



Price List Group 10

Pannkoke Flachglastechnik GmbH is a company specialising in manufacturing systems engineering for equipment, machines and tools in the glass processing industry. Our medium-sized engineering company was founded in 1900.

Our customers who have been implementing our products for decades, are our main criterion for the quality of our products.

Please ask for information on our extensive production and delivery programme.

Machines for cutting flat glass

- from manual to CNC-Machine

Vacuum lifting and holding technology

- for lifting, holding and transporting concrete, glass, plastics, metal, stone or lead blocks at temperatures of up to 200° C
- vacuum transporting equipment for roof and wall panels used in industrial construction

Tools

- suction devices, tools and devices for processing and handling flat glass
This group comprises:

Glass pincing pliers	Plastic glazier's square
Marking tool	Soldering iron
Lead burnisher	Soldering tin
Lead hammer	Oil glass cutter
Lead knife	Spring tape measure
Lead nails	Red marten brush
Lead stretcher	Suction circle cutter
Badger hair brush	Pattern shears
Double-bladed pattern knife	Cutting and break-out bar
Etching ink	PALUE 3-point pliers
Glass O-meter	Stearin oil
Glass cutter	Strip cutter
Glass thickness gauge	Thermo regulator
Circle and oval cutting machine	Coating brush
Grozing pliers	Cutting slide

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Preisliste / price-list

für die Bleiverglasung / for Art Glazing

101

Bleimesser ohne Anguss, niedrige Spitze
Lead knife without metal end, low pointed

