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General Terms and Conditions (GTC)
Home & Light e.K.

§ 1 Scope of Application and Contracting Party
(1) These General Terms and Conditions apply to contracts for the sale and delivery of goods concluded between Home & Light e.K. (hereinafter referred to as "Home & Light") and its customers through the online shop, as well as to orders placed by email or telephone.
(2) Customers may be consumers within the meaning of Section 13 of the German Civil Code (BGB) or business customers within the meaning of Section 14 BGB. Where individual provisions apply exclusively to consumers or business customers, this is expressly stated.
(3) Individual agreements between Home & Light and the customer shall take precedence over these General Terms and Conditions.
(4) Any conflicting or differing terms and conditions of the customer shall apply only if Home & Light has expressly agreed to their application.

§ 2 Conclusion of Contract
(1) The presentation of products in the online shop does not constitute a legally binding offer but an invitation to customers to submit an order.
(2) Customers may add products to their shopping basket without obligation and review or correct their details before completing the ordering process.
(3) By clicking the "Confirm Order" button, the customer submits a binding offer to conclude a purchase contract for the goods contained in the shopping basket.
(4) Receipt of the order will be acknowledged promptly by email. An acknowledgement of receipt alone does not constitute acceptance of the customer's offer.
(5) Home & Light may accept the customer's offer within two working days by issuing an express order confirmation in text form or by dispatching the ordered goods. The purchase contract is concluded upon acceptance.
(6) For orders placed by email or telephone, the contract is concluded upon express acceptance of the offer by Home & Light. Individual agreements remain unaffected.

§ 3 Contract Language and Storage of Contractual Information
(1) The contractual language is German.
(2) Home & Light stores the order details and the General Terms and Conditions applicable at the time the contract is concluded.
(3) The customer receives the relevant contractual information, including the General Terms and Conditions, in text form. Registered customers may view their order history through their customer account, provided this function is available.

§ 4 Prices and Shipping Costs
(1) Prices displayed to consumers in the online shop include the applicable statutory value added tax (VAT) and all other price components.
(2) The prices applicable to an order are displayed before the customer submits the order. Prices cannot be changed unilaterally after a contract has been concluded. Statutory rights to contest a contract remain unaffected.
(3) Shipping costs and any delivery restrictions are governed by the shipping conditions published in the online shop and the information provided during checkout.
(4) Where free shipping is offered for specific delivery destinations, the conditions and exclusions stated in the online shop shall apply,

particularly those relating to island destinations.
(5) For deliveries to countries outside the European Union, the customer shall bear all import duties, customs charges, import VAT and any additional official fees or customs clearance costs incurred in the destination country, insofar as legally permissible and unless expressly agreed otherwise. Such charges are not included in the purchase price charged by Home & Light. Home & Light does not cover customs duties, import taxes or other import-related charges arising in the destination country.

§ 5 Payment Terms
(1) The payment methods available in the online shop are displayed before the customer completes the order. These include, in particular, advance payment by bank transfer, PayPal, credit card and WERO.
(2) Home & Light may offer or exclude individual payment methods depending on the order or the technical and contractual requirements of the respective payment service provider. The payment methods actually available are displayed before the order is submitted.
(3) Where advance payment has been agreed, the purchase price must be paid within five working days after conclusion of the contract, unless otherwise agreed.
(4) Payment on invoice may be agreed individually with businesses, public institutions and existing customers. The applicable payment period is determined by the respective agreement or invoice.
(5) Where Home & Light grants an early payment discount or other price benefits, the conditions displayed at the time of ordering shall apply. Any discount already deducted during checkout cannot be claimed a second time.
(6) In the event of late payment, the statutory provisions shall apply, including statutory default interest pursuant to Section 288 BGB. The right to claim further damages resulting from late payment remains reserved.

