

# The CHANCE® 30-Year “Peace of Mind” Warranty



CHANCE® Helical Piles | ATLAS Resistance® Piers



NEVER COMPROMISE™  
Civil Construction

# 30-Year Transferable Warranty

This limited warranty ("Warranty") applies only to the CHANCE® Helical Piles and Atlas Resistance® Piers Foundation Products and their physical hardware of A.B. CHANCE a Division of Hubbell Power Systems, Inc. ("CHANCE"). Individual physical hardware may be referred to as "Product", while the entire system shall be referred to as "the Underpinning System."

## I. 30-Year Warranty

When installed by a certified CHANCE installer ("Certified Installer")\* CHANCE warrants that the Underpinning System and Products will be free of defects in material and workmanship for a period of thirty (30) years from the date of installation of the Underpinning System. Should the Products or Underpinning System fail to perform as intended, subject to the limitations and exclusions contained herein, CHANCE's sole and exclusive obligation under this Warranty shall be, at its option, to repair or replace the Products or Underpinning System free of charge. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Products or Underpinning System, which costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.

## II. Transfer of Warranty

This Warranty (in its entirety) may be transferred and assigned by the original property owner ("Original Property Owner"), to the 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 warranty period of thirty (30) years from the date of installation of the Underpinning System. Any subsequent transfers of this Warranty from the New Property Owner to a subsequent property owner ("Subsequent Property Owner") are also limited to the remainder of the warranty period of thirty (30) years from the date of the installation of the Underpinning System. Any transfer of this Warranty must take place within ninety (90) days of closing. 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, 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 requested information on the back of the Product Warranty Certificate and mail to: Hubbell Power Systems, Inc., 210 North Allen Street, Centralia, MO 65240 Attention: Customer Service Civil Warranty Administration.

## III. Exclusions on 30-Year Warranty

CHANCE shall not in any way be liable for or have any obligation to repair or pay for anything other than Products or the Underpinning System, which have found to be defective. Notwithstanding any other provisions contained in this document, this Warranty does not apply to or include any movement, defects and/or damages (including injury or death) related to or arising out of: (i) any acts of God, including, without limitation, any earth quake, 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, structural integrity and/or strength; (iii) any act, negligence, error, omission or condition by anyone other than CHANCE; (iv) any error, omission or defect in any design, engineering and/or testing by the Original Property Owner, New Property Owner or any Subsequent Property Owner(s) and their respective agents, other contractors or professionals; (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 Underpinning Structure; (vii) in the event the Property Owner, New Property Owner, Subsequent Property Owner or any other contractor in any way modifies or changes the Underpinning System or Products, or any portion of the structure, foundation or property upon which that Underpinning System is reliant; and/or (viii) in the event no notice of defect is given to CHANCE 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 CHANCE prior to the New Property Owner transferring or assigning legal title to the property to a Subsequent Property Owner as provided herein.

## IV. Disclaimer of All Other Warranties

The foregoing Warranty 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.

## V. Limitation of Liability

In no event shall and under no circumstances, shall CHANCE (or its officers, directors, shareholders, employees or agents) be liable for any losses, damages, expenses or injuries of any kind suffered or incurred by the original or new owner or to any other person (collectively, "losses"), whether such losses are direct, indirect, incidental, punitive, special, general and/or consequential, (including but not limited to damage to or loss of use of any Product, lost sales, or profits, or delay or failure to perform this Warranty obligation, or claims of third parties against owner, arising out of or in connection with the sale, installation, use of, inability to use, or the repair or replacement of, CHANCE's Underpinning System or Products) and regardless of whether such losses are based on breach of Warranty, breach of contract, tort, strict liability, negligence. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity. 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.

## VI. Warranty Registration

In order for the Warranty to be valid, all CHANCE Products must be registered with CHANCE within 90 days of installation date of the Underpinning System. To secure the Warranty, the Original Property Owner must register the Underpinning System by submitting to CHANCE the following documents: the original bill of sale, a copy of the Certified Installer's installation warranty, a copy of Certified Installer's Certification Card and the original Warranty Registration Form. Please send the documents to the address noted in Section II.

## VII. Warranty Claims

Only an Underpinning System or Products that have been registered with CHANCE will qualify for claim consideration. Pursuant to the terms of the CHANCE 30 year Product Warranty, any Underpinning System or Products that exhibit defects in material or workmanship within the 30 year Warranty period must be brought to the attention of your original installer or a Certified CHANCE Installer. The Underpinning System or Products will be evaluated using a CHANCE Product Performance Inquiry (PPI), which may involve on-site inspection or return of Product to the factory. If CHANCE or the authorized CHANCE representative determines that the Underpinning System or Products are defective, a Warranty Claim Form must be completed by the Property Owner and submitted to CHANCE. To file a claim, send the original completed Warranty Claim Form (download the Warranty Claim Form online at [www.abchance.com/resources/warranty.asp](http://www.abchance.com/resources/warranty.asp) or call Customer Service at 877-682-8565 for a copy), and copies of the following documents: CHANCE Product Warranty Certificate, the bill of sale, the Installer's Certification Card, and the Certified Installer's installation warranty to: Hubbell Power Systems, Inc., 210 North Allen Street, Centralia, MO 65240; Attention: Customer Service Civil Warranty Administration/Warranty Claim. If the Underpinning System or Products are found to be defective, a Return Material Authorization will be issued with CHANCE and the return freight costs will be covered by CHANCE. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Products or Underpinning System, which costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.

