

Terms and Conditions of Sale (B2C) - USA

§ 1 Scope of Application and Provider (1) These Terms and Conditions of Sale ("Terms") govern all orders placed by individual consumers ("Buyer" or "You") residing in or requesting delivery to the United States of America via the online shop operated by AFATEK AG, Muenchener Strasse 13, 85247 Schwabhausen, Germany ("Seller", "We", or "Us").

(2) By placing an order, Buyer accepts and agrees to be bound by these Terms. Any terms or conditions provided by Buyer that differ from or contradict these Terms shall not apply unless explicitly agreed to in writing by Seller.

§ 2 Formation of Contract and Orders (1) Product display on the online store constitutes an invitation to treat and not a legally binding offer. Seller reserves the right to accept or decline any order in whole or in part at its sole discretion.

(2) Order placement by Buyer represents a binding offer to purchase. A purchase contract is established only when Seller transmits a formal order confirmation or dispatches the ordered goods.

(3) Seller reserves the right to cancel any order prior to delivery due to pricing errors, inventory shortages, or suspicion of fraudulent activity.

§ 3 Prices, Currency, Taxes, and Customs Duties (1) All prices are listed in United States Dollars (USD) or Euros (EUR) as displayed during checkout. Applicable delivery charges are stated separately prior to order completion.

(2) International Shipping & Import Duties: Orders shipped from Germany to the United States are sold on a Delivered Duty Unpaid (DDU / DAP) basis unless stated otherwise. Buyer is solely responsible for all applicable US federal, state, and local sales taxes, import duties, customs tariffs, broker fees, and clearance costs levied by US Customs and Border Protection (CBP) or carrier services.

§ 4 Shipment, Delivery, and Transfer of Risk (1) Delivery shall be made to the US delivery address specified by Buyer.

(2) Transfer of Risk (FOB Shipping Point): Risk of loss or damage to goods passes to Buyer immediately upon delivery of the items to the commercial carrier or freight forwarder in Germany. Seller shall not be held responsible for carrier delays, damage during transit, lost shipments, or customs holds once handed over to the carrier.

§ 5 Payment Terms and Title Retention (1) Buyer shall pay for goods using the payment mechanisms offered at checkout. Title to products remains with Seller until full payment of the purchase price and associated shipping charges has been received.

(2) In the event of unauthorized chargebacks or payment defaults, Buyer shall reimburse Seller for all legal fees, collection agency costs, and administrative expense incurred in recovering outstanding amounts.

§ 6 Inspection, Claims, and Return Policy (1) Inspection Requirement: Buyer must inspect delivered packages immediately upon receipt. Any claims for visible damage, missing items, or wrong deliveries must be submitted in writing to Seller within seven (7) calendar days of receipt.

(2) No Automatic Statutory Return Right: Except where required by applicable US state law, Seller does not grant an unconditional statutory right of withdrawal or return. Voluntary returns are

permitted solely at Seller's prior written authorization and may be subject to a restocking fee of up to 20% plus return shipping costs borne entirely by Buyer.

§ 7 Disclaimer of Warranties TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

§ 8 Limitation of Liability IN NO EVENT SHALL AFATEK AG, ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR VEHICLE DAMAGE) ARISING OUT OF OR RELATING TO PRODUCTS PURCHASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BUYER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

§ 9 Binding Arbitration and Class Action Waiver (1) Mandatory Individual Arbitration: Any dispute, claim, or controversy arising out of or relating to these Terms, product orders, or purchases shall be resolved through binding individual arbitration administered under the rules of the American Arbitration Association (AAA) or International Chamber of Commerce (ICC), rather than in court.

(2) Class Action Waiver: BUYER AGREES THAT ALL DISPUTES MUST BE RESOLVED ON AN INDIVIDUAL BASIS AND WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE PROCEEDINGS.

§ 10 Governing Law and Jurisdiction (1) These Terms and all transactions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without giving effect to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(2) To the extent arbitration does not apply, the courts having jurisdiction over Seller's corporate seat in Schwabhausen / Munich, Germany shall have exclusive jurisdiction.

§ 11 Severability If any provision of these Terms is held to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.