



50-YEAR LIMITED WARRANTY

For DCOI Treated Wood Poles and Crossarms

The warrantor, Viance®, LLC. ("Viance"), extends this 50-Year Limited Warranty to an Original Owner(s) (as defined below) of Ultrapole™ NXT DCOI treated pole or crossarm, and is good for fifty (50) years from the date of first purchase.

Subject to the terms, conditions and limitations contained in this 50-Year Limited Warranty, Viance warrants to the original owner of an Ultrapole NXT DCOI treated wood pole or crossarm, for a period of 50 years following the date of original purchase that such pole or crossarm will not suffer damage caused by termite attack or fungal decay that makes the pole or crossarm 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 or crossarm will be entitled, as the sole and exclusive remedy, to reimbursement of the original price paid for the non-conforming Ultrapole NXT wood pole or crossarm.

Before approving any warranty claim, Viance may require owner to send photographs and pieces of the damaged wood. In addition, at the request of Viance, 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, Viance shall NOT be liable hereunder for any of the following:

- a) damage to any Ultrapole NXT pole or crossarm resulting from any cause other than termite attack or fungal decay;
- b) damage to any Ultrapole NXT pole or crossarm 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 Ultrapole NXT pole or crossarm that was not pressure-treated in accordance with the American Wood Protection Association (AWPA) Standard U1 or
- d) damage to any Ultrapole NXT pole or crossarm that does not bear
 - i. a brand or tag that incorporates the name of the Ultrapole NXT wood pole or crossarm 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 Viance shall not be responsible for, removal, installation, reinstallation, repair, construction, freight, labor or similar costs, or for any costs or damage which may be associated with the natural characteristic of some wood to split, check, crack, warp, twist, weather, erode or other similar changes in the wood.

Ground line inspection and treatment shall follow the same procedure and schedule as for penta and other oil borne preserved poles. The schedule published in RUS BULLETIN 1730B-121 or an equivalent accepted industry schedule shall be followed. Poles moved from their original set shall have an effective commercial preservative protective wrap applied prior to resetting.

BY PURCHASING OR ACCEPTING OWNERSHIP OF AN ULTRAPOLE NXT WOOD POLE OR CROSSARM, OWNER ACCEPTS AND ACKNOWLEDGES, AND VIANCE HEREBY STATES, THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, COVENANTS, AGREEMENTS, PROMISES, COMMITMENTS, 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 VIANCE HEREBY SPECIFICALLY DISCLAIMS, AND THERE ARE NO OTHER REPRESENTATIONS WHATSOEVER WITH RESPECT TO ULTRAPOLE NXT WOOD POLES OR CROSSARMS EXCEPT THE LIMITED WARRANTY GIVEN HEREUNDER. ONLY VIANCE 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 ULTRAPOLE NXT WOOD POLES OR CROSSARMS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIANCE 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 ULTRAPOLE NXT WOOD POLES OR CROSSARMS.

HOW TO MAKE CLAIMS

To make a claim under this warranty, an Original Owner must send to the address below within 30 days of discovery of the damage covered hereunder, the original purchase invoice, or other proof showing that the Ultrapole NXT pole or crossarm was purchased from Viance licensee or its authorized supplier, to:

Viance, LLC.
Att: Ultrapole NXT Warranty Claim Administrator
8001 IBM Drive, Charlotte, NC 28262.
email: warranty@viance.net