*\* If the Underpinning System is installed by a non-Certified Installer, CHANCE only warrants that the Underpinning System and products will be free of defects in material and workmanship for one (1) year, unless otherwise specified in writing between the non-Certified Installer and CHANCE.*

# FAQ: Frequently Asked Questions Regarding the Warranty Offer

- Q. What does the 30-year Warranty cover?
- A. The Warranty applies only to the CHANCE® Helical Piles and Atlas Resistance® Piers Foundation Products and their physical hardware, which is referred to throughout the Warranty individually as “Products” or the entire system as the “Underpinning System”.
- Q. What am I guaranteed under the Warranty?
- A. CHANCE warrants that the Underpinning System and/or Products will be free of defects in material and workmanship for 30 years from date of installation of the Underpinning System. If the Underpinning System or Products fail to perform as intended, CHANCE will repair or replace (at its option) the defective Products or Underpinning System free of charge.
- Q. Does the Warranty include the costs of labor?
- A. No, the Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Underpinning System or Products. Such costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.
- Q. Can I choose the installer?
- A. To obtain the 30 year Warranty, the Underpinning System must be installed by a CHANCE Certified Installer. If the Underpinning System is not installed by a CHANCE Certified Installer, the Warranty period will be limited to one (1) year from the date of installation of the Underpinning System.
- Q. What if the builder chooses an installer that is not a CHANCE Certified Installer?
- A. You will be subject to that installer’s warranty; therefore you should recommend that your builder use a CHANCE Certified Installer.
- Q. Will CHANCE still honor the Warranty if the installer is not CHANCE certified?
- A. If the installer is not CHANCE certified, the Underpinning System will only be warranted for a period of one year from the date of installation of the Underpinning System, subject to the terms and conditions of the CHANCE Warranty.
- Q. What if I am not the Original Property Owner... can the Warranty be transferred to me?
- A. Yes, the Original Property Owner can transfer and assign the Warranty to any New Property Owner who has legal title to the property. In order for the transfer to be valid, the Original Property Owner must complete the transfer section located on the reverse side of the Product Warranty Certificate.
- Q. Is there any time limit imposed on the transfer of the Warranty?
- A. Yes, the Warranty must be transferred within ninety (90) days of closing.
- Q. As the New Property Owner, do I get the same Warranty?
- A. The Warranty period for the New Property Owner is limited to 30 years from the date the Underpinning System was installed. For example, if the Original Property Owner installed the Underpinning System on January 1, 2010 and transferred title to the property to the New Property Owner on January 1, 2020, the Warranty period would end on January 1, 2040.
- Q. What if the Original Property Owner transferred title to the New Property Owner only a year or two after the installation of the Underpinning System?
- A. Regardless of the transfer date, the Warranty period would end 30 years after the installation date.
- Q. Can the Warranty be transferred if the New Property Owner has equitable or beneficial title to the property, but not legal title?
- A. No, in order for the Warranty to be transferred, the New Property Owner must have legal title to the property.
- Q. How do I register for the Warranty?
- A. See the “Warranty Registration Process” section below.

## Warranty Registration Process



In order for the Warranty to be valid, all CHANCE Products must be registered with CHANCE within 90 days of installation date of the Underpinning System. The Original Property Owner must complete the Warranty Registration Form, attached to this document and mail it and the required documents listed below to: Hubbell Power Systems, Inc., 210 North Allen Street, Centralia, Missouri 65240, Attention: Customer Service Civil Warranty Administration.

- The original bill of sale
- Copy of the Certified Installer’s installation warranty
- Copy of Certified Installer’s Certification Card
- The original Warranty Registration Form

Upon receipt and validation of the items listed above, a CHANCE Product Warranty Certificate will be issued and mailed to the Original Property Owner.

# ered by A.B. CHANCE, a Division of Hubbell Power Systems, Inc.

Q. Are there any other things that could happen to void the Warranty?

- A. Yes, CHANCE is not responsible if movement defects or damages (including death) are caused by any of the following:
- any acts of God, such as, any earth quake, 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;
  - if the existing concrete, foundation, slab, wall and/or footing which is defective, insufficient or inadequate in width, thickness, structural integrity and/or strength;
  - any act, negligence, error, omission or condition by anyone other than CHANCE;
  - any error, omission or defect in any design, engineering and/or testing by the Original Property Owner, New Property Owner, Subsequent Property Owner and their respective agents, other contractors or professionals;
  - any unknown or hidden conditions;
  - movement due to or arising out of any differential settlement of any portions of any improvement which was not underpinned with the Underpinning System;
  - if the Original, New or Subsequent Property Owner or any other contractor in any way modifies or changes the Underpinning System or Products, or any portion of the structure, foundation or property upon which the Underpinning System is reliant; and/or
  - in the event no notice of defect is given to CHANCE 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 CHANCE prior to the New Property Owner transferring or assigning legal title to the property to the Subsequent Property Owner as provided herein.

