



Certified System Performance Warranty 25 Year Limited Parts and Performance Warranty

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Warranty Statement

Subject to the limitations and conditions set forth herein, Structured Cable Products Inc. ("SCP") warrants to the End-User that SCP category-rated products including SCP brand connecting hardware when installed with SCP brand cable under this warranty:

- (a) Will be free from defects in materials and workmanship;
- (b) Will comply to ANSI/TIA/EIA 568 and ISO/IEC 11801 specifications in effect at the time of Installation, and
- (c) Will support any current applications and approved applications for which it was initially designed.

For valid claims under this warranty, SCP will, at its discretion-

- Use an SCP registered contractor of its choice to replace or repair any defective component of the System, or;
- Provide credit for any component found to be non-compliant and cover reasonable cost of labor to affect necessary work.

SCP and SCP-approved cable partners reserve the right to inspect the installation site and determine the cause of defect or failure.

Warranty Duration

The 25 year duration of this Warranty begins the date of project completion after all test data and documents have been received. Any warranty repairs, replacements, moves, additions or changes will only be covered by this Warranty for the then current balance of the original warranty period.

Warranty Conditions

SCP's obligations pursuant to this Warranty are conditional upon:

1. The System being registered with SCP within 30 business days of project completion;
2. By the End-User providing to SCP the properly completed and signed SCP Warranty Application Form and then SCP issuing a Warranty Certificate based on the information provided;
3. All installation work being undertaken by a SCP approved contractor, in accordance with the manufacturer's installation specifications and the installation and system design requirements of the cabling standards ANSI/TIA/EIA 568 and ISO/IEC 11801 current at that time;
4. The System consisting of permanent links solely constructed with SCP branded products or SCP approved products that are within 3 months of manufacture and have never been used before;
5. Installation Records showing the location and designation of all installed links being recorded on "as-built" floor plan drawings;
6. Every installed link being tested with a Fluke DTX-1800 (or comparable Fluke tester) field tester with Category 5e/Class D permanent link limits and Category 6/Class E for each link a Test Record, with the same link designations as shown on the Installation Records being produced;
7. All Installation Records and Test Records being maintained by the End-User and updated to reflect any maintenance, movements, additions or changes, during the lifetime of this Warranty; and
8. Any warranty claim being made within the warranty period specified above and by following the warranty claims procedures set out below.



Warranty Claims Procedure

- (a) Within 15 business days of the End-User discovering a problem with the System, the End-User must notify the Installation Contractor and provide free access to the System to allow the Installation Contractor to identify the problem;
- (b) After identification of the problem, and within 30 business days of the End-User discovering the problem, the Installation Contractor must notify SCP if there is a potential claim pursuant to this Warranty;
- (c) The End-User must ensure that all documentation relating to the System design, installation, testing, administration and maintenance is made available to SCP on request.
- (d) System repair and replacement due to component or cable failure will be performed pursuant to this Warranty only after SCP has reviewed and verified the System prior to the removal, replacement or repair of any defective System components.
- (e) To facilitate System repair the End-User must provide free access to the System by SCP representatives and UL registered representatives.
- (f) All disputes under this Warranty are subject to and will be governed by and construed in accordance with the laws of Florida, USA and each party irrevocably submits to the jurisdiction of the courts of that State.

Warranty Exclusions

This Warranty does not cover:

- (a) The installation, maintenance of other portions of the End-User's System that does not form part of the SCP System;
- (b) Components not specifically designated by SCP as being eligible for this Warranty;
- (c) SCP components not supplied directly by SCP or through channels approved by SCP;
- (d) Defects resulting from a non-compliant or improper System design, installation, use, repair, or any system alterations, misuse, neglect, accident or abuse;
- (e) Defects resulting from moves, additions or changes performed by parties other than the Installation Contractor;
- (f) Deterioration due to normal wear and tear or aging or damage caused by outside natural occurrences, such as lightning, fire, floods, acts of nature, or the like; and
- (g) Damage caused by moisture, corrosion, power surges, electromagnetic interference (EMI) or radio frequency interference (RFI) shall not constitute a defect in materials or workmanship.



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Warranty Limitations

(a) Subject to items below, this Warranty is exclusive and in lieu of all other SCP warranties and the remedies provided for in the preceding paragraphs constitute the sole recourse of the End-User against SCP and SCP's authorized distributors/dealers for breach of any obligations to the End-User whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise.

(b) THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL SCP BE LIABLE TO ANYONE FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SCP'S OWN NEGLIGENCE OR FAULT AND EVEN IF SCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

(c) Without limiting the "Warranty Exclusions" above, in no event shall SCP or its approved distributors be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), including, without limitation, lost profits or economic damage arising out of the failure of the System. The liability of SCP and its approved distributors in respect of any claim or damage arising out of or connected with this Warranty or the manufacture, sale, delivery, installation or use of the System will not exceed the total of the purchase price of the System and the installation costs. CONSEQUENTLY, SCP SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ANY CLAIM AT ALL INCLUDING A CLAIM THAT THE PRODUCT FAILED TO GIVE WARNING.

(d) If SCP breaches any condition or warranty implied in favor of the End-User, by any other applicable law which cannot lawfully be excluded, then to the extent permitted by applicable law the liability of SCP to the End-User is limited to:

- I. The replacement of the goods or the supply of equivalent goods;
- II. The repair of the goods;
- III. The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- IV. The payment of the cost of having the goods repaired, at the election of SCP.

Governing Law

Any dispute arising from or relating to this warranty shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over it. The arbitration shall be conducted in Broward County Florida, USA, in accordance with the United States Arbitration Act. The arbitrator(s) shall actively manage the arbitration to make it fair, expeditious, economical and less burdensome and adversarial than litigation. The award rendered shall not include punitive damages and shall be accompanied by a statement of the reasons upon which the award was based. Regardless of the installation site, this warranty (including arbitration to the extent provided by this paragraph) shall be governed by and construed in accordance with the law of Florida without regard to its conflicts of law principles.