



## GENERAL CONTRACTUAL TERMS AND CONDITIONS OF IKEA BELGIUM N.V.

Definitions .....	3
1. Orders and agreements: general .....	5
2. Delivery and transfer of ownership and risks .....	5
2.1. Delivery options .....	5
2.2. Delivery term and date.....	5
2.3. Shipment and Delivery .....	6
2.4. Transfer of ownership and risks.....	6
3. Policy on the exchange and cancellation of the purchase of Products (jointly referred to as: "Generous right of exchange") .....	7
3.1. General.....	7
3.2. Departures from and exceptions to the right to cancel and/or exchange.....	8
3.3. Consequences of exercising the right to cancel and/or exchange.....	8
3.4. Possibility of cancellation by IKEA (outside the scope of Force Majeure) .....	11
4. Subcontracting.....	11
5. (Digital or physical) Gift Card .....	11
5.1. Purchase of the IKEA Gift Card - general .....	11
5.2. Purchase of the IKEA Gift Card - personalised physical Gift card .....	11
5.3. Use of the IKEA Gift Card .....	12
6. Installing a kitchen .....	13
6.1. Object of the Kitchen Installation.....	13
6.2. Kitchen plan and measurement .....	13
6.3. Kitchen layout, accepted rules, responsibilities.....	13
6.4. Installation term, installation address and presence of the Customer.....	14
6.5. VAT .....	14
7. Privacy.....	14
8. Liability and warranties .....	14
8.1. Liability .....	14
8.2. Warranty.....	16



9.	Complaints and settlement of disputes .....	18
9.1.	Customer service.....	18
9.2.	Ombudsman for Retail .....	18
9.3.	Online Dispute Resolution (ODR) .....	18
9.4.	Applicable law and jurisdiction.....	18
10.	Final provisions .....	19
10.1.	Defeasance .....	19
10.2.	Proof.....	19
10.3.	Interpretation.....	19
10.4.	Changes .....	19

**Definitions:**

Special terms and conditions	Terms and conditions with regard to a specific subject or Product, which exist alongside and additional to these General Contractual Terms and Conditions
Gift Card	Magnetic card onto which the Customer or another party can load a sum of money to buy Products
Consumer	Any natural person who acts for purposes that fall outside his or her trading, business, artisanal or business activities and who enters into an agreement with IKEA
Service	Any service provided by IKEA and/or its Subcontractors within the scope of the business activity of IKEA or in performance of its object as set down in its articles of association (e.g. assembling furniture, delivering furniture, etc.)
Personalised Goods	Goods that are manufactured on the request of the Customer and to the wishes of the Customer (e.g. custom worktop)
Goods	The physical movable objects that are sold by IKEA (e.g. dinner services, chairs, tables, sofas, kitchenware, etc.)
Cancelling	Cancelling the agreement without giving a reason; the Customer receives a full refund
IKEA	IKEA BELGIUM NV with registered office at Weiveldlaan 19, 1930 Zaventem and KBO/BCE number 0425.258.688; contact: customer.support.be@ikea.com; Bank account: BE05 310 057 07 37 75 SWIFT: BBRUBEBB
Kitchen Installation	Assembling, installing and/or attaching the components (cabinets, doors, worktops, handles, drawers, legs, skirting boards, cover panels, couplings, standard fittings and any door and drawer dampers), connection of the electrical appliances, tap and sink in accordance with the final kitchen plan provided by IKEA and the agreed utilities; <u>not included</u> : small materials (such as connecting cables, Schell tap, silicone and PVC tubes), breaking out and removing the old kitchen, adapting/mitring furniture, finishing up to the ceiling, finishing a kitchen island, etc.
Customers	Both Consumers and Businesses that enter into an agreement with IKEA
Mobile application	IKEA application for download from the online platforms provided for that purpose (e.g. Google Play and App Store) in Belgium
Subcontractor	Partnership that delivers Services and/or Goods to the Customers on the instruction of IKEA (e.g. transporters, kitchen installers, etc.)
Business	Any natural person or legal entity that pursues an economic object in a sustainable way, as well as its associations, and enter into an Agreement with IKEA



