



CATALOG

GIOBAGNARA  
×  
**TEKNA**





## TEKNA X GIOBAGNARA

*We proudly present to you our exclusive and exciting collaboration with GioBagnara, pioneer in Italian luxury leather. Tekna strives to constantly improve itself: creating new designs and exploring cutting-edge materials. Because our lighting is all about seamless finishes, authentic design and decorative excellence, we are committed to seeking partners who reinforce these high-level values.*

*The TEKNA x GIOBAGNARA Collection aims to create pieces able to generate unique atmospheres and enhance spaces, giving birth to a union where traditional Italian and Belgian lifestyles meet.*

*GioBagnara, a brand that is distinctive for elegantly designed creations that express luxury without ostentation, available in an uncommon and virtually limitless color palette of leathers and suede, handcrafted to the highest standards using both traditional know-how and leading-edge technology.*

***“Elegant, unique but above all exclusive. The collection rests on these pillars and is one-of-a-kind in its sector. With this collection we want to delight Tekna lovers with quality and detail. Transform any space into a dynamic landscape of light and texture. Mix & match different color tones and stitching, everything to create your personalized masterpiece, carefully treated and assembled by hand.”***



WALCOTT TWIN / Left: H62, printed calfskin deer: papaya - Right: H08, printed calfskin deer: siena

## TEKNA

*Thanks to Tekna's timeless designs made from robust, high-quality materials, Tekna has been a pioneer in the lighting world since the early 1990s. The seamless finish of our lighting exudes pure quality. This approach is particularly appreciated both at home and abroad. With the Nautic, Arton and Flatspot collections, our brand occupies a particularly large segment of the market because we manufacture both architectural, decorative and designer lighting.*

*Tekna has a great passion for traditional techniques with a personal touch. Therefore, we are always looking for authentic ideas that can be handmade in Belgium. No luminaire is the same, that is the power of "handmade".*

*Every design is created with natural materials. Almost 98% of our fixtures are made out of brass. Not only is it a high quality material, it's also a very rewarding and reliable material to work with. You can easily bend it into the desired shape and it can easily withstand all weather conditions. You can also find bronze, aluminum, red copper, marble and glass in our lighting, these noble materials are extremely rewarding and lend themselves perfectly to Tekna's wide range of collections. These robust materials make our brand what it is.*

*To develop our luminaires, we resolutely opt for one approach: we combine strong, traditional methods with a timeless character. A successful recipe that radiates simplicity, functionality and elegance.*

***“ With a Tekna community spread all over the world, we want to give the world of lighting a new dimension. ”***

## GIOBAGNARA

*Renowned for its elegant creations that convey luxury without ostentation, GIOBAGNARA adheres to the highest standards of craftsmanship. By pursuing a philosophy that incorporates traditional knowhow with leading-edge technologies, and offering a limitless color palette of quality leathers and suede, founder Giorgio Bagnara has been able to experiment and push the technical boundaries of his craft in order to create pieces that are both beautiful and functional.*

*Launched in 1999, the GIOBAGNARA brand has quickly earned a reputation for expert leather workmanship, and its founder has become a key partner for a large number of interior designers as well as a select group of yacht and private jet designers who rely on his specialized knowledge to realize made-to-measure commissions.*

*In 2015, Giorgio Bagnara expanded his leather goods portfolio with the acquisition of saddle leather specialist RABITTI1969. In 2017, Bagnara initiated a collaboration with French designer Stéphane Parmentier, who was appointed creative director of GIOBAGNARA and its affiliate brands.*

*In 2018, the company's portfolio grew with the strategic acquisition of PIGMENT FRANCE, a respected company with specialized skills in leather covering and the weaving of wicker, rattan and straw. Today, two decades after its launch, GIOBAGNARA counts more than 60 employees. The brand now boasts an impressive offer of quality leather homewares and is ready to embark on its next exciting chapter.*



**N301**

**BLAKES TABLE LAMP**

Table lamp in lacquered brass and leather finish of your choice.  
 Supplied with rechargeable Li-ion battery, good for a life span of 7 hours after full recharge (2h).  
 Dimensions: width 140x140mm- height 320mm.  
 High Power LED 3000K - CRI 95 - 2W. LED driver and charger included.  
 Main power 110V/240V 50/60Hz. (US on request)  
 Use: indoor (IP20)



BLAKES TABLE LAMP / H62, printed calfskin deer: papaya

**High Power LED - 2700K - CRI 95 - 2W**

- N301MNGL24HG BLAKES TABLE LAMP - MANGO / MANGO - 2700K - dark bronze clear glass
- N301BDXL24HG BLAKES TABLE LAMP - BORDEAUX / BORDEAUX - 2700K - dark bronze clear glass
- N301UMAL24HG BLAKES TABLE LAMP - ULTRA MARINE / GOLD - 2700K - dark bronze clear glass
- N301MUDL24HG BLAKES TABLE LAMP - MUD / LIGHT GREY - 2700K - dark bronze clear glass
- N301PSTL24HG BLAKES TABLE LAMP - PISTACHIO / OFF WHITE - 2700K - dark bronze clear glass

**High Power LED - 3000K - CRI 95 - 2W**

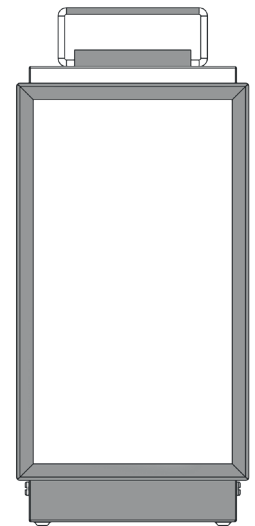
- N301MNGL18HG BLAKES TABLE LAMP - MANGO / MANGO - 3000K - dark bronze clear glass
- N301BDXL18HG BLAKES TABLE LAMP - BORDEAUX / BORDEAUX - 3000K - dark bronze clear glass
- N301UMAL18HG BLAKES TABLE LAMP - ULTRA MARINE / GOLD - 3000K - dark bronze clear glass
- N301MUDL18HG BLAKES TABLE LAMP - MUD / LIGHT GREY - 3000K - dark bronze clear glass
- N301PSTL18HG BLAKES TABLE LAMP - PISTACHIO / OFF WHITE - 3000K - dark bronze clear glass

On request

- Frosted glass
- Rivuletta glass

ACCESSORIES AND SPARES

- ANK0092 Blakes Table Lamp AC adapter charger
- ANK0093 Blakes Table Lamp Plug EU - CH - IT
- ANK0095 Blakes Table Lamp Plug US
- ANK0094 Blakes Table Lamp Plug UK



*Create your own unique masterpiece by personalizing the colored areas, using our swatch book.*





BLAKES TABLE LAMP / Left: H12, printed calfskin deer: royal blue - Right: H62, printed calfskin deer: papaya



MARQUESSE / H24, printed calfskin deer: smoke  
8 |





**N302**

**MARQUESSE**

Reading lamp with a weighted base, vertical arm and a vertically placed tube on articulated joint, 350° rotatable, 90° adjustable, with GU10 lamp holder, 2m cable, plug and foot control dimmer.

