

Price List 2026

Quality Locks

Connect people. Create access.

Special notes

- → The prices detailed in this price list are in euro per item, unless stated otherwise.
- → Prices are subject to change. We reserve the right to charge for our products at the current market rate.
- → This price list refers to brochure High Quality Locks 2026 (High Quality Locks EN · VA4 · 0226)
- → With the publication of this price list, effective from 01 March 2026, all earlier price lists cease to apply.
- → The prices quoted in this list are non-binding recommended prices.
- → VAT is charged separately at the statutory rate.
- → Printing errors, mistakes, technical and visual alterations excepted.
- → Classifications and certificates can be provided on request.

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Order example

9100G Fire safety object lock, backset 70, forend finish C690, locking plate 0400

9100G Fire safety object lock	€40.00
Backset 70	€3.00
Forend finish: C690 = price category 4	€10.00
Locking plate 0400 = price category 2	€3.00
Total price	**€56.00**

Price categories

Category	1	2	3	4	5	6	7	8	9	10	11	12
Price	€1.50	€3.00	€7.00	€10.00	€15.00	€20.00	€25.00	€30.00	€40.00	€50.00	€65.00	€150.00

Certifire Locks

certifire

Price category 9	Price category 10	Price category 11
€40.00	€50.00	€65.00

Price category	Article	Designation	Available Backsets* in mm (upcharge per 5mm extension)
9	9100G	Fire rated Sashlock	55-100
10	9100GSP	Fire rated Sashlock with Anti-thrust latch	55-100
9	9100GF	Fire rated Mortise Nightlatch-lock	55-100
9	9100GFL	Fire rated Latch-Lock	55-100
10	9100GF-SP	Fire rated mortise Nightlatch-Lock with Anti-thrust latch	55-100
9	9100GR	Fire rated Mortise Deadlock	55-100
10	9100GWC	Fire rated Mortise Bathroom-Lock	55-100
10	9100GE	Fire rated Mortise Escape-Lock with panic-function E	55-100
10	9100GE-SP	Fire rated Mortise Escape-Lock with Anti-thrust latch	55-100

Lock prices include locking plate and forend in edged or rounded version
***Backset extensions see page 12**

certifire *is a certification symbol of ELEMENT Warringtonfire*

Industrial locks

Price cat. 4	Price cat. 5	Price cat. 6	Price cat. 7	Price cat. 8	Price cat. 9	Price cat. 10
€10.00	€15.00	€20.00	€25.00	€30.00	€40.00	€50.00

Price category	Article	Designation	Available Backsets* in mm (upcharge per 5mm extension)
7	7734	Mortise Lock with transmission bar	45-80
7	7790	Mortise Bathroom-Lock,	45-80
7	7700-01	Mortise Latch-Lock	45-80
7	7734-01	Mortise Latch-lock latch only bolt with transmission bar	45-80
7	7730-02	Mortise Deadlock	45-80
7	77.34	Mortise Lock with transmission bar	45-80
4	234	Mortise lock for radiation protection doors	55
4	190	Lightweight internal door lock	55
8	2034	Front door lock	40-100
9	9034	Mortise Lock with transmission bar	45/55/60/70
6	334	Mortise lock with small case	55-100
6	334SL	Object lock for apartment entrance doors	55-100
6	334-01SL	Mortise sashlock with large case	55-100
6	334-01	Mortise sashlock with large case	55-100
5	300-01	Mortise sashlock with large case	55-100
6	300-01SL	Mortise sashlock with large case	55-100
6	310SL	Object lock	55-100
6	2500	Mortise Latch-Lock with small lock case	55
6	2730	Mortise Deadlock with small lock case	55-100
6	2700	Mortise Deadlock with small lock case	55/60/65/70/80
6	2710	Mortise Deadlock with small lock case	55-100
5	330-02	Mortise deadlock with large lock case	55-100
5	310-02	Mortise deadlock with large lock case	55-100
5	310	Object lock for apartment entrance doors	55
10	634	Object lock	55

Lock prices include locking plate and forend in edged or rounded version
***Backset extensions see page 12**

Sliding door locks/Special locks

Price cat. 7	Price cat. 8	Price cat. 9	Price cat. 10	Price cat. 11	Price cat. 12
€25.00	€30.00	€40.00	€50.00	€65.00	€150.00