Remote Agreement	Sales agreement entered into between IKEA and the Customer as part of an organised remote sale or service provision system without simultaneous physical presence of IKEA and the Customer and by which, until the moment when the agreement is entered into, use is made solely of one or more remote communication technologies (e.g. Click & Collect on the Website, Mobile Application or ordering by phone)
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Force majeure	Any circumstance that is foreign to and independent of the reasonable will of IKEA and the occurrence and consequences it could not reasonably have foreseen; Force Majeure includes but is not limited to: <ul style="list-style-type: none"><li>- disruptions / interruptions of the Website or Mobile Application, of telecommunication and/or payment services that are foreign to and independent of the reasonable will of IKEA and the occurrence and consequences of which could not reasonably have been foreseen by it;</li><li>- strikes, lockouts or other social conflicts, including conflicts at the Subcontractor and/or telecommunication / postal services;</li><li>- A major amendment to the applicable legislation governing the Products offered for sale;</li><li>- the ceasing of the production of Goods by the manufacturer (if the manufacturer is not IKEA).</li></ul>
Pick-up Point(s)	Places established by IKEA located in Belgium where ordered Goods can be picked up or returned, run by a third party that hands over and/or takes back Products to Customers on behalf of IKEA.
Products	Means both (Personalised) Goods and Services or, where applicable, one of the two
Exchange	Exchanging a Product for another Product in the IKEA range; the Customer receives a Refund Card
Specific Warranty	Additional warranty offered by the manufacturer or IKEA with a scope and duration that differ depending on the Good offered
Refund Card	Magnetic card on which IKEA will load credit as a consequence of the Customer exercising a right of exchange
Total Price	The total price to be paid by the Customer, which includes: the costs of delivery, the value added tax (VAT) and all other taxes
Adult	A natural person aged 18 years or over
WER	Economic Law Code of Belgium
Website	<a href="http://www.ikea.com/be">www.ikea.com/be</a>
Store(s)	IKEA store(s) located in Belgium

#### Introduction, general:

- These General Contractual Terms and Conditions apply to all agreements entered into with IKEA. By entering into an agreement, the Customer accepts that these General Contractual Terms and Conditions constitute an integral and indissoluble part of this agreement.

- These General Contractual Terms and Conditions and any Special Terms and Conditions can only be departed from on the basis of an explicit, written acceptance of such by a person who is authorised to represent IKEA. A departure can never be inferred from any lack of response or protest from IKEA.

- Lastly, information brochures, practical guidelines and other information are also distributed by IKEA. In the event of a discrepancy between such documents and these

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5/21

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General Contractual Terms and Conditions, the provisions of these General Contractual Terms and Conditions will always take precedence.

## **1. Orders and agreements: general.**

An order can be placed in one of the IKEA Stores or by means of a Remote Agreement. It is always assumed that the Customer orders the Products for normal private use and not for business use.

An order only leads to an agreement:

- if IKEA draws up a numbered purchase order or confirmation email and hands it over or sends it to the Customer; and
- if the Total Price has been paid.

Payments can be made in cash (in the Store), using a certified bank cheque, an Eco Pass or Lunch Pass (for certain Products), an IKEA Gift Card or Refund Card or a credit or debit card (see the list of accepted credit and debit cards on the Website of IKEA). The Customer is solely responsible for ensuring there are sufficient funds available on his or her credit or debit card (check the limits of the credit card).

IKEA is entitled to sell Products exclusively to end-users. End-users may be natural persons or legal entities. IKEA is obliged to proactively prevent the resale or other transfer of Products outside the franchise system to which it belongs. Where IKEA suspects that Customers purchase Products with the intention of reselling or otherwise transferring them, IKEA reserves the right to ask Customers to identify themselves, refuse orders, cancel any accepted orders and/or refuse to execute them. The foregoing applies whether it concerns individual Products or in bulk and whether it takes place within Belgium or abroad

These franchise rules apply worldwide and in the same way to all franchisees, regardless of their size, location or business structure.

## **2. Delivery and transfer of ownership and risks.**

### **2.1. Delivery options**

After payment of the Total Price, the Customer takes possession of the Products:

when purchasing in a Store:	when purchasing under a Remote Agreement:
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<ul style="list-style-type: none"><li>○ by immediately taking the Goods home;</li><li>○ By having the Goods delivered to a Store or a Pick-up Point in Belgium at a later date and picking up the Goods there; By having the Products delivered by IKEA or its Subcontractor to an address in Belgium as requested by the Customer.</li></ul>	<ul style="list-style-type: none"><li>○ By having the Goods delivered to a Store or a Pick-up Point in Belgium at a later date and picking up the Goods there;</li><li>○ By having the Products delivered by IKEA or its Subcontractor to an address in Belgium as requested by the Customer.</li></ul>
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## 2.2. Delivery term and date

A delivery term of eight weeks applies to all Products. This term may differ if this is explicitly agreed when the order is placed. The term begins on the day following the day of purchase.



IKEA shall notify the Customer of a delivery date immediately when the order is made or at a later time. For an assembly and installation Service, the Customer will be contacted by the Subcontractor within 48 hours of ordering to set a delivery date in consultation. IKEA shall use best efforts to ensure the shipment and delivery are performed as punctually as possible. However, the delivery date is approximate and IKEA is not legally bound by it (subject to the imperative provisions of applicable laws). IKEA shall notify the Customer as soon as possible if this date cannot be achieved.

