



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

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## Definitions

Adult	A natural person aged 18 years or over
Authority to Leave	Express prior authorization of the Customer to leave their order in a "Safe Place" (as defined herein) without requiring a signature (code) or the Customer's presence at the time of delivery.
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
Cancelling	Cancelling the agreement without giving a reason; the Customer receives a full refund
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
Customers	Both Consumers and Businesses that enter into an agreement with IKEA
Exchange	Exchanging a Product for another Product in the IKEA range; the Customer receives a Refund Card
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: - 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; - strikes, lockouts or other social conflicts, including conflicts at the Subcontractor and/or telecommunication / postal services; - A major amendment to the applicable legislation governing the Products offered for sale; the ceasing of the production of Goods by the manufacturer (if the manufacturer is not IKEA).
Gift Card	Magnetic card onto which the Customer or another party can load a sum of money to buy Products
Goods	The physical movable objects that are sold by IKEA (e.g. dinner services, chairs, tables, sofas, kitchenware, etc.)
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: BE03001482440084 and BE86001946145150 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.
Mobile application	IKEA application for download from the online platforms provided for that purpose (e.g. Google Play and App Store) in Belgium



Parcel(s)	small Goods with a maximum weight of 30kg.
Parcel Pick-Up Point	one of the (approximately) 2800 Parcel Pick-Up Points of our external partner Bpost.
Personalised Goods	Goods that are manufactured on the request of the Customer and to the wishes of the Customer (e.g. custom worktop)
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
Refund Card	Magnetic card on which IKEA will load credit as a consequence of the Customer exercising a right of exchange
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)
Safe Place	a secure location at the Customer's delivery address, on the Customer's terrain, that is reasonably concealed from public view and protected from weather, where the Customer's order may be left under an Authority to Leave arrangement
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.)
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
Specific Warranty	Additional warranty offered by the manufacturer or IKEA with a scope and duration that differ depending on the Good offered
Store(s)	IKEA store(s) located in Belgium
Subcontractor	Partnership that delivers Services and/or Goods to the Customers on the instruction of IKEA (e.g. transporters, kitchen installers, etc.)
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
WER	Economic Law Code of Belgium
Website	<a href="http://www.ikea.com/be">www.ikea.com/be</a>

**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 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

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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:

<p>When purchasing in a Store:</p> <ul style="list-style-type: none"> <li>• by immediately taking the Goods home;</li> <li>• by having the Goods (except Parcels) 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 Parcels delivered to a Parcel Pick-up Point in Belgium at a later date and picking up the Parcels there, provided the price of the Parcels is superior to 19,99 € incl. VAT, calculated after all discounts and taxes but before any service charges or delivery fees. Price adjustments due to our New Lower Prices, last chance to buy and time restricted product price offers due to IKEA FAMILY membership apply;</li> <li>• by having the Products delivered by IKEA or its Subcontractor to an address in Belgium as requested by the Customer, provided the price of the Parcels is superior to 19,99 € incl. VAT, calculated after all discounts and taxes but before any service charges or delivery fees.</li> </ul>	<p>when purchasing under a Remote Agreement:</p> <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 Parcels delivered to a Parcel Pick-up Point in Belgium at a later date and picking up the Parcels there, provided the price of the Parcels is superior to 19,99 € incl. VAT, calculated after all discounts and taxes but before any service charges or delivery fees. Price adjustments due to our New Lower Prices, last chance to buy and time restricted product price offers due to IKEA FAMILY membership apply;</li> <li>• by having the Products delivered by IKEA or its Subcontractor to an address in Belgium as requested by the Customer, provided the price of the Parcels is superior to 19,99 € incl. VAT, calculated after all discounts and taxes but before any service charges or delivery fees. Price adjustments due to our New Lower Prices, last chance to buy and time</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.

**2.3.1 Authority to Leave**

IKEA may, at its discretion, activate or deactivate the Authority to Leave service in selected postal codes in Belgium. Where this service is available, Customers will be able to select the 'Authority to Leave' option at checkout. By selecting this option, the Customer expressly authorizes our delivery driver to leave the Customer's order at a Safe Place without requiring a signature (code) or the Customer's presence at the time of delivery. The Customer agrees that once the driver has placed the order in the Safe Place, the delivery will be deemed completed and the risk of loss, theft or damage passes to the Customer. IKEA will not be responsible for any loss, theft or damage that took place after the delivery under the Authority to Leave service has been completed.