Tube diameter 55mm - height tube 157 mm.

Dimensions: width 335 mm - depth 115 mm - height 1335 mm.

Lamp Soraa GU10 230V 9,5W 36° Vivid CRI 95 490 lm included.

Main power 230V 50 Hz.

Use: indoor (IP20)



MARQUESSE / Left: H12, printed calfskin deer: royal blue - Right: H24, printed calfskin deer: smoke

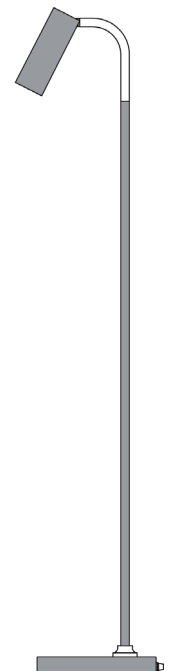
- N302MNGL62 MARQUESSE - MANGO / MANGO - laquered black
- N302BDXL62 MARQUESSE - BORDEAUX / BORDEAUX - laquered black
- N302UMAL62 MARQUESSE - ULTRA MARINE / GOLD - laquered black
- N302MUDL62 MARQUESSE - MUD / LIGHT GREY - laquered black
- N302PSTL62 MARQUESSE - PISTACHIO / OFF WHITE - laquered black

N302CTML62 MARQUESSE laquered custom color

ACCESSORIES AND SPARES

- L049 Lamp Soraa LED GU10 MR16 Vivid 95 CRI 230V 7,5W 2700K 390lm 10° SNAP
- L050 Lamp Soraa LED GU10 MR16 Vivid 230V 7,5W 3000K 95 CRI 410lm 10° SNAP
- L059 Lamp Soraa LED GU10 MR16 Vivid 230V 9,5W 2700K 95 CRI 465lm 36°
- L060 Lamp Soraa LED GU10 MR16 Vivid 230V 9,5W 2700K 95 CRI 465lm 60°
- L061 Lamp Soraa LED GU10 Vivid 230V 9,5W 3000K 95 CRI 490lm 25°
- L062 Lamp Soraa LED GU10 Vivid 230V 9,5W 3000K 95 CRI 490lm 36°
- L063 Lamp Soraa LED GU10 Vivid 230V 9,5W 3000K 95 CRI 490lm 60°
- L110 Lamp Soraa LED GU10 MR16 Vivid 230V 9,5W 2700K 95 CRI 465lm 25°

60,00



*Create your own unique masterpiece by personalizing the colored areas, using our swatch book.*



WALCOTT / H17, printed calfskin deer: bordeaux

### N303 WALCOTT

Wall lamp in artisanal soldered brass housing, leather finish of your choice.  
 Dimensions: width 165mm - height 355mm - projection 130mm.  
 Lamp Edison LED e27 220-240V 6W 2200K 400lm (dimmable) included.  
 Main power 230V 50Hz.  
 Use: indoor (IP20) (US on request)

- |            |                                 |
|------------|---------------------------------|
| N303MNG222 | WALCOTT - MANGO / MANGO         |
| N303BDX222 | WALCOTT - BORDEAUX / BORDEAUX   |
| N303UMA222 | WALCOTT - ULTRA MARINE / GOLD   |
| N303MUD222 | WALCOTT - MUD / LIGHT GREY      |
| N303PST222 | WALCOTT - PISTACHIO / OFF WHITE |

#### ACCESSORIES AND SPARES

L222

Lúmmi LED e27 220-240V 5W 2200K 400lm (dimmable)



WALCOTT TWIN / H62, printed calfskin deer: papaya

### N304 WALCOTT TWIN

Wall lamp in artisanal soldered brass housing, leather finish of your choice.  
 Dimensions: width 165mm - height 550mm - projection 130mm.  
 2 x Lamp Edison LED e27 220-240V 6W 2200K 400lm (dimmable) included.  
 Main power 230V 50Hz.  
 Use: indoor (IP20) (US on request)

- |            |                                      |
|------------|--------------------------------------|
| N304MNG222 | WALCOTT TWIN - MANGO / MANGO         |
| N304BDX222 | WALCOTT TWIN - BORDEAUX / BORDEAUX   |
| N304UMA222 | WALCOTT TWIN - ULTRA MARINE / GOLD   |
| N304MUD222 | WALCOTT TWIN - MUD / LIGHT GREY      |
| N304PST222 | WALCOTT TWIN - PISTACHIO / OFF WHITE |

#### ACCESSORIES AND SPARES

L222

Lúmmi LED e27 220-240V 5W 2200K 400lm (dimmable)

*Create your own unique masterpiece  
 using our sample book.*





WALCOTT TWIN / H08, printed calfskin deer: siena



**N305**

**FLOOR OD**

Cylinder-shaped floorlamp in lacquered aluminium, 2 meters of cable, plug and foot control dimmer. Dimensions: Ø 140mm - height 240mm.

Lamp LED PAR30 e27 230V 820lm 3000K 11W 36° (dimnable) included.

Main power 230V - 50Hz.

Use: indoor (IP20) (US on request)

Please choose from the following 5 standard color combinations, always marked with **LEATHER / STITCHING** tint. If you would like to use one of the other available colors, please note that these fixtures will have a longer delivery time.

