

Conditions

Home & Light Interior e.K.

§ 1 Scope of application, customer information

The following general terms and conditions (GTC) govern the contractual relationship between Home & Light Interior e.K. and consumers and entrepreneurs who purchase goods through our store. Conflicting or deviating from our terms and conditions are not recognized by us. The contract language is German.

§ 2 Conclusion of contract

(1) The offers on the Internet represent a non-binding invitation to you to purchase goods.

(2) You can place one or more products in the shopping cart. In the course of the ordering process, you enter your data and wishes regarding payment method, delivery modalities etc.. Only when you click on the order button do you submit a binding offer to conclude a purchase contract. However, you can also place a binding order by telephone or e-mail. The confirmation of receipt of your order by e-mail does not constitute acceptance of the purchase offer.

(3) We are entitled to accept your offer within 2 working days by sending an order confirmation by e-mail. If the period specified in sentence 1 expires without result, your offer is deemed to have been rejected, i.e. you are no longer bound by your offer. In the case of a telephone order, the purchase contract is concluded if we accept your offer immediately. If the offer is not accepted immediately, you are no longer bound by it.

§ 3 Customer information: Storage of the contract text

Your order with details of the contract concluded (e.g. type of product, price, etc.) will be stored by us. We will send you the GTC, but you can also call up the GTC at any time after conclusion of the contract via our website. As a registered customer, you can access your past orders via the customer login area (Show orders).

§ 4 Customer information: Correction notice

You can correct your entries at any time before submitting the order by pressing the delete button. We will inform you of further correction options as you progress through the ordering process. You can also end the order process completely at any time by closing the browser window.

§ 5 Payment, due date, default of payment

Payment for the goods can be made either by classic bank transfer, by credit card payment with American Express, Visa or Mastercard or by PayPal Plus payment. With PayPal-Plus payment you have the choice between the classic PayPal payment or financing for 3, 6, 12 or 24 months. We subsidize all terms so that you can finance at an effective annual interest rate of 0%. We also supply public institutions and companies on account. The prerequisite for delivery on account is that all previous invoices have been settled in full and on time. A first order is generally not delivered on account. Goods will only be shipped to neighboring countries after the full purchase price has been paid. Home & Light e.K. reserves the right to accept or exclude certain payment methods in individual cases.

(2) In the case of payment by bank transfer, the customer undertakes to pay the purchase price immediately after conclusion of the contract, i.e. within 5 working days. In the case of payment on account (regular customers, public institutions and companies only), the customer undertakes to transfer the invoice amount within 10 working days of receipt of the goods. If payment is made by credit card or PayPal-Plus, the amount will be debited as soon as possible. For all payment methods, the contract is only concluded when the payment information (order confirmation or invoice) is sent.

(3) If the customer is in default of payment, he shall be responsible for any negligence in the meantime. The customer shall also be

Conditions

liable for accidental damage, unless the damage would have occurred even if payment had been made on time. The debtor of a claim for payment (consumer) shall be in default at the latest if he has not made payment within 30 days of the due date and receipt of an invoice or equivalent payment schedule.

(4) Interest shall be charged on the purchase price during the period of default. The default interest rate for the year is five percentage points above the base interest rate. In the case of legal transactions in which a consumer is not involved, the interest rate shall be eight percentage points above the prime rate.

(5) The assertion of further damages is not excluded.

§ 6 Delivery

(1) As a rule, delivery is made directly from the manufacturer's factory to the delivery address specified in the order. The customer will be informed of the delivery date (week/day) by e-mail or telephone. The delivery time is 2-5 working days from the date of dispatch of the goods. Accessories and most lamps are shipped by parcel service. Bulky goods such as furniture, paintings, fireplaces and chandeliers are shipped by a forwarding agent commissioned by the manufacturer or Home & Light e.K.. We will inform you in good time when the goods leave the factory. The delivery time from the manufacturer's factory is 5-7 working days, depending on the location of the manufacturer's factory (Germany, EU, Switzerland). The forwarding agent will usually call you one day before delivery to arrange an appointment. The ordered goods are always delivered "free kerbside or free doorstep". There is no entitlement to delivery of the goods to the customer's home.

