



Apure Distribution, LLC
Standard Terms and Conditions of Sale

1. DEFINITIONS

For purposes of these Terms and Conditions:

“**Apure**” refers to Apure Distribution, LLC, a Florida limited liability company.

“**Client**” refers to the purchaser of products or services from Apure.

“**Products**” refers to lighting fixtures, components, drivers, accessories, and related items supplied by Apure.

“**Special Order**” refers to custom, modified, made-to-order, or non-stock products, including custom finishes, lengths, output configurations, plated products, or project-specific configurations.

“**Project**” refers to any order or group of orders associated with a single end-user installation or development.

“**FOB Miami**” means title and risk of loss transfer to the Client when Products leave Apure’s Miami, Florida warehouse.

2. SCOPE AND ACCEPTANCE

These Terms and Conditions govern all quotations, orders, sales, and deliveries of Products by Apure within the United States. Apure acts as a distributor and importer of architectural lighting products, including products manufactured in Germany and imported into the United States.

By placing an order, the Client acknowledges that these Terms and Conditions constitute the entire agreement between the parties unless otherwise agreed in writing by Apure. Any additional or conflicting terms proposed by the Client are expressly rejected and shall not be binding.

3. PRICING AND QUOTATIONS

All quotations are estimates unless otherwise stated in writing and are valid for thirty (30) days from the date of issuance.

Prices are NET FOB Miami and exclude freight, handling, insurance, duties beyond standard importation, storage, sales tax, installation, or other applicable charges unless explicitly stated in writing.

Pricing and specifications are subject to change without notice prior to order confirmation. Project-specific pricing applies only to the approved Project and may not be transferred or reused.



4. PAYMENT TERMS – CASH IN ADVANCE

All orders are 100 percent cash in advance. Orders are confirmed only upon written acceptance by Apure and receipt of full cleared payment. No production, procurement, importation, or reservation of inventory will commence until full payment has been received.

Accepted payment methods include wire transfer, ACH or e-check, check by mail, and credit card. Payments made by credit card are subject to a 2.5 percent processing fee. This fee is non-refundable.

Approved refunds, if any, will be issued via ACH or e-check only, regardless of original payment method. Payments may not be withheld, reduced, or offset for any reason, including disputes, delays, or third-party claims.

Failure to remit payment in accordance with these terms may result in order cancellation at Apure's sole discretion.

5. PROJECT REGISTRATION REQUIREMENT

All orders must be tied to a registered and approved Project within Apure's Project Registration Portal. Each Project will be assigned a unique Project ID, which must be referenced on all correspondence, quotations, purchase orders, and invoices.

Apure reserves the right to reject, suspend, or cancel any order that does not have an approved Project Registration on file.

6. PRODUCTION, IMPORTATION, AND LEAD TIMES

Published lead times are estimates only and commence upon receipt of full payment and final approved specifications. Lead times are not guaranteed.

Products may be manufactured outside the United States, including in Germany, and imported into the United States by Apure. Manufacturing schedules, international freight, customs clearance, inspections, and governmental procedures may impact delivery timelines.

Expedited production or shipping may be available at additional cost and reflects actual expenses incurred. All expedited fees are non-refundable.



Orders placed between July 1 and August 31 may experience extended lead times due to European manufacturing holidays. Apure is not responsible for construction delays related to manufacturing schedules, importation processes, or shipping timelines.

7. ORDERS, CHANGES, AND CANCELLATIONS

All orders must be submitted in writing. Verbal orders are not accepted.

Special Orders are non-cancellable and non-returnable. Orders may not be changed or canceled once production has commenced.

Any cancellation approved prior to the start of production is subject to a cancellation fee equal to thirty (30) percent of the Product list price.

8. SHIPPING AND DELIVERY

Shipping dates are estimates and not guaranteed. Apure will select the carrier and shipping method unless otherwise agreed in writing. Partial shipments may occur.

Risk of loss transfers to the Client when Products leave Apure's Miami warehouse. Apure is not responsible for delays or damages caused by carriers, customs authorities, force majeure events, port congestion, labor disruptions, or site conditions.

Dockside delivery is standard. Inside delivery, re-delivery, storage, demurrage, and access-related charges are the responsibility of the Client.

9. ALLOCATION OF PRODUCTS

In the event of limited product availability, supply chain disruption, or manufacturing constraints, Apure reserves the right to allocate available Products among clients in its sole discretion without liability.

10. STORAGE AND UNCLAIMED MERCHANDISE

Products held at Apure's warehouse more than three (3) days after notice of availability may be subject to storage fees of \$25 per pallet per day.

