



30-Year Limited Transferrable Warranty

This limited warranty (“Warranty”) of Hubbell Power Systems, Inc. (“Hubbell”) applies only to new CHANCE® brand helical piles and ATLAS RESISTANCE® brand piers and their Hubbell physical hardware in the original installation (“Products”).

I. 30-YEAR LIMITED WARRANTY

When installed by an installer certified by Hubbell to install the warranted product (“Certified Installer” and sometimes referred to as a “CHANCE Certified Installer”), Hubbell warrants that the Products will be free of defects in material and workmanship for a period of thirty (30) years (the “Warranty Period”) from the date installation is completed (“Installation Date”). Should the Products fail to perform as warranted, subject to the limitations and exclusions contained herein, Hubbell’s sole and exclusive obligation under this Warranty shall be, at its option, to repair or replace the Products free of charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or re-installation of the original, repaired or replacement Products, which costs are the responsibility of the installer, property owner or other third party. This Warranty is subject to the terms and conditions below, including proper registration of the Warranty.

II. EXCLUDED PRODUCTS

Used Products and Products utilized in solar foundations, street light foundations and/or utility installations are specifically excluded from this Warranty.

III. 30-YEAR LIMITED WARRANTY REGISTRATION REQUIREMENTS

In order for this Warranty to be valid, all Products must be registered with Hubbell by whomever owns the real property at the time of Product installation (“Original Owner”). To register the Products, the Original Owner must submit the online product registration form to Hubbell within 180 days of the Installation Date, available at ChanceFoundationSolutions.com/Register. If the Original Owner fails to submit the Warranty Registration Documents within 180 days of the Installation Date, a Subsequent Property Owner, at his/her own cost, may solicit the original Certified Installer of the Product to re-inspect the Product installation. If the original Certified Installer is willing to inspect the project and confirms that the installed Products are without alteration, modification, misuse or damage and were properly installed, then the original Certified Installer may sign Hubbell’s “Installation Verification Form” which must be sent to Hubbell with the Warranty Registration Documents; however, the Warranty Registration Documents with Hubbell’s Installation Verification Form MUST ALL BE RECEIVED NO LATER THAN ONE YEAR from the Installation Date in order for this Warranty to be valid.

IV. LIMITED WARRANTY

Notwithstanding any other provisions contained in this document, this Warranty does not apply to or include any movement, defects, damage and/or injury (up to and including wrongful death) related to or arising out of: (i) any acts of God, including, without limitation, earthquake, severe wind, flood, fire, vandalism, drought, excessive soil saturation, change in the water table, further or new subsidence or sinkhole, and/or any change in any existing subsidence or sinkhole; (ii) any existing concrete, foundation, slab, wall and/or footing which is defective, insufficient or inadequate in width, thickness, material, design, structural integrity and/or strength; (iii) any act, negligence, error, omission or conduct by anyone other than Hubbell; (iv) any error, omission or defect in any design, engineering or testing by the Original Property Owner, New Property Owner (defined below) or any Subsequent Property Owner(s) and/or their respective agents or other third parties; (v) any unknown or hidden conditions; (vi) movement due to or arising out of any differential settlement of any portions of any improvement which was not underpinned with the Product; (vii) the modification, alteration, or damage to the Product occurring after shipment from Hubbell; (viii) modification, alteration or damage to any portion of the structure, foundation or property upon which the Product is reliant; (ix) use of the Product in a manner that is not standard in the industry or reasonably anticipated by Hubbell or combination of the Product with other products or materials inconsistent with Hubbell’s instructions; and/or (x) in the event no notice of defect is given to Hubbell prior to the Original Property Owner transferring or assigning legal title to the property to the New Property Owner as provided herein or in the event no notice of defect is given to Hubbell prior to the New Property Owner transferring or assigning legal title to the property to the Subsequent Property Owner as provided herein.

V. DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTY PROVIDED IN SECTION IV IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

VI. LIMITATION OF LIABILITY

IN NO EVENT SHALL HUBBELL (OR ITS SUCCESSORS, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND/OR SUBSIDIARIES) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES.



TIAL, EXEMPLARY, MULTIPLE OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST THE ORIGINAL PROPERTY OWNER OR ANY SUBSEQUENT PROPERTY OWNER OR THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS OR REPLACE- MENT PRODUCTS. IN NO EVENT SHALL HUBBELL'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS OF ANY KIND WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH, OR RESULTING FROM HUB- BELL'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE PRODUCT(S) THAT GIVES RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH PRODUCT(S).

** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*

VI. TRANSFER OF WARRANTY

This Warranty (in its entirety) may be transferred and assigned by the Original Property Owner to his/her/its first transferee(s) of legal title to the property ("New Property Owner") and such warranty period for the New Property Owner is limited to the remainder of the original thirty (30) year Warranty Period of the Products. To be valid, each and every Warranty transfer must be completed within one hundred eighty (180) days of closing on the transfer of the property. This Warranty may only be transferred by a valid Warranty holder to its subsequent property owner ("Subsequent Property Owner"). If at any point during the Warranty Period a property owner fails to transfer the Warranty to the next owner within one hundred eighty (180) days of closing, the Warranty will become void and in- valid as of the date of that transfer of the property. In no event may this Warranty (or any right, claim or action hereunder) be transferred or assigned in whole or part, to any person(s) and/or entity who/which does not then own legal title to the property on which the Product is installed, nor may this War- ranty be transferred or assigned to any person or entity which holds equitable and/or beneficial title but not legal title to the

property, nor may any right, claim and/or cause of action be transferred separate or apart from this Warranty. Any violation of the foregoing shall void this Warranty, and all existing and future claims. To transfer this Warranty, please complete the Transfer of Warranty form along with the Warranty Product Registration e-mail and mail to: Hubbell Power Systems, Inc., 210 North Allen Street, Centralia, MO 65240 Attention: Customer Service Civil Warranty Administration.