Menge / quantity	Nettopreis / net price
1	17,00 EUR
6	16,00 EUR

104

Bleimesser DON CARLOS ohne Anguß
Lead knife without metal end, high pointed

Menge / quantity	Nettopreis / net price
1	19,00 EUR
6	18,00 EUR

118-5

Bleiaufreiber 5 mm
Lead burnisher 5 mm

Menge / quantity	Nettopreis / net price
1	2,25 EUR
6	2,00 EUR
10	2,00 EUR

118-6

Bleiaufreiber 6 mm
Lead burnisher 6 mm

Menge / quantity	Nettopreis / net price
1	2,50 EUR
6	2,25 EUR
10	2,25 EUR

119

Bleinägel - Karton a 100 Stück
Lead nails - carton ea 100 pieces

Menge / quantity	Nettopreis / net price
1	15,50 EUR

120-1.5

Schablonenschere 1,50 mm Kern
Pattern shears 1,5 mm heart

Menge / quantity	Nettopreis / net price
1	48,00 EUR

120-1.75

Schablonenschere 1,75 mm Kern
Pattern shears 1,75 mm heart

Menge / quantity	Nettopreis / net price
1	68,00 EUR

120-2

Schablonenschere 2,00 mm Kern
Pattern shears 2,00 mm heart

Menge / quantity	Nettopreis / net price
1	75,00 EUR

173/I

LötKolben ZEVA 180 Watt + Reinigungsbürste
Soldering iron ZEVA 180 watt

Menge / quantity	Nettopreis / net price
1	125,00 EUR

173/II

LötKolben ZEVA 280 Watt
Soldering iron ZEVA 280 watt

Menge / quantity	Nettopreis / net price
1	152,00 EUR

174

Temperaturregler
Thermo regulator

Menge / quantity	Nettopreis / net price
1	84,00 EUR

176

LötKolben Hobbykit 2
Soldering iron Hobbykit 2

Menge / quantity	Nettopreis / net price
1	27,00 EUR

176-SG10

Longlife Spitze 7 mm
LONGLIFE tip 7 mm

Menge / quantity	Nettopreis / net price
1	6,80 EUR

176-SG11

Meißelspitze 5 mm
Chisel tip 5 mm

Menge / quantity	Nettopreis / net price
1	6,80 EUR

178

LötKolben Profikit 100
Soldering iron Profikit 100

Menge / quantity	Nettopreis / net price
1	68,00 EUR

178-SG40

Lötspitze 7 mm mit 45 Grad
Soldering tip 7 mm with 45 degrees

Menge / quantity	Nettopreis / net price
1	11,50 EUR

178-SG41

Lötspitze 7 mm Spitze gerade
Soldering tip 7 mm straight

Menge / quantity	Nettopreis / net price
1	11,50 EUR

Preisliste / price-list

für die Bleiverglasung / for Art Glazing

178-SG42

Lötspitze 7 mm mit Rille
Soldering tip 7 mm with groove

Menge / quantity	Nettopreis / net price
1	11,50 EUR

178-SG43

Lötspitze 7 mm Spitze gebogen
Soldering tip 7 mm tip bent

Menge / quantity	Nettopreis / net price
1	11,50 EUR

184

Kupferstück Hammerform 15 mm
Round copper bit, hammer tip

Menge / quantity	Nettopreis / net price
1	14,00 EUR

185

Kupferstück beiderseits rund 15 mm
Round copper bit, both sides

Menge / quantity	Nettopreis / net price
1	15,50 EUR

187

Kupferstück angespitzt/rund 15/12 mm
Round copper bit, pointed, round tip

Menge / quantity	Nettopreis / net price
1	19,80 EUR

188

Kupferstück angespitzt 19/15 mm
Copper bit, pointed, 19 mm / 15 mm diameter

Menge / quantity	Nettopreis / net price
1	20,50 EUR

189

Kupferstück angeschmiedet 19 mm
Copper bit, forged on 19 mm

Menge / quantity	Nettopreis / net price
1	20,50 EUR

190

LötKolben Profikit 200
Soldering iron Profikit 200

Menge / quantity	Nettopreis / net price
1	112,00 EUR

190-SG50

Hammerlötspitze Kuppe/Meißelform
Hammer shape/chisel shape

Menge / quantity	Nettopreis / net price
1	35,50 EUR

190-SG51

Hammerlötspitze Seiten Kuppe
Hammer soldering tip bothside

Menge / quantity	Nettopreis / net price
1	35,50 EUR

190-SG52

Lötspitze 10 mm Spitze gerade
Soldering tip 10 mm straight

Menge / quantity	Nettopreis / net price
1	18,50 EUR

190-SG53

Lötspitze Spitze gebogen
Soldering tip bent

Menge / quantity	Nettopreis / net price
1	18,50 EUR

195-KH30

Universalhalter für 75, 100 + 200 W
Universal holder for 75,100 and 200 Watt

Menge / quantity	Nettopreis / net price
1	32,00 EUR

28

Bleihammer - ca. 100 g schwer
Lead hammer - approx.100 g weight

Menge / quantity	Nettopreis / net price
1	10,50 EUR
10	9,30 EUR

445

Bleistrecker für alle Profile
Lead stretcher for all profiles

Menge / quantity	Nettopreis / net price
1	6,30 EUR
10	6,30 EUR

503

Bleimesser DON CARLOS mit Anguss
Lead knife DON CARLOS with metal end

Menge / quantity	Nettopreis / net price
1	28,00 EUR
6	26,00 EUR

Preisliste / price-list

für die Glasmalerei / for Glass painting

161-2.5

Dachsvertreiber echt 2 1/2"
Badger hair brush pure 2 1/2"

Menge / quantity	Nettopreis / net price
1	55,50 EUR

161-3

Dachsvertreiber echt 3"
Badger hair brush pure 3"

Menge / quantity	Nettopreis / net price
1	58,90 EUR

161-3.5

Dachsvertreiber echt 3 1/2"
Badger hair brush pure 3 1/2"

Menge / quantity	Nettopreis / net price
1	69,00 EUR

161-4

Dachsvertreiber echt 4"
Badger hair brush pure 4"

Menge / quantity	Nettopreis / net price
1	77,90 EUR

161-5

Dachsvertreiber echt 5"
Badger hair brush pure 5"