Q. How do I make a Warranty claim?

- A. See the "Warranty Claim Process" section on the reverse side of this brochure.

Q. The Warranty says that I may have other legal rights that vary from state to state. How do I find out about other rights I may have?

- A. To determine if you have any state specific rights, you should consult with an attorney.

Q. Does the Warranty have to be registered within a specific time frame?

- A. Yes, In order for the Warranty to be valid, all CHANCE Products must be registered with CHANCE within 90 days from the installation date of the Underpinning System.

Q. What happens after I submit my Warranty claim?

- A. After a Warranty claim is documented, CHANCE or an authorized CHANCE representative will contact the Original, New or Subsequent Property Owner and provide them with instructions on next steps.

Q. If the Underpinning System or products need to be returned because they are defective, do I have to pay to ship the products or Underpinning System back?

- A. No; if CHANCE or the authorized CHANCE representative determines that the Underpinning System or products are defective, a Return Material Authorization will be issued and the return freight will be covered by CHANCE.

Q. What does the Limitation of Liability mean?

- A. CHANCE is only responsible for repairing or replacing the Underpinning System or Products that have been determined to have defects in material or workmanship.

## WARRANTY REGISTRATION FORM

### CHANCE/ATLAS 30-year Transferable Warranty

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Please check one:  Residential  Commercial

Product Installed:  CHANCE® Helical Piles  ATLAS Resistance® Piers  Duragrip Wall Anchors

Date Installed \_\_\_\_\_ How many piles/piers/anchors were installed? \_\_\_\_\_ Total Amount Paid for Project: \$ \_\_\_\_\_

Company Name of CHANCE-Certified Installer \_\_\_\_\_

Contact Name of the CHANCE-Certified Installer \_\_\_\_\_

## Warranty Claim Process



Only an Underpinning System or Products that have been registered with CHANCE will qualify for Warranty claim consideration. Pursuant to the terms of the CHANCE 30 Year Product Warranty, any Underpinning System or 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 CHANCE Certified Installer. The Underpinning System or Products will be evaluated using a CHANCE Product Performance Inquiry (PPI), which may involve on-site inspection or return of Product to the factory. If CHANCE or the authorized CHANCE representative determines that the Underpinning System or 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 CHANCE. After a Warranty claim is received by CHANCE and approved, CHANCE or an authorized CHANCE representative will contact the Original, New or Subsequent Property Owner and provide them with instructions on next steps. A Return Material Authorization will be issued and the return freight costs will be covered by CHANCE. This Warranty does not include reimbursement for the expenses of evaluation, labor, removal or re-installation of the Products or Underpinning System, which costs are the responsibility of the Certified Installer, non-certified installer, or Property Owner.

To make a valid Warranty claim, the following items must be sent to:

Hubbell Power Systems, Inc.  
210 North Allen Street  
Centralia, Missouri 65240  
Attention: Customer Service Civil Warranty Administration/Warranty Claim

- **Original, completed Warranty Claim Form** (download from [www.abchance.com/resources/warranty.asp](http://www.abchance.com/resources/warranty.asp) or call Customer Service at 877-682-8565)
- **Copy of the CHANCE Product Warranty Certificate**
- **Copy of the bill of sale**
- **Copy of the Certified Installer's Certification Card**
- **Copy of the Certified Installer's installation warranty**

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**Please take a moment to complete the following questionnaire. This information helps us continually improve our products and services. Thank you!**

Please check ONE response on each line:

FOUNDATION TYPE:       Full Basement       Crawl Space       Slab-on-Grade  
INSTALLATION:       Inside Installation       Outside Installation       Both  
PROJECT OBJECTIVE:       Lift       Stabilize       Wall Anchor       Other \_\_\_\_\_  
JOB TYPE:       Foundation Repair       New Construction

Why did you select the installer listed on the reverse side? \_\_\_\_\_

Why did you select CHANCE anchors? \_\_\_\_\_

Comments: \_\_\_\_\_

## Property Owner Checklist



This checklist is to provide the Property Owner with a guide for the documents required to properly register the Warranty with CHANCE.

- Two copies of the bill of sale** (send original bill of sale with the Warranty Registration Form; retain the other two copies for your records).
- Three copies of the Certified Installer's Certification Card** (one copy to be sent with the Warranty Registration Form; retain the other two for your records).
- Three copies of the Certified Installer's installation warranty** (one copy to be sent with the Warranty Registration Form; retain the other two for your records).
- Complete the CHANCE Warranty Registration Form.**
- Mail the CHANCE Warranty Registration Form and all of the materials listed to:**  
Hubbell Power Systems, Inc. / 210 North Allen Street / Centralia, Missouri 65240 / Attn: Customer Service Civil Warranty Administration

**Please note:** In order for the Warranty to be valid, all CHANCE Products must be registered with CHANCE within 90 days from the installation date of the Underpinning System.

