

THIS LIMITED WARRANTY (“WARRANTY”) OF INTECH ANCHORING SYSTEMS (“INTECH”) APPLIES ONLY TO INTECH BRAND HELICAL PILES AND RESISTANCE PIERS AND THEIR INTECH PHYSICAL HARDWARE IN THE ORIGINAL INSTALLATION (“PRODUCTS”).

30-YEAR LIMITED WARRANTY

When installed by an installer certified by Intech to install the warranted product (“Certified Installer”) Intech 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, Intech’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.

EXCLUDED PRODUCTS

Used Products and Products utilized in solar foundations, street light foundations and/or utility 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 with Intech 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 Intech within 180 days of the Installation Date, available at www.intechanchoring.com/warranty/.

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 Intech; (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 Intech; (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 Intech or combination of the Product with other products or materials inconsistent with Intech’s instructions; and/or (x) in the event no notice of defect is given to Intech 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 Intech prior to the New Property Owner transferring or assigning legal title to the property to the Subsequent Property Owner as provided herein.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTY PROVIDED IN THE TRANSFER OF WARRANTY SECTION 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.

LIMITATION OF LIABILITY

IN NO EVENT SHALL INTECH (OR ITS SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND/OR SUBSIDIARIES) BE LIABLE FOR ANY DIRECT, 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 INTECH'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 INTECH'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.*

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 invalid 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 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 the Transfer of Warranty form along with the Warranty Product Registration e-mail and mail to: Intech Anchoring Systems, 8250 Bunkum Road, Caseyville, IL 62232; Attention: Warranty Administration Department.

WARRANTY CLAIM PROCESS

Only Products that have been registered with Intech will qualify for Warranty claim consideration. Pursuant to the terms of the Intech 30-Year Limited Product Warranty, Products that exhibit possible defects in material or workmanship within the 30-year Warranty period must be brought to the attention of your original installer or a Certified Installer. The Products will be evaluated by Intech or a Certified Installer, which may involve on-site inspection or return of Products to the factory. If Intech or the authorized Intech representative determines that the Products are defective, the property owner will be notified. Once notified, a warranty claim form must be completed by the Property Owner and submitted to Intech. After a warranty claim is received by Intech and approved, Intech or an authorized Intech representative will contact the Current Property Owner and provide instructions on next steps. A Return Material Authorization will be issued and the return freight costs will be covered by Intech if the Product has not already been returned. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal, installation or re-installation of the original, repaired or replacement Product, which costs are the responsibility of the Certified Installer, Property Owner or other third party.

To make a valid warranty claim, submit all of the following items listed below.

- Original, completed Warranty Claim Form
- Copy of the Intech Warranty Product Registration e-mail
- Copy of the Product bill of sale
- Copy of the Installer's Certification Card
- Copy of the Installer's installation warranty

Submit your warranty documentation via mail:
Intech Anchoring Systems,
Attention: Warranty Administration Department
8250 Bunkum Road, Caseyville, IL 62232

**To determine if an installer is a Certified Installer ask to see a valid Intech Certified Installer certification card at the time of installation or call Intech at 800-223-7015. A copy of the certification card must be provided with a Warranty Claim. If the Product is installed by a non-Certified Installer, Intech 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 Intech.*

WARRANTY CLAIM FORM

Only Products that have been registered with Intech's 30-Year Limited Transferrable Warranty 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, this Warranty Claim Form must be completed by the property owner and submitted to Intech. 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: Intech Anchoring Systems, 8250 Bunkum Road, Caseyville, IL 62232; Attention: Warranty Administration Department.

Name of Property Owner (please print): _____

Address of Product Installation: _____

City: _____ State: _____ ZIP/Postal Code: _____

Phone Number of Property Owner: _____

Start Date of Installation: _____ Date of Claim: _____

Certified Installer Company: _____

Intech Certified Installer Name: _____

Description of Defect: _____

The following documents must be provided with all claims:

- Original, completed Warranty Claim Form
- Copy of the Intech Warranty Product Registration e-mail
- Copy of the Product bill of sale
- Copy of the Installer's Certification Card
- Copy of the Installer's installation warranty

Submit your warranty documentation via mail:
Intech Anchoring Systems,
Attention: Warranty Administration Department
8520 Bunkum Road, Caseyville, IL 62232

