

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 – Our Price Lists and pricing are subject to change without notice. Please contact us for a current quotation. Prices are exclusive of any taxes, freight, customs duties, import duties, levies and impositions that may be applicable. All prices are quoted in US Dollars (\$USD). In the event a pricing error is made, SCP shall maintain the right to refuse or cancel any order placed at an incorrect price. If the order has already been paid, SCP will issue a credit or debit to our customer’s account in the amount of the incorrect price.

Sales Tax Liability – All orders shipping to Florida, Arizona, and Texas are subject to sales tax unless a valid Exempt Tax Certificate is provided to SCP in advance. International buyers need to check with your local customs and tax agencies prior to purchase as you may be required to pay customs duty and taxes on the importation of the items purchased.

Payment Terms – All orders must be pre-paid before shipment, unless credit terms have been arranged in advance with SCP’s Credit Department. In such case, payment terms shall be set forth in the Credit Agreement.

All international orders require prepayment by bank wire transfer. Upon confirmation of order, SCP will provide Purchaser with our Bank Wire Instructions. For orders under \$2,000.00usd a \$40.00usd wire transfer processing fee 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 \$50.00usd for all authorized stock products from SCP USA warehouses.

Freight Terms – All North American shipments are F.O.B. SCP Florida, SCP Arizona, or SCP Texas unless otherwise stated. International orders may be shipped from Florida, Arizona or Moerdijk, Netherlands (See SCP Europe Terms and Conditions of Sale). All orders will be shipped with freight charges prepaid and charged to Purchaser unless other terms have been arranged in advance.

FREE FREIGHT PROGRAM – Any order greater than \$3,000usd for delivery within the State of Florida or greater than \$4,000usd for delivery in the continental United States may be eligible for our Free Freight program. Please inquire if your order is eligible at time order is placed. Eligibility or adjustments will not be made AFTER order is shipped.

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). Our responsibility for shipments ceases when the carrier signs the Bill of Lading. 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. If a concealed loss or damage is discovered, notify the carrier at once and request an inspection. Each carrier has a minimum timeframe for filing a concealed damage report. In addition to carrier notifications above, please contact SCP with the details on any damaged or shorted shipments.

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.

Backorder Policy - We do our best to ship your backordered or preordered product to you as soon as possible. Some items are unpredictable as to the date of delivery, so please call us if you have any questions or if you wish to cancel a backorder.

Limited 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-C.2 specifications in effect at the time of installation on all category-rated items, 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 full Warranty Statement for additional details.

Errors and Omissions – SCP makes every effort to ensure the accuracy of the information published on our website, catalogs, advertisements, and other distributed material. However, SCP will not be liable for any technical inaccuracies or typographical errors.

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 Broward County, 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.