For a Remote Agreement by which several Goods are ordered, the Goods may be delivered on different dates, depending on the size of the Goods and the way they are sent, but all Goods must be delivered within the delivery term of eight weeks.

If IKEA has not fulfilled its obligation to deliver Products in a timely way, the Customer should ask IKEA to make the delivery within an additional term. If IKEA fails to deliver the Products within this additional term, the Customer is entitled to cancel the agreement and IKEA shall immediately refund the Customer all sums paid under the agreement.

### **2.3. Shipment and Delivery**

If Products are sent to a specific address in Belgium, it is because the Customer has requested this. If the Customer disputes having given any such instruction, he or she must provide proof of the contrary. The Customer shall ensure that he or she is able to take receipt of the Products on the day of delivery. Powers of attorney may be given to Adults. The person present at the place of delivery in Belgium who takes receipt of the Products is assumed to have received such a power of attorney.

If the Products cannot be delivered because the Customer refuses to take receipt of them, all additional transport costs are payable by the Customer, unless he or she can prove that the Goods offered were damaged and/or the Products were not in accordance with the order and so he or she was justified in not taking receipt of them.

All shipments and deliveries are charged at the IKEA shipping and delivery rates (see the Website of IKEA) and paid for in advance by the Customer. These rates apply in normal circumstances and for delivery to the ground floor, unless explicitly stated otherwise on the purchase order or in the confirmation email. A surcharge will apply to deliveries requiring the use of a furniture lift, even if this is not specified at the time of the order.

If any additional surcharge that is owed (e.g. for the use of a furniture lift) has not been paid by the time of delivery, for whatever reason, the Goods cannot be delivered. They will be taken away by the Subcontractor and the transport costs will be payable by the Customer.

### **2.4. Transfer of ownership and risks**

The ownership of the goods is transferred from IKEA to the Customer when the Total Price is paid.

The risks of loss and damage of the Goods are transferred from IKEA to the Customer:





- after the payment in the event of a purchase in a Store of a Product that is immediately taken away; or
- at the time of the physical delivery, regardless of the method of purchase, if the Products are delivered at a later date (at a Store, Pick-up Point or address in Belgium that is provided by the Customer).

### **3. Policy on the exchange and cancellation of the purchase of Products (jointly referred to as: "Generous Right of Exchange")**

#### **3.1. General**

##### **3.1.1. Term**

###### ***Goods***

In principle, the Customer may cancel the purchase of Goods or exchange the Goods:

- in the event of a purchase at a Store, within 365 days of receiving the Goods;
- in the event of a Remote Agreement, within 365 days of receiving the last Good that belongs to the order in question.

With regard to Personalised Goods, the Customer may exchange the order within 365 days of receiving the last Personalised Good that belongs to the order in question.

###### ***Services***

Subject to the provisions of 3.2.2., the Customer can cancel or exchange the agreement for Services regardless of whether he or she is an IKEA Family member, stating a reason, within 14 days:

- if the Service is ordered separately (e.g. assembly is ordered at a later date independent of the purchased Good), of the day after the agreement was entered into until the Service was delivered; or
- if the Service is ordered together with a Good (e.g. a cabinet and its delivery are purchased at the same time), of the receipt of the last piece of the Good that belongs to the order in question.

##### **3.1.2. Procedure**

The Customer can make it known that he or she wishes to cancel or exchange the purchase by:



- sending an email to: [customer.support.be@ikea.com](mailto:customer.support.be@ikea.com)
- filling out the appropriate form;
- or going to the information counter at a Store.

### **3.1.3. Conditions**

Goods shall only be refunded by IKEA if they are not damaged more than needed to determine their nature, characteristics and functioning and provided the original proof of purchase is presented (receipt or delivery note).

If the aforementioned conditions applicable to the right to exchange and cancel are not met in full, IKEA reserves the right to:

- reject the return and not pay a refund, and/or
- offer a Refund Card; and/or
- reduce the amount of the refund if the Goods have suffered a reduction in value that is the consequence of actions that go beyond what is needed to determine the nature, characteristics and functioning of the Goods.

## **3.2. Departures from and exceptions to the right to cancel and/or exchange**

### **3.2.1. Departures with regard to terms**

Contrary to the preceding, for the purchase of one or more mattresses that have already been used, a period of 90 days – rather than 365 days – applies in which the agreement can be cancelled or the right to exchange exercised, commencing on the day following the day of purchase of the mattress(es).