N305ZWTMNG97

FLOOR OD - MANGO / MANGO

N305ZWTBDXL97

FLOOR OD - BORDEAUX / BORDEAUX

N305ZWTUMAL97

FLOOR OD - ULTRA MARINE / GOLD

N305ZWTMUDL97

FLOOR OD - MUD / LIGHT GREY

N305ZWTPL97

FLOOR OD - PISTACHIO / OFF WHITE

ACCESSORIES AND SPARES

L097

Lamp LED PAR30 e27 230V 820lm 3000K 11W 36° (dimnable)

*Create your own unique masterpiece  
using our sample book.*





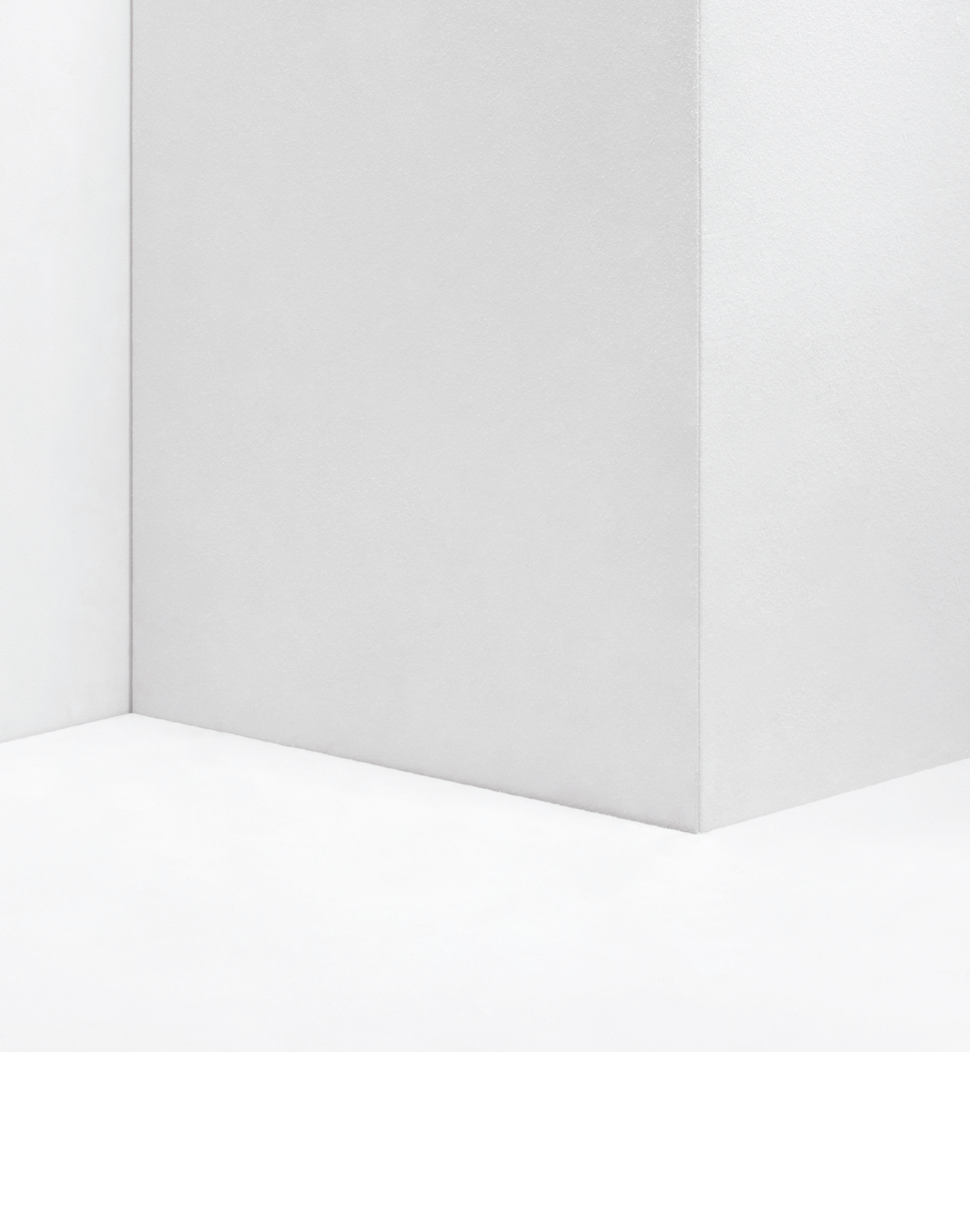












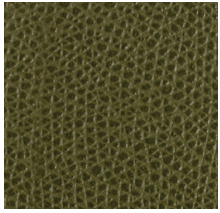


*Swatch Book*

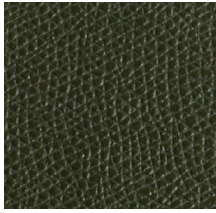


# PRINTED CALFSKIN GOLF

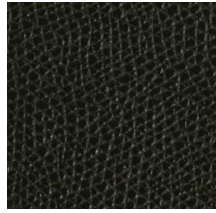
tanned in Italy • origin: Northern Europe • price category: A  
*waterproof, scratchproof*



