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GENERAL INFORMATION



GEIGER Antriebstechnik

The GEIGER Company, with headquarters based in Bietigheim-Bissingen, is known since its foundation as an innovative and reliable partner in the sun protection industry. Renowned companies use GEIGER products in their sun protection systems worldwide.



Administration and production building



New building for plastics technology and motor assembly

Foundation and History

In 1952 Gerhard Geiger took over the management of the mechanical workshop from his father Gustav Geiger and began with the production of gears for Venetian blinds. Soon thereafter the product range was extended to include gears for awnings and rolling shutters as well as high-quality operating elements such as universals, cranks and rods.

In 1983 under the management of the next generation with Josef Grödl and Georg Schmidt the GEIGER Company became an industrial company with highly automated manufacturing processes, based on the model of the automobile supply

industry. Hans-Michael Dangel and Hermann Lörcher took over the company management in 1998 and strongly supported the motorization of sun protection systems. As from 2000 GEIGER launched successfully on the market Venetian blinds motors as well as awnings motors and rolling shutters motors.

The company is managed by Hans-Michael Dangel and Dr. Marc Natusch since 2011.

GEIGER thus combines decades of continuity, stability and solidity with the very ambitious goal of the next generation to lead the traditional company into long-term prosperity.

Production

Then, as now, we produce exclusively in Bietigheim-Bissingen near Stuttgart. Starting from the workshop in the Founder house the production area grew gradually to over 21,000 square feet.

Our business areas are closely related. The high integration of the different sectors, from product development to manufacturing, ensures an optimal interaction from the initial product idea to series production. Crosslinking causes a permanent exchange of experiences and forms the ideal basis for economically and technically sophisticated solutions for the sun protection industry.



We regard high production integration as a major prerequisite for the production of high quality and durable products.

All processing steps – from machining, motor production and plastics technology to assembly - are carried out in-house ensuring high levels of technical competence and flexibility in order to meet the specific requirements of our customers.

In order to ensure the international competitiveness of Germany as a production location GEIGER develops and manufactures in-house resources such as plastic moulds, manufacturing equipment, special purpose machinery and assembly lines. Semi or full automatic production units are used depending on the product and the life cycle concepts.



Machining production



Plastics technology



Tool manufacturing



Motor assembly

Quality

We place great emphasis on the highest standard of quality. The most important pillars in achieving these objectives are the selection of high-quality materials, modern technologies, optimal component design, durability and noise generation. Before approval by our research department and our quality management all products undergo tests well beyond standard requirements. Please see our Declarations of Manufacturers and testing in accordance with various standards and testing laboratories such as VDE, NF, CCC and GHOST.



After beginning of production, the quality and safety standards achieved are constantly checked to determine optimization and achieve their implementation.

Therefore we give a 5-year warranty on all our products, including arising replacement costs.

However, should any problems occur, we are working closely together with our customers in order to provide immediate damage limitation and regulation.

GEIGER is a partner you can rely on even in difficult situations.

Distribution

GEIGER relies on its strong team. Our products are successfully installed and operated worldwide. We offer support to our customers on all continents.

On-going communication between sales, product management and product development allows us to develop products according to specific customer and country requirements which strengthen our position in international competition.

Innovation

The on-going product review with regard to potential further development, a close dialog with our customers and the ambition to be the best in our sector lead to new, future-oriented products. This is shown by our numerous patents and a great variety of new developments. These developments are the result of an innovation-friendly climate by GEIGER and the selective use of advanced methods and tools. We put emphasis on a creative environment in our development areas. Our R&D team is working today on the sun protection products of tomorrow.



SOLIDline Touch: nominated for the R + T Innovation Award 2012

Responsibility for employees and the environment



GEIGER currently employs over 320 people exclusively in Germany. The creation of value, from development to manufacturing and logistics is achieved in Swabian Bietigheim-Bissingen. Our goal is to offer all employees and future generations attractive and secure jobs.

