

## **Apure Distribution, LLC**

### **Terms and Conditions**

#### **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 current stock. Final balance is due at shipment sail date. Prices quoted are NET FOB Miami and do not include installation. Light bulbs are not included, unless specified. Handling, delivery and/or shipping from Apure Distribution's Miami warehouse to final job site is NOT included in the merchandise value. Quotes that include special pricings are specific to the project only. Orders CANNOT be cancelled or modified once processed. Lead times for orders are generally an estimated 10-12 week from the date of deposit. Our European manufacturers are closed the entire month of August for holiday, therefore any orders placed between July 1st and August 31st, may have 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 warehouse to construction site, sales and other taxes, unless specified at time of purchase. Prices and specifications are subject to prices prevailing at time of acknowledgement. Written quotes and estimates are valid for a period of four (4) weeks only.

#### **Terms**

Apure Distribution, LLC terms is 50% deposit, with balance due at shipment sail date. Payment of deposit is due upon issuance of sales order and/or invoice. The day the order arrives at our Miami warehouse, client(s) will be notified to remit final payment - if not already submitted. Payment shall be considered delinquent if not paid within ten (10) days. All delinquent invoices, including storage, will be charged at an amortized rate of 18% per year. Client's 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 will assess storage fees of \$25.00 per day / per pallet, which will be invoiced on a monthly basis. Buyers will be liable for collection costs and attorney's fees in any legal action.

#### **Unclaimed Merchandise (Self-Pickup)**

If the client pays the invoice in full, within six (6) months, but does 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 – should it apply - 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 and/or invoice and are subject to the terms and conditions set forth herein. The Apure Distribution, LLC sales orders 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 issuance of a formal sales order and/or invoice by Apure Distribution, LLC is provided. Client is solely responsible for the architectural specifications submitted 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, 18kt gold plated merchandise.

### **Shipments**

Unless shipping instructions are stipulated and paid by 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 source of supply, transportation difficulties, loss of or damage to sea container, war, riot, fire, accident, compliance with government regulations, acts of God, or other causes beyond our control. Client bears all risk of loss or damage once 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 time of delivery, client should examine cartons carefully and note visible damage or shortage on the delivery receipts. The consignee must claim any damage or loss at delivery with the third-party carrier. Consignee is also protected against concealed damages if claim is filed with third party carrier. Any claims against Apure Distribution for defects on lighting fixtures must be made to Apure Distribution, LLC by the client in writing within five (5) days of delivery. Failure to make such a claim shall constitute full acceptance of the merchandise and waiver of all defects, shortages, and errors ascertainable under inspection.

### **Returns**

No merchandise may be returned without written consent and shipping instructions by Apure Distribution, LLC. Unauthorized returns will not be accepted. Authorized returns will be subject to a restocking charge of thirty (30) percent of list price and is issued in the form of merchandise credit. In such case as 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.

### **ETL Standard**

All fixtures sold by Apure Distribution, LLC are individually C ETL US listed. Each fixture that is marked with an 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.

### **Inside Delivery**

Unless specifically requested by the client, all truck deliveries are dock side. 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. Products are protected by copyright and may include other protective laws including, but not limited to, utility and design patents, and trademark. All dimensions and weights shown are to be considered approximate.