Price category	Article	Designation	Available Backsets* in mm (upcharge per 5mm extension)
Sliding door locks			
8	4530	Swing door lock with large lock case	55-100
9	4700	Swing door lock with small lock case	–
9	4730	Swing door lock with small lock case	55
7	5530N	Sliding-door Lock with compass-bolt	55
Special locks			
12	8230	Mortise Lock for radiation shielding doors	40 and 80
12	8234	Mortise Lock for radiation shielding doors	40 and 80
11	9003	Mortise lock for sliding doors of operating theatres	45-100
11	9004	Mortise lock for sliding doors of operating theatres	45-100
11	9005	Mortise lock for sliding doors of operating theatres	45-100
11	9006	Mortise lock for sliding doors of operating theatres	45-100

Lock prices include locking plate and forend in edged or rounded version
***Backset extensions see page 12**

Special locks surcharges and accessories

Price cat. 2	Price cat. 3	Price cat. 5	Price cat. 7	Price cat. 9
€3.00	€7.00	€15.00	€25.00	€40.00

Price category	Designation
2	Forend 15 mm, edged
3	Forend 18 mm, edged
3	Forend 20 mm, edged

Accessories

Price category	Article	Designation
5	0601	Round bar, Ø 10 mm, up to 1.500 mm
7	0601	Round bar, Ø 10 mm, as from 1.501 mm
2	0604	Bar guiding plate

Tubular frame locks/CES vario

Price cat. 6	Price cat. 7	Price cat. 8
€20.00	€25.00	€30.00

Price category.	Article	Designation	Available Backsets in mm
Tubular frame locks			
8	5434	Mortise Lock with transmission bar	25/30/35/40/45
8	5834	Mortise Lock with transmission bar	20/26/30
9	5630	Mortise Lock with roller-latch	30/35/45
7	5530	Mortise Deadlock	25/30/35
CES vario			
7	0720	Sashlock for solid door	45-80
6	0701	vario renovation lock body	55
6	0702	vario renovation lock body	55/60/65/70/80/90/100
6	0705	vario Industrial-building lock-body	55/60/65/70/80/90/100
6	0706	vario Industrial-building lock-body	55/60/65/70/80/90/100

CES vario - Backsets surcharges

Backsets in mm	Price	Exception
45	€0.00	
50	€0.00	0705, 0706 surcharge 7,50 €
55	€0.00	
60	€0.00	0705, 0706, 0715, 0720 no surcharge
65	€1.50	0715, 0720 no surcharge
70	€3.00	
75	€4.50	
80	€6.00	
90	€9.00	
100	€12.00	

CES vario - Fitting forend for 720, 701-706

Price cat. 10	Price cat. 12
€50.00	€150.00

Price category	Article	Designation	Dimensions in mm
10	0731	Fitting forend according to DIN 18251-1 edged or rounded, satin stainless steel Packing unit: 15 pcs	for rebated doors: 20, 22 for flush doors: 24
12	0732	Fitting forend according to DIN 18251-1 edged or rounded, brass, polished Packing unit: 15 pcs	for rebated doors: 20, 22 for flush doors: 24

CES vario Flex

Article	Designation	Backsets in mm	Net price
CVFSTARTSET	CES vario Flex starter set	30, 35, 40 and 45 mm	€69.00
CVFPROFISET	CES vario Flex „Pro Set“ in robust plastic case	30, 35, 40 and 45 mm	€94.00
Retrofit kit	Restocking kit for completing the construction kit		€48.00
CVFKOFFER	CES vario Flex mounting case (empty)		€32.00

Object locks/Glass door locks/ Security locks

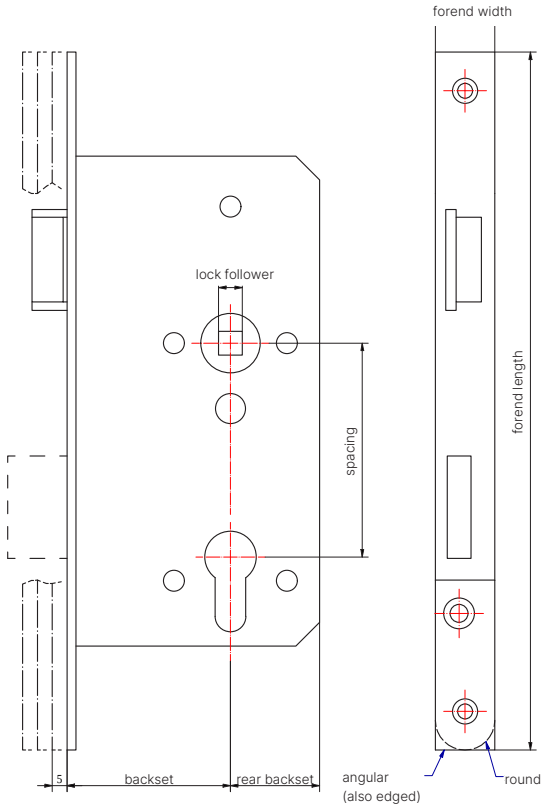
Price cat. 6	Price cat. 8	Price cat. 9	Price cat. 10	Price cat. 12
€20.00	€30.00	€40.00	€50.00	€150.00

