HÄFNER®
THE PERFECT WEIGHT

HÄFNER GEWICHTE GMBH
CONDITIONS OF SALE, PAYMENT, AND DELIVERY
AS OF: 10/2026

A. Validity of the Terms and Conditions

1. The following terms and conditions shall apply to all legal transactions concluded with us, including consulting services, information and the like provided in this context, even if the customer has communicated his own general terms and conditions. These shall therefore also apply to all future business relations, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted at the latest upon acceptance of the delivery items or service. Counter-confirmations of the purchaser with reference to his terms and conditions of business and purchase are hereby contradicted.

B. Contract conclusion

1. Our offers, price lists, general offers and cost proposals shall not be deemed binding.
2. An order shall only be deemed to have been accepted by our written order confirmation.
3. Subsidiary agreements, amendments and supplements to these terms and conditions and the contracts concluded shall only be legally effective if they have been confirmed by us in writing. The cancellation of the mandatory written form shall only become effective through our written confirmation.
4. We reserve the right of ownership and copyright to all documents belonging to our offers, such as drawings, samples, and catalogs. These may not be submitted to third parties or competing companies.
5. Documents such as drawings, descriptions, illustrations, brochures, and the like are only approximately authoritative and binding unless they are expressly designated as binding. We reserve the right to make appropriate changes in the interests of technical progress.
6. Unless otherwise agreed, the INCO-terms 2020 shall apply to the interpretation of the customary forms of contract.

C. Scope of delivery and services

1. The written order confirmation shall be authoritative for the content and scope of the delivery or service.
2. Partial deliveries are permissible.
3. The delivery period shall commence with the dispatch of the order confirmation, but not before the provision of the documents or approvals to be procured by the Purchaser.
4. The delivery dates confirmed by us shall be complied with as far as possible. The delivery deadline shall be deemed to have been met if the delivery item has left the factory or notification of readiness for dispatch has been given by the time the deadline expires.
5. In the event of unforeseeable, extraordinary hindrances and circumstances beyond our control (such as difficulties in procuring materials, machine damage, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, etc.), regardless of whether they occur at our plant or at a subcontractor, the delivery period shall be extended by the duration of the hindrance or disruption. If the delivery or service becomes impossible or unreasonable due to the circumstances, we shall be released from the delivery obligation. If the delivery period is extended or if we are released from the delivery obligation, the customer cannot derive any claims for damages from this.
6. Compliance with the delivery period requires the fulfilment of the contractual obligations of the purchaser.
7. In the event of a delay in delivery, the customer must grant us a reasonable period of grace. If the grace period is not complied with, the purchaser shall be entitled to withdraw from the contract if he has expressly declared this in writing before the grace period was granted. Further claims are excluded unless the damage was caused intentionally or by gross negligence.
8. If payment difficulties arise, if a significant deterioration in the financial situation becomes known or if an affidavit is issued on a list of assets of the customer or if a bill of exchange is in the possession of the customer, we shall be entitled to deliver only against security.
9. DAkkS-accredited calibration certificates – test certificates (manufacturer's calibration certificates) Calibrations within the DAkkS-accredited scope of services are completed with accredited calibration certificates. These are covered by the EA MLA and ILAC MRA and therefore bear the DAkkS accreditation symbol and the DAkkS calibration mark.

   If it is agreed with the customer that test certificates (manufacturer's calibration certificates) will be issued within the accredited calibration range, these are not accredited reports/certificates. These are not covered by the EA MLA and ILAC MRA and therefore do not contain an accreditation symbol or DAkkS calibration mark, nor any reference to the accreditation of the calibration laboratory.

D. Shipping and transfer of risk

1. Shipment shall be ex works. We shall be free to determine the mode and route of dispatch without being responsible for the most favorable transport, unless otherwise agreed.
2. The risk shall pass to the customer when the goods leave the factory, are handed over to a transport company or notification is given that the goods are ready for dispatch, even if

carriage paid delivery has been agreed and even if the transport is carried out using our vehicles. If dispatch is delayed due to circumstances for which we are not responsible, the risk shall also pass to the customer without notification when the goods are made available for dispatch.