### **3.2.2. Exceptions to the right to cancel and/or exchange**

With regard to the provision of Services, the Customer cannot cancel the agreement after the Service has been provided in full, insofar as he or she explicitly agreed to the commencement of the Service and acknowledged that he or she would lose the right to cancel as soon as IKEA performed the agreement in full. IKEA shall refund any sum received for Services that were not provided before the right to cancel was exercised.

Without prejudice to the other exceptions to the right to cancel as provided for by the WER, the Customer cannot exercise any right to cancel if the agreement concerns Personalised Goods (e.g. custom worktops).

## **3.3. Consequences of exercising the right to cancel and/or exchange**

### **3.3.1. Return of Products**

The Customer who makes it known that he or she wishes to exercise his or her right to cancel or right to exchange has the following options for returning Products to IKEA:

- Regardless of the method of purchase, the Customer brings the Goods and/or the purchase order for the provision of Services to any Store of IKEA in Belgium at his or her

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own expense within 14 days of **notifying** IKEA that he or she wishes to exercise his or her right to cancel or exchange;

- Regardless of the method of purchase, the Customer asks for the Goods to be picked up by IKEA at a specific pick-up address in this case, within 14 days of notifying IKEA that he or she wishes to exercise his or her right to cancel or exchange:
  - o compensation is payable equal to the charge that would be payable for delivery of such Goods in Belgium (as the same distance will be covered, although this is not to pick up Goods rather than to deliver them);
  - o the Customer undertakes to provide IKEA with all useful information on the characteristics of the pick-up address in Belgium (e.g. from which floor the Goods in question must be picked up, the presence of any narrow doorways, etc.), and to ensure that the location where the Goods must be picked up is sufficiently accessible;
  - o the Customer undertakes to sign the form that is presented by the Subcontractor of IKEA and that confirms that the Goods have been picked up (the Customer can have an Adult of his or her choosing act in his or her stead as desired);
  - o if the Subcontractor of IKEA is of the opinion that picking up the Goods will probably cause damage to the Goods in question or other property of the Customer, the Customer shall be made aware of this and the reason will be stated on the form that must be filled out at the time of the pick-up. Neither IKEA nor the Subcontractor shall be liable for damage caused when picking up the Goods if the Subcontractor takes due care.

Only for Remote Agreements, the Customer brings the Goods and/or the purchase order for the provision of Services to a Pick-up Point in Belgium selected by IKEA, a list of which is made available on the Website, at his or her own expense within 14 days of notifying IKEA that he or she wishes to exercise his or her right to cancel or exchange.

### **3.3.2. Refunds**

Refunds will be given insofar as the aforementioned conditions applicable to the exercise of the right to cancel and/or exchange (3.1.3.) have been met (term, condition of the Good, initial proof of purchase, etc.).

#### **(a) In the event of cancellation (= cancelling the agreement without giving a reason)**

##### ***General***

IKEA will refund the purchase sum received from the Customer for the Product that is cancelled. If the Customer opts for IKEA to pick up the Goods, the charge for this (3.3.3) will be deducted from the sum to be refunded by IKEA.



### **For Remote Agreements**

If the Customer has purchased the Products through a Remote Agreement and opts to exercise his or her right to cancel, IKEA shall refund all payments received from the Customer within 14 days commencing on the day following the day on which IKEA was notified of the Customer's decision to exercise his or her right to cancel. Delivery costs will only be refunded if the cancellation occurs within 14 days of receipt of the (last delivered) good (belonging to the same order) and/or of the signing of the agreement for services. IKEA cannot be compelled to refund the additional costs if the Customer has explicitly opted for another delivery method than the cheapest standard delivery offered by IKEA. The costs of returning the Products from the Pick-up Point in Belgium to IKEA are payable by the Customer and will be deducted from the sum that will be refunded by IKEA.

The refund occurs using the same means of payment as used for the initial transaction, unless the Customer explicitly agrees to another means of payment and on the understanding that the Customer must incur no costs as a consequence of this refund.

### ***For agreements entered into at a Store***

If the Customer has purchased the Product at a Store and opts to exercise his or her right to exchange, the refund will:

- occur immediately if the Customer returns the Goods and/or the purchase order for the provision of Services to an IKEA Store in Belgium;
- occur by bank transfer within 14 days, commencing on the day that IKEA is notified of the decision of the Customer to exercise his or her right to cancel, if the Customer opts for IKEA to pick up the Goods.

### **(b) In the event of exchange (= exchanging purchase for another Product in the IKEA range)**

If the Customer opts to exercise his or her right to exchange, the refund will be given in the form of a Refund Card, regardless of the method of purchase (Store or Remote Agreement):

- immediately if the Customer returns the Goods to an IKEA Store in Belgium;
- in all other cases, by post within 14 days, commencing on the day on which IKEA is notified of the decision of the Customer to exercise his or her right to exchange.