Price category.	Article	Designation	Available Backsets* in mm (upcharge per 5mm extension)
Object locks			
8	8.000	Object lock	55-100
8	8.000WC	Object lock	55-100
8	8.000F	Object mortise sashlock	55-100
9	8.000SP	Object lock with spring bolt	55-100
9	8.000F-SP	Object lock with spring bolt	55-100
8	9,000	Fire safety object lock	55-100
8	9.000F	Fire safety object mortise sashlock	55-100
9	9000SP	Fire safety object lock with spring bolt	55-100
9	9000F-SP	Fire safety object mortise sashlock with spring bolt	55-100
10	9000E	Fire safety panic lock	55-100
10	9000E-SP	Fire safety panic lock with spring bolt	55-100
Glass door locks			
10	4034	Glass door locks with connection dimensions	30-45
Security locks			
6	434SL	Public authority lock	55-100
6	490SL	Public authority lock	55-100
6	434	Public authority lock	55-100
6	490	Public authority lock	55-100
12	9934	Self-locking panic lock	55/65
12	9934FH	Self-locking panic lock	55/65

Lock prices include locking plate and forend in edged or rounded version
***Backset extensions see page 12**

Backset extensions

Backset extensions from 65 - 260 mm (5 mm increments)	€1.50



Backsets in mm	Price	Article
40	€7.50	2038
45	€7.50	834, 890, 2038
50	€7.50	2038, 9004, 9006
55	€1.50	2034
60	€4.50	9004, 9006
65	€0.00	2034, 2038, 8000, 8000WC, 8000F, 8000SP, 8000F/SP, 9000, 9000F, 9000SP, 9000F/SP, 9000E, 9000E/SP, 9000WC, 9000R, 9004, 9006
65	€4.50	9004, 9006
110/120/130	€52.50	2034, 2038, 2500
135/140/145/150	€52.50	2038
160/170/180	€60.00	2038

Locking plates

Price cat. 2	Price cat. 4
€3.00	€10.00

Price category	Article	Designation
2	0400	Angled locking plate for folding door
2	0402	Angled locking plate for folding door
2	0408	Angled locking plate for folding door
2	0422	Angled locking plate for folding door
2	0433	Angled locking plate for folding door
2	0439	Angled locking plate for folding door
2	0445	Angled locking plate for folding door
2	0502	Flat striking plate for flush door
2	0504	Flat striking plate for flush door
2	0504-11	Flat striking plate for flush door
2	0504-16	Flat striking plate for flush door
2	0512	Striking plate
2	0514	Striking plate
2	0522	Flat striking plate for flush door
2	0522-14	Flat striking plate for flush door
2	0522-16	Flat striking plate for flush door
2	0522-17	Flat striking plate for flush door
2	0522-18	Flat striking plate for flush door
2	0507	Locking plate
2	0508	Locking plate
2	0510	Locking plate
2	0511	Locking plate

Locking plates without lock

Options

Forend finishes

Price cat. 3	Price cat. 4	Price cat. 7	Price cat. 8	Price cat. 10
€7.00	€10.00	€25.00	€30.00	€50.00

Price category	Abbreviation	Designation	Only for article
3	BLME	Brass, unlacquered	
4	C640	Sunset Bronze - unicolor	
4	C650	Rising Bronze - unicolor	
4	C660	Dawn Bronze - unicolor	
4	C670	Moonlight Silver - unicolor	
4	C680	Dusk Grey - unicolor	
4	C690	Midnight Black - unicolor	
4	EDMA	Stainless steel, matt ground	110, 190, 234, 7700/01
4	EDPO	Stainless steel, polished	
4	LALG	Light grey lacquered	
4	LAMS	Brass effect lacquered	
4	LANS	Nickel silver lacquered	
4	LAWS	White lacquered	
4	MSA1	Brass antique copper	
4	MSB1	Brass, burnished	
10	MSB2	Brass, light burnished	
4	MSB3	Brass, dark burnished	
4	MSM1	Brass, matt (without clear lacquer)	
4	MSMA	Brass, matt, clear lacquered	
7	MSMN	Brass, matt nickel-plated	
4	MSP1	Brass, polished (no lacquer)	
4	MSPC	Polished brass, chrome-plated	
8	MSPN	Polished brass, nickel-plated	
4	MSPO	Brass, polished and clear lacquered	