Upon arrival at the Customer's delivery address, the driver will in any case ring the doorbell to verify the Customer's presence. If the Customer is indeed not at home, the driver will leave the Customer's order in a Safe Place and take a photo of the order in the Safe Place to confirm its delivery. Any such photos will be used solely to verify delivery and will be handled in accordance with our Privacy Policy, which you can view at [IKEA.be](http://IKEA.be). The only personal data the pictures can include, is the information on the labels. However, if the driver at his/her reasonable discretion decides that no suitable Safe Place is available to leave the order (for example, because the area is not accessible or does not provide adequate security), the driver will return the order to IKEA and the IKEA Customer Service will contact the Customer to arrange for a new delivery date when the Customer will be at home.

For deliveries to flats or buildings with multiple dwellings, only the front door of the building or, provided that the driver is able to lawfully access it, the entrance hall behind the front door shall be deemed suitable Safe Places.

If the Customer has not selected the Authority to Leave option at checkout, the Customer must ensure that someone is present at the delivery address to receive the order at the scheduled time of delivery. If no one is present to receive the delivery and the Customer did not select the Authority to Leave option, the driver will return the order to IKEA and the IKEA Customer Service will contact the Customer to arrange for a new delivery date when the Customer will be at home.

#### **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, Parcel 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 **IKEA Belgium N.V. / S.A.**

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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:

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

3.3.1.2 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:

- 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);
- 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;
- 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);
- 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.

3.3.1.3 Only for Remote Agreements, the Customer brings the Goods and/or the purchase order for the provision of Services to a (Parcel) 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**

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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 (Parcel) 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.

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- 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.

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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 Kitchen Services

A Customer who wants to buy a kitchen from IKEA Belgium NV can, if desired, use services.

### 6.1 Kitchen Planning service

Customers can plan their kitchen themselves using the Kitchen Planner on IKEA, but they can also schedule an appointment with a kitchen specialist. This appointment is free and can take place in-store or remotely via video conference.

If the Customer wishes to use the kitchen installation service, the Customer must make an appointment with an IKEA kitchen specialist.

#### 6.1.1 Before kitchen planning

The Customer can make an appointment at IKEA.be, by telephone or in the store.

If the Customer is not available at the time of the appointment, IKEA requests that the Customer reschedule or cancel the appointment as soon as possible by using the link in the confirmation email or contacting IKEA, so that the time slot becomes available again for other Customers.

If the Customer has made an appointment at least twice previously and failed to show up, IKEA reserves the right to cancel or reschedule the appointment.

To ensure the kitchen planning service runs optimally, an IKEA kitchen specialist can contact the Customer in advance.

#### 6.1.2 The kitchen planning service process

During the kitchen planning service, an IKEA kitchen specialist will create a kitchen plan together with the Customer. This kitchen plan includes: a front, side, and top view of the proposed kitchen in the Kitchen Planner, a detailed overview of the items, and a price estimate for the kitchen (excluding services).

The kitchen plan is based on the accuracy of the measurements provided by the customer. IKEA is not responsible for design errors if the measurements provided by the customer are inaccurate. If the measurements provided by the customer are incomplete or inaccurate at the time of the planning service, IKEA may refuse to proceed with the planning service and ask the customer to reschedule their appointment.

IKEA's kitchen specialists do their best to create your desired kitchen within a reasonable timeframe. However, they must also ensure that the desired kitchen layout complies with industry standards (e.g., safety regulations, ergonomic guidelines, etc.) and must take any operational delays into account. In the event of problems and/or limitations or delays, they will propose alternatives.

#### ***Kitchen planning in the store***

The Customer must report to the kitchen counter 10 minutes before the scheduled start of the appointment.

#### ***Remote kitchen planning***

5 minutes before the scheduled start of the appointment, the Customer must register for the digital meeting by clicking on the link in the confirmation email.

Please note that the call may be recorded and other IKEA co-workers may join the session for quality and training purposes.

The IKEA Kitchen Specialist may stop the meeting at any time if inappropriate language or behavior is detected. IKEA may subsequently refuse a request for a new remote scheduling service and request the Customer to schedule an appointment in the store.