The Refund Card has a value equal to the purchase sum of the Good and is valid for an indefinite period in all IKEA Stores in Belgium. When the Refund Card is presented, the purchase sum on the Refund Card will be deducted from the Total Price of the new purchase. If the value of the Refund Card is lower than the Total Price of the new purchase, the Customer will make up the balance at the cash register. If the value of the Refund Card is higher than the Total Price of the new purchase, the balance will remain available on the Refund Card for future purchases at IKEA.



### **3.4. Possibility of cancellation by IKEA (outside the scope of Force Majeure)**

IKEA may itself cancel an order of Goods within 14 days of it being placed, subject to written notification to the Customer and the payment of compensation of EUR 20. The refund of the Total Price shall occur by bank transfer within 14 days after IKEA notifies the Customer in writing of the cancellation. The compensation of EUR 20 shall be offered in the form of a Gift Card.

## **4. Subcontracting**

IKEA may use Subcontractors to provide its Services. These Subcontractors are only obliged to provide the Services that are the subject of the agreement between the Customer and IKEA. If the Customer wishes to have additional work carried out by the Subcontractor he or she must enter into a direct agreement for this with the Subcontractor. IKEA cannot be held liable in any way for the (non-)performance of this additional work.

## **5. (Digital or physical) Gift Card**

### **5.1. Purchase of the IKEA Gift Card - general**

The Customer may purchase a physical or digital IKEA Gift Card.

The physical IKEA Gift Card can be purchased at any Store or by means of a Remote Agreement.

The digital IKEA Gift Card is only available by means of a Remote Agreement.

- If the physical Gift Card is purchased at a Store, it shall be given to the Customer immediately upon payment.
- In the event of the purchase of a physical Gift Card by means of a Remote Agreement, the Gift Card will be delivered by post to the home of the Customer within 5 working days of payment being received.
- In the event of the purchase of a digital Gift Card by means of a Remote Agreement, the Gift Card will be delivered by post to the home of the Customer immediately after payment being received.

### **5.2. Purchase of the IKEA Gift Card - personalised physical Gift card**

When purchasing a physical Gift Card by means of a Remote Agreement, the Customer may choose the design of the Gift Card during the ordering process. The Customer can choose from among the designs provided by IKEA or upload his or her own design (photo).

If the Customer wishes to use his or her own design for the Gift Card, he or she may only use images that he or she has taken or for which he or she has obtained the necessary intellectual property rights. The Customer also undertakes not to use any images that are offensive and/or contrary to applicable laws. If third parties assert rights with regard to IKEA on the basis of any images used by the Customer, insofar he or she has not complied with this provision the Customer shall indemnify IKEA.

By creating a design when purchasing a Gift Card, the Customer consents to the processing of the design as part of the purchase.



For this purpose, the Customer grants IKEA a non-exclusive worldwide licence covering copyright, related rights and other intellectual property rights to the aforementioned designs, and specifically the right to use and reproduce the designs to supply one or more personalised Gift Cards without the Customer having any right to compensation or payment from IKEA.

### **5.3. Use of the IKEA Gift Card**

If the physical Gift Card is purchased by means of a Remote Agreement, the Customer must activate the Gift Card before use. To this end, the Customer will receive an email with an activation link. The Customer must be in possession of the physical Gift Card before he or she can activate it. The Gift Card is valid for an unlimited term.

The digital Gift Card purchased by means of a Remote Agreement will be automatically activated with 48 hours of the purchase.

IKEA Gift Cards with IKEA design can be used at all IKEA Stores worldwide, except the IKEA Stores in Mallorca (Spain), Gran Canaria (Spain), Lanzarote (Spain), Tenerife (Spain), Adelaide (Australia), Perth (Australia) and all IKEA Stores in Bulgaria, China, Cyprus, the Dominican Republic, Egypt, Greece, Hong Kong, Iceland, Indonesia, Israel, Japan, Jordan, Kuwait, Lithuania, Malaysia, Qatar, Romania, Saudi Arabia, Singapore, Taiwan, Thailand, Turkey and the United Arab Emirates.

Personalised Gift Cards with a personalised design can only be used at IKEA Stores in Belgium.

No physical or digital Gift Cards may be used at the IKEA restaurants at the IKEA Stores.

Upon presentation of the physical or digital Gift Card, the purchase sum on the Gift Card will be deducted from the total price of the purchase.

- If the value of the Gift Card is lower than the total price of the purchase, the Customer shall make up the balance.
- If the value of the Gift Card is higher than the total price of the purchase, the outstanding balance shall remain available on the Gift Card.