GEIGER has the duty to act with care and responsibility towards both people and the environment. High operational safety, prevention of waste and toxic substances, resource and energy savings and a high level of recycling ensure a clean production and protect employees and environment. Continuous process improvements and optimizations also ensure competitive products.

Independence and reliability

The Gerhard Geiger Foundation - as main owner - guarantees the independence of the GEIGER Company. Customers and employees can rely on the long-term orientation of our activities.

The industrial base, the interaction of high production know-how and innovative spirit ensure the long-term orientation of the company.

SOLUTIONS - PERFORMANCE - PASSION

Our corporate slogan describes the strategic orientation and day-to-day action of the GEIGER Company:



**SOLUTIONS
PERFORMANCE
PASSION**

SOLUTIONS

GEIGER offers solutions for all areas of the electrical and mechanical operating systems. Our innovative products are developed as a direct result of specific customers and market requirements.

PERFORMANCE

In the interest of our customers, we keep improving our products in terms of quality, materials and manufacturing technology.

PASSION

Every day, more than 300 specialized and experienced employees are committed to ensure high quality, reliability and innovative products.

General Terms and Conditions of Business

§ 1 General – scope of application

- (1) The validity of our general terms and conditions of business is exclusive. All contracts concluded with our company are concluded exclusively on the basis of these general terms and conditions of business. We refuse to recognize any contradicting terms and conditions or terms and conditions deviating from our own unless we have explicitly agreed and consented to their validity. Our general terms and conditions of business shall be operative and prevail even if we, in full knowledge of any such contradicting or deviating terms and conditions of our customer, effect the delivery to this customer without any reservation. We hereby explicitly object to any counter-acknowledgements the customer may make by invoking his own general terms and conditions of business.
- (2) All our terms and conditions of business take effect only in regard to enterprises in the meaning of § 310 BGB (German Civil Law Code).
- (3) Our general terms and conditions of business are also effective with respect to all future deals with our customers, which shall even apply if not explicitly agreed upon.

§ 2 Offers – offer documents

- (1) Our offers are without obligation and not binding till to the date of receipt of the acceptance of the offer in question by the other party to the contract. If the order placed with us can be characterized as an order within the meaning of § 145 BGB, we are entitled to accept it within a 30 day term as of its receipt. The other party to the contract remains bound by the related offer till to this point of time.
- (2) We reserve the title to all illustrations, drawings, calculations and other documents. They must not be disclosed to any third party whoever, which particularly applies in regard to all written documents marked as „confidential“. Any dissemination or disclosure of such documents by the customer to any third party whoever is subject to our explicit prior written consent.

§ 3 Prices

- (1) If not appearing otherwise from our confirmation of the order, our prices are effective ex works and are excluding packing, transport and freight insurance, which will be billed separately.
- (2) All prices quoted are excluding legal VAT. The related legal VAT to be charged is indicated separately on the related invoice the day the invoice is presented.
- (3) We reserve the right to increase our prices correspondingly, if, after conclusion of the contract, a rise in costs, particularly a rise attributable to the conclusion of collective agreements, or if a rise in material costs occurs. Proof of any such cost increases will be furnished to the other contracting party upon request.

§ 4 Conditions of payment, set-off and right of retention

- (1) If not agreed otherwise, our invoices are payable net (without any deduction) within a 30 day term as of the date of the invoice.
If payment is effected within a 14 day term after the date of the invoice, a 2 % cash discount is allowed on the commodity value, excluding additional expenses.
- (2) We are entitled to apply the payment(s) effected by the other party to the contract to any probably existing older debts which this party might owe us first and to inform said party of the kind of settlement actually effected. If expenses and interest have already accrued, we are authorized to credit the other party's payment(s) against these expenses first and, after that, against the interest actually accrued and, at last, against the principal claim.
- (3) Payments are considered as effected only if we can dispose of the payable amount.

- (4) The other party to the contract is entitled to set off against our claims only if the counter-claims asserted have become res judicata, are nonlitigious and if we have accepted them. The other party to the contract is entitled to use its right of retention only inasmuch as the counter-claim actually asserted is based on the same contractual relationship.