### 6.1.3 After the kitchen planning service

After the planning appointment, it is the Customer's responsibility to review the Kitchen Plan and confirm that the dimensions and measurements entered by the IKEA Kitchen Specialist in the Kitchen Planner are accurate and match the dimensions and measurements provided by the Customer, unless the Customer opts for a measuring service (if available) or an installation service. If the Customer chooses a Kitchen Installation service, these will be checked during the pre-installation visit (see below).

## 6.2 Measurement and/or pre-installation visit service

### 6.2.1 Before the measurement/pre-installation visit

A pre-installation visit is required before ordering a kitchen installation. The cost of this pre-installation visit must be paid in advance by the Customer. In the absence of payment, IKEA may cancel the pre-installation visit.

An IKEA kitchen specialist will, at the customer's request, place the request for the measurement/pre-installation visit. When placing this request, the IKEA kitchen specialist will also schedule a follow-up appointment with the customer after the measurement/pre-installation visit has been completed.

The measurement/pre-installation visit will be carried out by IKEA or by an IKEA Subcontractor; hereinafter the person carrying out the measurement/pre-installation visit will be referred to as the Service Provider.

#### ***Date of the measurement/pre-installation visit***

The date communicated when ordering the pre-installation visit/measurement is an approximate date.

The final date will be confirmed by the Service Provider by email to the email address provided by the Customer, maximum seven days working days after payment of the measurement/pre-installation visit.

If the service date agreed upon by the Customer and the Service Provider no longer suits the Customer, or if the Customer wishes to cancel the service, they must contact IKEA at least five business days before the agreed service date to arrange a new date, subject to availability. The Customer can postpone the date by up to six weeks from the originally scheduled date.

If the date needs to be postponed by more than 6 weeks (from originally scheduled date), the service will be cancelled and refunded.

Services canceled more than 5 business days in advance will be refunded to the original payment method. Services canceled less than 5 business days in advance will be refunded 50%.

#### ***Condition of the room***

Before the survey/preliminary visit, the site must be clean, tidy, safe, wind- and watertight.

The walls should be finished (plastered) and the final floor and ceiling should be in place.

To ensure the safety of the Service Provider and the Customer and their property, there must be unobstructed access and working space for the Service Provider.

If there is still a kitchen on site during the survey/preliminary visit, the Customer must ensure that the countertop is clear, that the utility access points are clear and visible, and that there are no obstacles so that the service provider can carry out all necessary checks and measurements.

### 6.2.2 During the measurement/pre-installation visit

#### ***Customer's Presence***

The Customer (or an authorized adult, see above) must be present during the survey/pre-installation visit, including for access to the site and to answer any questions.

The progress of the measurement/pre-installation visit

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[www.ikea.be](http://www.ikea.be)  
BE 0425 258 688

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On the agreed day and time, the Service Provider will present itself at the location communicated by the Customer to IKEA when placing the order.

The Service Provider will assess the space based on the quote and plan drawn up by IKEA .

The Service Provider will assess the quote and plan prepared by IKEA based on the Customer's space.

Any necessary adjustments to the plan and/or quote will be communicated to IKEA by the service provider. Any necessary adjustments to the space will be communicated verbally to the Customer and confirmed in the report (see below) that will be provided to the Customer.

If the conditions stated in the "condition of the room" section are not met on the scheduled date of the measurement/pre - installation visit, IKEA reserves the right to cancel the appointment and refund 50%. In this case, the customer will have to request and pay for a new measurement/pre-installation visit.

### **6.2.3 After the measurement/pre-installation visit**

#### ***The report of the survey/pre-installation visit***

At the end of the service, the Service Provider will ask the Customer to sign a confirmation of the service.

After the measurement/preliminary visit, the Service Provider prepares the report. The report contains the Service Provider's findings and recommendations. This report is provided to IKEA for the further steps of the kitchen purchase and to the Customer, no later than at the follow-up appointment. with IKEA.

#### ***After the service***

If the original IKEA kitchen plan needs to be significantly revised or replanned because the measurements provided during the kitchen planning process differ from the results of the measurement/preliminary visit, IKEA reserves the right to ask the customer to create a new IKEA kitchen plan and request a new preliminary visit. This preliminary visit will be at the customer's expense.