Fire.rated locks

(9100, 9100SP, 9100F, 9100FL, 9000F-SP, 9100R, 9100WC, 9100E und 9100E-SP) are only available with stainless steel forend and look-and-feel finishes (C640/C650/C660/C670)

For the following locks, no forend finishing is available:

99334/9934FH, 8330/8334, 8230/8234, 4034, 4014, 234, 190

Options

Locking plates finishes

Price cat. 1	Price cat. 2	Price cat. 3	Price cat. 4	Price cat. 7	Price cat. 8
€1.50	€3.00	€7.00	€10.00	€25.00	€30.00

Price category	Abbreviation	Designation
2	30	Polished brass, unlacquered
2	BLME	Brass, unlacquered
3	C640	Sunset Bronze - unicolor
3	C650	Rising Bronze - unicolor
3	C660	Dawn Bronze - unicolor
3	C670	Moonlight Silver - unicolor
3	C680	Dusk Grey - unicolor
3	C690	Midnight Black - unicolor
1	EDMA	Stainless steel, matt ground
4	EDPO	Stainless steel, polished
3	LALG	Light grey lacquered
3	LAMS	Brass effect lacquered
3	LANS	Nickel silver lacquered
3	LAWS	White lacquered
4	MSA1	Brass antique copper
4	MSB1	Brass, burnished
8	MSB2	Brass, light burnished
3	MSB3	Brass, dark burnished
2	MSM1	Brass, matt (without clear lacquer)
3	MSMA	Brass, matt, clear lacquered
7	MSMN	Brass, matt nickel-plated
3	MSP1	Brass, polished (no lacquer)
4	MSPC	Polished brass, chrome-plated
8	MSPN	Polished brass, nickel-plated
3	MSPO	Brass, polished and clear lacquered

Options

Price cat. 2	Price cat. 3	Price cat. 5	Price cat. 6	Price cat. 7	Price cat. 8
€3.00	€7.00	€15.00	€20.00	€25.00	€30.00

Price cat. 9	Price cat. 10
€40,00	€50.00

Description	Price category
With noise damping	2
With crank latch	2
Use with 1 key	2
Use with 2 keys	2
1 key	2
2 keys	2
3 keys	2
4 keys	3
5 keys	3
High deadbolt	7
Special forend, total length 150-208 mm	6
Special forend, total length 260-500 mm	7
Forend slant 1-4 mm, 91,25° – 95,00°	5
Stulpschräge 5-9 mm, 96,25° – 101,25°	8
Stulpschräge 10-15 mm, 102,50° – 108,75°	9
Stulpschräge 16 – 24 mm, 110,00° – 120,00°	10

General terms of supply and payment

1. Binding nature of these terms and conditions

1.1. All our deliveries and performances and, where relevant, any dependently or independently issued guarantees shall apply towards companies, legal entities under public law or special funds under public law, exclusively in accordance with the following terms and conditions, now and also in the future.

1.2. The validity of other terms or conditions is – including for future transactions – expressly refuted, except where they are in agreement with our terms and conditions or are expressly made an object of the contract by us in writing. These general terms and conditions of supply and payment do not apply to consumers, section 13 German Civil Code (BGB).

2. Subject of performance

2.1. A legally binding contractual relationship with the Orderer only exists when we either send the ordered goods or have confirmed the order in writing, at our discretion, which can be done by fax, e-mail or computer written without signature, provided that our authorship is established. Our order confirmation is definitive for the scope, type and time of delivery or performance of service.

2.2. The documents associated with the offering such as drawings, data sheets, illustrations, plans, etc. are only of subordinate importance and are only significant for the contractual nature of the delivery or performance where this is expressly designated as binding. Each contractual partner shall use all the documentation (also including samples, models and data) and knowledge that he gains from the business relationship solely for the jointly pursued purposes and shall maintain their confidentiality towards third parties with the same care as he does with corresponding documents and knowledge of his own, if the other contractual partner designates them as confidential or has an obvious interest in their remaining confidential. This obligation begins from the initial receipt of the documents or knowledge and ends 36 months following the end of the business relationship. The obligation does not apply to documents and knowledge that are common knowledge or that were already known to the contractual partner at the time of receipt without his being obliged to confidentiality, or that are subsequently disclosed by a third party authorised to disclose them or that are developed by the receiving partner without exploitation of documents or knowledge subject to confidentiality of the other partner.