Menge / quantity	Nettopreis / net price
1	98,60 EUR

162-E1

Rotmarderschlepper echt 6,0 mm
Red marten brush - pure 6,0mm

Menge / quantity	Nettopreis / net price
1	19,50 EUR

162-E2

Rotmarderschlepper echt 5,5 mm
Red marten brush - pure 5,5mm

Menge / quantity	Nettopreis / net price
1	14,50 EUR

162-E3

Rotmarderschlepper echt 5,0 mm
Red marten brush - pure 5,0mm

Menge / quantity	Nettopreis / net price
1	11,00 EUR

162-E4

Rotmarderschlepper echt 4,5 mm
Red marten brush - pure 4,5mm

Menge / quantity	Nettopreis / net price
1	7,00 EUR

162-E5

Rotmarderschlepper echt 4,0 mm
Red marten brush - pure 4,0mm

Menge / quantity	Nettopreis / net price
1	6,00 EUR

162-E6

Rotmarderschlepper echt 3,0 mm
Red marten brush - pure 3,0mm

Menge / quantity	Nettopreis / net price
1	4,50 EUR

162-E7

Rotmarderschlepper echt 2,0 mm
Red marten brush - pure 2,0mm

Menge / quantity	Nettopreis / net price
1	3,50 EUR

162-E8

Rotmarderschlepper echt 1,5 mm
Red marten brush - pure 1,5mm

Menge / quantity	Nettopreis / net price
1	3,00 EUR

162-I1

Rotmarderschlepper imit 6,0 mm
Red marten brush - imitate 6,0 mm

Menge / quantity	Nettopreis / net price
1	4,50 EUR

162-I2

Rotmarderschlepper imit 5,5 mm
Red marten brush - imitate 5,5 mm

Menge / quantity	Nettopreis / net price
1	4,00 EUR

162-I3

Rotmarderschlepper imit 5,0 mm
Red marten brush - imitate 5,0 mm

Menge / quantity	Nettopreis / net price
1	4,00 EUR

162-I4

Rotmarderschlepper imit 4,5 mm
Red marten brush - imitate 4,5 mm

Menge / quantity	Nettopreis / net price
1	3,50 EUR

162-I5

Rotmarderschlepper imit 4,0 mm
Red marten brush - imitate 4,0 mm

Menge / quantity	Nettopreis / net price
1	3,00 EUR

Preisliste / price-list

für die Glasmalerei / for Glass painting

162-I6

Rotmarderschlepper imit 3,0 mm
Red marten brush - imitate 3,0 mm

Menge / quantity	Nettopreis / net price
1	3,00 EUR

162-I7

Rotmarderschlepper imit 2,0 mm
Red marten brush - imitate 2,0 mm

Menge / quantity	Nettopreis / net price
1	3,00 EUR

162-I8

Rotmarderschlepper imit 1,5 mm
Red marten brush - imitate 1,5 mm

Menge / quantity	Nettopreis / net price
1	3,00 EUR

163-1

Überzugspinsel 1/2"
Coating brush - 1/2"

Menge / quantity	Nettopreis / net price
1	0,90 EUR

163-2

Überzugspinsel 3/4"
Coating brush - 3/4"

Menge / quantity	Nettopreis / net price
1	1,00 EUR

163-3

Überzugspinsel 1"
Coating brush - 1"

Menge / quantity	Nettopreis / net price
1	1,10 EUR

163-4

Überzugspinsel 1 1/2"
Coating brush - 1 1/2"

Menge / quantity	Nettopreis / net price
1	1,50 EUR

163-5

Überzugspinsel 2"
Coating brush - 2"

Menge / quantity	Nettopreis / net price
1	2,00 EUR

163-6

Überzugspinsel 2 1/2"
Coating brush - 2 1/2"