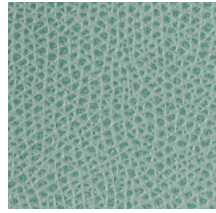
G98  
*olive green*



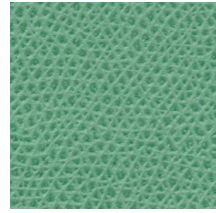
G02  
*loden green*



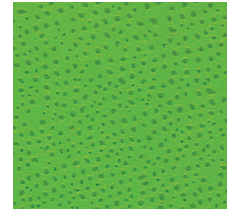
G57  
*cipress*



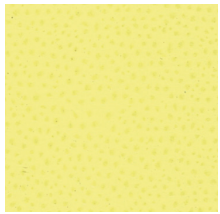
G46  
*mint*



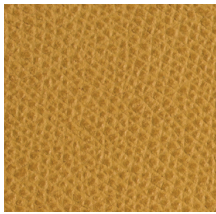
G43  
*pistachio*



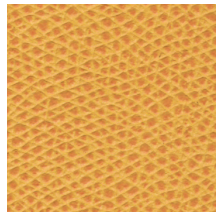
G26  
*apple green*



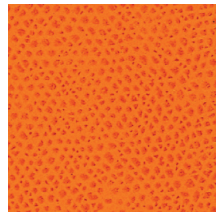
G27  
*lemon*



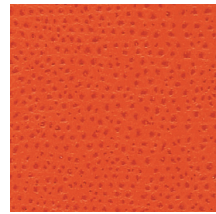
G76  
*mustard*



G03  
*yellow*



G04  
*orange*



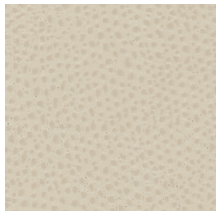
G38  
*mango*



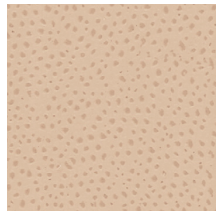
G05  
*white*



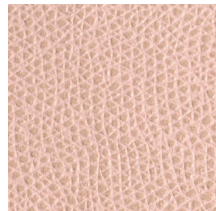
G95  
*off white*



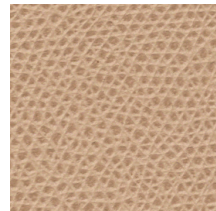
G06  
*ivory*



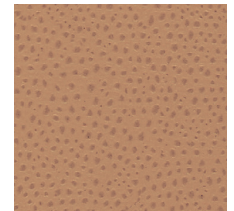
G28  
*cipria*



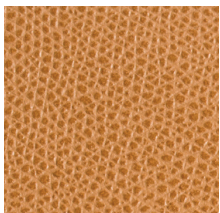
G91  
*nude*



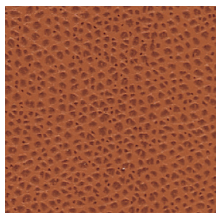
G42  
*cappuccino*



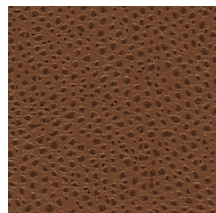
G07  
*sand*



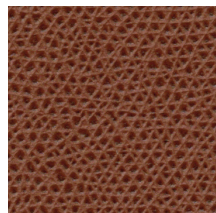
G51  
*caramel*



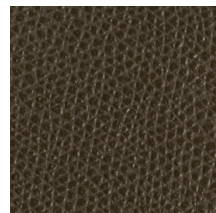
G08  
*siena*



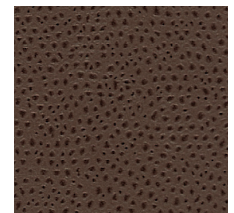
G30  
*tobacco*



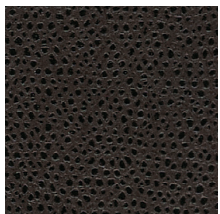
G82  
*rust*



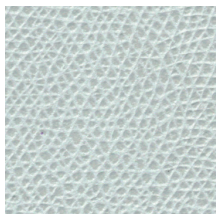
G96  
*clay*



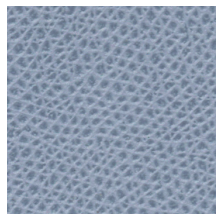
G09  
*brown*



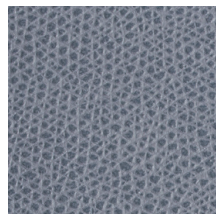
G25  
*moka*



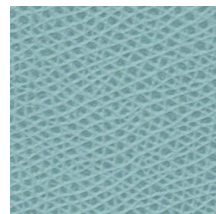
G49  
*ice*



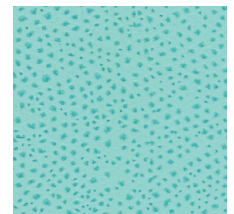
G29  
*lilac gray*



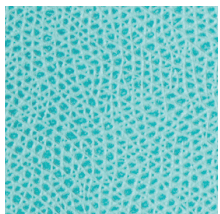
G41  
*storm grey*



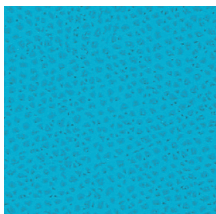
G66  
*sky*



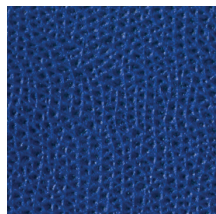
G10  
*light blue*



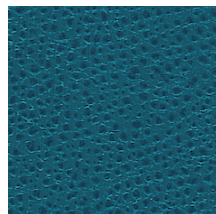
G60  
*capri*



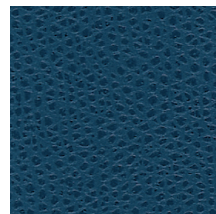
G22  
*turquoise*



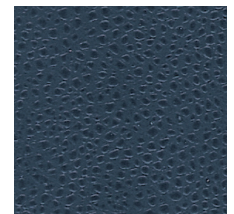
G32  
*ultramarine*



G31  
*petrol blue*



G12  
*royal blue*

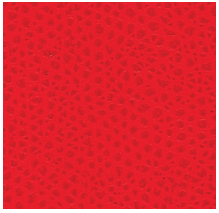


G33  
*ocean*

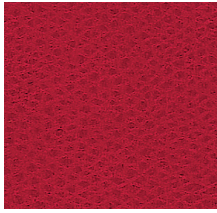


PRINTED CALFSKIN GOLF

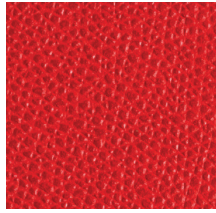
tanned in Italy • origin: Northern Europe • price category: A  
waterproof, scratchproof



