



Apure Distribution, LLC Terms and Conditions

STANDARD CONDITIONS OF SALE

Apure Distribution, LLC (referred to as "Apure Distribution") requires a 50% deposit and acceptance of all terms and conditions to process orders or to reserve items in current stock. The final balance is due on the ship date from factory. Prices quoted are NET FOB Miami and do not include installation, unless specified. Handling, delivery, and/or shipping from Apure Distribution's Miami warehouse to the final job site are NOT included in the merchandise value. Quotes that include special pricings are specific to the project only. Orders cannot be canceled or modified once processed. Lead times for orders are generally estimated to be 10-12 weeks from the date of deposit. Please note that our European manufacturers are closed for the entire month of August for holiday, so any orders placed between July 1st and August 31st are subject to extended lead times. Apure Distribution cannot be held responsible for any delays in construction due to delivery times.

Prices

Prices do not include crating charges, storage or insurance charges, shipping charges from the warehouse to the construction site, sales tax, or other taxes, unless specified. Prices and specifications are subject to the prevailing prices at the time of acknowledgement. Written quotes and estimates are valid for a period of four (4) weeks only.

Terms

Apure Distribution, LLC requires a 50% deposit, with the final invoice issued and due on the shipment date from the factory. Payment of the deposit is due upon issuance of the sales order and/or invoice. Once the order arrives at our Miami warehouse, the client(s) will be notified one final time to remit payment, if it hasn't been submitted already. Payments shall be considered delinquent if not paid within ten (10) days of invoice issuance. All delinquent invoices, including storage, will be charged at an amortized rate of 18% per year. Clients must make arrangements to pick up or have their merchandise delivered within three (3) days of arrival at the warehouse. After the third day, Apure Distribution reserves the right to assess storage fees of \$25.00 per day/per pallet, which will be invoiced on a monthly basis. Apure Distribution additionally reserves the right to cancel any order with delinquent invoices after a period of 90 days. In such cases, any deposits made by the client will be returned minus a restocking fee of 30% of the list price of the product within thirty (30) days to cover the costs incurred by the cancellation. In the event that legal action is required to recover outstanding payments, the buyer will be held responsible for all collection costs and attorney fees incurred by Apure Distribution.

Unclaimed Merchandise (Self-Pickup)

If the client pays the invoice in full within six (6) months but fails to remit monthly payment for storage, the merchandise will be deemed unclaimed after six (6) months of the last received storage payment. Apure Distribution, LLC will make one (1) final attempt to contact the client to retrieve their order and pay storage fees. If full payment is not received within two (2) business days, the merchandise will be deemed unclaimed, and Apure Distribution, LLC will have the right to place the client's full order back in stock for immediate resale. The client will be responsible for repurchasing their order at a later date and will be subject to any price increase, if applicable, and current lead times. Original payments made by the client will be honored; however, the client will be responsible for any and all shipment charges.



Orders

All orders must be in writing. No verbal orders will be accepted. Orders are subject to our acceptance at Apure Distribution, LLC headquarters by our issuance of a formal sales order, order confirmation, and/or invoice and are subject to the terms and conditions set forth herein. The Apure Distribution, LLC sales orders, order confirmations, and/or invoice supersede all prior writings and may not be modified except upon issuance by Apure Distribution of a revised invoice. Orders are not considered binding until the issuance of a formal sales order, order confirmation, and/or invoice by Apure Distribution, LLC. The client is solely responsible for the specifications submitted to us.

Order Changes and Cancellations

Special order merchandise is not subject to change or cancellation under any circumstance. Special orders include, but are not limited to: custom length profiles, custom-colored or plated merchandise, chrome-plated merchandise, and 18kt gold-plated merchandise. Orders can not be canceled or modified once production or processing has started. If an order is canceled during this stage a 30% cancellation fee from list price will apply.