Menge / quantity	Nettopreis / net price
1	3,10 EUR

Preisliste / price-list

zum Markieren / for Marking

129

Glasätztinte - Flasche a 250 g

Etching ink - packed in 250 g plastic bottle

Menge / quantity	Nettopreis / net price
1	36,50 EUR

53

Anreißnadel HM mit Stahlgriff

TC-Marking tool - steel handle

Menge / quantity	Nettopreis / net price
1	15,20 EUR

53-KU

Anreißnadel HM mit Ku-Griff

TC-Marking tool - plastic handle

Menge / quantity	Nettopreis / net price
1	4,80 EUR

Preisliste / price-list

Messgeräte / Measuring tools

66-10

Glasstärkenmessuhr bis 10 mm

Glass thickness measuring tool up to 10 mm

Menge / quantity	Nettopreis / net price
1	41,50 EUR

66-20

Glasstärkenmessuhr bis 20 mm

Glass thickness measuring tool up to 20 mm

Menge / quantity	Nettopreis / net price
1	84,00 EUR

66-30

Glasstärkenmessuhr bis 30 mm

Glass thickness measuring tool up to 30 mm

Menge / quantity	Nettopreis / net price
1	104,00 EUR

67/3.5

Rollmaß NICHOLSON - 3,50 m lang

Spring tape measure NICHOLSON - 3,50m long

Menge / quantity	Nettopreis / net price
1	5,30 EUR
6	5,20 EUR

67/3PAN

Rollmaß PANORAMIC - 3,00 m lang

Spring tape measure PANORAMIC - 3,0 m long

Menge / quantity	Nettopreis / net price
1	10,00 EUR
6	9,50 EUR

67/3ST

Rollmaß STANLEY - 3,00 m lang

Spring tape measure STANLEY - 3,0 m long

Menge / quantity	Nettopreis / net price
1	7,00 EUR
6	6,50 EUR

67/5F

Rollmaß - 5,00 m lang

Spring tape measure VISTA - 5,0 m long

Menge / quantity	Nettopreis / net price
1	10,50 EUR
6	10,00 EUR

69-GO

Glas-O-Meter

Glas-O-Meter

Menge / quantity	Nettopreis / net price
1	35,00 EUR

Preisliste / price-list

Glasschneider / Glass cutter

259-447.1

Ersatzschneidkopf schmal
Spare cutting head small

Menge / quantity	Nettopreis / net price
1	12,50 EUR
3	11,00 EUR

259-447.8

Öl-Glasschneider schmaler SK
Oil glass cutter small cutting head

Menge / quantity	Nettopreis / net price
1	22,00 EUR
3	19,80 EUR

261-448.1

Ersatzschneidkopf breit
Spare cutting head wide

Menge / quantity	Nettopreis / net price
1	12,50 EUR
3	12,50 EUR

261-448.8

Öl-Glasschneider breiter Schneidkopf
Oil glass cutter wide cutting head

Menge / quantity	Nettopreis / net price
1	21,50 EUR
3	19,50 EUR

265-2.135

HM-Rädchen 135 Grad - 5,0 mm Ø - Nadel à 10 Stück
TC cutting wheel 135 degrees - 5,0 mm diameter

Menge / quantity	Nettopreis / net price
1	34,00 EUR
3	32,00 EUR

60-102

Ersatz-Rädchen 1 Box = 5 Dutzend.
Glass cutting wheels SILBERSCHNITT - 5 dozen per box

Menge / quantity	Nettopreis / net price
1	19,00 EUR
2	18,00 EUR
4	17,00 EUR

61-100

Glasschneider
Glass cutter

Menge / quantity	Nettopreis / net price
1	2,90 EUR
6	2,80 EUR
12	2,70 EUR
24	2,60 EUR