§ 5 Lead time and time limit for performance

- (1) The commencement of the lead time indicated by us is subject to the final clarification of all technical questions.
- (2) If we are behind schedule with our delivery and the customer grants an additional period of time of reasonable length for the performance of the delivery and warns us of his refusal to accept in the event we would fail to perform within this time, he is, after futile expiry of this additional time, entitled to withdraw from the contract. Claims for damages on account of our failure to perform to the amount of the foreseeable damage are only due to the customer, if the delay is attributable to our acting with intent or gross fault or if it is due to an important failure to comply with our duties. Moreover, our liability for compensatory damages is limited to a value that is equivalent to 50 % of the loss actually sustained.
- (3) The restriction on our liability according to above subparagraph 2 shall not be effective if the deal made is a commercial transaction for delivery by fixed date, which same also applies if the customer, by reason of the delay for which we are liable, can argue that his interest in the completion of the contract has ceased to exist.
- (4) The compliance with our delivery commitments is subject to the customer's lawful and proper discharge of his contractual obligations.
- (5) We are entitled to perform part deliveries and/or part performances at any time.
- (6) In the event the other party to the contract fails to accept delivery or if it infringes other duties to co-operate, we are entitled to claim compensation for the losses we have sustained including all additional expenses probably accrued. In any such case, the risk of accidental loss, destruction or deterioration of the object(s) of sale passes to the other contracting party at the time it starts being in default of taking delivery.

§ 6 Passing of the risk

- (1) If not resulting otherwise from our confirmation of the order, delivery ex works is considered as agreed.
- (2) Should the customer so desire, we will take out a transport insurance policy on behalf of the him to cover the consignment against transport risks. All costs accruing thereby must be born by the customer.

§ 7 Statutory warranty / liability

- (1) The customer's rights under the statutory warranty are subject to his properly having complied with his duties to examine and to give notice of defects as provided by §§ 377, 378 HGB (Commercial Code).
- (2) In as far as the object of sale shows a defect for which we are responsible, we shall be entitled to make up for it by way of subsequent performance, that is either through removal of the defect(s) or through substitute delivery. In the event we decide to remove the defect(s), we are obliged to bear all costs and expenses accruing in this connection, particularly all transport costs, tolls, cost of labour and material costs on our own, which shall be operative with the exception of cases where an increase in costs is due to the fact that the object of sale in question was shipped to a place that differs from the original place of delivery.