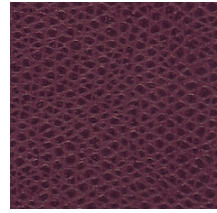
G23  
coral



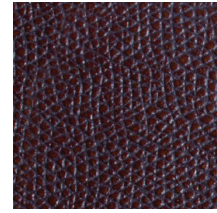
G13  
red



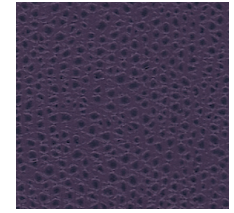
G48  
scarlet



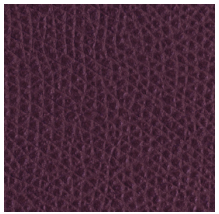
G17  
bordeaux



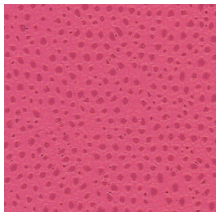
G93  
plum



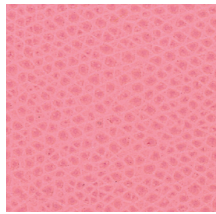
G16  
violet



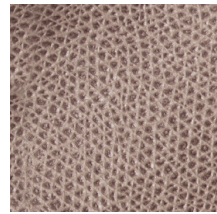
G36  
grape



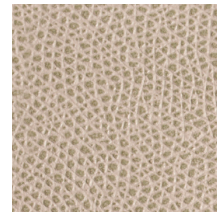
G35  
raspberry



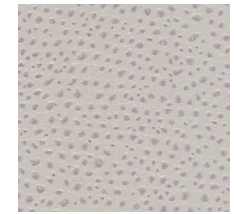
G34  
pink



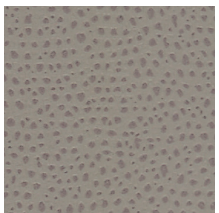
G45  
dove



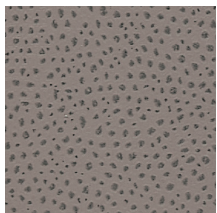
G83  
stone



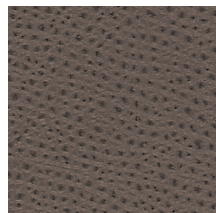
G37  
light grey



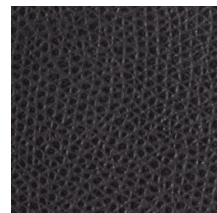
G18  
grey



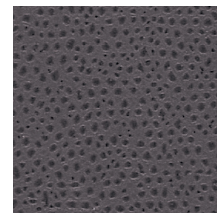
G21  
mud



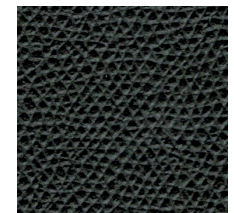
G24  
smoke



G67  
lava



G19  
graphite



G77  
slate



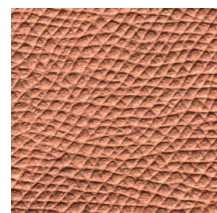
G20  
black



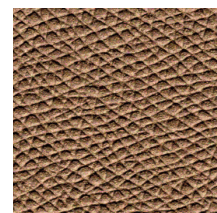
G61  
pearl



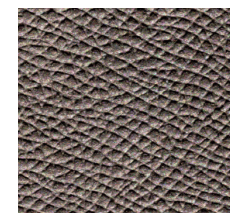
G63  
moonsand



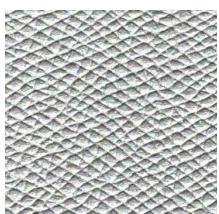
G54  
copper



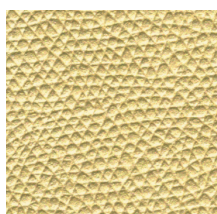
G56  
bronze



G58  
titanium



G52  
silver

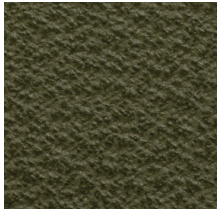


G50  
gold



# PRINTED CALFSKIN WILD BOAR

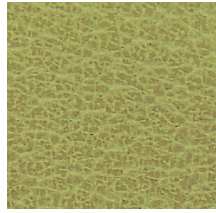
tanned in Italy • origin: Northern Europe • price category: A  
*waterproof, scratchproof*



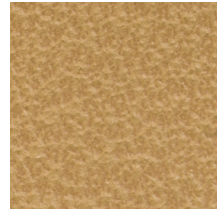
B98  
*olive green*



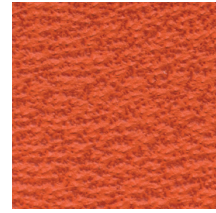
B57  
*cipress*



B01  
*acid green*



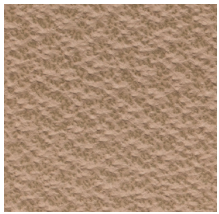
B76  
*mustard*



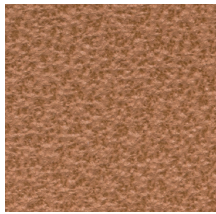
B38  
*mango*



B95  
*off white*



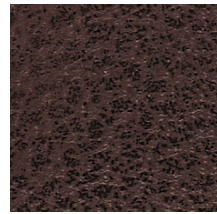
B42  
*cappuccino*



B51  
*caramel*



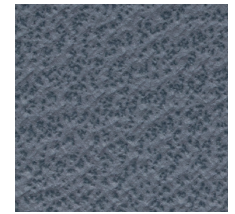
B96  
*clay*



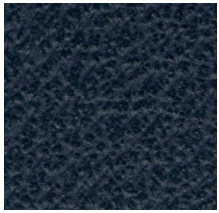
B09  
*brown*



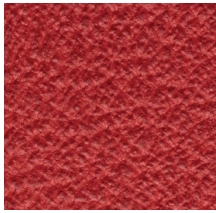
B49  
*ice*



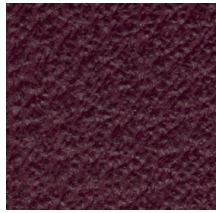
B41  
*storm grey*



B33  
*ocean*



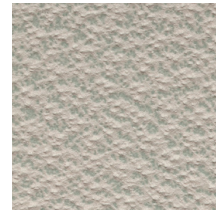
B59  
*garnet*



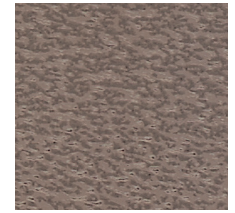
B17  
*bordeaux*



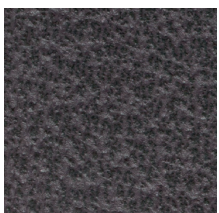
B83  
*stone*



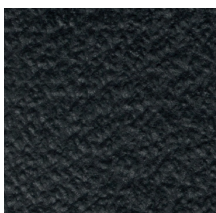
B37  
*light grey*



B21  
*mud*



B67  
*lava*



B77  
*slate*

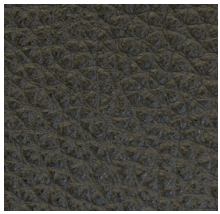


B20  
*black*



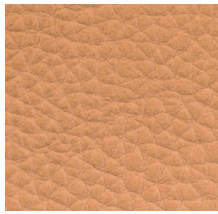
# PRINTED CALFSKIN WILD DEER

tanned in Italy • origin: Northern Europe • price category: A  
water-resistant and slightly resistant to scratches



new!

