



SCP Standard Limited Warranty

The following limited warranty is exclusive and in lieu of all other warranties, whether express or implied or statutory, including, but not limited, any warranty of merchantability or fitness for any particular purpose.

Structured Cable Products Inc ("SCP") warrants that all products sold by SCP will be free from defects in material and workmanship from date of SCP invoice as per the below warranty schedule:

- SCP Branded Bulk Cables 15 years
- SCP Branded Interconnects 2 years
- SCP Branded Powered Products 1 year
- Other SCP Branded Items 1 year
- Non-SCP Branded Items As per manufacturer
- *60 Day Risk Free Limited Warranty:*
Additionally, ALL products are covered by a SCP's **Risk Free Limited Warranty** for a period of 60 days from date of SCP invoice. Please refer to SCP's Return Policy for more information on return claims under the 60 Day Risk Free Limited Warranty.
- *25 Year Certified System Performance Warranty:*
SCP warrants to the End-User that SCP category-rated products, including SCP brand connecting hardware when installed with SCP brand cable, will be free from defects in material and workmanship and will comply with ANSI/TIA/EIA 568 and ISO/IEC 11801 specifications in effect at the time of installation, and will support any current applications or applications for which it was initially designed. *Please refer to the **25 Year Certified System Performance Warranty Statement** for full warranty details and limitations.*

At its option, SCP shall repair, replace, or credit to Buyer's SCP account the purchase price of any non-conforming or defective product(s) according to the Warranty Schedule above from date of SCP invoice to Buyer, and such obligation shall be the full extent of SCP's liability. SCP shall have no liability with respect to any product not manufactured by SCP. Repairs to, alteration of, or work done on a product warranted by SCP but without SCP's prior written authorization shall void SCP's warranty on that product.

Upon discovery of a defect, Buyer shall notify SCP by telephone or email as soon as practical, and in addition, by written letter within 14 days of discovery of the defect of any claim whatsoever that Buyer may have with respect to any product delivered hereunder, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the product(s). Upon receipt of notice from Buyer of defective or non-conforming product(s), SCP or its designee may inspect such product(s) at Buyer's location or require that the product(s) be returned to SCP freight prepaid.

SCP shall have no liability with respect to any product not manufactured by SCP. All items are warranted per manufacturer's warranty policy unless otherwise stated. Warranty claims are subject to the policy or discretion of the original product manufacturer. Warranty information is included with the products, or may be found on their respective manufacturer website.



Warranty Exclusions

This Warranty does not cover:

- (a) Deterioration due to normal wear and tear or aging;
- (b) Damage caused by negligence, lack of maintenance, accident, abnormal operation, improper installation or service, or damage to other items or systems;
- ((c) Defects resulting from a non-compliant or improper product design, installation, use, repair, or any alterations, misuse, neglect, or abuse;
- d) Defects resulting from moves, additions or changes performed by parties other than the Installation Contractor;
- (e) Damage caused by outside natural occurrences, such as lightning, fire, floods, acts of nature, or the like; or
- (f) Damage caused by moisture, corrosion, power surges, electromagnetic interference (EMI) or radio frequency interference (RFI) shall not constitute a defect in materials or workmanship.

Warranty Limitations

- (a) SCP's sole responsibility under this warranty will be to repair, replace, or credit, at its option and expense, any product found to be defective by SCP during either installation or normal or proper use.
- (b) 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 Buyer against SCP for breach of any obligations to the Buyer whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise.
- (c) 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 (ii) 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.
- (d) Without limiting the "Warranty Exclusions" above, in no event shall SCP 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 product. The liability of SCP 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 product will not exceed the total of the purchase price of the product as indicated on the original SCP invoice. 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.



(e) If SCP breaches any condition or warranty implied in favor of the Buyer, by any other applicable law which cannot lawfully be excluded, then to the extent permitted by applicable law the liability of SCP to the Buyer 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.

Returns and Credits

All products claimed to be defective must be returned **freight prepaid** for testing and verification of the claimed defect. Upon verification of the defect by SCP and subject to the Warranty Exclusions and Limitations detailed above, Buyer shall be entitled to the repair, replacement or credit to their SCP account for the price originally paid for the product(s) as per SCP invoice. Additionally, SCP will credit customer's account for the pre approved shipping charges to return the defective product(s). At the sole discretion of SCP, SCP may ship the repaired or replacement product at its expense, in lieu of a credit to Buyer's account.

If no defect is found or if the defect or inability to function properly is a result of an exclusion to the warranty set forth above, Buyer will be notified and credit will be denied.

In the event that Buyer wants to return a defective or non-conforming product, Buyer must contact the SCP Returns Department at accounting@scpcat5e.com or call 954-327-5770 to obtain a Return Merchandise Authorization (RMA) number before returning any items. **No returns of any type will be accepted without a RMA number. Any goods returned without a proper RMA number** will not be accepted and may be returned to Buyer at Buyer's expense. For faster service, please have the following information on hand when calling for an RMA number: customer name, SCP customer number, invoice number, and reason for the return. Returns must be received at our warehouse within 21 days of RMA assignment or the RMA will expire, unless approved otherwise in advance by SCP.

After SCP has issued Buyer a RMA number, please make sure that the return shipment is clearly labeled with the SCP RMA number. Returns must be sent to the following address below:

Structured Cable Products Inc.
Attn: Returns – RMA # _____
3490 SW 30th AVE
Dania Beach, FL 33312
USA

International Warranty Claim Returns – Please contact your SCP Account Manager or SCP Returns Department and explain that you have an International Warranty Claim Return.

For further information on Returns, please contact SCP Returns Department at accounting@scpcat5e.com.

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.