



**Apure Distribution, LLC**  
**Standard Terms and Conditions of Sale**

**DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings described below:

"Client" refers to the purchaser of products or services from Apure Distribution, LLC.

"Special Order" includes custom finishes, lengths, or otherwise non-standard products not held in inventory.

"FOB" (Free on Board) means the transfer of ownership and risk occurs when goods leave the specified shipping point.

"Project" refers to any order or group of orders tied to a single end-user installation or development.

**STANDARD CONDITIONS OF SALE**

Apure Distribution, LLC ("Apure Distribution") requires a 50% deposit and acceptance of all terms and conditions to process orders or reserve items in stock. Alternatively, 100% payment may be made at the time of order placement. The final balance, if applicable, is due on the shipment or fulfillment date, whichever occurs first. Prices quoted are NET FOB Miami and do not include installation unless specified otherwise. Handling, delivery, and/or shipping from Apure Distribution's Miami warehouse to the job site or final destination are not included in the merchandise value. Special pricing is exclusive to the project quoted. Orders cannot be canceled or modified once processed. Estimated lead times are 10-12 weeks from the date of deposit.

Expedited production may be available for an additional fee. Expedited production charges do not include air freight, customs clearance, or final delivery costs to the client.

Orders placed between July 1 and August 31 may experience extended lead times or delays due to European manufacturing holidays. Apure Distribution is not liable for construction delays resulting from shipping timelines.

All orders must be tied to a registered project within the Apure Registration Portal. A valid Project Registration must be submitted and approved prior to the issuance of any sales order, invoice, or fulfillment. Registered projects will be assigned a unique Project ID, which must be referenced on all related correspondence and purchase documentation. The Project ID must be provided to Apure Distribution, LLC for any order placements. This ensures accurate project tracking, pricing integrity, and reseller/partner protection. Project registrations may be submitted directly by the client or through authorized Apure resellers and partners. Apure reserves the right to cancel any order that does not have an appropriately registered and approved project on file.



## **PRICES**

Quoted prices exclude crating, storage, insurance, freight, sales tax, or other applicable charges unless specified in writing. All pricing and specifications are subject to change without notice and are valid for four (4) weeks from the date of the quote.

## **TERMS**

A 50% deposit is required upon issuance of a sales order and/or invoice. Alternatively, 100% payment may be made at time of order. The final invoice will be issued and is due on the shipment or fulfillment date, whichever is earlier. Clients will be notified when goods arrive at the Miami warehouse and are expected to remit final payment immediately if not already submitted. Payments not received within ten (10) days of invoice issuance will be deemed delinquent and accrue interest at an amortized annual rate of 18%. Storage fees of \$25.00 per pallet per day apply after three (3) days of warehouse arrival. Unpaid orders after 90 days may be canceled, and deposits refunded minus a 30% restocking fee. The client is liable for any legal and collection costs incurred to recover outstanding payments.

## **CREDIT CARD FEES**

A 2.5% processing fee will be added to all credit card payments, unless otherwise stated. ACH and check payment methods are available as alternatives without this fee.

## **UNCLAIMED MERCHANDISE (SELF-PICKUP)**

If the client pays in full but does not remit monthly storage fees, merchandise will be considered unclaimed after six (6) months from the last payment. Apure Distribution will make one final attempt to arrange pickup. If the client does not respond within two (2) business days, the goods will be returned to inventory for resale. The client must repurchase the goods at current pricing and lead times. Original payments may be credited toward future orders, excluding shipping and additional fees.

## **ORDERS**

All orders must be submitted in writing. Verbal orders will not be processed. Orders are not binding until confirmed in writing by Apure Distribution through a sales order, confirmation, or invoice. Clients are fully responsible for ensuring the accuracy of all submitted specifications.



## **ORDER CHANGES AND CANCELLATIONS**

Special orders are non-cancellable and non-returnable. This includes custom finishes, lengths, and plated products such as chrome or 18kt gold. Orders may not be changed or canceled once production begins. Cancellations at this stage incur a 30% fee based on list pricing.

## **SHIPMENTS**

Apure Distribution will select the carrier and shipping method unless specified by the client. Partial shipments may occur. All delivery dates are estimated and subject to change. Apure Distribution is not liable for delays caused by strikes, supplier delays, customs issues, accidents, government regulations, or force majeure events. Risk of loss passes to the client when goods leave the Miami warehouse.

If Apure, its representatives, or delivery partners are denied access to the job site due to site conditions, client-related delays, or improper coordination, the client will be responsible for any redelivery costs, storage, or demurrage fees incurred.