§ 6 Delivery and Delivery Times
(1) Goods are delivered to the delivery address specified by the customer. Depending on the product, goods may be dispatched directly from the manufacturer, from a warehouse or by Home & Light.
(2) Delivery times are determined by the information provided for the respective product at the time of ordering and by any individual agreements.
(3) Products manufactured or sourced from the manufacturer only after an order has been placed may require longer delivery times. The relevant information provided in the online shop or order confirmation shall apply.
(4) Unless expressly agreed otherwise, bulky goods are delivered by a freight carrier to the kerbside at a delivery address accessible by a suitable delivery vehicle. Carrying goods into the customer's home, onto a terrace or into other parts of a building, as well as assembly services, is included only where expressly agreed.
(5) Where an appointment is required for freight delivery, this will be arranged by Home & Light, the manufacturer or the appointed transport service provider.
(6) If an agreed delivery cannot be completed for reasons attributable to the customer, the customer may be charged the additional costs actually incurred, provided such costs are necessary and reasonable. This does not apply where the customer is not responsible for the unsuccessful delivery.
(7) The customer's statutory rights in the event of delayed delivery remain unaffected.

§ 7 Reservation in the Event of Non-Delivery by Suppliers
(1) If Home & Light is not supplied correctly or on time by the manufacturer or supplier, despite having concluded a corresponding and timely procurement contract, and the failure is not attributable to Home & Light, Home & Light reserves the right to withdraw from the contract in accordance with the applicable statutory requirements.
(2) This is subject to Home & Light not being responsible for the failure to supply and not having assumed an independent

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procurement risk.
(3) In the event that the goods become definitively unavailable, the customer will be informed without undue delay. Any payments already made will be refunded without undue delay.
(4) The customer's statutory rights remain unaffected.

§ 8 Retention of Title
(1) The delivered goods remain the property of Home & Light until the purchase price has been paid in full.
(2) Until full payment has been received, the goods may not be pledged or transferred as security without the consent of Home & Light.

§ 9 Transfer of Risk
(1) In contracts with consumers, the risk of accidental loss of or damage to the goods generally passes to the customer only upon delivery to the customer or an authorised recipient. Statutory exceptions remain unaffected.
(2) In contracts with business customers involving shipment of goods, the risk of accidental loss of or damage to the goods generally passes to the customer when the goods are handed over to the carrier responsible for transport, insofar as legally permissible and unless otherwise agreed.
(3) The statutory provisions concerning default in acceptance remain unaffected.

§ 10 Transport Damage and Inspection of Goods
(1) Customers are requested to inspect delivered goods upon receipt for visible transport damage. Any obvious damage to the packaging or goods should, wherever possible, be documented immediately upon delivery and reported to the transport service provider.
(2) In the event of visible transport damage, customers are requested to inform Home & Light without undue delay and, where possible, provide clear photographs of the packaging, packing materials and damaged goods.
(3) Even where the outer packaging appears undamaged, customers are requested to inspect the goods carefully and promptly after receipt. If damage is discovered only after unpacking, customers are requested to notify Home & Light without undue delay and provide the most complete possible documentation of the damage and the condition of the packaging.
(4) Where damage has been identified, customers are requested to retain the original packaging and packing materials until the matter has been clarified, insofar as reasonably possible. This facilitates a proper assessment of the cause of damage and, where appropriate, the assertion of claims against the transport service provider.
(5) Home & Light reserves the right to assess reported damage on the basis of the available documentation, the nature of the damage and, where appropriate, other suitable evidence. Where permitted by law, circumstances indicating that damage occurred only after delivery may also be taken into account.
(6) The inspection, documentation and notification requests set out above do not establish any additional statutory exclusion periods for consumers. Failure to report damage, or a delay in reporting it, does not automatically result in the loss of statutory rights relating to defective goods. The statutory rules governing the burden of proof remain unaffected.
(7) Commercial traders are subject to the statutory duties of inspection and notification, in particular pursuant to Section 377 of the German Commercial Code (HGB), where its requirements are met.