If the customer requests major changes to the kitchen plan or installation after the measurement/preliminary visit has been completed, IKEA reserves the right to request a new measurement/preliminary visit. This service will also be at the customer's expense.

### **6.2.4 Other**

By paying for the measurement/pre-installation visit, the Customer acknowledges and accepts IKEA 's general terms and conditions.

## **6.3 The Kitchen Installation**

If the customer wishes , they can order the installation of their kitchen from IKEA . This kitchen installation and related services will be carried out by IKEA or an IKEA subcontractor on behalf of IKEA. An IKEA kitchen specialist will submit the kitchen installation request at the customer's request.

The kitchen installation will be carried out by IKEA or a Subcontractor of IKEA , hereinafter the executor of the kitchen installation will be referred to as the Service Provider.

Installing a kitchen requires a correct and accurate kitchen plan. Placing an order for a kitchen installation service is only possible after a pre-installation visit.

### **6.3.1 Before kitchen installation**

#### ***Date and time of kitchen installation***

When placing your order, you pay for the entire kitchen, including delivery and installation service. A preliminary installation date

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is also agreed upon. This date is approximate and may be adjusted by IKEA.

The final date will be confirmed by the Service Provider to the Customer by email to the email address provided by the Customer, maximum 15 working days (3 weeks) after payment for the kitchen installation.

If the service date agreed upon by the Customer and the service provider no longer suits the Customer, or if the Customer wishes to cancel the service, the Customer must contact IKEA at least five business days before the agreed date to arrange a new date, subject to availability. The date can be delayed by a maximum of 12 weeks, starting from the originally scheduled installation date. If the kitchen installation is postponed by more than 12 weeks, the order will be canceled, and the Customer will have to place a new order.

Services canceled more than 5 business days in advance will be refunded to the original payment method. Services canceled less than 5 business days in advance will be refunded 50%.

IKEA will do its best to create the desired kitchen within a reasonable timeframe. However, they must also consider any operational delays. In the event of problems and/or limitations or delays, IKEA or the Service Provider will contact the Customer to reach an agreement.

### ***The Yard***

The goods to be installed will be delivered by an IKEA Subcontractor to the Customer's specified address before the scheduled kitchen installation date. The expected delivery date is determined by mutual agreement with the customer at the time of the order. The general terms and conditions of Chapter 2 apply.

The Customer must ensure that these are stored in a dry and clean space next to the Site so that the Service Provider can install the kitchen smoothly.

IKEA insists that the kitchen can be installed at a site that fully complies, on the one hand, with the specific kitchen plan drawn up and, on the other hand, with the usual technical requirements for proper installation, including finishing, accessibility, and utilities for such an installation. For example, the site must be clear and windproof, the walls and floor must be completely dry, straight and level, the utilities must be adapted to meet the requirements in the 'overview of technical requirements for kitchen installation' document that was provided to the Customer by the IKEA kitchen specialist, and any comments from the Service Provider in the pre-installation visit report must also be taken into account.

If the Yard does not meet all of the conditions listed above, IKEA and the Service Provider reserve the right, but are not obligated to do so, to refuse or suspend the work in whole or in part until the conditions are met. In that case, the Customer will owe IKEA a lump sum compensation equal to 50% of the total price of the kitchen installation (excluding 21% VAT).

While the home service provider will do their best to minimize disruption during installation, the customer can expect some inconvenience for the duration of the kitchen installation. IKEA and/or its subcontractors are in no way liable for any adverse consequences and/or costs.

### **6.3.2 During the kitchen installation**

#### ***Customer's Presence***

The Customer (or an authorized Adult) must be present at the start and completion of the kitchen installation, including for access to the Site and signing the report (see below).

The Customer (or an authorized Adult) must be available for any questions throughout the entire kitchen installation process.

#### ***Course and contents of the kitchen installation***

On the agreed day and time, the Service Provider will present itself at the location communicated by the Customer to IKEA when placing the order.

To allow the Service Provider easy access to the equipment in their van, the Customer must provide a 15-meter-long parking space within a maximum of 25 meters of the front door. The Service Provider may refuse service if this is not in order upon arrival.