2.3. We reserve the right to make design changes, provided that these are reasonable for the Customer. Our catalogues and the information published online are subject to constant updating. Descriptions, illustrations and drawings contained therein are non-binding and have the character neither of a specification of quality nor of a statement of guarantee.

2.4. Call-off orders must be called and accepted in good time and in the agreed partial quantities. For call-off orders in which the term, production batch sizes and acceptance dates are not agreed, we can demand a binding determination of acceptance not later than 3 months after order confirmation. If the Orderer does not honour his acceptance obligation within 3 weeks, we shall be entitled to set a final grace period of two weeks and, after fruitless expiry of this, to withdraw from the contract or to refuse the delivery and also to claim compensation for damages if the other legal conditions are met. Call-off orders are valid for a maximum of 24 months from the date of our order confirmation. Once this period expires, we shall be entitled to charge the Purchaser for the goods not yet called or to invoice the materials stored here with our cost and profit markups.

3. Warranties

3.1. Warranties for the object of delivery or performance are only binding for us if they have been expressly confirmed in the contract itself.

3.2. The correctness of contractually granted warranties relates exclusively to the condition of the goods at the time of delivery.

3.3. If the Orderer or a third party carries out improper modifications or maintenance work to our products or uses third-party replacement keys, this warranty shall become void.

4. Prices and payment terms

4.1. All list or catalogue prices are calculated in euro (€) and are non-binding. The price shown in our order confirmation shall be definitive. Prices are always 'net' and apply to delivery ex works excluding the costs of packaging, transport and insurance (delivery costs). The statutory value added tax applicable in each case and the delivery costs incurred shall be charged in addition and are shown separately. For delivery times of more than 4 months, we shall charge the prices valid on the day of delivery or performance of service.

4.2. Bills of exchange shall only be accepted by agreement and provided that they are eligible for discount. Discount charges shall be calculated from the due date of the invoice amount. Any guarantee for the timely presentation of bills of exchange or checks or for the raising of protest is excluded.

4.3. Unless otherwise agreed, our invoices are due for payment net within 14 calendar days of the invoice date.

4.4. In the event of default of payment, we shall be entitled to charge default interest at the rate charged to us by the bank for overdrafts, but not less than 9 percentage points above the applicable base rate. In addition, we may, after notifying the Orderer in writing, also suspend fulfilment of our obligations arising from other orders until payment is received.

4.5. If we have indisputably delivered goods that are in part defective, the Orderer shall nevertheless be obliged to make payment for the fault-free proportion unless the partial delivery is of no interest to him.

5. Shipment and insurance

5.1. Shipment is always on the purchaser's account and at his risk. We insure our shipments against all transport risks against payment of a premium charge of 1% of the net delivery value of the goods. If the Orderer does not require insurance, he must notify us of this at the time of placing the order.

5.2. Goods stated ready for shipment must be accepted by the Orderer without delay. Otherwise, we shall be entitled to ship them at our own discretion or to store them at the cost and risk of the Orderer.

5.3. Unless specifically agreed otherwise, we shall select the method and route of transport.

5.4. At the time of handover to the railway, the forwarding agent or the carrier, or when storage commences, but not later than when the goods leave the factory or warehouse, the risk passes to the Orderer. This also applies where we have taken over the delivery.

6. Delivery, delivery time and impediments to delivery

6.1. The agreed delivery time for our deliveries shall be deemed to have been met where shipment or collection takes place within that time. If delivery is delayed for reasons that which the Orderer is responsible, the delivery time shall be deemed to have been met if notification of readiness for shipment is issued within the agreed time. Partial deliveries are permissible to a reasonable extent. They shall be invoiced separately. The delivery time shall begin with issue of our order confirmation and shall be extended as appropriate if the conditions of section 15.6. (force majeure) are present.

6.2. If fulfilment of our delivery obligations becomes partially or wholly impossible or is delayed or impeded by circumstances that cannot be averted by reasonable care, we shall be entitled to withdraw from the contract under exclusion of claims for damages or to delay the delivery appropriately by the duration of the impediment.

6.3. If we can foresee that the goods cannot be delivered within the delivery time, we shall notify the Orderer of this immediately in writing, inform him of the reasons for the delay and, so far as we are able, inform him of the likely time of delivery. The Orderer shall only be entitled to withdraw from the contract for this reason if we are responsible for the failure to comply with the delivery time and the Orderer has set us a reasonable grace period without successful outcome.

6.4. If it becomes apparent after conclusion of the contract that our payment claim is jeopardised by the Partner's inability to perform, we may withhold performance and set the Partner an appropriate period in which he must pay concurrently with delivery or provide security. If the Partner refuses or in the event of expiry of the deadline without success, we shall be entitled to withdraw from the contract and to obtain compensation for damages.

7. Complaints and claims for defects

7.1. Claims for defects by the Orderer are subject to the precondition that his inspection and complaint obligations pursuant to section 377 German Commercial Code (HGB) have been properly fulfilled. Defects in the delivery must be notified immediately they are detected. If

complaints or notices of defects are not properly communicated in good time, claims for defects in this respect shall be excluded in this respect.

7.2. If the delivery is defective, the Orderer may initially only request supplementary performance by way of remedy of the defect. The choice of the form of supplementary performance – remedying of the defects (rectification) or replacement delivery – is at our discretion, whereby we may choose between the two options again for each subsequent attempt at supplementary performance. We reserve the right to make design changes that are reasonable for the Orderer.

7.3. The Orderer shall have the right to withdraw from the contract or to assert compensation for damages or expenses or to a reduction of the purchase price under the other conditions and provisions regulated here only where supplementary performance finally fails or if we allow an appropriate grace period set for us by the Orderer in writing to elapse without remedying the defect. The Orderer shall also have the above-stated rights if we have allowed an appropriate grace period set by the Orderer in writing under the threat of refusal of further supplementary performance to elapse without supply of a replacement or remedy of the defect or if supplementary performance is not possible for us or is refused by us.

7.4. If we opt for rectification, we are obliged to bear all the expenses necessitated by that rectification. Any reimbursement of costs is excluded if the expenses increase because the goods have been moved to a different location following our delivery, unless this is in keeping with the intended use of the goods.

7.5. If the Orderer has installed the defective purchased item into another object or attached it to another object in accordance with its nature and intended use, we are obliged within the course of supplementary performance to reimburse the Orderer for the expenses incurred in removing the defective item and in installing or attaching the rectified or replaced, defect-free purchased item. This shall not apply if the Orderer is aware of the defect at the time of installing or attaching the defective item. If a defect has remained unknown to the Orderer as a result of gross negligence, he may only demand the reimbursement of the installation and removal costs and assert any rights arising from the defect of the purchased item if we have maliciously concealed the defect or have granted a warranty for the condition of the item.

7.6. Claims for defects cannot be based on unsuitable or improper use, natural wear and tear, and also not on damage arising from incorrect or negligent handling, excessive loading or stress, unsuitable processing etc. or where such factors arise that are not foreseen by the contract, provided that the damage is not attributable to our negligence.

7.7. If the Orderer or a third party carries out improper modifications or maintenance work to our products or uses third-party replacement keys, our warranty shall become void.

8. Repair services

8.1. The remuneration for all repairs performed outside the warranty regulated in section 7 to products made by us shall be determined on the basis of the relevant current price list plus the statutory value added tax and delivery costs.

8.2. A cost estimate will only be prepared if expressly requested. If products are sent to us without an express request, the repair services listed in our current price list are performed immediately and without a cost estimate. If the costs of the repair work exceed the top price category of the respective current price list or in the event of a total loss, a written notification will be issued; for cost estimates for which no clearance for work is given, a charge shall become due as per the respective current price list.

8.3. For defects in the repair services and their limitation periods as well as liability, the provisions of sections 7, 11 and 12 shall apply accordingly.

9. Return of goods

9.1. If the Orderer wishes to withdraw from the contract without legal reason and we give our consent, we shall nevertheless charge cancellation costs; even where we consent, we reserve the right to assert a claim for loss of profit. Goods must be returned to the former place of dispatch in their original packaging and sent carriage paid and free of any charges for us. If credit is issued for resalable items, a deduction of 10% shall be made if the packaging is unblemished; if new packaging is required, a deduction of 20% shall be made; the Orderer reserves the right to prove that the damage we have suffered is less. The return of productions or cylinders for locking systems is excluded.

