

## USER INFORMATION

This wood has been preserved by pressure treatment with Chromated Copper Arsenate (CCA) to protect it from insect attack and decay. CCA contains inorganic arsenic, chromium and copper and is a pesticide registered for use in Canada by PMRA under the Pest Control Products Act. Wood treated with inorganic arsenic should be used only where such protection is important. Inorganic arsenic penetrates deeply into and remains in the pressure-treated wood for a long time. However, some chemical may migrate from treated wood into surrounding soil over time and may also be dislodged from the wood surface upon contact with skin. Exposure to inorganic arsenic may present certain hazards. Therefore, the following precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood.

*For additional information on Chromated Copper Arsenate (CCA) treated wood products, go to*

*<https://www.canada.ca/en/health-canada/services/consumer-product-safety/reports-publications/pesticides-pest-management/fact-sheets-other-resources/staying-safe-around-treated-wood.html>*

## USE SITE PRECAUTIONS

- All sawdust and construction debris should be cleaned up and disposed of after construction.
- Do not use treated wood under circumstances where the preservative may become a component of food or animal feed. Examples of such sites would be use of mulch from recycled arsenic-treated wood, cutting boards, counter tops, animal bedding, and structures or containers for storing animal feed or human food, or beehives.
- Treated wood should not be used where it may come into direct or indirect contact with drinking water, except for uses involving incidental contact such as docks and bridges.

## IMPORTANT INFORMATION

The following precautions should be taken both when handling the treated wood and in determining where to use or dispose of the treated wood:

- Do not burn treated wood.
- Wear NIOSH N95 dust mask and goggles when cutting or sanding wood.
- Wear gloves when working with wood.
- Some preservative may migrate from the treated wood into soil/water or may dislodge from the treated wood surface upon contact with skin. Wash exposed skin areas thoroughly.
- After working with wood, and before eating, drinking, toileting and use of tobacco products, wash exposed areas thoroughly.
- Wash work clothes separately from other household clothing before reuse.
- Do not use treated wood as mulch.
- Do not place treated wood cutoffs or sawdust in a compost bin.
- Only treated wood that is visibly clean and free of surface residue should be used.
- If the wood is to be used in an interior application and becomes wet during construction, it should be allowed to dry before being covered or enclosed.
- Disposal Recommendations - Treated wood may be disposed of in landfills or burned in commercial or industrial incinerators or boilers in accordance with federal, provincial, and local regulations.
- If you desire to apply a paint, stain, clear water repellent, or other finish to your preservative treated wood, we recommend following the manufacturer's instructions and label of the finishing product. Before you start, we recommend you apply the finishing product to a small exposed test area before completing the entire project to insure it provides the intended result before proceeding.
- Projects should be designed and installed in accordance with federal, provincial, and local building codes and ordinances governing construction in your area.
- Mold growth can and does occur on the surface of many products, including untreated and treated wood, during prolonged surface exposure to excessive moisture conditions. To remove mold from the treated wood surface, wood should be allowed to dry. Typically, mild soap and water can be used to remove remaining surface mold.
- Use treated wood products safely. Always read the label and product information before use.

***For more information call 888-533-9663  
or visit [www.timberspecialties.com](http://www.timberspecialties.com).***

K-33 is a registered trademark of Koppers Performance Chemicals Inc.

CCA products are treated with Chromated Copper Arsenate. CCA products are produced by independently owned and operated wood preserving facilities. © 6/2024

**Timber Specialties Limited  
K-33® CCA Treated Wood Pole**

**50 YEAR  
LIMITED WARRANTY**



This warranty extends ONLY to the original owner of the K-33® Chromated Copper Arsenate (CCA) treated pole and is good for fifty (50) years from the date of first purchase. A 50-year limited warranty for K-33 CCA treated wood poles treated to a minimum 9.6 kg/m<sup>3</sup> (0.60 pcf) preservative retention level in accordance with CAN/CSA 080-21 Wood Preservation standard.

Subject to the terms, conditions and limitations contained in this Warranty, Timber Specialties Limited (Timber Specialties) warrants to the original owner (who is the final end user) of a Timber Specialties K-33 CCA treated wood pole that for a period of 50 years from the date of original purchase that such pole will not suffer damage caused by termites or fungal decay that makes the pole structurally unfit\* for the application for which it was intended (as defined by the Canadian Electric Code for the year of manufacture). In the event of a valid warranty claim, the owner of the original pole will be entitled, as the sole and exclusive remedy, to pro-rata reimbursement of the original price paid for the nonconforming Timber Specialties K-33 CCA treated wood pole.

