

AFATEK AG

Commercial Terms and Conditions of Sale (B2B – New Zealand)

AFATEK AG • Muenchener Strasse 13 • 85247 Schwabhausen • Germany | Email: info@afatek.com

§ 1 COMMERCIAL SCOPE & BUSINESS PURPOSE

(1) These Commercial Terms and Conditions of Sale ("B2B Terms") exclusively govern all business transactions between **AFATEK AG**, Muenchener Strasse 13, 85247 Schwabhausen, Germany ("Seller") and commercial entities, corporations, sole traders, or public institutions registered in New Zealand ("Buyer").

(2) Contracts under these B2B Terms are strictly restricted to commercial integration, fleet operation, trailer manufacturing, or trade resale. Consumer transactions are explicitly excluded.

(3) **Contracting Out of CGA:** To the maximum extent permitted under Section 43(2) of the New Zealand Consumer Guarantees Act 1993, the Buyer agrees that the goods are acquired for business purposes and that the statutory guarantees under the Consumer Guarantees Act 1993 shall not apply.

§ 2 PRICING, EXPORT CUSTOMS, AND INCOTERMS

(1) All prices are net prices expressed in EUR or NZD, excluding local import taxes, customs clearance fees, freight, packaging, and transit insurance.

(2) Deliveries are executed Ex Works (EXW Schwabhausen, Incoterms 2020) or Delivered at Place (DAP designated New Zealand delivery location) as specified in the accepted purchase order confirmation. Import GST and local entry duties in New Zealand are the sole responsibility of the Buyer.

§ 3 PASSING OF RISK AND TRANSPORT

Risk of accidental destruction, damage, or loss passes completely to the Buyer upon handover of the consignment to the shipping carrier, freight forwarder, or transport agent at the Seller's warehouse in Germany.

§ 4 COMMERCIAL INSPECTION AND DEFECT NOTIFICATION

(1) The Buyer shall inspect incoming shipments immediately upon delivery at its premises. Obvious transit damage, shortages, or wrong deliveries must be reported to the Seller in writing with photographic documentation within five (5) business days of receipt.

(2) Failure to submit timely written notice within five (5) business days shall be deemed full acceptance of the shipment and a complete waiver of claims regarding visible defects.

§ 5 WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

(1) All statutory implied warranties under commercial law are excluded to the fullest extent permitted by law.

(2) The Seller accepts no liability for indirect losses, operational downtime, lost revenue, vehicle immobility, or consequential commercial damages.

THE SELLER'S MAXIMUM AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH AN ORDER SHALL BE LIMITED STRICTLY TO THE NET INVOICE VALUE OF THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

§ 6 INDEMNIFICATION

The Buyer agrees to defend, indemnify, and hold harmless the Seller against any third-party claims, liabilities, or expenses resulting from improper installation, commercial modifications, or unauthorized resale of the goods.

§ 7 GOVERNING LAW AND JURISDICTION

(1) These B2B Terms and any legal disputes arising out of them shall be governed exclusively by the substantive laws of the Federal Republic of Germany, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The sole venue for all disputes arising from or in connection with business relationships under these Terms shall be the competent court at the Seller's registered seat in Schwabhausen / Munich, Germany.

§ 8 SEVERABILITY CLAUSE

Should any individual provision of these B2B Terms be or become invalid or unenforceable, the validity of all remaining provisions shall remain fully intact.