61-2004

MIKRO-Schneider spitzer Kopf
MIKRO glass cutter pointed head

Menge / quantity	Nettopreis / net price
1	11,50 EUR

63-101

Ersatz-Rosette
Spare rosette with 6 steel wheels

Menge / quantity	Nettopreis / net price
1	2,30 EUR
12	2,20 EUR
24	2,10 EUR

64-400

HM-Glasschneider
Tungsten carbide glass cutter

Menge / quantity	Nettopreis / net price
1	9,00 EUR
3	8,50 EUR
6	8,25 EUR

64-401

Ersatzrosette
Spare rosette with 1 tungsten carbide wheel

Menge / quantity	Nettopreis / net price
1	5,80 EUR

Preisliste / price-list

Glasschneidgeräte / Glass cutting equipment

138-30

Zuschneideschlitten 30 cm

Cutting slide 30 cm long

Menge / quantity	Nettopreis / net price
1	28,50 EUR
5	27,50 EUR
10	25,50 EUR

138-40

Zuschneideschlitten 40 cm

Cutting slide 40 cm long

Menge / quantity	Nettopreis / net price
1	29,50 EUR
5	28,50 EUR
10	26,50 EUR

138-50

Zuschneideschlitten 50 cm

Cutting slide 50 cm long

Menge / quantity	Nettopreis / net price
1	31,50 EUR
5	30,50 EUR
10	29,50 EUR

138-60

Zuschneideschlitten 60 cm

Cutting slide 60 cm long

Menge / quantity	Nettopreis / net price
1	33,00 EUR
5	31,50 EUR
10	29,50 EUR

139

Schieber

Slide

Menge / quantity	Nettopreis / net price
1	3,50 EUR
3	2,50 EUR
9	2,20 EUR

139-R

Ersatzschieber mit Rosette

Slide with rosette

Menge / quantity	Nettopreis / net price
1	7,95 EUR

205-030/17

Winkel ohne Strebe 30/17 cm

Square without brace 30/17 cm

Menge / quantity	Nettopreis / net price
1	26,00 EUR

205-050/25

Winkel ohne Strebe 50/25 cm

Square without brace 50/25 cm

Menge / quantity	Nettopreis / net price
1	17,00 EUR

205-060/30

Winkel ohne Strebe 60/30 cm

Square without brace 60/30 cm

Menge / quantity	Nettopreis / net price
1	19,00 EUR

205-080/35

Winkel ohne Strebe 80/35 cm

Square without brace 80/35 cm

Menge / quantity	Nettopreis / net price
1	21,00 EUR

205-105/35

Winkel ohne Strebe 105/35 cm

Square without brace 105/35 cm

Menge / quantity	Nettopreis / net price
1	25,00 EUR

205-135/45

Winkel ohne Strebe 135/45 cm

Square without brace 135/45 cm

Menge / quantity	Nettopreis / net price
1	28,00 EUR

205-150/45

Winkel ohne Strebe 150/45 cm

Square without brace 150/45 cm

Menge / quantity	Nettopreis / net price
1	39,00 EUR

228-040

Sauggrundschneider - 40 cm

Circle cutter with suction cup - 40 cm

Menge / quantity	Nettopreis / net price
1	34,00 EUR

228-060

Sauggrundschneider - 60 cm

Circle cutter with suction cup - 60 cm

Menge / quantity	Nettopreis / net price
1	34,50 EUR

228-100

Sauggrundschneider - 100 cm

Circle cutter with suction cup - 100 cm

Menge / quantity	Nettopreis / net price
1	43,50 EUR

Preisliste / price-list

Glasschneidgeräte / Glass cutting equipment

228-120

Saugrundschnneider - 120 cm

Circle cutter with suction cup - 120 cm

Menge / quantity	Nettopreis / net price
1	45,50 EUR

228-160

Saugrundschnneider - 160 cm

Circle cutter with suction cup -160 cm

Menge / quantity	Nettopreis / net price
1	48,50 EUR

228-200

Saugrundschnneider - 200 cm

Circle cutter with suction cup -200 cm

Menge / quantity	Nettopreis / net price
1	55,50 EUR

228-ES

Ersatzschieber

Spare slide with 6 mm-bar and ball handle

Menge / quantity	Nettopreis / net price
1	11,50 EUR

232-20/120

Kreis- + Ellipsenschnneider

Circle and oval cutting machine

Menge / quantity	Nettopreis / net price
1	520,00 EUR

Preisliste / price-list

Glasbrechzangen / Glass breaking pliers

716

Brechzange SILBERSCHNITT

Glass breaking plier SILBERSCHNITT

Menge / quantity	Nettopreis / net price
1	28,50 EUR

81

Schnittlaufzange bis 8 mm Glasdicke

PALUE 3-point pliers up to 8mm glass thickness

Menge / quantity	Nettopreis / net price
1	39,50 EUR
3	38,00 EUR
5	36,00 EUR

88-160/5

Kröselzange 16 cm lang - 5 mm breit - Schnabelmaul

