

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SECOND-HAND IKEA ITEMS BY IKEA

This document regulates the General Terms and Conditions applicable to the purchase, by "IKEA IBÉRICA S.A." with CIF (tax ID number) A-28812618 and registered address at Avenida Matapiñonera 9, 28703, San Sebastián de los Reyes, Madrid, Spain ("IKEA" or the "BUYER"), of second-hand items owned by an individual (the "SELLER"). IKEA owns the microsite on which the service that is regulated by these terms and conditions is made available.

The service through which IKEA purchases second-hand IKEA items is regulated by terms and conditions detailed across several documents. To this end, any documents that the Parties may agree to and formalise in relation to the purchase and sale of secondhand IKEA items constitute an integral and inseparable part of these terms and conditions. The SELLER declares that they have the necessary and sufficient legal capacity to use this service in accordance with the General Terms and Conditions set out herein, which they have read, understand and accept in whole. Similarly, they consent to be bound by these General Terms and Conditions as well as by the Terms of Use, the Privacy Policy and the Cookie Policy.

IKEA may modify, at any time and without prior notice, these General Terms and Conditions for the Purchase of Second-hand Items, as well as the Terms of Use, the Privacy Policy and the Cookie Policy, by publishing these modifications on the IKEA website, in order to make them known, and so that the SELLER may read them carefully each time they access the IKEA website. The SELLER accepts that these General Terms and Conditions for Purchasing Second-hand Items, the Terms of Use, the Privacy Policy and the Cookie Policy, which are available on the website at all times, will apply, and that their acceptance is a prerequisite for using this service. IKEA assumes no liability for any damage or harm that may be caused by exercising this authority. The Terms of Use, the Privacy Policy and the Cookie Policy can be accessed at the following links:

<https://www.ikea.com/es/es/customer-service/terms-conditions/terminos-condiciones-webpub417ec831> <https://www.ikea.com/es/es/customer-service/privacy-policy/>

SCOPE OF APPLICATION: this service is only available to persons acting as private individuals and, as such, these terms and conditions are also only applicable to persons acting as private individuals. In all cases, companies, self-employed persons, and any other entities under public or private law are excluded. The SELLER declares that no invoice has been issued for the purchase of the products offered.

GEOGRAPHICAL SCOPE: SELLERS may carry out a prior valuation, which IKEA will not be legally obligated to uphold, for the sale of their IKEA items on the microsite accessible via this link:

<https://www.ikea.com/es/es/customer-service/services/buy-back-resell/>

These terms and conditions apply exclusively to mainland Spain; as such, the Canary Islands, Balearic Islands, Ceuta and Melilla are excluded. Furthermore, the in-person delivery of IKEA items to be

purchased to a physical store will be solely and exclusively to IKEA stores in mainland Spain, a list of which will be available at all times on the microsite accessible via the following link:

<https://www.ikea.com/es/es/customer-service/services/buy-back-resell/compramos-tusmuebles-usados-pub8705f470>

SELLER IDENTIFICATION, DECLARATION AND GUARANTEES IN RELATION TO THE PRODUCTS

OFFERED FOR SALE: the SELLER guarantees that:

- The information required of and regarding the SELLER, and provided by the same, is true, accurate, their own, up-to-date and complete in every respect.
- They will notify IKEA of any change to their personal information.
- They will not impersonate any other person or entity, nor use a false name, or a name or email address other than their own.

The SELLER declares, under liability: (i) that they are the owner of the products in question; (ii) that they acquired the products legally in Spain; (iii) and/or imported the products in accordance with Spanish law; (iv) that the products are freely available to them and, as such, they are able to sell the products; (v) that the products are original, meaning that they do not constitute a falsification, duplication, copy or imitation of the original product and, therefore, do not violate any applicable industrial or intellectual property laws; (vi) that they are free of any charges or encumbrances; and (vii) that they are unaffected by any liens or repossessions; and (viii) that such products have not been previously acquired in the IKEA as-is section (Circular Hub).

SECOND-HAND IKEA PRODUCTS OFFER: the SELLER must access the portal <https://www.ikea.com/es/en/customer-service/services/buy-back-resell/sell-us-the-ikea-furniture-you-no-longer-need-pub8705f470/> and carry out a prior valuation of the current value of the IKEA items that they intend to sell, depending on their condition, to be able to offer IKEA their second-hand items.