To ensure the safety of the Service Provider and the Customer, there must be unobstructed access and working space for the Service Provider. IKEA and/or its Subcontractors are in no way liable for any adverse consequences and/or costs.

If access to the site does not meet the aforementioned conditions, IKEA and the Service Provider reserve the right, but are not obligated to do so, to refuse or suspend the work in whole or in part until the conditions are met. In that case, the Customer will owe IKEA a fixed compensation equal to 50% of the total price of the kitchen installation (excluding 21% VAT). The Service Provider may refuse the service if this is not in order upon arrival.

The Service Provider will:

- Assemble the IKEA products, position them in the room, and attach them as described in the plan. This may include: rails, legs, spacers, cabinets, interior fittings, doors, drawers, handles, cover panels, decorative moldings, crown molding, pre-cut laminate, and wooden countertops.
- Install IKEA kitchen cabinet lighting with cord management (no wiring, plug only).
- Install and connect the appliances supplied by IKEA (provided the utilities are compliant). Non-IKEA appliances can be installed as an additional cost; see below.
- Fill the joints and finish recesses
- Ensure the site is tidy and clean and is left free of waste (packaging). Removal of construction waste is not included and is the responsibility of the Customer.

#### **Additional work**

Additional work refers to services, materials, and labor that fall outside the scope of work specified for IKEA kitchen installations for IKEA customers. Additional work is not included in the cost of the IKEA kitchen installation service.

All agreements made between the Customer and an IKEA Subcontractor for the request of any additional work shall be considered a private agreement between the Customer and the IKEA Subcontractor, independent of IKEA. IKEA shall not be liable for any additional work that falls outside the scope of work agreed upon with the Customer. IKEA makes no representations or guarantees regarding additional work, nor will IKEA provide any support whatsoever in the coordination, management, payment, or execution of additional work. IKEA assumes no liability for any damages, liabilities, costs, actions, or proceedings of any kind arising from the completion of additional work.

If IKEA provides information about prices and conditions for additional work, these are purely indicative and are entirely without obligation.

### **6.3.3 After the kitchen installation**

#### ***The kitchen installation report***

Upon completion of the kitchen installation, the subcontractor will review the handover report with the Customer. This report will be signed by both parties. If the Customer fails to be present (or at least represented), the handover report will be prepared and signed by the installer. This handover report will serve as conclusive proof of the handover and the factual elements included in the handover report.

The Service Provider will do their best to finish the kitchen from the first attempt. If this is not possible due to circumstances, this will be noted in the delivery report. IKEA will contact the Customer after installation and make arrangements for the finishing touches.

#### **VAT**

Under certain conditions established by law, a Belgian customer may benefit from a reduced VAT rate (6% instead of 21%). Meeting the conditions for benefiting from this rate is the customer's sole responsibility.

Until payment is made, the standard rate (21%) will be applied. If requested, an adjustment will be made for goods and services eligible for the reduced rate (6%). Upon receipt of the complete documents, the difference will be refunded to the customer by bank transfer (cash payments are not accepted) within 10 weeks.



The Customer must submit the application within 3 years of purchasing the kitchen installation.

**Other**

By paying for the kitchen installation, the Customer acknowledges and accepts IKEA's general terms and conditions.

**7 Privacy**

<https://www.ikea.com/be/en/customer-service/privacy-policy/>

**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 Mobile Application of IKEA – limitation of liability.**

The Products are presented and described as faithfully as possible on the Website and in the Mobile Application. 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 or in the Mobile Application. Inclusion on the Website or in the Mobile Application does not mean that a Product is available everywhere at all times.

The Website and the Mobile Application are the intellectual property of IKEA. Nothing on the Website or in the Mobile Application 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 two (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 20:00 Monday to Saturday (21:00 on Friday):

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

### **9.2 Consumer Mediation Service**

If the Consumer has tried to resolve the dispute with IKEA directly without success, the Consumer may file the unresolved dispute or complaint to the independent public service of Consumer Mediation Service. The Consumer can file a reconciliation



request free of charge on the online platform <https://consumerombudsman.be/en>.

### 9.3 Online Dispute Resolution (ODR)

For claims connected with purchases made through the Website or the Mobile Application, the Consumer can 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: 2026-03-16