Grozing pliers 16 cm long - 5 mm wide

Menge / quantity	Nettopreis / net price
1	16,80 EUR
6	16,20 EUR

88-160/8

Kröselzange 16 cm lang - 8 mm breit - Schnabelmaul

Grozing pliers 16 cm long - 8 mm wide

Menge / quantity	Nettopreis / net price
1	12,00 EUR
6	11,60 EUR

90

Abkneifzange

Glass pincing pliers

Menge / quantity	Nettopreis / net price
1	18,50 EUR
3	16,80 EUR

§ 1 General

- (1) The purchaser recognizes that the following business conditions are legally binding for all current and future goods and other services supplied by the seller. This applies in particular to the order issued. If the orderer is a full merchant, a legal entity of the public law or a special asset under public law, then this body proclaims agreement with these business conditions no later than when goods are accepted, the purchasing price is paid and details are clarified in any other way.
- (2) All agreements reached between the orderer and ourselves, in particular revisions to these sales and supply conditions and spoken subsidiary agreements covering the content of the contract, require our written agreement before they can become effective.

§ 2 Quotes and prices

- (1) Our quote and price lists are subject to change without notification. A supply obligation only comes into effect once a written order confirmation has been issued.
- (2) Our prices are net prices and do not include the statutory level of value-added-tax.
- (3) The prices are ex-factory (Lübeck) for unpackaged goods.

§ 3 Revisions to the agreed prices, payments and delayed payments

- (1) If the orderer is a full merchant, a legal entity of the public law or a special asset under public law, then we reserve the right to increase the agreed prices in accordance with increases in wages and/or material prices to which we are jointly subjected, provided that we have not already supplied the goods. The orderer must be informed of the price increase at least two weeks before the supply deadline. Should prices be increased, the orderer has the right to withdraw from the order within one week of being notified of this price increase.
- (2) Our invoices are to be paid within ten days from the invoice date for 2 % discount to apply or within thirty days to avoid a penalty. To benefit from the discount scheme, the orderer must have already settled all payment obligations outstanding from previous deliveries.
- (3) If we accept bills of exchange or cheques, we operate on the basis of cleared funds or, in the case of bills of exchange, on the basis of credit rating. The orderer is responsible for expenditure incurred as part of the discount scheme. We accept no liability for the correct submission of bills of exchange and cheques or for action over bills of exchange and cheques which fail to clear.
- (4) In instances of delayed payment, the orderer will have to pay interest amounting to the standard interest rate charged by the credit institute for overdraft facilities. This will however amount to at least 5 % more than the relevant discount rate of the Deutsche Bundesbank. We reserve the right to claim for further damages.
- (5) Should the orderer fall behind with payments, all other debts outstanding from the business relations become due, even those which cannot yet be paid.
- (6) Should the orderer raise any counterclaims, in particular those relating to complaints about the goods or to claims from credit notes for returned goods, right of retention is only permitted if counterclaims stem from the same contractual relationship.
- (7) Offsetting claims with disputed or non-legally valid counterclaims are not permitted. Regardless of this, the offsetting claim must be served in writing one month before the invoice amount is due.

