Revocation right

Right of Withdrawal
Home & Light e.K.

1. Right of Withdrawal

Consumers generally have the right to withdraw from a distance contract within fourteen days without giving any reason, unless a statutory exclusion of the right of withdrawal applies.

The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, takes possession of the goods.

If several goods ordered together are delivered separately, the withdrawal period begins on the day on which you or a third party designated by you, other than the carrier, takes possession of the last item.

To exercise your right of withdrawal, you must inform us:

Home & Light e.K.
Pappelallee 78/79
10437 Berlin
Germany
Telephone: +49 (0) 30 - 920 383 50 70
Email: info@home-light.eu

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or an email).

You may use the model withdrawal form provided for this purpose, but its use is not mandatory.

You may also exercise your right of withdrawal using the electronic withdrawal function on our website, available here:

Withdraw from Contract

If you use this online function, we will promptly send you an acknowledgement of receipt on a durable medium, such as by email, containing information about your withdrawal declaration and the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient to send your notification of exercising the right of withdrawal before the withdrawal period expires.

2. Effects of Withdrawal

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs (except any additional costs resulting from your choice of a delivery method other than the least expensive standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we receive your notification of withdrawal.

We will make the reimbursement using the same means of payment as you used for the original transaction, unless expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have provided evidence of having sent them back, whichever occurs first.

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You must send back or hand over the goods without undue delay and in any event no later than fourteen days from the day on which you notify us of your withdrawal, using the return address specified below for the relevant type of shipment.

The deadline is met if you dispatch the goods before the fourteen-day period expires.

3. Return Addresses and Return Shipping Costs

Different return addresses are available depending on the type, size and transport requirements of the goods to ensure that returns are processed correctly.

Small items and smaller goods suitable for parcel delivery:
Home & Light e.K.
Pappelallee 78/79
10437 Berlin
Germany

Bulky goods and pallet shipments:
Home & Light e.K. – Showroom
Karl-Landsteiner-Ring 1
65428 Rüsselsheim am Main
Germany

We ask you to contact us before returning goods so that we can coordinate a suitable transport and return method. Such contact is voluntary and is not a prerequisite for validly exercising your statutory right of withdrawal.

You bear the direct costs of returning the goods, provided that you were duly informed of this before concluding the contract.

For goods which, by their nature, cannot normally be returned by post, particularly bulky furniture, large parasols and palletised goods, the return shipping costs or cost estimate duly communicated before conclusion of the contract apply.

The estimated return shipping costs are approximately 30% of the net value of the goods.

Returns from countries outside the European Union may incur additional transport, customs clearance and import costs. The statutory allocation of these costs and the information provided before conclusion of the contract remain decisive.

We recommend packaging the goods carefully and securely for transport and, where possible, using the original packaging and protective materials. Using the original packaging is not a condition for exercising the right of withdrawal.

You are only liable for any diminished value of the goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning.

4. Exclusion of the Right of Withdrawal for Individually Manufactured Goods

Under Section 312g (2) No. 1 of the German Civil Code (BGB), there is no statutory right of withdrawal for 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 needs.

Individual Manufacture Following a Customer Order

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Home & Light offers numerous high-quality designer furniture items, parasols, furnishings and design objects which are not held in stock as finished products but are commissioned for manufacture from the relevant manufacturer only after a binding customer order has been placed.

For these products, the customer determines the desired version of the product to be manufactured through their selection and, where applicable, the individual combination of different features.

These may include in particular:

- individually selected materials and material combinations,
- colours, finishes and surface treatments,
- upholstery fabrics, padding and textile finishes,
- dimensions, sizes and custom measurements,
- frame and construction features,
- special equipment features and technical options,
- individual engravings, lettering and personalisation,
- other special versions agreed according to customer requirements.

In these cases, manufacture is based on the product version bindingly specified by the customer.

The products are not manufactured independently of a specific order for general stock. Rather, the order initiates manufacture of the version selected by the customer.

Legal Significance of Individual Product Selection

Where the customer's selection is decisive for the manufacture of a non-prefabricated product within the meaning of Section 312g (2) No. 1 BGB, or the product is clearly tailored to the customer's personal needs, no statutory right of withdrawal exists for the contract concerned.

In such cases, the exclusion arises directly from statutory provisions and not from any subsequent waiver by the customer.

Manufacture only after an order is placed, or selection of a regular standard version, does not in itself exclude the right of withdrawal. The specific characteristics of the ordered product and the statutory requirements are decisive.

Relevant Manufacturers and Brands

Home & Light offers products particularly from the following manufacturers and brands for which a statutory exclusion of the right of withdrawal may apply due to individual manufacture, configuration or special execution:

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

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- TUUCI
- UHLMANN
- ZEITRAUM

Belonging to one of the brands listed does not in itself exclude the right of withdrawal. The decisive factor is whether the specific version ordered meets the statutory requirements for individually manufactured goods.

Binding Order and Customer Information

The customer decides independently whether to order an individually manufactured product and specifies the desired product version before completing the order.

For products which meet the statutory requirements for exclusion of the right of withdrawal due to individual manufacture, the customer is expressly informed of this exclusion before placing a binding order.

A separate acknowledgement of this information may be requested during checkout.

Where the statutory requirements are met, the exclusion of the right of withdrawal applies regardless of whether the manufacturer has already started production when a subsequent withdrawal declaration is made.

The customer's statutory rights in respect of defective or non-conforming goods remain fully unaffected by the exclusion of the right of withdrawal.

5. Business Customers and International Orders

The statutory consumer right of withdrawal does not apply to customers entering into a contract as entrepreneurs within the meaning of Section 14 BGB.

For cross-border contracts, the provisions on applicable law set out in Section 16 of our General Terms and Conditions apply. Mandatory consumer protection provisions of the country in which the consumer has their habitual residence remain unaffected.

Delivery to a country outside the European Union does not in itself exclude any right of withdrawal existing under the applicable law.

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