- (3) In the event we are not prepared or able to make up for a defect by way of subsequent performance or if we refuse to do so or fail to fulfil within the limits of reasonable time limits for any reason for which we are responsible or does the subsequent performance remain without success for any other reason whatsoever, the customer shall be entitled to withdraw from the contract or to claim a corresponding abatement (lowering) of the purchase price.
- (4) If not stated otherwise in subparagraphs 5 and 6 hereafter, any claim the customer makes beyond that, no matter for what legal grounds, is excluded. We refuse to assume any liability for damages not caused directly to the object of delivery itself. In particular, we deny any responsibility for loss of profit or any other pecuniary losses the customer may have sustained.
- (5) The above exculpatory clause shall not be operative if the cause of the loss sustained is attributable to acts committed with intent or with gross negligence.
- (6) In the case we fail to comply with material duties under the contract, our obligation to pay for personal injury and damage to property is limited to the compensation paid by our product liability insurance.
At the customer's request, we are prepared to permit him to inspect the related insurance policies.
Neither does the exculpatory clause specified in above subparagraph 4 apply to any damages claimed for by reason of fatal, bodily or personal injuries sustained.
- (7) Reckoning from the date of the passing of the risk, the warranty period comes to one year. Subject to the condition that correct application is made with sun protection systems this period extends to five years. The warranty period extends to two years for radio control accessories.
- (8) Any liability for damages beyond those specified herein above is, irrespective of the legal nature of the claim actually asserted, excluded.
- (9) The regulation stipulated in above subchapter 8 does not apply in regard to claims specified in §§ 1, 4 of the product liability law (Produkthaftungsgesetz). In as far as the restriction on liability specified in above subchapter 6 becomes effective with respect to claims based on the manufacturer's liability according to § 823 BGB, our liability is restricted to the compensation paid by our insurance. So far as this is not the case or is the case to only a certain extent, we are obliged to be liable for amounts up to the insured sum.
- (10) As far as our liability is limited or excluded, this also applies with respect to the personal liability of our employees, workers, collaborators, representatives and vicarious agents.
- § 8 Retention of title**
- (1) Until payment in full we retain title to all goods we have delivered.
- (2) Moreover, we retain title to all goods we have delivered (goods subject to retention of title) up to the satisfaction of all and even of all future claims probably arising from the existing business relationship with the customer. In regard to current accounts, the retention of title is considered as a security with respect to the related claim within the customer's balance of account. Same also applies if the customer decides to effect payment on specific claims.
- (3) Already now, the customer assigns to us all claims due to him by reason of a resale of the goods to which we retain title. They serve to secure our claims to the same extent as the goods to which we retain title.
- (4) If the value of the securities existing in our favour exceeds the secured claim by more than 20 %, we are, on the other contracting party's request and option, prepared to release a corresponding share of the securities.
- (5) In the event a third party initiates the levy of distress or other interferences, the customer must immediately notify us thereof to put us into the position to institute an action in compliance with § 771 ZPO (code of civil procedure). Should the third party involved in any such proceeding prove to be unable to reimburse us for the legal and extra-judicial costs of an action pursuant to § 771 ZPO, the customer shall be held liable for any loss we have sustained thereby.
- (6) In each individual case, any processing or transformation of the object of sale performed by the customer is made on our behalf. The expectant right to the related object of sale to which the ordering party is entitled continues and extends to the transformed object as well. If the object of sale is processed using other objects not belonging to us, we acquire the co-ownership in the new object in the proportion of the objective value of the object of sale to the other objects processed along with it at the time the processing takes place. For the rest, the same shall apply to the new object thus created as specified herein above in regard to the object of sale delivered subject to retention of title.
- (7) In the event the object of sale is - with other objects that do not belong to us - intermixed in an inseparable manner, we acquire the co-ownership in the new object in the proportion of the objective value of our object of sale to the value of all other objects intermixed with it at the time of commixtion. If the commixtion takes place in such manner that the customer's object represents the greater or main part of it, it is hereby considered as agreed that the customer transfers the co-ownership in it to us on a pro rata basis. The customer holds the thus created exclusive ownership or co-ownership in the new object in custody on our behalf.
- § 9 Protection of data privacy**
- All person-related data provided to us by the customer in the course of the business transactions are stored and are, as far as necessary in order to ensure the proper winding up of the contractual relationship, processed further. With regard thereto, the customer hereby declares his consent.
- § 10 Governing law, place of jurisdiction, partial nullity**
- (1) These terms and conditions of business including all legal relationships between us and the ordering party are governed by the laws of the Federal Republic of Germany.
- (2) As far as the customer can be characterized as a merchant within the meaning of the Commercial Code, a public law entity or a special fund entity under public law, Stuttgart, Germany, shall be the exclusive place of jurisdiction for all litigations arising directly or indirectly out of the contractual relationship. Even if the customer transfers his residence or habitual abode after the conclusion of the contract to a place outside the territorial applicability of the German law, Stuttgart shall remain the exclusive place of jurisdiction. This also applies if the residence, the place of business or the habitual abode of the contracting parties is unknown at the time a legal action is taken.
- (3) If one or more provisions in these terms and conditions of business or other provisions stipulated within the limits of other agreements should be or become fully or partially invalid, the validity of the other provisions of any such agreement shall remain unaffected. In lieu of the invalid, void or impracticable provision, the contracting parties shall agree on an appropriate provision that legally as economically comes as close as ever possible to the invalid, void or impracticable provision.

Dated: December 2012