Shipments

Unless shipping instructions are stipulated and paid by the client, Apure Distribution, LLC will exercise its judgment in selecting a carrier and route on behalf of the client, ex-factory Germany. We reserve the right to make partial shipments. All delivery dates quoted are approximate only. All orders are further subject to delay or failure of delivery due to strikes or other labor difficulties, failure or delay of the source of supply, transportation difficulties, loss of or damage to sea containers, war, riot, fire, accident, compliance with government regulations, acts of God, or other causes beyond our control. The client bears all risk of loss or damage once the merchandise leaves our Miami warehouse.

Claims

Apure Distribution, LLC is not responsible for damage or loss suffered in transit by third parties or in storage by third parties. All merchandise has been carefully inspected and packed according to, and frequently beyond, industry standards. At the time of delivery, the client should examine cartons carefully and note any visible damage or shortage on the delivery receipts. The consignee must claim any damage or loss at delivery with the third-party carrier. The consignee is also protected against concealed damages if a claim is filed with the third-party carrier. Any claims against Apure Distribution for defects on lighting fixtures must be made in writing by the client to Apure Distribution, LLC within five (5) days of delivery. Failure to make such a claim shall constitute full acceptance of the merchandise and a waiver of all defects, shortages, and errors ascertainable under inspection.

Returns

No merchandise may be returned without written consent and shipping instructions from Apure Distribution, LLC. Unauthorized returns will not be accepted. Authorized returns will be subject to a restocking charge of thirty (30) percent of the list price and will be issued in the form of merchandise credit. In cases where the goods received are not in the original condition in which they left the factory, an additional charge for restoration to that original condition will be made. All return transportation and applicable taxes must be prepaid.

UL/ETL Standard

All fixtures sold by Apure Distribution, LLC are individually UL or ETL listed. Each fixture marked with the UL or ETL label has been tested and is proof that the product is compliant with North American and UL safety standards.

Installation of Lighting Fixtures

All installations must conform to the local code. Clients are solely responsible for the correct and appropriate professional installation of fixtures. Apure Distribution will provide the installer with comprehensive installation manuals. Installation manuals are also available online and upon request.



Limited Warranty

Apure Distribution provides a Limited Warranty for its products. The details of the warranty can be found online at apurelighting.com.

Inside Delivery

Unless specifically requested by the client, all truck deliveries are dockside. Additional inside delivery services must be specifically requested and will incur a charge.

Patents, Trademarks, and Design

The products shown in our catalog and described in our price list are, and remain, our property, and in part the property of Porsche Design Studio. The products are protected by copyright and may include other protective laws, including, but not limited to, utility and design patents, and trademarks. All dimensions and weights shown are approximate.

Limitation of Liability

Apure Distribution shall not be held liable for any damages or losses incurred by the client, except for cases of willful misconduct or gross negligence on the part of Apure Distribution.

Product Warranty

Apure Distribution warrants that its products will be free from defects in materials and workmanship under normal use for a specified period. The duration and terms of the warranty can be found in the Limited Warranty provided by Apure Distribution and on our website: apurelighting.com

Intellectual Property Infringement

Apure Distribution shall not be held responsible for any claims or damages arising from intellectual property infringement related to the products sold. It is the client's responsibility to ensure that the use of the products does not infringe upon any patents, trademarks, or other intellectual property rights of third parties.

Non-Refundable Retainers and their Limitations

Any retainers paid by the client are strictly non-refundable under any circumstances. The client acknowledges and agrees that the retainers can only be applied towards the purchase of Apure merchandise directly related to the project as planned and agreed upon. Retainers cannot be transferred to any other projects, services, or individuals, and their use is exclusively restricted to the specific project stated in these terms. In the event that the project is terminated or canceled, the retainers shall be forfeited and the client shall have no claim or entitlement to their refund or transfer. The retainers shall be utilized solely for the procurement of Apure merchandise as outlined in the design plan, and any remaining balance after the project's completion shall not be refunded to the client. The client understands and accepts that the retainers are separate from any other fees or payments mentioned in these terms and have no bearing on those charges.

Dispute Resolution

Any disputes or disagreements arising shall be resolved through mediation or arbitration, in accordance with the applicable laws and regulations.

Force Majeure

Apure Distribution shall not be liable for any failure or delay in performing its obligations under this agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, strikes, or government regulations.