

Terms and Conditions of Sale – Consumer Purchases (United Kingdom)

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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 placed by individual consumers residing in or requesting delivery to the United Kingdom ("Buyer" or "You") via the online shop operated by AFATEK AG, Muenchener Strasse 13, 85247 Schwabhausen, Germany ("Seller", "We", or "Us").

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

§ 2 Contract Formation

(1) Product listings in the online shop constitute an invitation to treat and do not represent a legally binding offer.

(2) Submission of an order by Buyer constitutes a binding offer to purchase the selected items. The purchase contract is formally concluded only when Seller sends an order confirmation email or dispatches the ordered goods.

(3) Seller reserves the right to decline or cancel orders prior to dispatch due to stock unavailability, pricing errors, or failure to pass fraud prevention checks.

§ 3 Pricing, UK VAT, and Import Taxes (DAP)

(1) Prices are indicated in British Pounds (GBP) or Euros (EUR) as selected at checkout. Shipping charges are calculated and displayed separately prior to order completion.

(2) Import Duties and Local Clearance: Orders delivered from Germany to the United Kingdom are supplied on a Delivered at Place (DAP) basis unless stated otherwise. Buyer is responsible for all applicable UK Import VAT, customs clearance fees, and administrative charges levied by HM Revenue & Customs (HMRC) or delivery carriers upon arrival in the UK.

§ 4 Delivery and Passing of Risk

(1) Goods are delivered to the UK shipping address specified in Buyer's order.

(2) Risk of loss or damage to the goods passes to Buyer when the goods are delivered into the physical possession of Buyer or a third party designated by Buyer to receive the shipment.

§ 5 Statutory Right of Cancellation (Consumer Contracts Regulations 2013)

(1) Under the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, Buyer has the statutory right to cancel the contract within 14 days without giving any reason.

(2) The cancellation period expires 14 days from the day on which Buyer (or a nominated third party) acquires physical possession of the goods.

(3) To exercise the right to cancel, Buyer must inform Seller via a clear written statement (e.g., email to info@afatek.de).

(4) Effects of Cancellation: If Buyer cancels the contract, Seller shall reimburse payments received for the goods, including standard delivery costs (excluding supplementary costs arising from chosen

express delivery). Reimbursement shall be processed using the same payment method used for the initial transaction within 14 days of receiving returned goods or proof of return dispatch. Buyer shall bear the direct costs of returning the items to Germany.

§ 6 Statutory Consumer Rights (Consumer Rights Act 2015)

(1) Products supplied must conform to the contract, be of satisfactory quality, fit for purpose, and as described in accordance with the UK Consumer Rights Act 2015.

(2) If goods are faulty, damaged, or misdescribed upon arrival, Buyer is entitled to statutory remedies, including repair, replacement, or refund in accordance with UK consumer legislation.

§ 7 Limitation of Liability

(1) Nothing in these Terms limits or excludes Seller's liability for death or personal injury caused by negligence, fraud, or any statutory liability that cannot be excluded under UK law.

(2) Subject to mandatory statutory rights, Seller shall not be liable for indirect or consequential losses, business interruption, lost profits, or vehicle downtime.

§ 8 Governing Law and Jurisdiction

(1) These Terms and any dispute arising out of or in connection with them 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 consumer protection regulations of the United Kingdom remain unaffected and shall apply wherever required by law.