

AFATEK AG

Terms and Conditions of Sale – Consumer Purchases (Mexico)

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§ 1 SCOPE OF APPLICATION AND PROVIDER

(1) These Terms and Conditions of Sale ("Terms") govern all contracts for the sale of goods concluded between **AFATEK AG**, Muenchener Strasse 13, 85247 Schwabhausen, Germany ("Seller", "We", or "Us") and individual consumers residing in or requesting delivery to Mexico ("Buyer" or "You") via the Seller's online shop.

(2) Any conflicting, divergent, or supplementary terms proposed by the Buyer shall not apply unless explicitly confirmed in writing by the Seller.

§ 2 CONTRACT FORMATION & TAX IDENTIFICATION (RFC / CURP)

(1) The presentation of products in the online shop does not constitute a legally binding offer, but rather an invitation to submit an order (invitatio ad offerendum).

(2) By placing an order, the Buyer submits a binding offer to conclude a purchase contract. The contract is officially formed when the Seller dispatches an explicit order confirmation via email or dispatches the ordered goods.

(3) **Tax Identification Requirement:** The Buyer must provide a valid Mexican Tax Identification Number (RFC - Registro Federal de Contribuyentes) or CURP at checkout as required for customs valuation and clearance by the Tax Administration Service (SAT - Servicio de Administración Tributaria).

§ 3 PRICING, CUSTOMS DUTIES, IMPORT TAXES, AND SHIPPING (DAP)

(1) All prices displayed for Mexican consumers are net prices excluding Mexican import duties and Value Added Tax (IVA - Impuesto al Valor Agregado), unless explicitly stated otherwise at checkout.

(2) Deliveries are executed as international cross-border shipments from Germany to Mexico under Delivered at Place (DAP) terms. The Buyer is solely responsible for paying all local import tariffs, IVA, customs handling fees, and pedimento processing costs levied by Mexican Customs (Aduanas de México) upon entry.

§ 4 DELIVERY AND PASSING OF RISK

(1) Delivery will be made to the delivery address specified by the Buyer within Mexico, subject to successful customs clearance.

(2) Risk of accidental loss, destruction, or damage to the goods passes to the Buyer upon handover to the Buyer or a designated representative at the delivery address.

§ 5 CONSUMER PROTECTION RIGHTS (PROFECO / LEY FEDERAL DE PROTECCIÓN AL CONSUMIDOR)

(1) Mandatory statutory consumer protection rights established under the Mexican Federal Consumer Protection Law (LFPC - Ley Federal de Protección al Consumidor) enforced by PROFECO shall apply to consumer sales.

(2) Statutory warranties for defective, non-conforming, or damaged goods apply in accordance with mandatory provisions under Mexican law.

§ 6 GOVERNING LAW AND JURISDICTION

(1) These Terms shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Mandatory legal protections under Mexican consumer law remain unaffected and shall apply wherever statutory regulations require.