

IKEA Assembly Service

Terms and Conditions

IKEA provides an assembly service to assemble nominated IKEA furniture or other products (**IKEA Products**) in your home or office (**Assembly Service**).

- Terms and Conditions: These terms and conditions (Terms) apply to the purchase of an Assembly Service from IKEA Pty Ltd ("IKEA", "we", "us" and "our") by the IKEA customer ("Customer", "you" or "your"). You are deemed to accept these Terms when you place an order for the Assembly Service.
- 2. Sub-contractors: We subcontract the Assembly Service to our trusted service providers (Service Provider). The Assembly Service will be performed by the designated personnel (Assembly Representative), who are representatives of our Service Provider. IKEA will always remain responsible for the performance of the Assembly Service to you. The Service Provider will be responsible for the performance of any Additional Works in accordance with clause 14 of these Terms.
- 3. **Preconditions to Assembly Service**: You acknowledge and agree that in order for the Assembly Representative to provide the Assembly Service at your premises:
 - you must ensure that someone aged 18 or over is available to accept the Assembly Service at your property (Service Location) at the time of the Assembly Appointment (see condition 5 of these Terms);
 - (b) you must make sure that there is adequate parking available for the Assembly Representative, safe access to the property and a clear and level surface available for the Assembly Representative to complete the Assembly Service at the Service Location (see conditions 10 and 14 f these Terms);
 - (c) you must ensure that the IKEA Product(s) to be assembled are located inside the Assembly Room (see condition 10 of these Terms);
 - (d) you will be responsible for ensuring that you provide complete, correct and accurate information and instructions regarding the Assembly Service and the Service Location to enable us to provide the Assembly Service (see condition 4 of these Terms); and
 - (e) If required under the relevant IKEA Product's assembly instructions, you must allow the Assembly Representative to secure the product to the wall or ceiling (as set out in the IKEA Product's assembly instructions) (see condition 13 of these Terms).

Our Assembly Representative may not be able to provide the Assembly Service if these conditions are not satisfied.

 Correct information: We will need certain information from you in order to provide the Assembly Service at the Service Location at the date and time it is scheduled by you (Assembly Appointment). For example, the address of the Service Location, any specific requirements, access restrictions, or special conditions. This will be requested from you when you place a booking for the Assembly Services. We will also call you prior to the Assembly Appointment to confirm any such requirements.

If any of the information requested or that you provide to us is incomplete or incorrect, then the Service Provider may not be able to supply the Assembly Service or Additional Works may be required (see condition 14 of these Terms).

If your information or details for your Assembly Service changes after placing your order for the Assembly Service (for example your availability or the address of the Assembly Location), please contact us as soon as possible (but no less than 24 hours prior to the date of your Assembly Appointment) so that we can update your order and ensure that the Assembly Representative is informed. Additional charges may apply for any late changes that are made to bookings for Assembly Services after this cut-off period. The IKEA Customer Support Centre will notify you of any changes to the applicable Assembly Service Fee.

Revising your Service Location may result in a delay or change to the date or time of your Assembly Appointment.

 Booking an Assembly Service: When you book an Assembly Service, you will be asked to select a day for the provision of the Assembly Service and a time-frame within that day when the Assembly Service may be provided (Assembly Appointment).

You must ensure that someone over the age of 18 is available to accept the Assembly Service at the Service Location at the time of the Assembly Appointment.

- 6. Payment for Assembly Service: You will be required to pay for the Assembly Services (Assembly Service Fee) at the time of booking your Assembly Appointment. You may make payment of the Assembly Service Fee to an IKEA coworker (if booking the Assembly Services in-store or by phone to our IKEA Customer Support Centre (see condition 20 of these Terms)) or online (if you are booking the Assembly Services online). While great care has been taken to ensure the accuracy of all prices and descriptions, IKEA reserves the right to correct any errors and adjust prices (including GST or other statutory charges that are out of our control).
- 7. Time of Assembly Service: The Service Provider will contact you prior to the scheduled date for the Assembly Service. This will occur either the evening before or on the morning of the Assembly Appointment to confirm the booking window for the Assembly Services to be provided on the relevant day (Assembly Booking Window). The Assembly Service may be provided at anytime within the Assembly Booking Window.

You acknowledge and agree that:

- the length of the Assembly Booking Window does not necessarily reflect the total time of the Assembly Service; and
- depending on the number of IKEA Products to be assembled, the duration of the Assembly Service can be shorter or longer than the Assembly Booking Window.

The Assembly Representative will inform you of the estimated duration of the Assembly Service upon arrival at the Service Location.