(2) Of course, the delivery and assembly of the ordered goods will be carried out by delivery carpenters of Home & Light e.K. at the customer's request. This service is charged separately at a fixed price and requires a written agreement when the purchase contract is concluded.

§ 7 Retention of title

The goods remain the property of Home & Light e.K. until full payment has been made. Prior to the transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without the express consent of Home & Light e.K..

§ 8 Prices

(1) All prices are quoted in euros and are gross prices without exception, i.e. they include the statutory VAT of 19% and other price components. Deliveries within the Federal Republic of Germany (except islands) are free of charge. There is no minimum order value.

(2) The delivery and shipping costs for international shipments, the amount of which depends on the weight or volume weight, are incurred from the place from which the goods are shipped (Home & Light or manufacturer's plant). The delivery and shipping costs are shown by our store system.

(3) When goods are shipped outside the EU, especially Switzerland, the customer is responsible for proper import customs clearance at his own expense.

(4) When the Home & Light Interior e.K. website is updated, all previous prices and other information about goods become invalid.

(5) The price at the time of submission of the customer's offer is decisive for invoicing. We reserve the right to make errors in descriptions and prices.

§ 9 Withdrawal

(1) Home & Light Interior e.K. is entitled to withdraw from the contract, even with regard to an outstanding part of the delivery or service, if false information about the customer's creditworthiness has been provided or objective reasons have arisen with regard to the customer's solvency and the customer neither makes advance payment nor provides suitable security before delivery at the request of Home & Light Interior e.K. or if insolvency proceedings are opened against the customer's assets or an application for the initiation of insolvency proceedings is rejected due to a lack of assets to cover the costs.

Conditions

(2) Notwithstanding Home & Light e.K.'s claims for damages, in the event of partial withdrawal, partial services already rendered shall be invoiced and paid for in accordance with the contract.

§ 10 Damage in transit

Goods with obvious damage to the packaging and contents delivered to the customer must be reported to the carrier/freight service. Their acceptance must be refused. In addition, Home & Light Interior e.K. must be contacted immediately by e-mail, fax or post. A shortening of the statutory limitation periods is not associated with this regulation.

§ 11 Limitation of liability

(1) Home & Light Interior e.K. shall only be liable for damages other than those resulting from injury to life, body and health insofar as these damages are based on intentional or grossly negligent action or on culpable breach of a material contractual obligation by Home & Light Interior e.K. or its vicarious agents. Any further liability for damages is excluded. The provisions of the Product Liability Act remain unaffected by this.

(2) According to the current state of technology, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. Home & Light Interior e.K. is therefore not liable for the availability of its website at all times.

§ 12 Statutory liability for defects

Our goods are subject to statutory warranty rights.

§ 13 Exclusion or premature expiry of the right of withdrawal

(1) In accordance with § 312g Para. 2 No. 1 BGB, there is no right of withdrawal for contracts for the delivery of goods

- which are not prefabricated and
- for the manufacture of which an individual selection or determination by the consumer is decisive or
- which are clearly tailored to the personal needs of the consumer (custom-made products) or
- for entrepreneurs within the meaning of § 14 BGB.

(2) We reserve the right to offer individual products or products of the following brands exclusively under exclusion of the right of withdrawal, as product configuration, material selection, surfaces or design are defined separately for the customer with each order.

- Atmosphera Italy
 - Capital Collection
 - Caravita
 - Christopher Guy
 - Ciclotte
 - GlammFire
 - Glas Italia
 - Officina Alessi
 - Symo
 - Teckell
 - Tuuci
 - Uhlmann
 - Zeitraum
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Conditions

(3) In these cases, the customer will be clearly informed of the exclusion of the right of withdrawal before placing the order. The order can only be completed if the customer expressly agrees to this exclusion.

(4) By placing the order, the customer confirms that he has taken note of the information on the exclusion of the right of withdrawal and that he waives his statutory right of withdrawal for these products.

(4) In the case of cross-border contracts with consumers in other EU countries or a third country, German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory consumer protection regulations of the respective country of residence remain unaffected by this.

(5) The customer's statutory warranty rights remain unaffected by the exclusion of the right of withdrawal.