§ 11 Statutory Rights in Respect of Defects and Guarantees
(1) The statutory rights relating to defective goods apply to all products sold by Home & Light.
(2) Where individual products are covered by additional manufacturer's guarantees, the respective guarantee terms shall apply. Such guarantees do not restrict the customer's statutory rights against Home & Light.

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(3) Information concerning manufacturer's guarantees may be found in the relevant product information or guarantee documentation supplied by the manufacturer.

§ 12 Liability
Home & Light shall be liable for damages and reimbursement of expenses in accordance with the applicable statutory provisions.

§ 13 Right of Withdrawal and Statutory Exceptions
(1) Consumers generally have a statutory right of withdrawal from distance contracts unless a statutory exception applies. Business customers within the meaning of Section 14 BGB do not have a statutory consumer right of withdrawal.
(2) Pursuant to Section 312g (2) No. 1 BGB, the right of withdrawal does not apply, in particular, to contracts for the supply of goods that are not prefabricated and for whose manufacture an individual choice or decision by the consumer is decisive, or which are clearly tailored to the consumer's personal requirements.
(3) Home & Light offers products from the following manufacturers and brands in particular, for which a statutory exclusion of the right of withdrawal may apply due to individual manufacture, configuration or specifications:

- ATMOSPHERA ITALY
- CAPITAL COLLECTION
- CARAVITA
- CHRISTOPHER GUY
- CICLOTTE
- GLAMMFIRE
- GLAS ITALIA
- OFFICINA ALESSI
- SYMO
- TECKELL
- TUUCI
- UHLMANN
- ZEITRAUM

(4) Whether the right of withdrawal is excluded depends on the statutory requirements applicable to the individual contract and the specific goods ordered. The fact that a product belongs to one of the brands listed above does not, in itself, exclude the right of withdrawal.
(5) Where a statutory exception to the right of withdrawal applies to a product, the customer will be expressly informed before submitting the order.
(6) The customer's statutory rights in respect of defective goods remain unaffected by any exclusion of the right of withdrawal.
(7) For goods subject to a statutory right of withdrawal, the separate Withdrawal Policy and the applicable statutory provisions shall apply.

§ 14 Returns and Return Shipping Costs
(1) When returning goods, customers must package them carefully and securely to prevent damage during return transport. The use of the original packaging, including the original protective and packing materials, is expressly recommended where these are still available and suitable for return transport.
(2) For bulky, heavy or particularly delicate goods delivered by freight carrier, customers are requested to contact Home & Light before returning the goods so that suitable transport arrangements can be coordinated.

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(3) Where a consumer exercises the statutory right of withdrawal, the consumer shall bear the direct costs of returning the goods, provided the consumer has been duly informed of this obligation. This applies to both parcel-shippable goods and goods that cannot be returned by normal post. For goods which, by their nature, cannot be returned by normal post, the return shipping costs or a duly communicated estimate thereof shall be as specified in the separate Withdrawal Policy.
(4) Home & Light does not cover the direct costs of returning goods following the exercise of the statutory right of withdrawal, insofar as such costs are legally payable by the consumer and unless expressly agreed otherwise.
(5) The packaging and return coordination recommendations above do not constitute additional conditions for the valid exercise of the statutory right of withdrawal.
(6) The statutory provisions governing the allocation of costs in connection with valid claims relating to defective goods remain unaffected.

§ 15 Consumer Dispute Resolution
Home & Light is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

§ 16 Applicable Law and Jurisdiction
(1) The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
(2) In relation to consumers, this choice of law shall apply only insofar as it does not deprive them of the protection afforded by mandatory provisions of the law of the country in which they habitually reside.
(3) Where the customer is a merchant, a legal entity under public law or a special fund under public law, Berlin shall be the place of jurisdiction for disputes arising from the contractual relationship, insofar as legally permissible.
(4) In all other cases, the statutory rules governing jurisdiction shall apply.

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