The digital Gift Card may be used by scanning the QR code at the checkout at the Stores or by entering the number stated on the Gift Card in the field provided for purchases by means of a Remote Agreement.

The Customer may top up the physical Gift Card more than once to any amount up to EUR 2,500 at the cash register at the IKEA Store.

Without prejudice to the provisions on warranty and right to cancel in these General Contracting Terms and Conditions, IKEA shall not refund the value of the physical or digital Gift Card to the Customer in the event of loss, theft or damage.



## **6. Installation of a kitchen**

### **6.1. Object of the Kitchen Installation**

If the Customer so desires, the Kitchen Installation may be carried out by a subcontractor of IKEA.

If extra work is requested by the Customer, a direct agreement will be entered into between the Customer and this Subcontractor. Any information about prices and conditions for extra work IKEA provides is non-binding and entails no obligation.

### **6.2. Kitchen plan and measurement.**

The Kitchen Installation requires a correct and accurate kitchen plan. That means that the Subcontractor must take measurements for every kitchen. The costs of this measurement shall be paid in advance by the Customer.

### **6.3. Kitchen layout, accepted rules, responsibilities.**

The IKEA kitchen experts do their utmost to create the desired kitchen. However, they must also ensure that the desired kitchen layout fulfils the accepted rules. They will propose alternatives in the event of problems and restrictions.

IKEA requires that the kitchen can be installed in a space that fully complies with the kitchen plan as drawn up and the usual technical requirements for good installation, including with regard to finishing, accessibility and utilities for such an installation. For example, the space must be empty and windproof, the walls and the floor must be completely dry, straight and level, the utilities must be adapted to meet the requirements in the 'Summary of utilities' document given to the Customer and due consideration must be given to any remarks of the Subcontractor in the measurement report.

If the space or the kitchen does not meet the aforementioned conditions, all further actions will be at the Customer's own risk. In particular, IKEA and/or its Subcontractors reserve the right, but do not have any obligation, to refuse to carry out or suspend the work in whole or in part until the conditions have been met. In that case, the Customer will owe IKEA fixed compensation of 30% of the Total Price of the Kitchen Installation (excluding 21% VAT).

IKEA and/or its Subcontractors can in no way be held responsible for any adverse consequences and/or costs, even if a kitchen is installed without the aforementioned conditions having been met.

The warranty applies exclusively to kitchens that can be installed in accordance with the kitchen plan, according to accepted practice, and provided the furniture and appliances within this layout or installation are used in accordance with their original function.

IKEA may, but has no obligation to, ask the Customer who insists on installation contrary to the advice of IKEA to sign a declaration indemnifying IKEA against all liability.



#### **6.4. Installation term, installation address and presence of the Customer.**

IKEA undertakes to install the kitchen within a term of eight weeks, commencing on the day of (full) delivery of the required parts, subject to payment of the Total Price of the order.

Just like the delivery dates, the installation date IKEA gives the Customer is approximate and may change. The Customer can only demand compensation for damage that occurs as a result of the installation term being exceeded (so never indirect damage).

The Customer (or an Adult with power of attorney) must be present during the Kitchen Installation, among other things to provide access to the space and to answer any questions. Upon completion of the Kitchen Installation, the Subcontractor will run through the completion report with the Customer. This report must be signed by both parties. If the Customer is not present (or not represented) the completion report will be drawn up and signed by the installer. Such a completion report is sufficient proof of the completion and the factual aspects included in the completion report.

#### **6.5. VAT.**

Under certain conditions, as laid down by law, the Customer may benefit from a reduced VAT rate (6% rather than 21%). The fulfilment of the conditions of eligibility for this reduced rate is the exclusive responsibility of the Customer.

Until the completion of the Kitchen Installation, the normal rate (21%) is assumed. An adjustment will then be made with regard to Goods and Services that are eligible for the reduced rate (6%). The difference will be paid to the Customer by bank transfer (cash refunds are not possible).

### **7. Privacy**

<https://www.ikea.com/be/nl/customer-service/privacybeleid/>

### **8. Liability and warranties**

#### **8.1. Liability**

##### **8.1.1. General limitation of liability**

IKEA is only liable in the event of gross error or fraud committed by itself or its Subcontractors.

Without prejudice to the legal provisions, the liability of IKEA shall:

- be limited to compensating the damage suffered by the Customer that is the direct and exclusive consequence of the failings of IKEA or the observed defects of the Products;
- in any case be limited to the sum of the price of the Products upon





which this liability rests (maximum upper limit);

- in any case not extend to compensation for intangible and/or indirect damage, including among other things loss of income.

The Customer must notify IKEA within 14 calendar days of the occurrence of the alleged damage by recorded delivery and enable IKEA to make all useful observations.