Merchandise not claimed within six (6) months from the last payment may be deemed abandoned. Apure may return such merchandise to inventory for resale. Any prior payment may be applied as a credit toward future Apure orders, excluding fees, freight, and storage charges.



11. CLAIMS AND INSPECTION

The Client must inspect Products immediately upon receipt. Any damage, shortage, or discrepancy must be reported in writing with images within forty-eight (48) hours of delivery.

Failure to provide notice within this timeframe constitutes acceptance of the Products and a waiver of all claims.

Claims for shipping-related damage must be filed directly with the carrier. Apure is not responsible for carrier-related damage.

12. RETURNS

Returns are accepted only with prior written authorization from Apure and must be requested within thirty (30) days of delivery.

Approved returns are subject to a thirty (30) percent restocking fee and will be issued as merchandise credit only.

Special Orders are non-returnable. Return freight, taxes, and all associated costs are the responsibility of the Client.

13. PRODUCT SPECIFICATIONS; SCOPE OF RESPONSIBILITY

Apure is a manufacturer and distributor of architectural lighting products and provides technical specifications, cut sheets, and product documentation to support the Client's evaluation and selection of Products.

Unless Apure is expressly engaged in writing to provide illumination planning or design services, Apure's responsibility is limited to supplying Products that conform to the specifications confirmed in the Client's order. The Client is solely responsible for selecting the appropriate Products for the intended application, including verifying performance requirements, quantities, mounting conditions, compatibility with other systems, and compliance with applicable laws, codes, and project requirements.

Any layouts, markups, or technical guidance provided prior to order confirmation are intended to support product selection and do not relieve the Client or its consultants of responsibility for final design coordination, documentation, and approval.



Nothing in these Terms shall be construed as Apure assuming architectural, engineering, electrical, or life-safety design responsibility unless expressly agreed in a separate written agreement signed by Apure.

14. INSTALLATION AND USE

Products must be installed in accordance with all applicable laws, codes, and Apure installation guidelines. Installation must be performed by qualified professionals.

Apure does not cover labor, installation, removal, repairs, or third-party costs under any circumstances.

15. COMPLIANCE AND EXPORT CONTROLS

Products are UL or ETL listed as applicable. Certain Products may additionally be JA8 and Title 24 compliant when specified.

The Client agrees to comply with all applicable export control laws, sanctions, and re-export restrictions. Products may not be resold, transferred, or exported in violation of United States or international regulations.

16. WARRANTY

Apure provides a Limited Warranty against manufacturing defects under normal use. The full warranty terms available at apurelighting.com/resources are incorporated by reference and govern exclusively.

17. INTELLECTUAL PROPERTY

All product designs, drawings, renderings, illumination concepts, patents, and technical documentation remain the exclusive intellectual property of Apure Distribution, LLC and, where applicable, Studio F.A. Porsche. Unauthorized reproduction, distribution, or use outside the scope of the approved Project is strictly prohibited.

18. LIMITATION OF LIABILITY

Apure's liability is limited solely to repair or replacement of defective Products. Under no circumstances shall Apure be liable for indirect, incidental, consequential, punitive, or economic damages, including construction delays, lost profits, design fees, or lost opportunities.

19. INDEMNIFICATION

The Client agrees to indemnify and hold Apure harmless from any claims, damages, liabilities, penalties, or legal expenses arising from misuse, improper installation, unauthorized modification, inaccurate specifications, or violation of applicable laws or regulations.



20. CONFIDENTIALITY

All pricing, technical information, and project-related documentation are confidential and may not be disclosed without Apure's prior written consent.

21. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of the State of Florida.

Any dispute shall be resolved first through mediation and, if unresolved, through binding arbitration administered by the American Arbitration Association. Venue shall be Miami-Dade County, Florida.

22. FORCE MAJEURE

Apure is not liable for failure or delay in performance caused by events beyond its reasonable control, including acts of God, labor disputes, war, terrorism, pandemics, supply chain disruptions, port closures, or government action.

23. WAIVER AND SEVERABILITY

Failure by Apure to enforce any provision shall not constitute a waiver of future enforcement. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

24. SURVIVAL

Provisions relating to payment obligations, limitation of liability, indemnification, confidentiality, intellectual property, governing law, and dispute resolution shall survive completion, cancellation, or termination of any order.

25. MODIFICATION OF TERMS

Apure reserves the right to modify these Terms and Conditions from time to time. Any revised Terms shall apply only to orders placed after the effective date of such revisions. Continued placement of orders constitutes acceptance of the Terms in effect at the time of order.

26. ACCEPTANCE OF TERMS

Placement of an order with Apure Distribution, LLC constitutes full acceptance of these Terms and Conditions.