The SELLER may offer certain models of IKEA drawer units, chests of drawers, tables, chairs, display cabinets, desks, shelving units and wardrobes for sale on the aforementioned microsite. To do so, the SELLER shall select the item that they wish to sell, within the product range made available and specified for this purpose by IKEA. The SELLER may not offer for sale any product that does not fall within the product models stipulated by IKEA on its microsite for this service.

The SELLER shall then specify the item's condition: i) Like-new (no scratches), ii) Very good (minor scratches) or iii) Well used (several scratches). The SELLER may not offer for sale any items that are in a condition worse than the three made available. As such, if the item has more than several scratches or signs of use, it will not, in any case, be allowed to be offered for sale to IKEA.

The SELLER may offer for sale, and therefore use the estimation tool to generate a valuation for, however many items they wish to sell, with no limit in terms of quantity; however, the SELLER should

be aware that for each item, a corresponding purchase and sale agreement will be formalised, where applicable, that will be specific to each of the products in question.

The valuation through the aforementioned microsite made available for the SELLER to offer secondhand IKEA products for purchase by IKEA is generated based on the information provided by the SELLER. Accordingly, the SELLER is hereby informed that the valuation that is shown to the SELLER on the microsite does not, in any case, constitute a legal obligation on the part of IKEA, neither as regards the purchase of the goods nor the price of the same. The valuation obtained by this means is merely a non-binding estimation on the part of IKEA. IKEA therefore has the power to perform a valuation of the item at a physical IKEA store, in accordance with the stipulations set out in the following section.

PHYSICAL VALUATION OF ITEMS BY IKEA AND DETERMINATION OF PRICE: once the valuation of the IKEA item is carried out on the microsite, the SELLER shall go to the Customer Service area of a physical IKEA store, in accordance with the provisions of the "GEOGRAPHICAL SCOPE" section of these terms and conditions, so that IKEA can verify the offer made by the SELLER, value the item, and formalise, where applicable, the corresponding purchase and sale agreement which, in all cases, will be contingent upon the physical verification and final valuation of the product by IKEA.

The SELLER must go to a physical IKEA store within a maximum of 15 calendar days, counted from the day on which the valuation is generated on the microsite. Once this period has elapsed, if the SELLER has not gone to an IKEA store, the SELLER will have to generate a new valuation on the microsite. In the event that the SELLER visits an IKEA store after the aforementioned period has elapsed, IKEA may decline to purchase the item in question.

The SELLER guarantees that the item subject to the offer was acquired at IKEA legally, that the product has not been modified in any way, and that its characteristics therefore match those of the original. As such, IKEA also reserves right of admission with regard to any items in the event of suspected fraud. Items previously acquired, either by the SELLER or any other natural or legal person, in the IKEA as-is section (Circular Hub), are expressly excluded from this service. Moreover, incomplete products or any consumable materials, pieces, components or accessories that do not constitute a product itself, such as hinges, doors, drawer fronts, table underframes, shelves and similar, are expressly excluded from this service.

The items must be fully assembled and in a good and clean condition, and must not pose a danger of any kind to people (examples of danger include, but are not limited to, stability issues, broken glass components, worn pieces, notches or damage, missing original paint, breakage of any part of the product, dirtiness, etc.). Likewise, items must include the original IKEA adhesive label, which can usually be found inside or underneath the IKEA product. By way of example, an image of the label is included below:



Moreover, items must have been used solely and exclusively for domestic purposes. Products offered that have been used for commercial or professional purposes will not be accepted.

IKEA will carry out a valuation of the item based on its potential for resale and the current condition of the item, in accordance with the requirements set out in these terms and conditions, and will assign, where appropriate, a final price to the item, which will be communicated to the SELLER at the time. IKEA will not accept any modification to the price on the part of the SELLER. Delivery of the item will be considered acceptance of the price offered. The final price of the product cannot match the current market price of the items or the price at which it was purchased originally by the now SELLER, since these are second-hand items that have depreciated in value due to use and wear and tear.

The cost of travelling to the physical store for the valuation of the item and, where applicable, its purchase by IKEA will be borne by the SELLER. IKEA may not be held liable for any processes as regards the transportation, loading or unloading of the products that the SELLER offers to IKEA, or for any costs in respect of the products that the customer has incurred. The transaction is subject, in all cases, to compliance with these terms and conditions and the final verification performed by the store once each product is physically delivered.