H57  
*cipress*

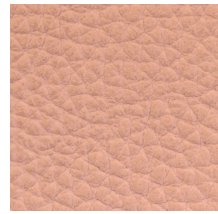


new!

H42  
*cappuccino*

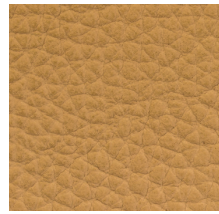


H95  
*off white*



new!

H91  
*nude*



new!

H76  
*mustard*

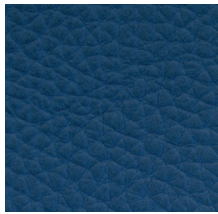


new!

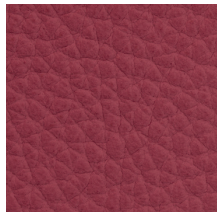
H08  
*siena*



H25  
*moka*



H12  
*royal blue*



H17  
*bordeaux*

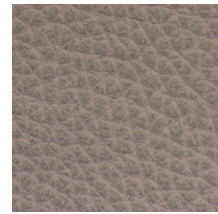


new!

H62  
*papaya*

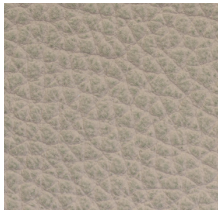


H24  
*smoke*



new!

H21  
*mud*



H83  
*stone*



new!

H37  
*light grey*



new!

H67  
*lava*



H93  
*plum*



H20  
*black*

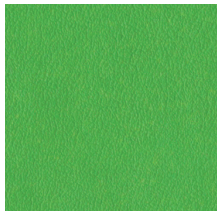


# NAPPA

tanned in Italy • origin: Northern Europe • price category: A  
water-resistant and slightly resistant to scratches



F46  
*mint*



F26  
*apple green*



F02  
*loden green*



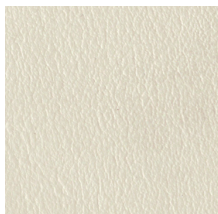
F76  
*mustard*



F04  
*orange*



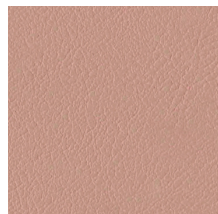
F05  
*white*



F95  
*off white*



F06  
*ivory*



F91  
*nude*



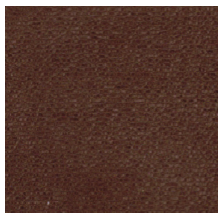
F42  
*cappuccino*



F51  
*caramel*



F08  
*siena*



F82  
*rust*



F09  
*brown*



F10  
*light blue*



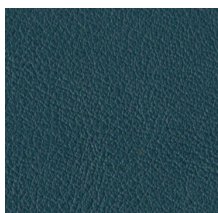
F41  
*storm grey*



F60  
*capri*



F68  
*denim*



F31  
*petrol blue*



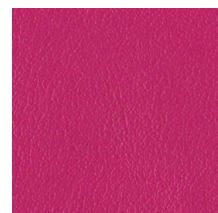
F12  
*royal blue*



F33  
*ocean*



F13  
*red*



F53  
*pink peony*



F79  
*wine*



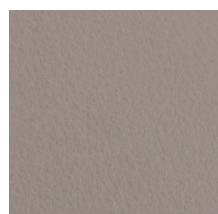
F17  
*bordeaux*



F65  
*antique rose*



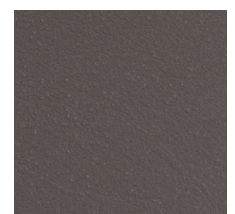
F93  
*plum*



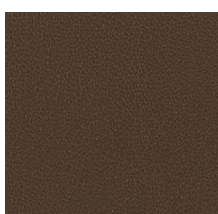
F83  
*stone*



F21  
*mud*



F24  
*smoke*



F96  
*clay*



F71  
*rock*



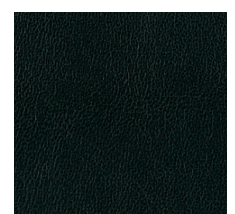
F19  
*graphite*



F67  
*lava*



F77  
*slate*



F20  
*black*

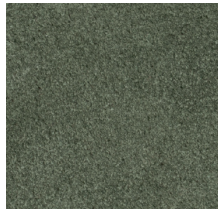


SUEDE

tanned in Italy • origin: Northern Europe • price category: A  
scratchproof



A80  
*musk*



A02  
*loden green*



A31  
*petrol blue*



A46  
*mint*



A69  
*sage*



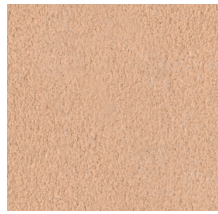
A44  
*terracotta*



A05  
*white*



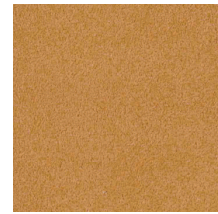
A06  
*ivory*



A42  
*cappuccino*



A91  
*nude*



A76  
*mustard*



A30  
*tobacco*



A08  
*siena*



A82  
*rust*



A47  
*nut*



A75  
*chocolate*



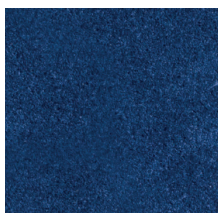
A09  
*brown*



A66  
*sky*



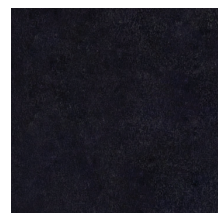
A92  
*wave*



A32  
*ultramarine*



A12  
*royal blue*



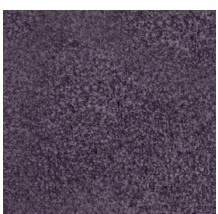
A33  
*ocean*



A89  
*feather*



A19  
*graphite*



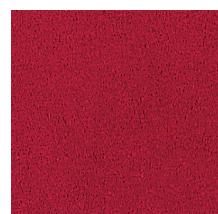
A16  
*violet*



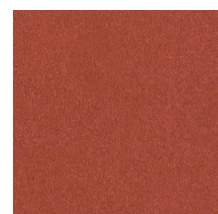
A93  
*plum*



A17  
*bordeaux*



A13  
*red*



A62  
*papaya*



A21  
*mud*



A24  
*smoke*



A37  
*light grey*



A18  
*grey*



A67  
*lava*



A20  
*black*





## STITCHING

Stitching can be white, tone-on-tone or contrasting color.



