

Commercial Terms and Conditions of Sale (B2B – United Kingdom)

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§ 1 Commercial Scope and Business Purpose

(1) These Commercial Terms and Conditions of Sale ("B2B Terms") exclusively govern all sales transactions between AFATEK AG, Muenchener Strasse 13, 85247 Schwabhausen, Germany ("Seller") and commercial purchasers, business entities, corporations, or registered sole traders in the United Kingdom ("Buyer").

(2) Transactions under these B2B Terms are strictly restricted to commercial integration, fleet operation, manufacturing, or commercial resale. Consumer purchases are expressly excluded.

§ 2 Pricing, Customs Clearance, and Incoterms

(1) All prices are net prices in GBP or EUR, excluding statutory sales taxes, packaging, freight, transit insurance, and import duties.

(2) Incoterms: Deliveries are executed Ex Works (EXW Schwabhausen, Incoterms 2020) or Delivered at Place (DAP designated UK address) as specified in the accepted purchase order. Buyer assumes full responsibility for UK customs declarations, tariffs, UK Import VAT, brokerage fees, and freight handling charges.

§ 3 Passing of Risk and Transport

Risk of accidental loss, damage, or deterioration passes completely to Buyer upon handover of the goods to the freight carrier, logistics provider, or buyer's forwarder in Germany. Seller accepts no liability for transit damage, carrier delays, or customs holds.

§ 4 Commercial Inspection and Defect Notification

(1) Buyer shall inspect delivered shipments immediately upon arrival at Buyer's facility. Claims for visible transit damage, missing items, or wrong deliveries must be submitted in writing with photographic proof within five (5) business days of receipt.

(2) Failure to submit written notice within five (5) business days constitutes unconditional acceptance of the shipment and a waiver of claims regarding visible defects.

§ 5 Warranty Disclaimer and Liability Limitation

(1) To the maximum extent permitted by applicable law, all statutory implied warranties or conditions under the Sale of Goods Act 1979 or equivalent statutory provisions are hereby excluded.

(2) Seller shall not be liable to Buyer for special, indirect, incidental, or consequential damages, including loss of revenue, lost profits, business interruption, or vehicle downtime.

(3) Seller's aggregate liability under any order shall not exceed the actual net amount invoiced and paid by Buyer for the specific goods giving rise to the claim.

§ 6 Commercial Indemnification

Buyer agrees to indemnify and hold harmless Seller, its officers, and employees against any third-party claims, liabilities, or legal expenses arising out of Buyer's resale, installation, modification, or commercial use of the products.

§ 7 Governing Law, Jurisdiction, and Arbitration

(1) These B2B Terms shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Disputes arising out of or in connection with these Terms shall be submitted to the jurisdiction of the competent court at Seller's registered seat in Schwabhausen / Munich, Germany, or resolved under ICC Arbitration rules at Seller's sole discretion.

§ 8 Severability

If any provision of these B2B Terms is held invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.