The SELLER, at their own expense and risk, will be responsible for the transportation of items that have been checked at the IKEA store and rejected. If the SELLER decides to leave the item at the store after it has been rejected, IKEA will assume ownership of said item from the time that the SELLER leaves the IKEA store, with no compensation being due to the SELLER and with IKEA reserving the right to destroy the product. The SELLER may not, in any case, bring non-IKEA products or IKEA products that have been modified, to an IKEA store, no matter the nature of such modification. Such items will not be purchased by IKEA under any circumstances.

PURCHASE AND SALE OF THE SECOND-HAND IKEA ITEM: in the event that IKEA accepts the sale, and once the SELLER agrees to the assigned price, IKEA and the SELLER shall formalise a purchase and sale agreement for the item in a digital format, the template for which will be provided by IKEA at that time. The SELLER must provide IKEA with a document certifying their identity (DNI [Documento Nacional de Identidad — Spanish national identity card]) for the purposes of formalising and executing said agreement. The SELLER shall deliver the item to IKEA, and the price agreed upon shall be paid by IKEA to the SELLER by means of an IKEA gift card, which will be issued with the offered amount once the purchase and sale agreement is formalised in writing.

Pursuant to Law 11/2021 of 9 July on measures to prevent and combat tax fraud, the amount on the card to be given to the SELLER may not, in any case, amount to or exceed EUR 1,000. Therefore, the SELLER may only offer and sell to IKEA, through the formalisation of the corresponding purchase and sale agreement, items amounting to a total of no more than EUR 999.00. In addition, the SELLER is hereby informed that they may not use it to make full or partial payment for purchases equal to or exceeding EUR 1,000.

The execution of the purchase and sale in no way affects the SELLER's responsibility to ensure that the product subject to the transaction is compliant with the applicable standards and that its use by any other consumers does not pose a risk.

ACCEPTANCE OF ITEMS OFFERED AND DELIVERY: in all cases, IKEA reserves the right to reject, at its sole discretion, products that, upon examination in store: do not match the description given online; are not IKEA products indicated by IKEA as eligible for this service; are not original products, or have been modified; were not legally acquired by the SELLER; have a different or worse level of wear than that declared by the SELLER during the online valuation process; upon delivery to the store are in a condition that does not meet the stipulated requirements; have been previously acquired in the IKEA as-is section (Circular Hub); are incomplete or consist of consumable materials, pieces, components or accessories that do not constitute a product itself (such as hinges, doors, drawer fronts, table underframes, shelves and similar); do not include the original IKEA adhesive label; do not comply with any of the terms and conditions set out in this document; or for any other reason; and IKEA is under no obligation to purchase the product in question. Furthermore, IKEA reserves the right to reject those items with respect to which there is an outstanding claim against IKEA lodged with any consumer body, arbitration board, extrajudicial dispute resolution body, court or tribunal. IKEA will not accept any items with respect to which it has communicated to its users any type of incident in relation to its sale.

In any case, the decision to purchase the product will ultimately fall to IKEA, depending on the product offered, its condition or degree of wear, and compliance with the rest of the terms and conditions set out in this document. The SELLER may not, in any case, lodge a claim against IKEA for any amount, damages or loss arising from its final decision not to buy the product.

Once an item offered by the SELLER has been rejected, it may not be sent for valuation by IKEA again.

TERMS OF USE FOR IKEA GIFT CARD: once the Gift Card has been given to the SELLER, IKEA may not be held liable for any use, theft or loss thereof, or any damage thereto. In this respect, the SELLER shall be subject to the Gift Card Terms of Use set out on the website:

<https://www.ikea.com/es/es/customer-service/ikea-gift-cards-pub4423c690>

The Gift Card allows you to purchase any IKEA item on sale at any physical IKEA store on the Spanish mainland and online, thereby excluding the Canary Islands, the Balearic Islands, Ceuta and Melilla. In addition, it can be used in the following countries:

Australia*	Germany	Portugal
Austria	Hungary	Russia
Belgium	Italy	Slovakia
Canada	Ireland	Spain**
Czech republic	Japan	Sweden
Denmark	Netherlands	Switzerland
Finland	Norway	United Kingdom
France	Poland	USA

*except the stores Adelaide, Perth

**except the stores Lanzarote, Tenerife, Mallorca, Gran Canaria

The SELLER may view the available balance on the Gift Card in the countries specified.

