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30-YEAR TRANSFERRABLE LIMITED WARRANTY

This limited warranty (this “Warranty”) of Hubbell Power Systems, Inc. (“Hubbell”) applies only to new Chance® helical piles, Chance® Instant Foundations®, and Atlas Resistance® piers, and the Hubbell physical hardware included in the original installation of these products (the “Products”).

LIMITED WARRANTY. When installed by an installer certified by Hubbell (“Certified Installer”)¹, 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 at Hubbell’s option. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or re-installation of the original, repaired or replacement Products. This Warranty is subject to the terms and conditions below, including proper registration of this Warranty.

EXCLUDED PRODUCTS. Used Products and Products utilized in electric distribution, substation, and/or transmission installations are specifically excluded from this Warranty.

30-YEAR LIMITED WARRANTY REGISTRATION REQUIREMENTS. In order for this Warranty to be valid, all Products must be registered within 180 days of the Installation Date by or on behalf of the owner of the real property as of the Installation Date (“Original Property Owner”) using Hubbell’s online “Product Registration Form” available at ChanceFoundationSolutions.com. This Warranty may only be transferred and assigned by a valid Warranty holder to such Warranty holder’s first transferee of legal title to the property (“Subsequent Property Owner”), as more fully provided below.

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 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 Products occurring after shipment from Hubbell; (viii) modification, alteration or damage to any portion of the structure, foundation or property upon which the Products are reliant;

¹ To determine if an installer is a Certified Installer, ask to see a valid Hubbell Chance® Certified Installer card at the time of installation. A copy of the certification card must be provided with a warranty claim. If the Products are 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.



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and/or (ix) use of the Products in a manner that is not standard in the industry or reasonably anticipated by Hubbell or combination of the Products with other products or materials inconsistent with Hubbell's instructions.

DISCLAIMER OF ALL OTHER WARRANTIES. THE WARRANTY PROVIDED IN HEREIN 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 PRODUCTS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL HUBBELL (OR ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND/OR SUBSIDIARIES) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, 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 REPLACEMENT 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 HUBBELL'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 PRODUCTS THAT GIVES RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH PRODUCTS.

TRANSFER OF WARRANTY. This Warranty (in its entirety) may only be transferred and assigned by a valid Warranty holder to the Subsequent Property Owner and subject to the terms contained herein. The Warranty Period for any Subsequent Property Owner is limited to the remainder of the original Warranty Period of the Products. To be valid, each and every Warranty transfer must be completed within one hundred eighty (180) days of the date legal title to the property is transferred. If at any point during the Warranty Period a property owner fails to transfer this Warranty to the next owner within one hundred eighty (180) days of the date legal title to the property is transferred, this Warranty will become void and invalid as of the date of the 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 Products are



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installed, nor may this Warranty 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 Hubbell's "Transfer of Warranty Form" available at ChanceFoundationSolutions.com and email it and a copy of the Warranty Registration confirmation e-mail to: civilwarranty@hubbell.com.

WARRANTY CLAIMS. Only Products that have been registered with Hubbell in accordance with the requirements herein will qualify for claim consideration under this Warranty. Any such Products exhibiting potential defects in material or workmanship must first be brought to the attention of the Certified Installer of the Product. If in the opinion of the Certified Installer of the Products such Products may be defective, Hubbell's "Warranty Claim Form" available at ChanceFoundationSolutions.com must be completed by or on behalf of the then-current property owner and submitted to Hubbell. To file a claim, email the completed Warranty Claim Form and copies of the required documents listed on that form to: civilwarranty@hubbell.com. 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 Hubbell confirms that Products are defective, the Products will be repaired or replaced, at Hubbell's sole option.

MODIFICATION OF WARRANTY. Hubbell reserves the right to modify or discontinue this Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.