**Clause 1. Scope of application**

Unless otherwise agreed in writing, these general terms and conditions shall apply to each offer of, and each agreement with Tekna, and shall form an integral part of the same. No purchase terms and conditions of the customer shall be binding to Tekna, even if Tekna has not expressly rejected the same. Deviations from these general terms and conditions shall only come into force after Tekna expressly confirms the same in writing.

**Clause 2. Offers and acceptance of orders**

All price quotations or proposals shall be valid for a period of 1 month and shall be free of any commitment on the part of Tekna. An agreement shall only be formed after the customer accepts the order in writing, and after Tekna also confirms the order placed in writing. Tekna shall also have the right, to be exercised at its discretion, to demand the prior payment of an advance. In such case, a pro forma invoice shall be issued, and the order shall only become definitive after such pro forma invoice is paid in full. Until an offer is accepted, Tekna reserves the right to revoke or alter its offer at any time. In case of cancellation of the order, Tekna reserves the right to charge cancellation costs.

**Clause 3. Delivery terms and conditions**

The responsibility and the risk relating to the products shall pass to the customer as soon as the agreement is concluded, and insofar as it relates to different types of products, as soon as the same are individually identified. However, the products shall remain the property of Tekna until the time of full payment of the price and related outstandings (see: Clause 11). Unless otherwise agreed to the contrary in writing, Tekna shall always supply the products to the customer on "Ex-Works" (EXW) basis. They shall be transported at the customer's cost, risk and danger, even if it is agreed that Tekna shall be responsible for transport. The customer is bound, before taking delivery of the products, to inspect them to check the number of units delivered and that they are in a good condition, and also to duly notify the appropriate reservations if any to the carrier. The customer shall also notify remarks if any to Tekna in writing (email), no later than within eight days after delivery.

**Clause 4. Execution and delivery periods**

The agreed execution or delivery periods are only indicative. These periods shall be respected to the extent possible. If the agreed execution or delivery periods are exceeded however, this fact shall not constitute a ground to terminate the agreement and/or make Tekna liable to pay any damage compensation to the customer. If the customer fails to notify necessary information, or to do so in time, or such information is not consistent with reality, the proposed estimated execution or delivery periods shall be automatically extended by a reasonable period. The same shall apply to changes in the order.

**Clause 5. Installation**

The products may only be installed by an approved and registered installer. Tekna shall not accept any complaint whatsoever if the customer is unable to prove that the products were installed by an approved and registered installer.

**Clause 6. Rejection of products and breach of contract by customer**

If in spite of being served a notice of default, the customer rejects the agreed products, or fails to fulfil its payment obligations, Tekna may, through a registered letter to the customer, terminate the agreement to the detriment of the customer. If after partial delivery or execution of the contract has already taken place, the customer refuses to accept further delivery or execution, or makes the same impossible, Tekna, provided it sends a registered letter to the customer, may opt to raise an invoice for the executed part of the delivery, and to terminate the agreement by operation of law, to the detriment of the customer, in respect of the part not delivered. Without prejudice to the right of Tekna to demand a higher compensation for the damage that can be proved by it, the customer shall be liable to pay damage compensation in case of the termination of the agreement, the minimum amount of

which, taking into account the potential damage, is fixed at 25% of the price exclusive of VAT on a lump sum basis, or, wherever applicable, the price of the part remaining to be delivered, exclusive of VAT. Advances already paid or additional payments, shall be charged in the following order: (1) on the damage suffered by Tekna, and (2) the accrued interest, (3) the costs incurred, and (4) the invoices still outstanding. Tekna shall, wherever applicable, have the right to fully or partially suspend the further execution of the related agreement, as well as other agreements for the same customer. The customer shall also be notified concerning the same by registered letter. In case the customer is a consumer, the latter shall have the right to an equivalent compensation if Tekna fails to fulfil its contractual obligations.

**Clause 7. Return of goods**

In no case, Tekna can be obliged to take back goods which have been ordered wrongly by the client. In case Tekna does (e.g. for commercial reasons), it reserves the right to credit these goods only partially, according to its own appreciation. Charges and the risk for return of the goods will be borne by the client.

**Clause 8. Defects and complaints**

At the time of delivery, the customer shall immediately examine whether the products delivered contain visible defects or damage, and are in conformity with what was ordered. Problems shall be notified to Tekna, on pain of inadmissibility of the complaint, in writing (email) and no later than 8 days after delivery. Complaints on the grounds of hidden defects shall be notified to Tekna, on pain of inadmissibility of the complaint, in writing (email) and no later than 8 days after the discovery of the defect has become possible. In any case, no complaints shall be accepted if the products delivered have already been processed, incorporated into other products, or resold, or if the products were installed by an unregistered installer without approval. If a complaint is accepted, the products shall either be repaired or replaced, entirely at the discretion of Tekna. The repair and/or replacement shall never constitute ground for any claim for damage compensation. No goods may be returned without the written consent of Tekna, and the grant of such consent shall in no case constitute recognition of liability by Tekna. The goods shall be returned at the cost and risk of the customer. A complaint shall never relieve the customer of the obligation to pay the amounts of the invoices on the dates specified in the agreement, according to the terms and conditions laid down in the agreement. A complaint, even if well-founded, shall also not authorise the customer to refuse to execute the agreement in relation to products that do not form part of the subject of the complaint.

