



1421 Second Avenue NW
Stewartville, MN 55976

P: 1-507-533-6076
pupisales@geotek.com

PUP[®] Manufacturer's Warranty

GEOTEK warrants that PUP[®] utility poles, crossarms, and crossarm components including supplied hardware (the Products) are free from defects in material and workmanship and are suitable to perform the function for which they are intended for two years from the date of purchase. Our liability shall be limited to the replacement of any Product which may prove defective under normal and proper installation, usage and maintenance. This warranty does not extend to Products failure occasioned by collision, fire, wind, ice, earthquake, or other forces, or a combination of forces which produce stress upon product in excess of GEOTEK's relevant design specification. Replacement of products will be made F.O.B. our factory. A condition of this warranty shall be the return of damaged Product to our factory accompanied by proof of purchase and a report providing all available information and details on conditions prevailing at the time of failure. Failure to return the damaged Products will constitute acceptance of the Product and waiver of all claims under this warranty. We reserve the right to inspect conditions of usage and field application of Product and request further information to complete our investigation. If after investigation GEOTEK determines that the reported failure or defective condition was not covered by this warranty, it will be the owner's obligation to reimburse GEOTEK for its cost of investigation at its prevailing time and materials rate. We reserve the right to substitute another product of like or better quality as a replacement at GEOTEK's sole discretion.

This warranty will be void if any unauthorized alterations or modifications of any Product part or component has been made by owner or by any third party and/or if the installation, usage, or maintenance of the Product was, at the time of failure or prior to that time different from normal installation, usage or maintenance as specified by or relevant technical data included in application guides.

EXCEPT FOR THE FOREGOING WARRANTIES, GEOTEK HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OR INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE. THE LIABILITY OF GEOTEK, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT SHALL NOT BE GREATER THAN THE REPLACEMENT COST AS DESCRIBED ABOVE, OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL GEOTEK BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF LOSS OF PRESENT OF PROSPECTIVE PROFITS, OR ANY REASON WHATSOEVER.

PUP is a product of:

