Price List 2020

CESeasy®
Special notes

1. Unless stated otherwise, the prices in this price list are given in euros per piece.
2. Prices are subject to change without notice. We reserve the right to invoice our products at current prices.
3. With the publication of this price list, effective from 1.1.2020 all previous price lists are no longer valid.
4. The prices in this price list are recommended retail prices and do not include assembly.
5. The statutory Value Added Tax (VAT) shall be invoiced separately at prescribed rate.
6. CEStronics accepts no liabilities for errors including printing errors; Subject to technical changes without notice.
**CESeasy®**

Easy and secure access

<table>
<thead>
<tr>
<th>Article number</th>
<th>Description/features</th>
<th>Price in Euro</th>
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</table>
| EASY-S-WD5     | CESeasy Starter-Set Motor  
1 CESeasy Motor cylinder completely assembled,  
in basic length from 27.5 / 27.5 mm  
up to a total length of 82 mm included,  
incl. 1 mechanical key and batteries,  
incl. digital keys  
incl. function „building management“  
incl. 1 RF remote control and  
1 CESeasy door contact for door monitoring.  
Including 1 license „lock management“ for 5 years at the  
lock owner account on the CESeasy Web-Platform | 495,00         |
| EASY-DCS       | CESeasy Starter-Set Controller  
CESeasy Door Controller  
incl. batteries,  
incl. digital keys  
incl. function „building management“  
incl. 1 RF remote control and  
1 door contact for door monitoring.  
Including 1 license „lock management“ for 5 years at the  
lock owner account on the CESeasy web platform | 455,00         |

**CESeasy cylinder - options and extra charges**

<table>
<thead>
<tr>
<th>Options and extra charges</th>
<th>Price in Euro</th>
</tr>
</thead>
</table>
| CESeasy cylinder extensions  
for each cylinder side, per 10 mm or part thereof up to a total length of 111 mm       | 13,00          |
| CESeasy cylinder extensions  
for each cylinder side, per 10 mm or part thereof beyond 111 mm up to a total length of 151 mm | 25,00          |
| Additional mechanical keys  
Supplementary keys beyond the original equipment                                              | Acc. to CES Price-list and Multi |
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<tr>
<th>Article number</th>
<th>Description/features</th>
<th>Price in Euro</th>
</tr>
</thead>
<tbody>
<tr>
<td>EASY-WD5</td>
<td><strong>CESeasy motor cylinder WD5</strong>&lt;br&gt;1 CESeasy Motor cylinder completely assembled,&lt;br&gt;in basic length from 27,5 / 27,5 mm&lt;br&gt;up to a total length of 82 mm included,&lt;br&gt;incl. 1 mechanical key and batteries,&lt;br&gt;incl. digital keys&lt;br&gt;incl. function „building management“&lt;br&gt;Including 1 license „lock management“ for 5 years at the lock owner account on the CESeasy web platform</td>
<td>465,00</td>
</tr>
<tr>
<td>347101V</td>
<td><strong>CESeasy door controller</strong>&lt;br&gt;incl. batteries,&lt;br&gt;incl. digital keys&lt;br&gt;incl. function „building management“&lt;br&gt;Including 1 license „lock management“ for 5 years at the lock owner account on the CESeasy web platform</td>
<td>405,00</td>
</tr>
<tr>
<td>347102V</td>
<td><strong>CESeasy communication module</strong>&lt;br&gt;incl. power supply and batteries</td>
<td>195,00</td>
</tr>
<tr>
<td>347103V</td>
<td><strong>CESeasy RF remote control</strong>&lt;br&gt;with 3 buttons,&lt;br&gt;incl. battery</td>
<td>65,00</td>
</tr>
</tbody>
</table>
## CESeasy web platform licenses

<table>
<thead>
<tr>
<th>Article number</th>
<th>Description/features</th>
<th>Price in Euro</th>
</tr>
</thead>
<tbody>
<tr>
<td>347105V</td>
<td>Keys to organisation&lt;br&gt;Prepaid card to share keys with organisations (valid for 5 years)</td>
<td>75,00</td>
</tr>
<tr>
<td>347107V</td>
<td>Organisation&lt;br&gt;Prepaid card with CESeasy license for an organisation account incl. administration tool for 100 employees (valid for 5 years)</td>
<td>750,00</td>
</tr>
<tr>
<td>347108V</td>
<td>100 Employees&lt;br&gt;Prepaid card for additional 100 employees for 1 organisation (valid for 5 years)</td>
<td>750,00</td>
</tr>
<tr>
<td>Article number</td>
<td>Description/features</td>
<td>Price in Euro</td>
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</tbody>
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| 347100V        | **CESeasy motor unit**  
as a spare part  
incl. batteries,  
incl. digital keys  
incl. function „building management”  
Including 1 license „lock management“ for 5 years at the lock owner account on the CESeasy web platform                                                                                                                                  | 445,00        |
| EASY-Z-WD5     | **CESeasy cylinder**  
in basic length from 27,5 / 27,5 mm  
up to a total length of 82 mm included.  
incl. 1 mechanical key  
Maximum length 151mm.  
Additional options see CES price list                                                                                                                                                                                                 | 125,00        |
| 347131V        | **Plug-in power supply**  
for door controllers and communication modules  
12V / 1000mA ready for use                                                                                                                                                                                                                                                                   | 29,00         |
| 347110V        | **CESeasy door contact-cable**  
assembled to connect a door contact to the CESeasy motor unit                                                                                                                                                                                                                                                     | 15,50         |
| 347128V        | **CESeasy door contact**  
for door monitoring and automatic door locking.  
Assembled with cable to connect it to the CESeasy motor unit                                                                                                                                                                                                                                 | 29,50         |
| 347129V        | **Door contact**  
for door monitoring with the CESeasy door controller                                                                                                                                                                                                                                                                                             | 17,50         |
| 347130V        | **CESeasy power supply**  
for CESeasy motor units, fitting on top hat rail (DIN rail) within the secured area,  
12V DC / 2500 mA                                                                                                                                                                                                                                                                           | 125,00        |
| EASY-SSM       | **CESeasy DEMO-Set-Motor**  
1 CESeasy motor cylinder system DU5  
mounted on a wooden demo block  
with FSB protection handle set  
and CES premium lock  
incl. 1 mechanical key  
incl. batteries  
incl. digital keys  
incl. function „building management”  
incl. RF remote control  
incl. 1 license „lock management“ for 5 years at the lock owner account on the CESeasy web platform                                                                                                                                                                                                 | Net price 650,00 |
General Terms of Delivery and Payment (the “Terms”)

1. Binding effect of the Terms

1.1. Any and all of our deliveries and services and any dependent or independent warranties to business entities, public law entities or special funds organized under public law shall now and in future be exclusively subject to the Terms stated below.

1.2. We expressly object to the applicability of any other terms – also for future deliveries – on the part of the other party if these are not expressly confirmed in the contract itself.

2. Object of the delivery/service

2.1. A legally binding contractual relationship with the orderer shall only commence when at our option we dispatch the ordered goods or have acknowledged the order in writing, which acknowledgement shall also be valid if made by telephone, e-mail or unsigned computerized message as long as our authorship is evident. The scope, kind and time of the delivery of goods or provision of services shall be governed by our acknowledgement of the order.

2.2. Any documents pertaining to the offer such as drawings, data sheets, figures, plans, etc. shall be of subordinate importance and shall only be authoritative for the contractual quality of the delivery or service to the extent they have been expressly identified as binding. Either contracting party shall use any documents (including but not limited to specifications, models, data) and information it obtains as part of the business relation solely for the jointly pursued purpose and shall maintain their secrecy vis-à-vis third parties with the same diligence as applied to its own documents and knowledge if the other contracting party has designated the same as confidential or has an obvious interest in their confidentiality. This obligation shall commence upon the initial receipt of the documents or knowledge and shall end thirty-six (36) months after the termination of the business relation. This obligation shall not apply to any documents and/or knowledge that are in the public domain or that at the time of their disclosure are already known to the other contracting party without any obligation to maintain their secrecy or that after their disclosure are made known to the other party by a third party authorized to disclose the same or that are independently developed by the receiving party without using any confidential documents or knowledge of the other contracting party.

2.3. We reserve the right to make design changes to the extent these are reasonable for the customer. Our catalogues and the information published on the Internet are continuously being updated. Any descriptions, figures and drawings included in these catalogues and on our website are not binding and can neither be construed as a specification of quality nor as a warranty.

2.4. Make-and-hold orders (call-off orders) shall be placed in time and for the agreed partial quantities and the delivery of the ordered goods shall be accepted. In the case of make-and-hold orders without an agreement of term, manufacturing lot sizes and acceptance dates, we may demand a binding definition of the acceptance after the expiry of a period of three (3) months after our acknowledgement of the order. If the orderer fails to fulfill its obligation to accept delivery within three (3) weeks, we may set a final period of grace of two (2) weeks, and after the lapse of the extension granted may withdraw from the contract or refuse delivery and, subject to the satisfaction of the other statutory conditions, claim damages. Make-and-hold orders shall be valid for a maximum period of twenty-four (24) months as from the date of our acknowledgement of the order. After the expiry of that period, we may invoice the buyer for any goods not called off or for the materials stored at our premises with our cost and profit mark-ups.

3. Warranties

3.1. Warranties for the object of the delivery shall only be binding for us if they are expressly confirmed in the contract itself.

3.2. The accuracy of warranties contractually given by us shall exclusively refer to the quality and condition of the goods at the time of their delivery.

3.3. This warranty shall be no longer valid if the orderer or a third party makes improper modifications or repairs at our products and/or if replacement keys manufactured by a third party are used.

4. Prices and terms of payment

4.1. All list and catalogue prices are stated in euros and are subject to confirmation. The valid price shall be the price stated in our acknowledgement of the order. All prices are stated net and shall be valid for the delivery ex works without costs of packaging, transport and insurance (delivery charges). The applicable value added tax and the applicable delivery charges shall be charged additionally and shall be invoiced separately on the invoice. In the case of delivery periods of more than four (4) months, we shall charge the prices applicable at the date of the delivery and/or provision of the service.

4.2. Any bills of exchange will only be accepted upon separate agreement and only on account of performance and only if they can be discounted. Discounting charges shall be payable as from the due date of the invoice amount. Any warranty for the timely presentation of bills of exchange and cheques and for protesting shall be excluded.

4.3. Unless agreed otherwise, our invoices shall be payable without any deduction within fourteen (14) days as from the date of the invoice.

4.4. In the case of a delay in payment, we may charge default interest at the rate we are charged by our bank for overdrafts on current account, provided that the minimum interest rate stated in section 13 of the German Civil Code, BGB).

4.5. If we have delivered goods with a defect that is not disputed, the orderer shall nevertheless be obliged to make payment for the non-defective share, unless a partial delivery is of no interest to the orderer.

5. Shipping and insurance

5.1. Shipping shall always be made for the account and at the risk of the buyer. We will insure our consignments against all transport risks at a premium fee of 1% of the net goods value of the consignment. If the orderer does not desire such insurance, this shall be pointed out when the order is placed.

5.2. Upon receipt of a notice that goods are ready for shipping, the orderer shall take over these goods without delay. Otherwise, we may at our choice ship these goods or store them for the account and at the risk of the orderer.

5.3. Unless agreed otherwise, we shall select the means of transport.

5.4. The risk shall pass to the orderer upon delivery of the goods to the railway company, the forwarder or the carrier or, as the case may be, upon transfer of the goods into the storage, in any case, however, no later than at the time the goods leave the works or the storage. This shall also apply if we have taken over the shipping.

6. Delivery, delivery period, delivery obstacles

6.1. For all our deliveries, the agreed delivery period shall be considered to have been met if the respective goods are shipped or collected within this period. If the delivery is delayed for reasons for which the orderer is responsible, the delivery period shall be considered to have been met if the notice that the goods are ready for shipping is sent within this period. Reasonable partial deliveries shall be permitted and shall be invoiced separately. The delivery period shall commence with the sending of our acknowledgement of the order and shall extend accordingly if the conditions stated in item 15.6. (force majeure) are satisfied.

6.2. If the performance of our delivery obligations or part thereof is made impossible, delayed or rendered more difficult as a consequence of circumstances that cannot be averted by employing reasonable diligence, we may withdraw from the contract or extend the delivery period for the duration for which the impediment exists and no such withdrawal or extension shall give rise to a right to claim damages.

6.3. If we can foresee that the delivery period, we shall promptly inform the orderer thereof in writing also stating the reasons of the delay and, if possible, the expected date of delivery. The orderer may only withdraw from the contract for this reason if we are responsible for the non-adherence to the date of delivery and a reasonable extension granted by the orderer has lapsed.
The Terms

General Terms of Delivery and Payment (the “Terms”)

6.4. If after the conclusion of the contract, it becomes apparent that our claim for payment may be jeopardized by insufficient capability of the contractual partner, we may withhold the delivery and define an appropriate period in which the contractual partner has to pay concurrently with delivery or provide security. If the contractual partner refuses or the period lapses without success, we may withdraw from the contract and claim damages.

7. Complaints, claims based on defects

7.1. Default claims by the orderer shall require that this party has duly complied with its investigation and complaint obligations owed pursuant to § 377 of the German Commercial Code (HGB). Defects in the delivery are to be notified without undue delay after they are discovered. In the event of non-time, due notification of objections or defect complaints, defect claims shall be excluded to that extent.

7.2. If the delivered goods are defective, the orderer may at first only demand curing. We reserve the right to select the kind of cure – rectification of the defects (repair) or substitute delivery – and may change the kind of cure with each new curing attempt. We reserve the right to make design changes that are reasonable for the orderer.

7.3. The orderer shall only have a right to withdraw from the contract or reduce the purchase price if the cure has finally failed or if we have allowed an appropriate period of grace granted us by the orderer for the cure in writing to lapse without rectifying the defect. The orderer shall also have the above rights if the orderer has granted us an appropriate period of grace in writing with a warning that further cures will be refused and we have allowed that period to lapse without making a substitute delivery or rectifying the defect or if the cure is impossible or is refused by us.

7.4. In the case of a rectification of defects, we shall bear any and all expenses required for the purpose of rectifying the defects. A reimbursement of costs shall be excluded to the extent the expenses are increased because the goods have been moved to another place after our delivery unless this is in line with the intended use of the goods.

7.5. If the orderer has installed the defective purchase item pursuant to its type and its intended purpose in another item or put it onto another item, in the framework of subsequent performance we are obliged to compensate the orderer for the necessary expenditure for the removal of the defective purchase item and the installation or affixation of the subsequently-improved or delivered flawless purchase item. This shall not apply if the orderer is aware of the defect at the time of the installation or the affixation of the defective item. If the orderer remained unaware of a defect as a consequence of gross negligence, it can only claim reimbursement of the installation and removal costs as rights at all due to the defect in the purchase item if we maliciously concealed the defect or gave a guarantee for the quality of the item.

7.6. Defect claims cannot be based on unsuitable or improper use, natural wear and tear, nor on damage which occurs as a consequence of incorrect or negligent handling, exclusive loads, unsuitable processing, etc. as well as such influences which are not intended pursuant to the contract, insofar as the damage is not attributable to fault on our part.

7.7. Our warranty is excluded in the case of modifications and repair work unprofessionally made to our products on the part of the orderer or third party as well as when using third-party duplicate keys.

8. Repairs

8.1. The remuneration for all repairs that are performed on products manufactured by us outside the warranty as defined in section 7, shall be governed by the then current price list plus statutory value added tax and shipping charges.

8.2. An estimate shall only be provided if this is explicitly requested. If products are sent to us without any explicit request, the repairs listed in the then current price list will be performed immediately and without a prior estimate. If the costs of the repair work exceed the top price category of the then current price list or in the case of a total loss, we shall notify the orderer thereof in writing. Estimates that are not approved shall be remunerated as stated in the price list applicable at the time.

8.3. The stipulations of sections 7, 11 and 12 shall apply accordingly to defects in the repair work and their limitation as well as our liability.

9. Return of goods

9.1. If the orderer desires to withdraw from the contract without a legal cause and if we consent to such withdrawal, we shall nevertheless charge a cancellation fee; even if we consent, we reserve the right to claim compensation for lost profit. Any goods returned shall be sent back to the previous place of despatch in their original package and all freight and expenses paid. For resalable items in perfect packaging, a credit note less 10% shall be issued; if repacking is necessary the deduction shall be 20%; the orderer shall have the right to furnish proof that we have suffered a lower damage. A return of manufactured items and cylinders for locking systems shall be excluded.

10. Software

10.1. Software will be delivered as a single licence; in our relation to the orderer, we shall be author within the meaning of sections 69a – 69g of the German Copyright Act (UrhG). Software may only be used for the own purposes. Demo versions will not be taken back.

11. Limitation of liability

11.1. For claims for damages based on fault regardless of the form of action, we shall only be liable if the violation of duty which gives rise to the claim is due to intentional behaviour or gross negligence – including intentional behaviour or gross negligence by our representatives or vicarious agents. This limitation shall not apply to claims for damages resulting from an injury to life, body or health or a violation of a material contractual duty.

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

11.3. In the case of a negligent, but not grossly negligent, violation of a material contractual duty by us or in the case of a grossly negligent, but not more serious, violation of a material contractual duty by simple vicarious agents used by us, our liability shall be limited to the compensation of the typical foreseeable damage. The same shall apply to liability for initial inability to effect performance, not however, for damages resulting from an injury to life, body or health and claims under the German Product Liability Act.

11.4. Damage in the form of lost profit shall only comprise the profit that would have been realized by the orderer with our delivery, not however, additionally the profit lost by orderer as a result in the case of a covering transaction because the orderer could have profitably exploited the performance used for the covering transaction otherwise.

11.5. If any third party asserts a claim against the orderer for which the orderer might have recourse against us, the orderer shall promptly inform us in full and involve us in the negotiations about the claim and shall enable us to actively defend against such claim or satisfy such claim for the orderer. If the orderer fails to fulfill these obligations, the orderer shall in the case of the recourse have the burden of proof to show that its compensation to the third party would not have been lower without our involvement and that it has fully performed its obligation to mitigate the damage. This shall also apply to any expenses that the orderer incurs to satisfy or avert such third-party claims. Otherwise, the orderer’s rights pursuant to § 445a and § 478 of the German Civil Code (BGB) shall remain unaffected.

12. Limitation of action

12.1. Any claims for defects pursuant to sec. 7 shall become time-barred after twelve (12) months as from the passage of the risk. If the defect relates to a consignment of goods that were used for a building in line with their usual manner of use and caused the deficiency of the building, the period of limitation shall be two (2) years as from the passage of the risk. Sentence 1 and sentence 2 shall not apply if the defect was concealed fraudulently or if the intended final user of the consignment is a consumer.

12.2. Unless the law prescribes a shorter limitation period, any other claims by the orderer shall be time-barred no later than five (5) years after they have arisen irrespective of when they became known or should have become known.

12.3. The period of limitation in the case of a delivery regress pursuant to §449b of the BGB shall remain unaffected.
General Terms of Delivery and Payment (the “Terms”)

13. Retention of title
13.1. We retain the title to the delivered goods until the full satisfaction of all claims we have against the orderer for the business relations. The orderer shall have the right, which right may be revoked at any time, to dispose of the goods that are subject to the retention of title in its ordinary course of business provided the orderer timely performs its obligations under the business relation with us. The orderer shall not have the right to pledge the goods that are subject to the retention of title nor assign the same by way of security. In the case of a credited resale of the goods that are subject to the retention of title, the orderer shall safeguard our rights.

13.2. To the extent the goods that are subject to the retention of title are mixed, mingled or combined with other movable items that are not our property, we shall acquire an ad valorem co-owner’s interest. The same shall be applicable in the case of any processing or transformation. It shall be assumed that such processing or transformation is made by our order.

13.3. In the case of the resale and the use of the goods that are subject to the retention of title as material for the performance of contracts for work, the orderer already now assigns to us any and all present and future claims the orderer may have against the purchasers or customers in whose favor the goods are used. In the case of a sale and/or performance of contracts for work together with other movable items that are not our property, said claims of the orderer are herewith assigned to us in the amount of a first ranking ad valorem partial sum, unless these accounts receivable have been assigned before to a supplier of the customer as part of an extended reservation of title. In this case, the claim for re-assignment of the account receivable shall be assigned to us, which assignment the orderer shall effect with acceptance. The orderer shall have the right, which right may be revoked at any time, to collect the assigned accounts receivable in its own name. The orderer shall at any time upon our demand demonstrate the existence of the accounts receivable assigned to us by way of security and shall name their debtors, attaching copies of invoices that must bear a note “Assigned to C. Ed. Schulte GmbH Zylinderschlossfabrik” that is properly signed and dated by the orderer, and if applicable stating the amount assigned.

13.4. If the orderer is in default with the payment of our accounts receivable in an amount other than an immaterial amount or if the orderer is culpable of a violation of any other obligations to us other than immaterial obligations, we may revoke the permission to dispose of the goods and to collect; the same shall apply if bills of exchange or cheques against the orderer are protested. If the orderer fails to pay all of our outstanding accounts receivable in full within two weeks after receipt of our revocations, we may take possession of the goods that are subject to the retention of title and disclose the assignment to the debtors. If judicial insolvency proceedings are instituted against the assets of the orderer or the institution of such insolvency proceedings is refused for lack of assets, we are entitled to immediately take back the goods that are subject to the retention of title.

13.5. In the case of the contractual partner’s violation of its duties, including but not limited to a default on its payments, we may withdraw from the contract and take back the goods after an appropriate extension of performance granted to the contractual partner has lapsed without success. The statutory provisions concerning the dispensability of the setting of a period shall remain unaffected. The contractual partner shall be obliged to surrender possession. We may withdraw from the contract if an application is filed to institute insolvency proceedings against the assets of the contractual partner.

13.6. Upon request by the orderer we shall at any time release the above securities at our choice to the extent their value not only temporarily exceeds the nominal value of our outstanding accounts receivable including interest by more than 20%. To the extent we have acquired ad valorem rights as described above, our share shall correspond to the share of the value of our goods that are subject to the reservation of title in relation to the value of the goods of the orderer or of third parties, in each case based on the orderer’s purchase values. Within the context of the release clause, assigned accounts receivable shall be valued at 80% of their nominal value, goods that are subject to a retention of title at their purchase value, and co-ownership interests at cost.

14. Specimens and manufacturing resources, patents
14.1. Unless agreed otherwise, the costs of production for specimens and manufacturing resources (tools, moulds, templates, etc.) shall be invoiced separately from the goods to be delivered. This shall also apply to manufacturing resources that must be replaced due to wear and tear.

14.2. If the contractual partner suspends or terminates the cooperation during the time in which the specimens and/or manufacturing resources are produced, any and all costs of production incurred until that date shall be borne by the contractual partner.

14.3. If manufacturing resources shall remain in our possession even if the contractual partner has paid the same, at least until the performance of the delivery contract. Thereafter, the contractual partner may demand the surrender of the manufacturing resources if a mutual agreement has been found on the time of surrender and if the contractual partner has fully performed its contractual obligations.

14.4. We shall keep the manufacturing resources free of charge for a period of three (3) years after the final shipment to our contractual partner. Thereafter we will request our contractual partner in writing to let us have its decision on the further use within six (6) weeks. Our obligation to keep the manufacturing resources in custody shall terminate if no such communication is received or no new order is placed within six (6) weeks.

14.5. In the case of a manufacturing based on models, data, drawings or designs of the orderer, the orderer shall be responsible for compliance with the property rights of third parties and shall fully indemnify us for and against any related claims.

15. Miscellaneous
15.1. The orderer shall not have any right of offsetting and/or retaining on account of counterclaims or rights unless these claims or rights have been acknowledged by us, are undisputed, or have been finally determined.

15.2. The orderer may not assign any claims to third parties unless with our consent.

15.3. Information on order filing including the creation of the locking plan will be acquired, processed and stored using electronic data processing systems.

15.4. Exclusive place of jurisdiction for any and all deliveries and payments, including cheques or bills of exchange accepted by us, shall be Velbert, Germany. However, we reserve the right to sue any orderer at our option also at its ordinary place of jurisdiction.


15.6. In the case of force majeure, labour disputes, unrest, official measures, non-receipt of supplies from suppliers and other unforeseeable, unavoidable and severe events, the contractual parties shall be released from their obligations for the duration of the disruption and to the extent of its effects. This shall also apply if these events occur at a time in which the contracting party affected is in default, unless such party has caused the default with intent or gross negligence. To the extent reasonable, either contracting party shall immediately provide the required information and adapt its obligations to the changed circumstances in good faith.

1 January 2018