#### **8.1.2. Website and catalogue of IKEA – limitation of liability.**

The IKEA catalogue is valid from its publication up to and including 31 July of the following year.

The Products are presented and described as faithfully as possible on the Website, in the Mobile Application and in the catalogue. However, minimal differences are possible, such as with regard to colours. Mistakes and (printing) errors in prices, sizes and images cannot be excluded. IKEA uses best efforts to minimise such differences and, if they are observed, to rectify them as soon as possible. IKEA is not liable for inaccuracies, incorrect statements or omissions on the Website, in the Mobile Application or in the catalogue. Inclusion on the Website, in the Mobile Application or in the catalogue does not mean that a Product is available everywhere at all times.

The catalogue is the intellectual property of IKEA. Nothing in the catalogue may be copied or published in any way or by any means. The Website and the Mobile Application are the intellectual property of IKEA. Nothing in the catalogue may be copied or published in any way or by any means, with the exception of copies that are strictly necessary for the private use of the Website and the Mobile Application.

#### **8.1.3. Exclusion of liability**

- a) In the event of Force Majeure

The non-fulfilment or late fulfilment of one or more contractual undertakings by IKEA will not be deemed to be a breach of contract by it, insofar as this non-fulfilment or late fulfilment is due to Force Majeure. IKEA, as a victim of Force Majeure:

- will immediately notify the Customer in writing of the situation and its consequences;
- will consult with the Customer on appropriate provisional measures and will endeavour to eliminate, lift or rectify the cause of the non-fulfilment and late fulfilment with due care; and
- will fulfil its obligations as soon as reasonably possible once the cause of the non-fulfilment and late fulfilment has disappeared.

In the event of Force Majeure lasting for more than two months, the agreement may be cancelled by IKEA and/or the Customer by email, without this giving the other party any right to demand compensation.

- b) In the event of non-fulfilment of the manufacturer's directions for use and/or in the event of use that is not compatible with the manufacturer's directions for use.

The Customer undertakes to consult the manufacturer's user manual and to



strictly follow the directions for use for every Product purchased in order to minimise any risk of accident. The Customer is aware that IKEA cannot check whether the Customer is following the directions for use of the Products. IKEA is in any case released from its liability in the event of improper use of the Products.

## **8.2. Warranty.**

### **8.2.1. General warranty of IKEA**

When the Goods and Services are delivered the Customer should check that they are correct and, where applicable, make a note of any defects. The Customer must notify IKEA immediately if the delivered Goods and/or Services are visibly defective.

If any defects are not reported within 14 days of delivery of the Goods and/or Services, the Customer is deemed to have accepted and/or approved the delivered Good and/or Service.

Unless explicitly stipulated otherwise and without prejudice to imperative provisions to the contrary (especially the right to cancel when this exists), returns are approved by IKEA outside the scope of the exercise of the right to cancel and right to exchange, subject to reasons being given.

If the Customer files a complaint and this reservation is deemed to be well-founded by IKEA after investigation of the disputed Good and/or Service, IKEA can choose between:

- paying compensation of no more than the sum the Customer paid for the order or
- repairing the Good free of charge and/or providing the service free of charge.

### **8.2.2. Warranty for consumer goods with regard to the Consumers**

Articles 1649bis et seq. of the Civil Code give rights to Consumers with regard to the sale of Goods to Consumers.

These rights are not influenced by other warranties that are granted by this provision.

IKEA is liable towards the Consumer for any lack of conformity arising when the Good is delivered and manifesting itself within a term of two (2) years after this delivery.

On pain of expiry of the warranty, the Consumer must notify IKEA by recorded delivery of the existence of a lack of similarity within a term of twee (2) years, commencing on the day on which the Consumer observed this.

The legal claim of the Consumer becomes prescribed one (1) year after he or she observes the lack of conformity, without that term being permitted to end before the end of the term of two (2) years from the delivery of the Good.

Contrary to the preceding, IKEA is liable towards the Consumer for any lack of agreement arising when a second-hand Good is delivered and manifesting



itself within a term of one (1) year after this delivery.

If the Consumer follows the proper procedure in invoking the warranty, the Consumer is entitled to demand that IKEA repair or replace the Good free of charge, except when such would be impossible or disproportionate. Any repair or replacement must be made within a reasonable term and without serious inconvenience for the Consumer, with due consideration for the nature of the Good and the use intended by the Consumer. The costs referred to in this provision are the costs that must be incurred to bring the Goods into conformity, such as shipping costs and costs connected with labour and materials.

The Consumer is entitled to demand an appropriate price reduction or the cancellation of the agreement from IKEA:

- if he or she is not entitled to repair or replacement, or
- if IKEA has not made the repair or replacement within a reasonable term or without causing serious inconvenience to the Consumer.

