Standard oil borne preserved poles as published in RUS BULLETIN 1730B-121 or an equivalent accepted industry schedule.
- DCOI Utility Pole/Crossarm Wood Product moved from its original set shall have an effective commercial preservative protective wrap applied prior to resetting.

- If KPC DCOI is replacing an oil-borne preservative, the DCOI Utility Pole/Crossarm Wood Product must be treated to an equal or higher Use Category retention as listed in the AWPA Book of Standards (BOS).
- If KPC DCOI is replacing a water-borne preservative, the DCOI Utility Pole/Crossarm Wood Product must be treated to Use Category 4C retention as defined by AWPA BOS U1 COMMODITY SPECIFICATION D: POLES.
- Douglas fir DCOI Utility Pole/Crossarm Wood Product must, prior to treatment, be prepared in the groundline zone by deep incising, radial drilling, or through-boring to the minimum standard listed in AWPA BOS U1 COMMODITY SPECIFICATION D: POLES.

WARRANTY EXCLUSIONS

This 50 Year Limited Warranty does not cover:

- The use of DCOI Utility Pole/Crossarm Wood Product in any structures, applications, or manner that is inconsistent with its intended end use (as defined by the National Electric Safety Code for the year of manufacture).
- The structural failure of DCOI Utility Pole/Crossarm Wood Product where the DCOI Utility Pole/Crossarm Wood Product has been cross cut or surfaced (sanded/planed/etc.).
- The structural failure of DCOI 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 DCOI Utility Pole/Crossarm Wood Product, or structural failure resulting from such an occurrence.
- The delamination of DCOI Utility Pole/Crossarm Wood Product.
- Mold, mildew, or fungal growth on DCOI Utility Pole/Crossarm Wood Product that is aesthetic.
- Damage to DCOI Utility Pole/Crossarm Wood Product other than structural failure.
- Damage or failure of the DCOI Utility Pole/Crossarm Wood Product if the pole or crossarm does not meet ANSI Standard 05.1 or ANSI Standard 05.3.

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 DCOI Treated Utility Pole/Crossarm Wood Product purchase receipt(s) from your DCOI Treated Utility Pole/Crossarm Wood Product supplier. In addition, KPC requires an itemized list of the damage to all DCOI 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 DCOI 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 0
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 DCOI Utility Pole/Crossarm Wood Product in exchange for DCOI Utility Pole/Crossarm Wood Product that structurally failed or, in KPC’s sole discretion, refund the monetary equivalent of such DCOI Utility Pole/Crossarm Wood Product, up to the original purchase price. KPC reserves the right to have a representative inspect all DCOI 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 DCOI Utility Pole/Crossarm Wood Product, the original purchaser or first-owner of DCOI 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 DCOI Utility Pole/Crossarm Wood Product (DCOI Utility Pole/Crossarm Wood Product only) for DCOI Utility Pole/Crossarm Wood Product that structurally fails or refund of the monetary equivalent of such DCOI 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 DCOI Utility Pole/Crossarm Wood Product or delivery or installation of the replacement DCOI 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 DCOI 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 DCOI 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 DCOI Utility Pole/Crossarm Wood Product used in the continental United States, Alaska and Hawaii.

This 50 Year Limited Warranty applies DCOI Utility Pole/Crossarm Wood Product purchased after June 15, 2022, unless superseded. For more information call 800-585-5161, or visit www.kopperspc.com