10. Software

10.1. Software is issued as a one-time licence; in relation to the Orderer, we are the author within the meaning of sections 69a - 69g Copyright Act (UrhG). It may only be used for the Purchaser's own purposes. Demo versions will not be taken back.

11. Limitation of liability

11.1. We shall be liable for fault-based claims for compensation for damages, regardless of the legal basis, only to the extent that the breach of obligations on which the claim is asserted is based on intent or gross negligence – including intent or gross negligence of our representatives or vicarious agents. This limitation does not apply to claims for compensation that arise from injury to the life, limb or health of a person or the infringement of a material contractual obligation. It shall furthermore not apply in cases of damage in which we have granted a warranty for the character of the contractual objects to be delivered and the lack of this character has resulted in damage or in which we are obliged to assume the procurement risk that caused the damage or have fraudulently concealed a defect, and furthermore not in the event of default where a fixed delivery date has been agreed. Mandatory statutory strict liability, such as that pursuant to the Product Liability Act (Produkthaftungsgesetz), shall also remain unaffected.

11.2. Where our liability for damages is excluded or limited, this shall also apply to the personal liability of our employees and of our vicarious agents or assistants.

11.3. If we or ordinary vicarious agents used by us are in breach of a material contractual obligation through negligence but not gross negligence, our liability shall be limited to compensation for the foreseeable damage typical for the contract; material contractual obligations in this sense are those contractual obligations that enable the proper execution of the contract in the first place and on the fulfilment of which the Orderer regularly relies and may rely. The same applies to liability due to initial inability, but not for damages arising from injury to the life, limb or health of a person or for claims arising from the Product Liability Act (Produkthaftungsgesetz).

11.4. Damages in the form of loss of profit shall only include such profit that the Orderer would have made with our delivery, but not additionally the profit that the Orderer loses in the event of a covering transaction because he could have utilised the resources allocated to the covering transaction profitably for other purposes.

11.5. If claims are brought against the Orderer by third parties for which the Orderer could take recourse against us, the Orderer must inform us of this immediately in full and include us in the negotiations concerning the claim and also give us the opportunity to actively defend against the claims or to satisfy them for him. If the Orderer does not comply with these obligations, he shall bear the burden of proof in the event of recourse that his performance in respect of the third party would not have been less without our involvement and that he has satisfied his obligation to minimise damage to the full extent. This shall also apply for expenses incurred by the Orderer in order to satisfy or avert such third-party claims. Otherwise, the rights of the Orderer pursuant to sections 445a, 478 German Civil Code (BGB) remain unaffected.

11.6. A reversal of the burden of proof is not associated with the provisions of this clause 11.

12. Statute of limitation

12.1. The claims for defects under section 7 shall lapse on the expiry of a period of 12 months following the transfer of risk. If the defect concerns a delivery that was used in accordance with its usual purpose for a building and has caused this to be defective, the limitation period shall be five years from the transfer of risk. Sentence 1 shall not apply where the defect was fraudulently concealed or if a warranty was granted for the character of the delivery objects and this character was not achieved, or where the end user of the delivery, in accordance with the intended use, is a consumer.

12.2. Other claims of the Orderer shall lapse after 3 years at the latest, unless the law provides for a shorter limitation period, beginning from the time of arising and without consideration of their knowledge or need to know.

General terms of supply and payment

12.3. The limitation period in the event of a delivery regress pursuant to section 445b German Civil Code (BGB) remains unaffected.

13. Retention of title

13.1. We retain the ownership in the delivered goods until all claims due to us against the Orderer arising from the business relationship are satisfied in full. The Orderer is authorised until further notice to dispose over the goods subject to retention of title within the normal course of business, provided that he honours his obligations arising from the business relationship in good time. He may neither pledge the reserved goods nor assign them as security, however. He is obliged to secure our rights in the event of credit-financed resale of the reserved goods.

13.2. Where the reserved goods are mixed or combined with other movable items that do not belong to us, we shall acquire co-ownership in proportion to their value. The same shall apply where the reserved goods are processed or transformed. This shall be deemed to have been carried out on our behalf.