\* *“Structurally unfit” shall be defined as the inability of a properly treated CCA wood pole to perform its intended function in a given application where the material has been used within an appropriate design not exceeding the material’s reasonable limitations, due to fungal decay or termites.*

#### **HOW TO MAKE CLAIMS**

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the Timber Specialties K-33 CCA treated wood pole purchase receipt(s) from your CCA pole supplier. In addition, Timber Specialties requires an itemized list of the damage to all K-33 CCA treated wood poles, a photograph of the pole, identification of the pole owner and the address of the pole, a photo of the pole identification tag (if available), a burn brand or tag that incorporates the name of the Timber Specialties wood pole producer including the name of the production plant, month/year of production, the pole species and preservative, and the circumference class and length. Send this information to:

#### **TIMBER SPECIALTIES LIMITED**

**ATTN: CONSUMER AFFAIRS**

**P.O. BOX 520, CAMPBELLVILLE, ONTARIO L0P 1B0**

Timber Specialties will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to reimburse on a pro-rata basis the cost of the original price paid for the non-conforming Timber Specialties K-33 CCA treated wood pole. Timber Specialties reserves the right to have a representative inspect all wood which is claimed to be damaged prior to its removal from service.

**FOR CLARIFICATION PURPOSES, THE WARRANTY OFFERED HEREIN APPLIES TO TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLES, AND NOT TO ALL TIMBER SPECIALTIES CCA PRODUCTS. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, TIMBER SPECIALTIES SHALL NOT BE LIABLE HEREUNDER FOR ANY OF THE FOLLOWING: (A) DAMAGE TO ANY TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE RESULTING FROM ANY CAUSE OTHER THAN TERMITES OR FUNGAL DECAY; (B) DAMAGE TO ANY TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE THAT HAS BEEN USED IN A NON-UTILITY STRUCTURE OR A STRUCTURE OUTSIDE OF CANADA OR USED FOR AN APPLICATION OR IN A MANNER THAT IS NOT CONSISTENT WITH ITS INTENDED END USE (AS DEFINED BY THE CANADIAN ELECTRIC CODE FOR THE YEAR OF MANUFACTURE); (C) DAMAGE TO ANY TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE THAT WAS NOT PRESSURE-TREATED SOLELY WITH TIMBER SPECIALTIES K-33 CCA AND IN ACCORDANCE WITH THE CANADIAN STANDARDS ASSOCIATION, CSA 080.1:21, SPECIFICATION OF TREATED WOOD, UC4.1 (AS MAY BE UPDATED FROM TIME TO TIME); OR (D) DAMAGE TO ANY TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE THAT DOES NOT BEAR (I) A BRAND OR TAG THAT INCORPORATES THE NAME OF THE TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE PRODUCER INCLUDING MONTH/YEAR OF PRODUCTION WITH QUALITY ASSURANCE PROGRAM AND (II) THE MARK(S) OF A QUALITY ASSURANCE PROGRAM OR AN INDEPENDENT INSPECTION AGENCY SHOWING ACCEPTANCE TO CSA 080: SERIES 21.**

**TIMBER SPECIALTIES SHALL NOT BE RESPONSIBLE FOR INSTALLATION, REPAIR, CONSTRUCTION, LABOUR OR SIMILAR COSTS, OR FOR ANY COSTS OR DAMAGE WHICH MAY BE ASSOCIATED WITH WEATHERING OF THE WOOD INCLUDING BUT NOT LIMITED TO RAISED GRAIN, SPLITTING, CHECKING, TWISTING, WARPING, SHRINKAGE, SWELLING, OR ANY OTHER PHYSICAL PROPERTIES OF THE WOOD. TIMBER SPECIALTIES SHALL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE REMOVAL OF DAMAGED WOOD POLES OR DELIVERY OR INSTALLATION OF THE REPLACEMENT PRODUCTS.**

**BY PURCHASING OR ACCEPTING OWNERSHIP OF A TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLE, OWNER ACCEPTS AND ACKNOWLEDGES, AND TIMBER SPECIALTIES HEREBY STATES, THAT THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, COVENANTS, AGREEMENTS, PROMISES, COMMITMENTS, DUTIES OR CARE OR CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT**

**LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH TIMBER SPECIALTIES HEREBY SPECIFICALLY DISCLAIMS, AND THERE ARE NO OTHER REPRESENTATIONS WHATSOEVER WITH RESPECT TO TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLES EXCEPT THE LIMITED WARRANTY GIVEN HEREUNDER. ONLY TIMBER SPECIALTIES IS LIABLE UNDER THIS LIMITED WARRANTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO THE PURCHASE OR USE OF TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLES.**

**TO THE MAXIMUM PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TIMBER SPECIALTIES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF CAUSE AND WHETHER DUE TO ANY NEGLIGENCE OR DEFICIENCY IN MANUFACTURING, LOSS, DAMAGE, DEATH, OR INJURY ARISING OUT OF THE USE OR PURCHASE OF TIMBER SPECIALTIES K-33 CCA TREATED WOOD POLES, OR ANY CLAIM BASED UPON THEORIES OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE. TIMBER SPECIALTIES IS NOT RESPONSIBLE FOR ANY MOLD GROWTH ON THE K-33 CCA TREATED WOOD POLE.**

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY OFFERED BY TIMBER SPECIALTIES IN RELATION TO WOOD POLE(S) TREATED WITH TIMBER SPECIALTIES K-33 CCA AND REPLACES ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTEES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**TIMBER SPECIALTIES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION OR CREATE ADDITIONAL IMPLIED WARRANTIES.**

**SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM PROVINCES TO PROVINCES.**

This warranty is valid only in Canada.

This 50 Year Limited Warranty applies to K-33 CCA Utility Pole Wood Product produced after January 2024.