§ 4 Dispatch and insurance

- (1) The orderer undertakes the risk associated with all shipments – including freight deliveries. This risk is transferred to the orderer when the goods are handed over

- (2) to the haulage contractor or freight carrier – or at the latest when the goods leave our plant.
- (2) Packaging will be invoiced at cost price in addition to the agreed price and cannot be returned. Orderers will only be credited with 2/3 of the invoiced packaging price for crates returned in perfect condition and by prepaid freight.
- (3) Unless otherwise informed, ten days after dispatch of the order confirmation, we will take out insurance with our transport insurer at the expense of the orderer for all kinds of custom-built glass tables and goods which are bulky and difficult to package. We will inform the orderer of the significance of the aforementioned deadline and the consequence of his not responding to the order confirmation. The premium is to be settled without any form of discount once the premium invoice is received. We do not however accept liability for correct and timely insurance cover being arranged.

§ 5 Supply deadlines and part deliveries

- (1) The supply deadlines specified in the order confirmation commence when the order confirmation is sent off. These cannot fall due before submission of the documents, authorizations, and approvals are obtained by the supplier or before an agreed sum has been received as payment.
- (2) The supply deadline is considered to be satisfied if the supply object has left the plant or has been declared ready for dispatch before the deadline expires.
- (3) Should unforeseen circumstances occur or should events take place which are out of our control, the supply deadlines are extended by the period for which the hindrance lasts, including an appropriate start-up period. Unforeseen circumstances include strikes, lockouts and unpredictable circumstances e.g. interruptions to operation and such which do not enable us to meet the deadlines despite reasonable efforts. This also applies if the aforementioned conditions affect sub-suppliers. We are committed to immediately informing the orderer if unforeseen circumstances have arisen. If the aforementioned delays in output persist for more than three months due to unforeseen circumstances, then both parties are entitled to withdraw from the contract.
- (4) Should, for reasons for which we alone are responsible, an agreed supply deadline not be observed, once an appropriate extension of at least four weeks has passed, the orderer is entitled to demand compensation for the delay in performance or to withdraw from the contract, provided that he indicated in writing that he would reject the service when imposing the extension.
- (5) The orderer may not refuse appropriate part deliveries.

§ 6 Trial deliveries

- (1) On request from the orderer, a delivery of tools, small machines and other devices can be made in accordance with a previously agreed deadline and including the return privilege. These goods are considered to be sold to the orderer at the specified price, if the orderer does not hand over the goods to the haulage contractor or freight carrier for dispatch within the return period or if he requests an extension to the deadline any time after four days before the deadline expires.
- (2) The orderer will bear all dispatch costs and is to return the goods undamaged by return cargo and to take out insurance for the goods against all transportation risks.
- (3) For deliveries worth up to DM 100,00, the orderer must pay a usage fee amounting to 10 % of the value of the goods and for deliveries worth more than the aforementioned value, the orderer shall pay a fee amounting to 5 % .

§ 7 Warranty

- (1) Complaints relating to identifiable faults or incomplete deliveries must be raised immediately or no later than three days after the goods have been received by the orderer.

Such complaints must always be raised before the goods are processed or installed and should be sent to us including precise information of the nature of the individual complaint. If complaints are not reported, we will assume that the goods were received in perfect condition. Faults which are not identifiable or those which only appear during the warranty period should be reported immediately and in writing.

- (2) On request, we shall be given the opportunity on site to determine whether the accused fault is valid or to have this task undertaken by one of our representatives.
- (3) We will correct valid complaints in good time and in the correct manner. We will decide whether this should take the form of correcting the fault (if necessary, also in conjunction with the relevant assembly services) or supplying spare parts.
The orderer does, however, reserve the right to decide whether to demand a reduction in payment or to back out of the contract should we not be able to rectify the fault, whether this be as a result of unjust refusal or three attempts having been made to improve the situation or should a delivery of spare parts still not have rectified the fault.
- (4) Additional claims from the orderer, in particular claims for compensation are restricted in accordance with § 8 or cannot be lodged at all.

