

Apure Lizenz- und Handelsgesellschaft mbH

Terms & Conditions

General, Scope of the General Terms and Conditions, Special Agreements, Invalidation of Contractual Agreements

1.1. Apure Lizenz- und Handelsgesellschaft mbH (hereinafter called Apure) is a subsidiary of Apure Holding USA and appears on the market as a supplier of goods.

1.2. These terms and conditions apply to all future business relationships, even if they have not been expressly agreed again. These terms and conditions are deemed accepted at the latest when the goods or services are received.

1.3. If the customer does not agree to these terms and conditions, Apure must be informed immediately in writing. In the event of a written objection, Apure reserves the right to withdraw its offers and services without replacement, without the customer being able to derive any claims from them.

1.4. Purchasing conditions of the customer or changes to these terms and conditions as well as all other agreements and side agreements are only binding for Apure insofar as they have been legally recognized in writing by Apure.

1.5. If special contractual agreements between the parties or provisions of these terms and conditions are invalid or void, this does not result in the invalidity or nullity of the entire agreement. Rather, the invalid or void provisions are to be replaced by the contracting parties or by the judge with those that correspond to the applicable legal system and come as close as possible economically to the provisions to be replaced.

1.6. Submissions: Apure's terms and conditions take precedence over them if they conflict with submission provisions.

Offers and Prices, Conclusion of Contract

2.1. Offers from Apure are subject to change and subject to prior sale, unless their period of validity is expressly noted.

2.2. The prices stated in the price list and these terms and conditions are exclusive of VAT and shipping charges or fees.

2.3. Standard packaging is included in the sales price, special sea or air freight packaging will be charged separately depending on requirements.

2.4. The specifications of Apure products correspond to the data sheets valid and published at the time of purchase.

2.5. If an order deviates from the overall offer, Apure reserves the right to change the price accordingly.

2.6. For orders up to a net value of EUR 250.-, a small quantity surcharge of EUR 25.- is usually charged.

2.7. Lighting plans that are created at the request of the interested party can be offset if no corresponding delivery order is placed.

2.8. Conclusion of contract: The contract is concluded when Apure has received a written order. By concluding the contract, these terms and conditions are tacitly recognized and therefore binding.

2.9. After conclusion of the contract, changes or cancellations can only be made with mutual consent and costs may be borne by the client.

Delivery Periods, Delivery Contracts on Call

3.1. The confirmed delivery date is the shipping date from the factory in Germany.

3.2. The delivery times are adhered to the best of our ability. Any claims for compensation and damage, contractual penalties or a right of withdrawal due to missed deadlines will not be recognized.

3.3. The delivery period is extended appropriately in the event of operational disruptions, non-delivery by upstream / third party suppliers, official measures, if events of force majeure occur or if the customer is in default with the fulfillment of his cooperation and payment obligations as well as other contractual obligations.

3.4. In the case of contracts with continuous delivery on call, the call quantities and delivery dates for this must be communicated to us when placing the order. We are entitled to manufacture the total amount of the order according to our production planning at any time of the contract period, unless expressly contrary written agreements have been made.

3.5. Call orders: Goods must be accepted no later than one (1) week after the confirmed date. If this deadline is exceeded, you are entitled to final billing and to offset any capital interest and warehouse rent.

Delivery and Packaging

4.1. In the case of deliveries, the signature of the recipient is valid as confirmation that the shipment is complete and free of visible damage.

4.2. Disposal of packaging material is the responsibility of the recipient.

Liability and Transfer of Risk

5.1. Liability is based on the applicable statutory provisions and is limited to intent and gross negligence.

5.2. Apure is not liable to the business partner for damage due to negligence.

5.3. Unless special circumstances or written appointments justify an exception, the benefits and risks of the matter go to the conclusion of the contract.

Complaints, Notice of Defects

6.1. Incorrect and short deliveries as well as complaints must be made in writing within five (5) days after the arrival of the goods, otherwise the delivery is considered approved.

6.2. Visible transport damage or complaints are to be certified by the recipient at the time of acceptance by the last carrier.

6.3. In the event of a justified notice of defects, APURE can provide supplementary performance by returning the defective goods by rectification or replacement delivery. A credit of the value of the goods is excluded.

6.4. Luminaires and devices that are manufactured according to the customer's constructions, design specifications or models are excluded from the complaint, provided that any damage that occurs can be attributed to the customer's design errors.

Warranty & Guarantee

7.1. The warranty for APURE lights and devices is 2 (two) years after delivery from the factory and is limited to defects that are demonstrably related to material, execution or construction errors on the part of APURE or APURE GmbH.

7.3. Warranty claims against the seller or provider are only available to the direct buyer and are not transferable.

7.4. Any further guarantee or compensation is excluded. In particular, no costs for dismantling, plastering, reassembly and programming of lights and devices or their components, as well as for any other consequential damage, are assumed.