- 8. **Cancellation or rescheduling of Assembly Appointment:** If you need to cancel or reschedule an Assembly Service you must notify the IKEA Customer Support Centre (see condition 20 of these Terms) a minimum of 24 hours prior to the scheduled Assembly Appointment. If the cancellation occurs within the period of 24 hours prior to the commencement of the Assembly Booking Window, additional fees and charges (such as payment of a cancellation fee) may apply.
- 9. **Delayed IKEA Products:** If your IKEA Products are booked to be delivered using an IKEA delivery service and you have not received the IKEA Products on the day prior to your Assembly Appointment, please let us know by contacting the IKEA Customer Support Centre (see condition 20).
- 10. Location for Assembly Service: The IKEA Product(s) to be assembled must be located inside the room where the assembled IKEA Product(s) are to be assembled (Assembly Room). Our Assembly Representative may not be able to safely move IKEA Products into the Assembly Room in some circumstances. If the IKEA Product(s) are not located inside the relevant room at the time of the Assembly Appointment, then the Assembly Services may not be able to be provided. To reschedule, the Customer can contact the IKEA Customer Support Centre. Additional fees and charges may apply.
- 11. **Assembly Appointment**: During the Assembly Service, you must:
 - confirm that the IKEA Product(s) to be assembled are the ones specified and paid for on the relevant IKEA Sales Order (Order);
 - ensure there is adequate clear, clean and safe space available in the Assembly Room, as the Assembly Representative is not responsible for moving any existing furniture or other items. Should there not be adequate clear, clean and safe space to assemble the IKEA Product(s), the Assembly Representative will advise you of this and you will be required to book an alternate date for the Assembly Service with IKEA. Additional fees and charges may apply if the Assembly Service needs to be rebooked.

You acknowledge and agree that the Assembly Representative will only assemble the IKEA Product(s) specified in the Order.

12. **Solution Based Articles:** If you purchase solution based articles (including but not limited to BESTA, PAX Wardrobes and PLATSA Product), you acknowledge and agree that:

- these items are solution based products which means that many articles come together to make a complete designed product; and
- if you utilised an IKEA planning tool / service prior to proceeding with your purchase of the IKEA Products, please ensure you have copies of your planner available for the Assembly Representative to view during the Assembly Service; and
- BESTÅ systems utilise the IKEA BESTÅ suspension rail for fixing BESTÅ cabinets to various wall types, however certain wall types/structures are not compatible with this railing system. The Assembly Representative will seek to confirm the compatibility of the IKEA Product(s) with the walls/structure in the relevant room with you prior to the Assembly Appointment. If this is not able to be confirmed prior to the Assembly Appointment, the Assembly Representative may only be able to determine this during the Assembly Service If the Assembly Representative is unable to complete the Assembly Service as a result of the incompatibility, please contact the IKEA Customer Support Centre (see condition 20 of these Terms).

13. **Assembly Services:** You acknowledge and agree that:

- the assembly of IKEA products(s) will be carried out by the Assembly Representative strictly following the assembly instructions provided with the IKEA Product(s); and
- the Assembly Representative will not make alterations to IKEA Products, except for instances where cutting holes is necessary to accommodate wiring and cables (if required).

The Assembly Representative will not engage in electrical work or install ceiling-mounted lighting, curtain rods, or any other electronic devices (e.g., televisions or sound systems, etc.).

14. Secure-it!

You acknowledge and agree that:

- some IKEA products must be secured to a wall and/or ceiling as part of the Assembly Service. The method of securing, whether anchoring or fixing, will be clearly outlined in the assembly instructions for the relevant IKEA Product(s);
- anchoring or fixing IKEA Products to a wall and/or ceiling will only be undertaken in situations where it is safe to do so;
- certain types of walls and/or ceilings may necessitate Additional Works beyond
 the scope of the Assembly Service. In such cases, the Assembly Representative
 will provide guidance and inform you before opening the IKEA Product(s)
 packaging (see condition 14 of these Terms); and
- if it is determined that anchoring or fixing the IKEA Product(s) to the wall and/or ceiling is not safe, you will be required to sign a service report acknowledging this determination.

If, for any reason:

- you decide not to have the IKEA Product(s) secured to the wall and/or ceiling, or
- you refuse to permit the IKEA Product(s) to be secured to a wall and/or ceiling during the Assembly Appointment;

the Assembly Representative will not be able to complete the Assembly Service.

You agree to allow the Service Provider to take pictures of the secured IKEA Product(s). These pictures will be used for documentation purposes in the service report after the completion of the Assembly Service.

15. **Additional Works**: The price paid for the Assembly Service assumes that a clear and level surface will be available for the IKEA Product(s) to be assembled. If the area for assembly of the Products requires preparation work such as removing skirting boards or architraves, adding additional structures for wall and/or ceiling anchoring, levelling of floors with additional materials or any other work that is not part of the IKEA Product's assembly instructions, it will be "**Additional Works**".

The Assembly Representative may be able to assist you with these Additional Works during the scheduled Assembly Appointment (however this is not guaranteed). Any Additional Works must be agreed directly between the Assembly Representative (on behalf of the Service Provider) and you directly. The fees and any terms applicable to the Additional Works will need to be discussed and agreed prior to, or at the Assembly Appointment as they do not form part of the Assembly Services.