The amount on this card may not be used to settle outstanding balances, including financed purchases, and it may not be exchanged for cash. The Gift Card cannot be topped up.

The IKEA Gift Card is considered the same as cash. The "IKEA Exchange and Return Policy" does not apply to this Gift Card; as such, it cannot be returned, reimbursed or exchanged for cash under any circumstances. The Gift Card can be used as many times as desired, until the total amount for which it was issued runs out. If, when making a purchase with a Gift Card, the amount of the purchase exceeds the balance available on the card, the difference may be paid via any payment method accepted at IKEA stores. The legally established limits on cash payments, applicable at any given time, will also apply to purchases. When products purchased using the Gift Card are returned, the refund will be issued by means of a new Gift Card with the available balance.

The Gift Card is a bearer instrument. The holder of the Gift Card is solely responsible for its use and safe-keeping. The Gift Card will not be replaced, nor will the remaining balance be refunded in the event that it is stolen, lost, mislaid or damaged, and IKEA may not be held responsible for any purchases made.

Gift Cards originally obtained through unlawful means will be invalid and may not be used to purchase goods, and no refunds will be given for the amount corresponding to them. The Card may not be used for advertising purposes or to promote products or services marketed by third parties external to the issuer of this Gift Card, unless prior authorisation to do so is given by IKEA in writing.

The acquisition and/or use of the Gift Card implies the full acceptance, at all times, of these general terms and conditions, which can be consulted in IKEA stores and at <https://www.ikea.com/es/en/customer-service/ikea-gift-cards-pub4423c690>

INDEMNITY: the SELLER undertakes to hold IKEA, its employees and agents harmless from any claims, actions, suits or penalties, including but not limited to losses and damages and legal fees, arising in relation to the products delivered in relation to this service, or arising as a result of non-compliance by the SELLER with the provisions set out in this document and any other terms and conditions that regulate this service.

The SELLER assumes responsibility for any damages or costs that IKEA has to assume as a result of the purchase and sale; and provides IKEA with a guarantee that the SELLER owns the property rights of the items in question, and that these items are suitable for resale to third parties by IKEA.

RESPONSIBILITY: IKEA assumes no responsibility for information that is published anywhere other than the website made available for this service and that is not managed directly by our webmaster.

IKEA may not, in any case, be held responsible for any complaints, claims, actions, suits, penalties, damages or losses that arise in relation to or as a result of incorrect, erroneous or false information provided by the SELLER regarding the product during the online valuation process for the item subject to the offer.

DATA PROTECTION: IKEA IBÉRICA, S.A.U. will be responsible for the SELLER's personal data collected by IKEA for the purchase of second-hand items. The purpose of processing this data is the execution of an agreement, i.e. to manage the purchase by IKEA of the products offered by the SELLER. The legitimate basis for the processing is the existence of an agreement between the Parties. The data provided by the SELLER will be retained for as long as is necessary for the purposes of ensuring compliance with legal obligations incumbent on IKEA.

Personal data may be transferred to the corresponding Tax Authority in order to comply with legal obligations and will not be transferred outside Spain.

The SELLER may exercise their rights under Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and the guarantee of digital rights at the registered office of IKEA via the form available at this link: <https://www.ikea.com/es/en/customer-service/privacy-policy/>. IKEA has appointed a Data Protection Officer who the SELLER can contact via email at tusdatos@ikea.com

INTELLECTUAL AND INDUSTRIAL PROPERTY: any trademarks, trade names or distinguishing signs of any kind that appear on the website, on the products and in email address are the property of IKEA, and use or access to these does not assign the SELLER any rights of any kind to them.

INVALIDITY: The declaration of any of these terms and conditions as null, invalid or ineffective will not affect the validity or legal effectiveness of the remaining terms and conditions. Should any of the Parties, at any time, waive the need for compliance with any of the terms and conditions stipulated, this will not constitute a general waiver of the need for compliance with any other terms or conditions, nor will it create an acquired right for another Party.

JURISDICTION: any discrepancies that may arise in relation to the interpretation of and/or compliance with these terms and conditions shall be resolved in accordance with Spanish law and any disputes shall be settled before the Courts in the jurisdiction in which the SELLER is domiciled.

