

# AFATEK AG

## Terms and Conditions of Sale – Consumer Purchases (New Zealand)

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### § 1 SCOPE OF APPLICATION AND PROVIDER

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(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 New Zealand ("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

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(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) The Seller reserves the right to decline or cancel orders prior to dispatch due to product unavailability, technical pricing errors, or failed security checks.

### § 3 PRICING, DUTIES, IMPORT TAXES, AND SHIPPING (DAP / DDP)

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(1) All prices displayed for New Zealand consumers are net prices or GST-inclusive prices as indicated during checkout.

(2) Deliveries are made as international cross-border shipments from Germany to New Zealand. Unless explicitly agreed or indicated as DDP (Delivered Duty Paid), deliveries are handled under DAP (Delivered at Place) terms, meaning the Buyer is responsible for any local GST, customs duties, and import clearance charges levied by New Zealand Customs Service upon entry.

### § 4 DELIVERY AND PASSING OF RISK

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(1) Delivery will be made to the delivery address specified by the Buyer within New Zealand.

(2) Risk of accidental loss, destruction, or damage to the goods passes to the Buyer upon delivery to the Buyer or a designated third party (other than the carrier).

### § 5 STATUTORY CONSUMER GUARANTEES (CONSUMER GUARANTEES ACT 1993)

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(1) Nothing in these Terms excludes, restricts, or modifies any guarantees, rights, or remedies implied by the New Zealand Consumer Guarantees Act 1993 (CGA) or Fair Trading Act 1986 that cannot be lawfully excluded.

(2) If the goods fail to comply with an applicable guarantee under the CGA (e.g., acceptable quality, fitness for purpose), the Buyer is entitled to statutory remedies including repair, replacement, or refund in accordance with New Zealand law.

### § 6 RETURNS AND CANCELLATION

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(1) Orders cancelled prior to dispatch will be refunded in full.

(2) For non-defective items returned under voluntary goodwill return arrangements, the Buyer bears the return freight costs to Germany. Returned items must be unused and in original packaging.

## **§ 7 GOVERNING LAW AND JURISDICTION**

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(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 New Zealand consumer law remain unaffected and shall apply wherever required by statute.