13.3. In the event of resale or the use of the reserved goods as materials in the execution of work contracts, the Orderer hereby assigns to us all present and future claims due to him against the purchaser or client in this connection. If the reserved goods are resold or used in work contracts together with other objects that do not belong to us, the aforementioned claims of the Orderer are hereby assigned to us in a primary proportionate share, provided that these claims have not previously been assigned within the scope of an extended retention of title to a supplier of the client. In this case, the claim to reassignment of the claim shall be assigned to us. We accept this assignment. The Orderer is authorised until further notice to collect the assigned claims in his own name. The Orderer must, at our request at any time, prove the existence of the claims assigned to us by way of security and to name his debtors, providing copy invoices that must carry the annotation 'Assigned to C.Ed. Schulte GmbH Zylinderschlossfabrik' properly signed and dated by the Orderer, also stating the amount of the assignment where appropriate.

13.4. If the Orderer goes into default in the payment of our claims to a significant extent or if he is in culpable breach of other material obligations towards us, we shall be entitled to revoke the authorisation to dispose of our goods and the authorisation to collect; the same shall apply if bills of exchange or cheques are protested against the Orderer. If the Orderer does not fulfil our outstanding claims within two weeks of receipt of our revocations, we shall be entitled to take possession of the reserved goods and to disclose the assignment to the debtors. If a judicial insolvency proceedings is initiated over the assets of the Orderer or is refused owing to lack of assets, we shall be entitled to take back the reserved goods immediately.

13.5. If the Partner is in breach of his obligations, in particular if he is in default in his payments, we shall be entitled to withdraw and to take back the reserved goods after expiry without result of an appropriate grace period set for the Partner for performance. The statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Partner is obliged to surrender the goods. We shall be entitled to withdraw from the contract if an application is made to open insolvency proceedings against the Partner's assets.

13.6. At the request of the Orderer at any time, we shall release the above-mentioned securities at our discretion, provided that their value does not only temporarily exceed the nominal amount of our outstanding claims including interest by more than 20%. Where we acquire the rights proportional to value as stated above, our share shall correspond to the share of the value of our reserved goods in the affected right in relation to the goods of the Orderer or third party, whereby the purchase values of the Orderer are to be taken as the basis in each case. Within the framework of the release clause, assigned claims shall be valued at 80% of the nominal value; reserved goods at their purchase value and share of co-ownership at their production costs.

14. Samples and production equipment; patents

14.1. Unless otherwise agreed, the manufacturing costs for samples and production equipment (tools, moulds, templates, etc.) shall be invoiced separately from the goods to be delivered. This also applies to production equipment that has to be replaced due to wear.

14.2. If the Partner suspends the cooperation during the prefabrication time for samples or production equipment or if he terminates it, he shall bear all the manufacturing costs incurred up to that time.

14.3. The production equipment shall remain in our possession, even when the Partner has paid for them, at least until completion of the supply contract. After this, the Partner may request the production equipment if an amicable agreement has been reached about the time of handover and the Partner has honoured his contractual obligations in full.

14.4. We shall keep the production equipment without charge for three years from the final delivery to the Partner. After this, we will invite the Partner in writing to comment on the further use of the equipment within 6 weeks. Our obligation to keep the equipment shall expire if no such comment is obtained within 6 weeks or no new order is placed.

14.5. For production on the basis of models, data, drawings or sketches of the Orderer, the Orderer himself shall be responsible for compliance in respect of third-party property rights. In this respect, he must hold us free of any claim.

15. Miscellaneous

15.1. The Orderer is not entitled to offsetting or retention on the basis of counter-claims or counter-rights, unless his claims or rights are recognised by us, uncontested or legally established.

15.2. The assignment of claims of the Orderer to third parties is only permitted with our agreement.

15.3. Information on the order processing, including the creation of the locking plan, is created, processed and stored using EDP.

15.4. The exclusive place of jurisdiction for all deliveries and payments, including cheques or bills of exchange collected by us, is Velbert. We nevertheless reserve the right to assert claims against any Orderer at his ordinary place of jurisdiction.

15.5. The law of the Federal Republic of Germany shall apply exclusively to this contractual relationship. Application of the United Nations Convention of 11 April 1980 of the International Sale of Goods (CISG – 'Vienna purchasing law') is excluded.

15.6. Force majeure, labour disputes, unrest, official measures, failure of deliveries from our suppliers and other unforeseeable, unpreventable and serious events shall free the contractual parties from their performance obligations for the duration of the interruption and within the scope of their effect. This shall also apply if these events occur at a time at which the affected contractual partner is in default, unless he has caused the default through intent or gross negligence. The contractual partners are obliged to provide the required information, within the scope of what is reasonable, without delay and to adapt their obligations to the changed circumstances in good faith.

(Dated: September 2020)

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