3. The packaging and transport costs shall be borne by the customer.
4. Packaging materials such as cardboard boxes, foam padding, foam filling material and disposable pallets will not be taken back by us.
5. EUR exchange pallets, such as EUR wooden pallets and EUR mesh box exchange pallets, etc., are to be exchanged in equivalent condition with the transport company or with us upon delivery with our vehicle. The driver of the transport company or our vehicle is entitled to reject transport exchange goods if they do not correspond to the equivalent condition of the delivery. If the customer is not in a position to exchange these transport exchange goods on delivery, he is obliged to carry out this exchange within 8 days at his own expense or to return the transport exchange goods to our works free of charge. If an exchange or the return delivery is not possible or if the return deadline has been exceeded, we are entitled to invoice these means of transport.
6. Transport insurance for the delivery items shall be taken out by us as a matter of principle. The costs of the insurance shall be borne by the customer. A waiver of the transport insurance shall only exist if it is requested in writing by the customer. The respective insurance conditions of the respective insurance company shall apply. A replacement delivery in the case of transport of damaged delivery items shall only be made against payment.

E. Price and payment

1. Prices are calculated in euros.
2. Unless otherwise agreed, our prices are net ex works without statutory VAT, excluding packaging, which shall be charged at cost price. All ancillary costs, such as costs for freight, insurance, export, import, transit and other permits as well as certifications, shall be borne by the customer.
3. If no special agreement has been made, payment shall be made in cash from the date of the invoice within 10 days, free of any deductions, to our paying agent. Payments with discharging effect can only be made to our accounts or at our business premises.
4. If there are more than 4 months between the order confirmation and the agreed delivery date and if nothing else was agreed upon conclusion of the contract, our prices applicable at the time of delivery or provision shall apply.
5. Payment for cheques and bills of exchange shall only be deemed to have been made when they have been honored. We expressly reserve the right to refuse cheques and bills of exchange. The customer must bear discount and bill charges and pay them immediately.
6. If the customer defaults on a payment in whole or in part, all payment obligations of the customer towards us shall become due immediately, irrespective of the term of any bills of exchange accepted. This shall also apply to all other contracts not yet fully performed by both parties, from which we may also withdraw in this case. Furthermore, we are entitled to demand security for all our claims and to carry out outstanding deliveries only against advance payment or the provision of security.

7. If the payment deadline is exceeded, we shall be entitled to charge interest from this point in time at the rate charged by commercial banks for open overdrafts, but at least 4% above the respective discount rate of the Deutsche Bundesbank plus the statutory turnover tax, without the need for a special notice of default.
8. The withholding or reduction of payments or offsetting due to any notices of defects or counterclaims of the purchaser is only permissible if we have expressly agreed in writing or if the counterclaims have been legally established.

F. Retention of title

1. We retain title to all delivery items until all claims have been paid in full.
2. Processing and treatment shall be carried out for us to the exclusion of the retention of title in accordance with § 950 BGB.
3. In the event of combination, mixing or blending (§§ 947, 948 BGB) with other goods not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods delivered by us to that of the other goods at the time of combination, mixing or blending. The new item shall be deemed to be goods subject to retention of title within the meaning of these terms and conditions.
4. If the reservation of title exists, the customer may not sell, pledge, or assign the delivery item as security. He must inform us immediately if the delivery item is seized by third parties or otherwise disposed of.
5. In the case of deliveries to resellers, the latter shall be entitled to sell the goods subject to retention of title in the ordinary course of business, if they, for their part, retain title. The customer (reseller) hereby assigns to us all claims arising from the resale of the reserved goods in the amount corresponding to the value of the reserved goods. This shall also apply if the sale is made with other goods at a total price. The purchaser may only collect these claims if he passes the amounts on to us immediately. At our request, he shall be obliged to inform his customers of the assignment and to hand over to us all documents and information necessary for the assertion of our rights. In this case, he may no longer accept the amounts.
6. In the event of a breach of contract by the customer, in particular in the event of default in payment, we shall be entitled to take back the goods after issuing a reminder, and the customer shall be obliged to surrender the goods, unless the law on instalment payments applies. The assertion of the reservation of title shall not be deemed to be a withdrawal from the contract.