You acknowledge and agree that the Service Provider will be responsible to you for the performance of any Additional Works provided to you in accordance with the Service Provider's applicable terms and conditions. Any concerns or complaints associated with the Additional Works must be addressed to the Assembly Representative or the Service Provider directly. IKEA is not responsible for any concerns or complaints arising from any Additional Works agreed to between the Customer and the Assembly Representative.

- 16. **Missing items:** Where the Assembly Representative identifies that any components are missing from an IKEA Product (excluding where the packaging of the IKEA Product has been opened by the Customer prior to the Assembly Appointment), the Assembly Representative will contact IKEA to rectify the situation while at the Service Location and make arrangements for an alternative Assembly Appointment to complete the Assembly Services (at no additional cost to you).
- 17. **Disposal of packaging:** All packaging will be neatly gathered and placed by the Assembly Representative near your rubbish receptacles at the Assembly Service Location. If, at the time of purchase of the Assembly Services, you have requested for the Service Provider to remove the packaging waste (for an additional fee), the Service Provider will remove all packaging waste and dispose of it on your behalf.
- 18. **Our liability:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees set out in Schedule 2 Australian Consumer Law of the *Competition and Consumer Act 2010* (Cth) (CCA) or

similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).

If the CCA or any other legislation implies a condition, warranty or term into these Terms or provides statutory guarantees in connection with these Terms in respect of goods and services supplied, IKEA's liability for breach of such condition, warranty, or other term or guarantee is limited (at IKEA's election), to the extent it is able to do so, to:

- (a) in the case of supply of IKEA Product(s), IKEA doing any one or more of the following:
 - (i) replacing the IKEA Products or supplying equivalent goods;
 - (ii) repairing the IKEA Products;
 - (iii) paying the cost of replacing the IKEA Products or of acquiring equivalent IKEA Products; and/or
 - (iv) paying the cost of having the IKEA Product(s) repaired; or
- (b) in the case of supply of the Assembly Service(s), IKEA doing either or both of the following:
 - (i) supplying or arranging for the supply of the Assembly Service(s) again; and/or
 - (ii) paying the cost of having the Assembly Service(s) supplied again.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, IKEA (including its respective officers and employees) is not responsible for and excludes:

- (a) any liability (including negligence), loss, damage or expense incurred by you or death or personal injury sustained by you as result of or in connection with:
 - (i) any failure to anchor or restrain any IKEA Product to a wall and/or ceiling as part of the Assembly Service at the Service Location due to your:
 - (A) decision not to accept such service;
 - (B) refusal to permit such service;
 - (C) failure to respond to IKEA or the Service Provider to supply such service to you;
 - (ii) any assembly services in relation to the IKEA Product(s) that are provided or carried out by you or an installer or service provider that is not the Service Provider; or
 - (iii) any additional or supplementary works or services carried out in relation to the IKEA Products by the Service Provider that were not arranged or approved by IKEA (including the Additional Works); and

(b) any Consequential Loss in connection with these Terms or in any way arising out of the supply of the Assembly Service.

For the purpose of these Terms, **Consequential Loss** means any loss or damage which does not naturally or directly result in the ordinary course of events from the breach, action or inaction in question, whether or not a party has been advised of or is aware of that loss or damage, including (but not limited to) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities, any loss of revenue, profit, business, opportunity, goodwill or future reputation.

- 19. **Consumer Guarantees:** Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods or services.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

20. **Privacy:** We collect personal information from you in order for you to be provided the Assembly Services. This personal information will need to be provided to the Service Provider and the Assembly Representative in order for the Assembly Services to be provided to you. IKEA will store, process and use your personal data in accordance with the IKEA <u>Privacy Policy</u>.

You consent to IKEA sharing your personal information with the Service Provider in order for the Assembly Representative to provide the Assembly Services to you.

21. **Contacting us:** In case you have feedback, comments or questions regarding your Assembly Appointment or the Assembly Services, please contact IKEA Australia customer service online at Customer service - how can we help you? (ikea.com) or by phone:

| State / Territory | Contact number |
|-------------------|----------------|
| NSW / ACT | (02) 8020 6641 |
| VIC / TAS | (03) 8523 2154 |
| QLD / NT | (07) 3380 6800 |

| SA | (08) 8234 3333 |
|----|----------------|
| WA | (08) 8234 3944 |

22. **Applicable law and disputes:** These Terms are governed by the law of New South Wales, Australia. IKEA encourages complaints and any disputes to be addressed through IKEA Australia customer service (see condition 20 of these Terms). In the case of any dispute that cannot be resolved by IKEA Australia customer service, each party submits to the non-exclusive jurisdiction of the courts of New South Wales.