7.5. Likewise, no guarantee is given for material to which changes or repairs have been made by the customer or third parties or if the assembly or operating instructions have not been observed.

7.6. Defects caused by network contamination or voltage peaks are excluded from the guarantee.

7.7. When reselling goods that were not manufactured by APURE GmbH, the warranty terms of the respective manufacturer apply.

7.8. Any warranty claims also presuppose that the defective material from APURE is delivered prepaid and packed.

Terms of Payment, Financial Guarantees

8.1. For new customers, a payment of up to 100% can be requested before delivery. Invoices are usually payable as follows. A down payment of 50% of the order value when ordering, final payment 30 days net.

8.2. Other terms of payment must be agreed in writing.

8.4. For projects with an order value of EUR 100,000 or more, a down payment of up to 100% may be due when the order is placed. The delivery takes place after receipt of payment according to the delivery times of the confirmed order.

8.5. APURE can set and change individual credit limits for its customers. When the customer reaches their credit limit, further deliveries can be suspended.

8.6. If the customer has not paid the invoice by the due date or has raised objections in writing and with reason, he is in default of payment without the need for a reminder.

8.7. Reminder fees can be charged for reminders. In addition, the buyer / purchaser bears all costs that arise from the delay in payment (such as default interest).

8.8. If the buyer / purchaser is in default of payment, he agrees that APURE can involve a debt collection agency or that the amount requested can be assigned to a third party.

8.9. It is not permitted to reduce or withhold payments due to complaints, claims or counterclaims not expressly recognized in writing by APURE.

8.10. Security deposits such as Bank guarantees are only issued from a guarantee amount of € 300,000. In exceptional cases, the amount of the guarantee can be smaller by arrangement, with the costs being passed on to the client.

Retention of Title

9.1. Until the fulfillment of all payment obligations in accordance with the contract, the object of the contract remains the property of APURE, which is entitled to have this retention of title entered at any time in the debt enforcement office of the place of residence, registered office or business branch of the buyer / purchaser in the retention of title register.

9.2. The agreed retention of title applies in the relationship between the parties regardless of this entry.

9.3. The buyer / customer acknowledges and acknowledges that he is not entitled to dispose of the subject of the contract by resale, pledging or in any other way until full payment has been made. If he does so anyway or if the buyer / purchaser connects the object of the contract with land or property belonging to third parties, he assigns the claim to his contractual partner to APURE as a precautionary measure, without the need for a further assignment declaration.

Returns

10.1. Returns can only be accepted after prior agreement.

10.2. Only perfect, clean, originally packaged catalog products with a current LED version will be taken back from a net value of goods of Euro 200.-. These are credited to a maximum of 50% of the net value of the goods.

10.3. Damaged or modified material will not be credited.

10.4. Return material that arrives at APURE without prior notification cannot be processed and will either be returned, stored or disposed of in an environmentally friendly manner at the expense of the sender.

10.5. Custom-made products, modified standard models (color or design), specially purchased items and lamps are not taken back.

Repairs

11.1. Repairs outside of the warranty period or after the warranty period has expired will be offset against net price flat rates.

11.2. The warranty period for repairs carried out is limited to the spare and replacement parts used and is one (1) year.

Sample Shipments

12.1. In exceptional cases, standard samples or luminaires for lighting samples are provided for a maximum of one (1) month; Material not returned within this period will be charged. In any case, luminaires will be charged that have been modified or damaged by the recipient.

12.2. Samples that have to be specially made at the request of the interested party will be charged.

Property Right, Dimensional and Design Changes

13.1. APURE reserves the right to all drawings, drafts, circuit diagrams and cost estimates. APURE GmbH before the property and copyright. These documents are entrusted to the recipient personally and may be used without the written consent of APURE or. APURE GmbH is neither made accessible to third parties nor copied.

13.2. It is possible to deviate from illustrations, weights, tables of dimensions or other such information if this proves to be expedient.

Data Protection

14.1. The processing of the business relationship is supported by a data processing system. Accordingly, the customer's data is recorded in files or databases and stored until the end of the business relationship. This is all the data necessary for order, project and payment processing.

14.2. The customer hereby receives knowledge of this storage and agrees to it.

14.3. APURE adheres to the applicable legal regulations when handling this data.

14.4. The customer agrees that information about him can be obtained for the credit check and that APURE can pass on information about the payment processing (e.g. to a creditor association such as Creditreform).

Changes to the Terms and Conditions

15.1 APURE can change these terms and conditions and in particular the offers and prices at any time.

Place of Performance and Jurisdiction, Applicable Law

16.1. Place of performance and jurisdiction is Frankfurt / Main.

16.2. Unless these general terms and conditions contain any special regulations, the provisions of the HGB apply.

16.3. Should individual conditions of these general terms and conditions be or become ineffective, the remaining conditions are not affected.