§ 8 Liability

- (1) In all instances where we are committed to pay compensation in damages as a result of contractual or legal grounds for claims and these instances are not covered by the above conditions, we only assume liability provided that our managerial level staff or people appointed by us can be held responsible for having acted deliberately or with gross negligence.
If the orderer is a full merchant, a legal entity of the public law, or a special asset under public law over and above this, we will only assume liability for people appointed by us who are not managerial level in instances where they have acted deliberately. For cases of gross negligence we will only assume liability if this results in the infringement of our main obligations.
- (2) When dealing with full merchants, legal entities of the public law or special assets under public law, our liability is restricted to DM 500.000 for each instances of damage. The maximum amount of liability payable for individuals is DM 250.000.
- (3) If, an instance where our liability is restricted, as specified above, and a claim is lodged against us by a third party and this exceeds the aforementioned limits, the orderer must indemnify us from all claims for which we could not have been liable to the orderer and his staff in accordance with the aforementioned conditions.
- (4) The above claims for damages lapse three years after the damage has occurred at the latest.
- (5) The above liability exclusions and restrictions on liability do not apply for any claims for compensation in damages raised against us due to an absence of assured characteristics. The assurance of certain characteristics of the supply object must be included in writing in the order confirmation. This assurance does not cover the risk of secondary damage resulting from defects, provided that we, our managerial level staff or people appointed by us have not acted deliberately or with gross negligence.

§ 9 Advice and intellectual property rights

- (1) If we advise the orderer, this takes place without our incurring a legal obligation.
- (2) Quotes and drawings with which we provide the orderer, must not be disseminated to third parties, and especially not to competing companies.

§ 10 Retention of ownership

- (1) Supplied goods continue to remain our property (conditional commodity) until the orderer has paid off all his outstanding debts liable to us. In instances where outstanding debts due to us or counterclaims raised by the orderer are covered by an overdraft or credit facility, retention of ownership continues to apply until the relevant balance of outstanding debts has been cleared.
- (2) The orderer is authorized to use the conditional commodities. We can, however, revoke this authorization and request that the conditional commodity be returned as soon as the orderer does not comply with his payment obligations or does not do so on time. This also applies if one of the reasons for which our claims are prematurely lodged against the orderer arises and do so in accordance with the specifications laid down in this regulation. If retention of ownership is pursued, such action is considered as withdrawal from the contract.
- (3) Furthermore, the orderer is entitled to sell his retention of ownership in accordance with correct business procedures. Before doing so, he transfers the claims resulting from the sale of the retention of ownership from us to the purchaser. We take on preliminary cession. Item (2) applies accordingly.
- (4) If the value of the above covers exceeds the value of the claim to be covered by 20 %, then we are obliged, on request from the orderer, to free up deliveries of goods for which full payment has been received and we are free to chose the deliveries concerned.
- (5) If the orderer does not comply with his payment obligations or does not satisfy his commitments to us resulting from the retention of ownership, if a bill of exchange or a cheque is not cashed, if he does not make payments or if judicial or out-of-court conciliation procedure or bankruptcy proceedings are opened against his assets, then all of the orderer's debt due to us becomes liable immediately, even if we have agreed upon payment by instalments or if bills of exchange are post-dated. We are then entitled to sell by private contract the conditional commodities which we repossess regardless of payment obligations. Our rights, as specified in § 326 of the BGB (German Criminal Code) are not affected by this. Furthermore, we can withdraw from other as yet unfulfilled contracts with the same orderer irrespective of more extensive rights contained therein.
- (6) With regard to claims arising from the retention of ownership or deferred payments, the orderer cannot appeal that he needs the conditional commodity for special reasons, e.g. to maintain his business.

§ 11 Site of fulfilment and court of jurisdiction

- (1) If the orderer is a full merchant, a legal entity of the public law, or a special asset under public law, then in all disputes arising from the contractual relationship, legal proceedings should be raised at the court responsible for the headquarters of the supplier or responsible for the regional office which handles deliveries. The supplier also has the right to institute proceedings at the orderer's headquarters.
- (2) The contractual relationship is subject to the law of the Federal Republic of Germany. The Standard German Law governing the international sale of non-real estate property, dated 17 July 1973 cannot be applied.

April 1991
PANNKOKE
Flachglastechnik GmbH