



Limited Warranty for RS Composite Utility Poles

When used in accordance with the guidelines and specifications of RS Technologies Inc. ("RS"), RS composite utility poles are hereby covered by a Limited Warranty, subject to the terms and conditions contained herein (the "Warranty").

RS warrants that its composite utility poles will be fit for use. If an RS module, pole or structure fails within forty one (41) years of the date of purchase, RS will supply a replacement module, pole or structure, as applicable, at no cost, subject to the terms and conditions contained herein. RS's obligation under the Warranty is limited to supplying a replacement module or series of modules, as applicable. RS will not be responsible for the cost of any related pole hardware, freight or delivery charges or any other expense(s) of any sort whatsoever.

1. **This Warranty COVERS RS composite utility poles that were:**

- 1.1. Purchased from RS or from an authorized representative of RS;
- 1.2. Used in utility or communication pole applications that have undergone an engineering and design review by RS;
- 1.3. Designed, assembled and installed in strict compliance with RS's recommendations, engineering service reports, and any relevant specifications and guidelines, including, but not limited to, those relating to handling and storage, assembly and installation; and
- 1.4. Used in utility or communication applications where the poles or structures have been configured and installed in accordance with a design approved by RS or an authorized representative of RS for specific load and installation conditions.

2. **This Warranty DOES NOT COVER:**

- 2.1. RS poles that exhibit damage inflicted by fire, explosion, hazardous chemical exposure, or vandalism;
- 2.2. RS poles that were damaged by or which failed due to the direct impact of any moving object;
- 2.3. RS poles damaged as a result of unsanctioned modifications to the structure, attachments, hardware and/or deviations from handling/assembly/installation guidelines, or negligence on the part of installers or users;
- 2.4. Any item that is attached, appended or connected in any way to the RS composite utility pole, including, but not limited to: cross arms, cross braces, pole bands, guying wires and tees, pole steps, ladders, insulators and support struts, ground wires and ground wire clips, transformers, switches, regulators, capacitors, assemblies or bolts, washers or nuts;
- 2.5. Any costs of transportation, insurance, customs, tariffs, storage, or restoration/utilization costs of any failed structure; or
- 2.6. Incidental or consequential damages or loss of revenue or profit for the asset owner (operator) or any third party(s) that may have arisen in connection with the failure in question.

3. **Claims Submission Process.** All claims under this Limited Warranty must be submitted to RS within thirty (30) days from the date of failure or date the damage is discovered, whichever is later:

RS Technologies Inc.
Attn: Customer Service
3553 31 Street NW
Calgary, Alberta T2L 2K7 CANADA

email: info@RSpoles.com
fax: +1 403 219 8001
phone: +1 403 219 8001
toll free: +1 877 219 8002

Claims shall be filed in written form and shall include a detailed description and photographs of the damaged module and/or pole, and any known information on possible causes of damage.

Before approving any claim, RS reserves the right to:

- 3.1. Evaluate and analyze any failed RS pole, structure or module;
- 3.2. Conduct root cause analysis on any failed RS pole, structure or module and the failure circumstances;
- 3.3. Review the historical ownership, proof of purchase, assembly, installation and use records of the pole, structure or module in question, to be supplied by the current and all previous asset owners (operators); and/or
- 3.4. Request the return of the pole, structure or module in question (or relevant portions thereof) for physical examination and review.

Howard Elliott
President & Chief Executive Officer
RS Technologies Inc.