

Structured Cable Products Inc – Terms & Conditions of Sale – SCP Europe- Moerdijk, NL

Acceptance – Unless otherwise specifically agreed to in writing by an authorized representative of Structured Cable Products, Inc. (“SCP”), all orders received are subject to the following Terms and Conditions of Sale.

Prices – All prices are quoted in US Dollars (\$USD) and are F.O.B. Netherlands. Prices are those in effect at time of quotation and are firm for 10 days after date of quotation. Prices are exclusive of value added tax (“VAT”), any other taxes, freight, customs duties, import duties, levies and impositions that may be applicable.

Sales Tax Liability – For EU orders: This is an intra-Community delivery and the VAT liability is transferred to you. Customs clearance and delivery under fiscal representation by D.S.V. Solutions B.V., Tradeboulevard 4, 4761 RL Moerdijk, the Netherlands, in conformity with article 9, paragraph 2, sub b jo. Table II item a 6 Dutch Turnover Tax Act 1968.

SCP requires all EU customers to provide a valid VAT number prior to placing an order. This VAT number is subject to verification on each and every order. Purchaser shall provide on demand by SCP or its fiscal representative such information as may be needed to comply with Dutch VAT legislation. If SCP or its fiscal representative is made liable on any sales taxes for delivery of Purchaser’s order to an EU member country, Purchaser shall be obligated to compensate SCP or its fiscal representative for the amount of value added tax plus any related costs incurred without consideration of guilt.

Payment Terms – Unless trade credit terms have been pre-approved, all orders must be pre-paid via Bank Wire Transfer, and payments must be in US Dollars (\$USD). Upon confirmation of order, SCP will provide Purchaser with our Bank Wire Instructions. For orders under \$1,000.00usd, payment by approved credit card may be accepted. Bank wire payments from certain countries may require a \$40.00usd wire transfer processing fee that will be added to the total cost of the order. SCP will reserve stock for 48 hours on orders awaiting funds. Orders will be cancelled after 10 business days if funds have not been received.

Minimum Order – The minimum order is \$500.00usd for all authorized stock products. If accepted for processing, orders under \$500.00usd are subject to a \$50.00usd order processing fee. Orders processed by our Netherlands warehouse that are to be shipped outside of the EU are subject to a \$50.00usd charge for completion & processing of required T-1 export documents.

Freight Terms – All European shipments are F.O.B. Moerdijk, Netherlands. All orders will be shipped with freight charges prepaid and charged to Purchaser.

In all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Purchaser (without regard to which party pays for the shipping costs). In-stock catalog products are normally ready for shipment within 24hrs after receipt of Purchaser’s payment. Delivery dates provided in advance are estimates only and shall not represent fixed or guaranteed delivery dates.

All shipments are reported in number of pieces (i.e. cartons, reels, etc.), never skids. Please ensure the count of pieces is correct upon receipt. Damaged shipments and shortages must be signed and acknowledged by the carrier’s driver. All claims for lost or damaged shipments must be made directly by the Purchaser to the delivering carrier at time of delivery. If you give the carrier a clear receipt for goods that have been damaged or lost in transit, you do so at your own risk and expense.

Returns – Return of any product must be authorized in advance by SCP and must be submitted on SCP’s Return Material Authorization (RMA) Form. Purchaser is responsible for all freight costs associated with a return and the return is subject to a restocking charge. See SCP’s Return Material Authorization Policy for details.

Product Country of Origin – SCP maintains Country of Origin information on all products in its inventory. This information is provided on product boxes and product shipping documents.

Lifetime Parts and Performance Warranty – Structured Cable Products, Inc. warrants to the End-User that its products (a) will be free from defects in materials and workmanship, (b) will comply with ANSI/TIA/EIA-568-B.2-1 specifications in effect at the time of installation, and (c) will support any current applications and approved applications for which it was initially designed. Liability is limited to the repair and replacement of defective goods. See our Lifetime Parts and Performance Warranty Statement for additional details.

Force Majeure – SCP shall be deemed not to be in breach of any contract to the extent that it is prevented from or delayed or hindered in complying with what would otherwise be its obligations there under by any circumstances which are beyond its control or which it could not reasonably be expected to control.

Governing Law – The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Florida and the applicable laws of the United States.

Severability – If any provision of the Terms and Conditions, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.