Nevertheless, the Consumer is not entitled to demand the cancellation of the agreement if the lack of agreement is insignificant.

In the event of a price reduction, any refund to the Consumer will be reduced to take account of the use the Consumer has had of the Good since its delivery.

#### **8.2.3. Warranty for hidden defects with regard to the Consumer**

In addition, IKEA is liable towards the Consumer for the legal warranty for hidden defects, as set out in articles 1641 up to and including 1649 of the Civil Code, if the hidden defect existed at the time of delivery and the defect makes the Good unfit for its intended use or that use is considerably reduced.

IKEA should be notified as soon as possible by recorded delivery about every hidden defect as soon as the Consumer discovers the defect or, where applicable, should normally have discovered the defect.

In the event of a hidden defect, the Consumer can choose between returning the Good and getting a full refund of the price or keeping the Good and getting a partial refund of the price.

In order to avoid any doubt, IKEA excludes any warranty obligation for hidden defects towards Enterprises.

#### **8.2.4. Specific IKEA manufacturer's Warranty**

The Goods that are offered by IKEA may also be the subject of an additional warranty offered by the manufacturer or IKEA with a scope and duration that differs depending on the Good offered.

In order to know whether the Goods offered for sale are subject to such a Specific Warranty and to identify the scope of this Specific Warranty, the Customer is invited to read the



commercial documentation with regard to the Goods in question and/or the warranty page on the Website.

If such a Specific Warranty is offered, it commences on the date of purchase of the Good and covers the manufacturing defects.

If IKEA is not the manufacturer of the Goods, it will only accept the invoking of the Specific Warranty for the Goods that it has sold itself.

If the Customer wishes to invoke the Specific Warranty he or she must enclose the proof of purchase and meet the requirements that are imposed by the manufacturer.

The Customer loses the rights granted to him or her by the Specific Warranty if he or she does not follow the instructions of the manufacturer to properly invoke it.

## **9. Complaints and settlement of disputes**

### **9.1. Customer service**

If the Customer has a question about the Products of IKEA or any other topic, the Customer can contact the customer service between 9:00 and 18:00 Monday to Saturday:

- by phone: +32 (0)2 719 19 19;
- by chat on the Website
- by post: Weiveldlaan 19, 1930 Zaventem

### **9.2. Ombudsman for Retail**

If the Consumer has tried to resolve the dispute with IKEA directly without success, the Consumer may file the unresolved dispute or complaint to an independent service of the Ombudsman for Retail, which is a non-profit organisation. The Consumer can file a reconciliation request free of charge on the online platform ([www.ombudsmanvoordehandel.be/en](http://www.ombudsmanvoordehandel.be/en)). As soon as it is declared admissible, an independent conciliator will draw up a conciliation proposal. The Consumer can choose to accept or reject the proposal of the conciliator.

### **9.3. Online Dispute Resolution (ODR)**

For claims connected with purchases made through the Website or the Mobile Application, the Consumer can also use the ODR Platform that was set up at EU level to offer the possibility of resolving disputes in an online context without resorting to the courts: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

### **9.4. Applicable law and jurisdiction**

The General Contractual Terms and Conditions are governed by Belgian law, without prejudice to the right



of the Consumer residing outside the territory of Belgium to invoke stipulations of imperative law in their national legislation. Any dispute that is not resolved amicably and/or through the Ombudsman for Retail or the ODR Platform is the exclusive jurisdiction of the courts of Brussels, without prejudice to the right of the Consumers to invoke the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

## **10. Final provisions**

### **10.1. Defeasance**

If a stipulation of these General Contractual Terms and Conditions is declared null and void, the Customer and IKEA agree that this stipulation will not be enforceable but that the other stipulations of these General Contractual Terms and Conditions will remain in full effect, except if the litigious stipulation is essential and the General Contractual Terms and Conditions can no longer be amended in good faith to restore or maintain the balance of the rights and duties of the Customer and IKEA.

### **10.2. Proof**

The transactions, actions on the network, electronic communications, connections and other electronic manipulations are proven by using log files, emails and transaction files, which IKEA is able to save to electronic carriers.

The Customer accepts the evidential force of this data.

This possibility of proof does not prevent the Customer or IKEA from using any other means of proof permitted by law.

### **10.3. Interpretation**

In the event of any doubt about the interpretation of these General Contractual Terms and Conditions, the Dutch version has precedence over the French and English versions.

### **10.4. Amendment**

IKEA reserves the right to amend these General Contractual Terms and Conditions at any time at its discretion. The amended General Contractual Terms and Conditions become effective upon publication on the Website. They will only apply with regard to agreements entered into after they become effective.

DATE: 2024-11-18