VII. WARRANTY CLAIMS

Only Products that have been registered with Hubbell under Section III above will qualify for claim consideration under this Warranty. Pursuant to the terms of the Warranty, any Products that exhibit defects in material or workmanship within the 30- year Warranty Period must be brought to the attention of the original Certified Installer of the Product. In addition, a warranty claim form must be completed by the property owner and sub- mitted to Hubbell. To file a claim, send the completed Warranty Claim Form and copies of the Warranty Product Registration e-mail, Product bill of sale, Installer's Certification Card, and Certified Installer's installation warranty to: Hubbell Power Systems, Inc., 210 North Allen Street, Centralia, MO 65240; At- tention: Customer Service Civil Warranty Administration/War- ranty Claim. Once the warranty claim is received, Hubbell will evaluate the Products, which may require an on-site inspection and/or return of Products to Hubbell. If the Products are found to be defective and have not already been returned to Hubbell, a Return Material Authorization may be issued by Hubbell and the return freight costs will be covered by Hubbell. The defec- tive Products will then be repaired or replaced and delivered to the Property Owner at no charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or re-installation of the original, repaired or replacement Products, which costs are the responsibility of the installer, property owner or other third party.

¹To determine if an installer is a Certified Installer ask to see a valid Hubbell CHANCE Certified Installer certification card at the time of installation or call Hubbell at 877-682-8565. A copy of the certification card must be provided with a Warranty Claim. If the Product is installed by a non-Certified Installer, Hubbell only warrants that the Products will be free of defects in material and workmanship for one (1) year from installation, unless otherwise specified in writing between the non-Certified Installer and Hubbell.



Frequently Asked Questions

Q. WHAT DOES THE WARRANTY COVER?

A. The Warranty applies only to Products manufactured by Hubbell under the CHANCE® brand helical pile and ATLAS RESISTANCE® brand pier names that are registered and installed by a Certified Installer (ask for a copy of installer's official CHANCE Certified Installer card). The Warranty excludes solar foundations, street light foundations and utility installations.

Q. WHAT DOES THE WARRANTY DO?

A. Hubbell warrants that the Products will be free of defects in material and workmanship for thirty (30) years from date of installation of the Products. If the Products are defective, Hubbell will repair or replace (at its discretion) the defective Products free of charge.

Q. DOES THE WARRANTY INCLUDE THE COSTS OF LABOR?

A. No, the Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or re-installation of original, repaired or replacement Products. Such costs are the responsibility of the Certified Installer, Property Owner or other third party.

Q. HOW DO I REGISTER FOR THE WARRANTY?

A. Register online at [ChanceFoundationSolutions.com/ Register](http://ChanceFoundationSolutions.com/Register). Registration documentation will be sent via e-mail. In order for the warranty to be valid, all Hubbell Products must be registered within 180 days of the installation start date.

Q. WHAT IF I AM NOT THE ORIGINAL PROPERTY OWNER? CAN THE WARRANTY BE TRANSFERRED TO ME?

A. Yes, the Original Property Owner can transfer and assign the Warranty. See the Transfer of Warranty section for the transfer requirements, including timing.

Q. CAN I CHOOSE THE INSTALLER?

A. To obtain the Warranty, the products must be installed by an installer certified by Hubbell. If the product is not installed by a Certified Installer, the Warranty Period will be limited to one (1) year from the date of installation.

Q. HOW CAN I MAKE SURE MY INSTALLER IS A CERTIFIED INSTALLER?

A. Ask to see their certification card or call 877-682-8565 to verify that their certification is current.

Q. WHAT IF THE BUILDER OR CONTRACTOR CHOOSES AN INSTALLER THAT IS NOT A CERTIFIED INSTALLER?

A. You will be subject to that installer's warranty and a one (1) year warranty period from Hubbell. Therefore, to benefit from Hubbell's 30-Year Limited Transferrable Warranty, you should request a Certified Installer.

Q. ARE THERE ANY OTHER THINGS THAT COULD HAPPEN TO VOID THE WARRANTY?

A. Yes, Hubbell is not responsible for movement, defects, injury or damages (including death) caused by any of the following:

- any acts of God, such as, any earthquake, severe wind, flood, fire, vandalism, drought, excessive soil saturation, change in the water table, further or new subsidence or sinkhole, and/or any change in any existing subsidence or sinkhole;
- if the existing concrete, foundation, slab, wall and/or footing is defective, insufficient or inadequate in width, thickness, structural integrity and/or strength;
- any act, negligence, error, omission or condition by anyone other than Hubbell;
- any error, omission or defect in any design, engineering and/or testing by the Original Property Owner, New Property Owner, Subsequent Property Owner or their respective agents, other contractors or professionals;
- any unknown or hidden conditions;
- movement due to or arising out of any differential settlement of any portions of any improvement which was not underpinned with the Products;
- if the Original, New or Subsequent Property Owner or any third party in any way modifies or changes the Products or any portion of the structure, foundation or property upon which the Products are reliant; and/or
- in the event no notice of defect is given to Hubbell prior to the Original Property Owner transferring or assigning legal title to the property to the New Property Owner as provided herein, or in the event no notice of defect is given to Hubbell prior to the New Property Owner transferring or assigning legal title to the property to the Subsequent Property Owner as provided herein.