## **CLAIMS**

Clients must inspect shipments upon receipt and document visible damage or shortages on delivery documentation. Claims for concealed damage must be filed directly with the carrier. Claims for defects must be submitted in writing to Apure Distribution within five (5) days of receipt. Failure to submit claims within this timeframe will constitute acceptance of the product and a waiver of all rights.

## **RETURNS**

Returns are only accepted within thirty (30) days from the delivery date or pickup from our warehouse. All returns must be approved in writing by Apure Distribution. Unauthorized returns will be rejected. Approved returns are subject to a 30% restocking fee and will be issued as merchandise credit only. Additional charges will apply for goods not in original condition. Return freight and taxes must be prepaid by the client.

## **INSTALLATION**

All installations must adhere to local building codes and regulatory standards. It is the client's obligation to ensure that installation is performed properly by a qualified professional. Apure Distribution offers comprehensive installation guides, which are accessible online or upon request to support proper implementation. While Apure may, at its sole discretion, provide product replacements in the event of a defect, the company does not cover any labor or installation expenses related to either its own products or third-party components, regardless of whether those third-party items are determined to be defective.



## **UL/ETL & TITLE 24 COMPLIANCE**

All fixtures are UL or ETL listed for compliance with North American safety standards. Select products are also certified JA8 and Title 24 compliant for use in California. These will be marked accordingly in technical documentation.

## **WARRANTY**

Apure Distribution offers a Limited Warranty against manufacturing defects under normal use. Complete warranty terms are available at [apurelighting.com/resources](http://apurelighting.com/resources).

## **INSIDE DELIVERY**

All truck deliveries are dockside unless otherwise requested. Inside delivery is available at an additional charge.

## **INTELLECTUAL PROPERTY & DESIGN CONCEPTS**

All product designs, visuals, illumination concepts, and technical documentation are the intellectual property of Apure Distribution, LLC and, where applicable, Porsche Design Studio. These assets are protected by copyright, design patents, trademarks, and other applicable intellectual property laws.

Clients are not permitted to reproduce, distribute, or use Apure's concepts, designs, or documentation outside the scope of the agreed-upon project. This includes illumination planning or concept proposals shared during pre-sales or design development stages.

Use of Apure's intellectual property without explicit written consent is strictly prohibited and may result in legal action.

In case of discrepancies between translated versions and this original document, the English version shall prevail.

## **LIMITATION OF LIABILITY**

Apure Distribution is not liable for indirect, incidental, or consequential damages, including construction delays, lost profits, or other economic losses. Liability is strictly limited to product replacement in the case of willful misconduct or gross negligence. Under no circumstances shall Apure Distribution be liable for any indirect, incidental, punitive, special, or consequential damages, including but not limited to delay penalties, design fees, or lost opportunity costs.



#### **INDEMNIFICATION**

The client agrees to indemnify and hold Apure Distribution harmless from any third-party claims, liabilities, or legal expenses resulting from misuse, improper installation, unauthorized modifications, or violations of local codes.

#### **CONFIDENTIALITY**

All pricing, technical information, project documentation, and communications are confidential. Clients may not disclose or share this information with third parties without Apure Distribution's prior written consent.

#### **ELECTRONIC COMMUNICATION**

The client consents to receive all correspondence, invoices, and order documentation electronically via email or other digital formats.

#### **CHANGE OF TERMS**

Apure Distribution reserves the right to update these Terms and Conditions at any time. Any changes will be communicated to clients in writing at least thirty (30) days prior to taking effect.

#### **NON-REFUNDABLE RETAINERS**

All retainers are non-refundable and may only be applied to the project for which they were issued. They are not transferable between individuals or projects. Any remaining balance at project completion is not eligible for refund or future credit.

#### **DISPUTE RESOLUTION**

Any dispute will be resolved first through mediation, then binding arbitration under the rules of the American Arbitration Association (AAA).

Governing Law: State of Florida

Venue: Miami-Dade County, Florida

#### **FORCE MAJEURE**

Apure Distribution is not liable for delays or failure to perform due to circumstances beyond its control, including but not limited to acts of God, war, terrorism, labor disputes, and government regulations.



#### **ACCEPTANCE OF TERMS**

By placing an order with Apure Distribution, LLC, the client acknowledges that they have read, understood, and agreed to these Terms and Conditions in full. Acceptance of these terms is a condition of sale and applies to all transactions unless otherwise agreed in writing by Apure Distribution.