**Clause 9. Limitation of liability**

For the application of this clause, "indirect damage" shall mean: consequential damage, fire damage, loss of profits, financial or commercial losses, loss of savings, increase in general costs, increased personnel costs, loss of goodwill, damage due to business interruption, damage as a consequence of claims of customers, damage due to disruption of schedules and loss of clientele, etc. For the application of this clause, "direct damage" shall mean: all the amounts paid to Tekna. Tekna cannot be held liable for direct or indirect damage, if such damage was caused through external factors or by force majeure (such as for example, storm damage). In addition, Tekna cannot, under any circumstances, be held liable for the oxidation and/or color change of armatures, if such oxidation and/or color change is peculiar to the material used. In case of wrong or faulty installation, or installation by an installer without approval, Tekna may not be held liable for possible direct or indirect damage, under any circumstances. Tekna may also not under any circumstances be held liable for any direct or indirect damage in case of wrong use, for example, use in combination with other materials or metals (which may cause electrolysis). In addition, Tekna may not under any circumstances be held liable for any direct or indirect damage as a consequence of a delivered product if the product was altered or repaired by the customer or by a third party. Except in case of willful fault or fraud, the total possible liability of Tekna, due to a culpable shortcoming, whether contractual or extracontractual, shall in



all cases be limited to compensation of the direct damage, subject to a maximum amount of the price (exclusive of VAT) actually invoiced, that is effective for that defective product, multiplied by a factor of 10. In no case shall the total liability of Tekna for direct damage, on any grounds whatsoever, exceed €500,00. The liability of Tekna for indirect damage is expressly excluded. The liability of Tekna due to damage, destruction or loss of data or documents, is also expressly excluded. If applicable law does not accept the aforesaid limitation of liability, the liability of Tekna shall be limited to the strict minimum permissible under the law. Liability claims if any of the customer against Tekna shall always have to be filed within one year, counting from the date of delivery of the concerned product that has given rise to the claim. No further liability claim may be made after the expiry of one year.

#### **Clause 10. Intellectual property rights**

All intellectual property rights relating to products developed or supplied by Tekna, and related preparatory material or other materials such as analyses, designs, detailed drawings, calculations, illustrations, documentation, reports, offers, models and prototypes shall exclusively belong to Tekna, irrespective of whether these intellectual property rights were registered or filed. Insofar as such right is only acquired through filing, registration or patent, Tekna shall have exclusive right over the same.

#### **Clause 11. Price and payment**

Unless otherwise agreed to the contrary in writing, all prices quoted by Tekna are expressed in Euros, and shall apply exclusive of costs, taxes and expenses. The invoices shall be paid in the agreed currency unit. If due to circumstances beyond the control of Tekna, there is an increase in specific costs that influence the agreed price, for example increases in the duties and taxes on the products to be delivered, increases in freight rates, increases in the prices of basic commodities or raw materials, increases in wages as a consequence of provisions of the law or national or sectoral collective labor agreements, changes in the exchange rate, etc., Tekna shall have the right to charge a proportionate increase after issuing a simple notification. A deviation from the agreed prices is also possible in the following cases, a non-exhaustive list of which is provided below: (1) where specific factual data provided by the customer no longer correspond to actual reality, (2) in case of material errors, calculation errors or wrong entries in our price calculation, and (3) in case of changes in the initial order. All invoices shall be payable at the registered office of Tekna. The invoices are payable in cash. All costs shall be borne by the customer. If payment is made by bank transfer, exchange or in any other manner, this cannot be regarded as a waiver of this provision and shall not constitute any novation. All complaints or remarks concerning an invoice shall be made within 8 days after the invoice date in writing (email) with a statement of the reasons for the same, failing which the right to do the same shall lapse. If the faith of Tekna in the creditworthiness of the customer is undermined due to acts of judicial enforcement against the customer and/or there are other demonstrable events that undermine Tekna's faith that the customer can properly fulfil the commitments undertaken by the customer and/or in case such faith becomes impossible, Tekna reserves the right to cancel the entire order or a part thereof, and to demand appropriate guarantees from the customer. If the customer declines to pursue the same, Tekna reserves to itself the right to cancel the entire order or a part thereof. In that case, the customer shall be bound to pay damage compensation as laid down in Clause 6 of these general terms and conditions. In case of full or partial non-payment on the due date, interest at the rate of 12% shall be charged on the outstanding invoices, by operation of law and without the need to issue a prior notice of default, and 10% of the invoice amount shall be added to the outstanding balance, subject to a minimum of €125.00 and a maximum of €2,500.00 even if a grace period is allowed. In case the customer is a consumer, the latter shall have the right to an equivalent compensation if Tekna fails to fulfil its contractual obligations. Partial payments shall always be accepted with full reservations and without any prejudicial acknowledgements and shall be applied, in the following order of priority, first to the (judicial) costs incurred, then to the interest that is payable, and

then to the damage compensation, and finally to the principal sum. The non-payment of even a single invoice on the due date shall render the outstanding balance on all other invoices, including expired invoices, immediately payable, by operation of law.

#### **Clause 12. Right of retention of title**

The products delivered by Tekna to the customer shall remain its property until all the amounts payable by the customer, including interest and costs, are duly paid. As long as the products have not been paid in full, the customer is prohibited to process, sell, to pledge or in any other manner to use the same as security.

#### **Clause 13. Extraneous cause**

In case of "extraneous cause" (Section 1147 of the Civil Code) even if it does not lead to permanent and/or absolute impossibility of execution of the contract, Tekna shall have the right, by operation of law, to suspend its obligations or to unilaterally terminate the same after notifying the customer concerning the same. Consequently, Tekna may in no case be bound to pay any damage compensation. The following, among others, may conventionally be regarded as extraneous causes: war, strike or lockout, exceptional shortages of raw materials or merchandise, weather conditions, fire, natural and/or other disasters, governmental decisions that affect the execution of obligations, insofar as such extraneous cause occurs to the detriment of Tekna or that of our suppliers or contractors if any.

#### **Clause 14. Applicable law and jurisdiction clause**

The relationship between Tekna and the customer is subject to and shall be construed in accordance with Belgian law, to the exclusion of any other choice of law, and with the exclusion of the Vienna Sales Convention ("United Nations Convention on Contracts for the International Sale of Goods" of 1980). In case of disputes, the Belgian courts of the judicial district of Dendermonde and of the canton of Lokeren shall have exclusive jurisdiction. Tekna shall also have the right to place disputes if any before the court that has jurisdiction as per Section 624 of the Judicial Code.

#### **Clause 15. Independence of the clauses**

If it is found that one or more clauses cannot be enforced against the customer in whole or in part, the other provisions contained in the present terms and conditions shall continue in force without any reduction.