G. Confidentiality and data protection

1. Häfner Gewichte and the customer shall treat each other's confidential information as confidential and use it only for the intended purpose. Confidential information is all information (whether in writing, oral, electronic, digitally embodied, or in any other form) disclosed by one contracting party to the other contracting party for the intended purpose. Confidential information includes, in particular, trade secrets, inventions, and information marked as confidential. Information that is generally known and accessible at the time of disclosure, or that was already known to the other party at the time of disclosure, or that

has been made available to the other party by a third party in a legitimate manner, is not covered by the confidentiality obligation.

2. Häfner Gewichte and the customer shall ensure that any third party entrusted with the provision of services within the scope of the contract, whether as an employee, subcontractor, or in any other form, is bound to confidentiality and the protection of confidential information to the same extent as the contracting parties themselves.
3. Häfner Gewichte and the customer shall always process personal data that becomes known within the scope of the contract in compliance with the applicable data protection regulations (GDPR, Federal Data Protection Act, etc.).

H. Warranty

1. We are only liable for defects which were already demonstrably present at the time of dispatch.
2. The delivery items are to be inspected immediately upon receipt. If a defect is found, this must be reported to us immediately in writing (letter or fax). Defects in weights and cases shall only be considered within 10 days of receipt of the goods.
3. Surface damage such as scratches on weights shall only be recognized as a defect if it can be proven that it is caused by a defect or the direct wrapping (paper wrapping, fabric wrapping, case lining etc.).
4. We shall not be liable for damage caused by the following reasons:
   - incorrect use
   - natural wear and tear
   - Modifications or alterations to the delivery items as well as connection with units which have not been confirmed by us in writing
   - defective or improper handling and cleaning
   - extreme environmental influence
   - Use outside the purpose for which we intended it
5. We can refuse the fulfilment of the listed claims due to material defects if the purchaser does not fulfil his obligations from the business relationship with us.
6. In the event of justified complaints, we shall, at our discretion, either remedy the defect free of charge or supply a replacement free of charge.
7. A claim for cancellation or reduction of the purchase price shall only be given if, according to our decision, subsequent improvements cannot be made or are not possible, or if a replacement delivery cannot be made or if we fail to comply with the reasonable period of grace set for this purpose. Further claims of the purchaser, in particular a claim for compensation for damage which has not occurred to the delivery item itself, are excluded if we are neither guilty of intent nor gross negligence. We accept no liability for errors and consequential damage resulting from advice and recommendations given by us.
8. Claims for damages due to breaches of contract are excluded unless they are caused intentionally or by gross negligence.
9. All claims listed are subject to a limitation period of 6 months. The limitation period begins with the written notification of defects.

I. Infringement of property rights

If the delivery item is manufactured and delivered in a design specially prescribed by the customer (according to drawing, sample, or other specifications), the customer shall guarantee that the design does not infringe the rights of third parties, in particular patents, utility models and other industrial property rights and copyrights. The customer is obliged to indemnify us against all claims of third parties arising from such an infringement.

J. Non-contractual liability

Eon-contractual liability is excluded, except in the case of intentional infliction of damage.

K. Fulfilment and place of jurisdiction

1. Legal relations between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany.
2. Place of performance is Oberrot
3. The place of jurisdiction for any disputes and legal relationships arising from the supply contracts shall be, at our discretion, the Schwäbisch Hall Local Court, or the Heilbronn Regional Court for both parties.

L. Partial nullity

If a provision in these terms and conditions or a provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements.

An invalid provision shall be replaced by a valid provision which achieves the economic purpose pursued by it as far as possible.

M. Data protection

We undertake to process personal data in accordance with the Basic Data Protection Regulation and the applicable Federal Data Protection Act, to treat it confidentially and not to process this data outside the purpose of the respective contract, nor to disclose it to third parties. Further information on data protection at HÄFNER GEWICHTE GMBH can be found on our homepage.