

# General Terms & Conditions for Corporate Customers in case of Payment by Bank Transfer

# **Introductory Provisions**

These General Terms & Conditions ("GTC" herein after) of IKEA Lakberendezési Kft. (registered seat: 1148 Budapest, Örs vezér sqr. 22., Hungary, registered by the Metropolitan Court of Budapest under the registration number of: 01-09-162734, tax number: 10731084-2-44 (hereinafter "IKEA") which GTC relates for Payment by bank become effective 29th of May 2024 replacing the former version of these conditions.

Opening a Customer, or the use of any service of IKEA, constitutes an integral part of these Terms and Conditions for every service, as well as the contract formed based on it. IKEA reserves the right to change and modify the provisions of these Terms and Conditions at its discretion. Changes to the Terms and Conditions become effective and applicable upon publication on the IKEA website.

These Terms and Conditions are also available on the IKEA website (https://www.ikea.com/hu/hu/customer-service/terms-conditions/) and will be sent to the Customer when ordering goods and services. By placing an order via email or any other means, the Customer accepts the provisions of these Terms and Conditions. If the Customer does not accept any provision of the Terms and Conditions, they are not entitled to use or purchase IKEA services.

IKEA reserves the right to modify its obligations and statements, especially in cases of obvious printing or other errors.

The Customer acknowledges that the availability of products depends on availability. IKEA reserves the right to cease the sale of products due to unavoidable external reasons, unexpected problems, production or material shortages, or unilaterally cancel products from the Customer's submitted order.

### **Corporate Customer**

Corporate Customers include entrepreneurs, meaning individuals who are not considered consumers (including legal entities, companies registered in the company registry, sole traders, non-profit organizations, etc., as well as all operators who conduct activities in their own name and at their own risk, in return for remuneration), who purchase IKEA products or services (hereinafter: "Customer"). The actions and statements of a natural person acting on behalf of the Customer shall be considered the actions and statements of the Customer.

### Information

By opening a customer account, the Customer, who is not considered a consumer and submits the order, acknowledges that they have read the present Terms and Conditions, as well as the provisions of the Data Privacy Notice, and expressly accepts them in their current wording at the time of service use.

The Customer acknowledges that the Company is the exclusive distributor of IKEA's range, and the Company is not entitled to sell or distribute IKEA products/services for resale or leasing (wholesale) purposes to third parties either within the territory of Hungary or abroad. By placing the order, the Customer confirms and declares that the IKEA product(s)/services being purchased for the offer are exclusively for their own use, and that they will remain the end user of the product(s)/services and will not involve them in their own business activities in a manner that involves the transfer of the product to a third party, especially for resale or leasing purposes.

By purchasing the products/services specified in the IKEA offer, the Customer does not become entitled to use the trademarks, business names, logos, etc., of the Company or the entrepreneurs in contractual relations with it. The Customer shall be fully liable for any damages caused by the violation of these Terms and Conditions, especially this section.

# The services of the IKEA Business department

Customers can avail themselves of the IKEA Business department's services throughout the entire purchasing process.

Customers have the opportunity to order various services, including the use of interior design consultants for office furnishing, ordering selected products via email using the shopping list available on the www.ikea.hu website, as well as ordering the collection and delivery of ordered goods, subject to the conditions posted on the https://www.ikea.com/hu/hu/ikeabusiness/ page.

The fees for these services are determined in accordance with the current price list.

The price list is available on the www.ikea.hu website.

In addition to the contractual relationship established by opening a customer account, the order of goods establishes a delivery (sales) contract, and the order of services establishes a service contract between the Customer and IKEA, which, based on this contractual relationship, is in Hungarian and is subject to Hungarian law and the provisions of these Terms and Conditions.

# The ordering process

Customers can place their orders for IKEA services through the following methods:

- In person at any of our stores
- Online
- Via email to <u>ikea.business.hu@ikea.com</u>

The Company is not bound by the Customer's order until the full purchase price and other costs (including delivery costs) have been paid by the Customer.

The confirmation of the order and the invoice for the order will be sent to the Customer by an IKEA employee. After payment of the order, the Customer is not entitled to modify, amend, or withdraw the order. Upon confirmation of the Customer's order, IKEA is



entitled, in accordance with the above, to debit the full purchase price and other costs from the customer's account and to confirm the order.

# Special rules for ordering via email

When ordering via email, the following additional rules apply:

The Customer must specify the following in the order:

- the IKEA Business Network digital card number (QR code)
- the name of the product, its article number, and quantity (this section can be fulfilled by sending the IKEA shopping list),
- the delivery location within the territory of Hungary if delivery is required, or the name of the preferred store for in-store pickup,

any other requested services for corporate customers, if applicable.

#### **Extra Order**

An extra order is defined as an order that exceeds the available domestic warehouse stock at the time of placing the order with IKEA. In the case of an extra order, following the settlement of the prices for the products and services, IKEA will place an order for the necessary quantity from its European Central Warehouse. After settling the purchase price, the Customer cannot cancel their order. In the case of an extra order, IKEA does not provide the option of a 365-day return policy for the products.

# **Terms of Payment**

Customer can settle the price of goods and services either by bank transfer or in-person payment in the following manner:

# **Payment Terms for Bank Transfer Purchases**

For purchases via bank transfer, the Customer, in compliance with current legal requirements, will receive an invoice (tax receipt) confirming successful payment to the email address provided on the registration form.

The Customer is obliged to transfer the total amount of the goods and services, as indicated on the invoice issued by IKEA, to the account of IKEA UniCredit Bank Zrt. (hereinafter: 'Customer's account'). IKEA guarantees that the prices specified on the invoice will not increase for 30 days from the issuance of the invoice. Due to possible changes in product categories, resulting from the cessation or suspension of production or sale of certain products, IKEA cannot guarantee the availability of products. Payment by bank transfer does not automatically reserve the product. In the case of bank transfer purchases, the Customer must pay the full amount of the order by transfer, during which IKEA credit cards, vouchers, and gift cards cannot be used. The amount on the customer's account can be used to pay for all goods and services, except for purchases in the restaurant, bistro, and Swedish Food Market. Processing bank transfers and payments takes at least four business days for a specific customer account.

# **In-Person Payment:**

a) In IKEA stores, in-person purchases via bank transfer are charged to the customer's account.

The Customer receives a balance confirmation (hereinafter: 'accompanying letter') at the IKEA for **Terms of Payment** 

Customer can settle the price of goods and services either by bank transfer or in-person payment in the following manner:

### **Payment Terms for Bank Transfer Purchases**

For purchases via bank transfer, the Customer, in compliance with current legal requirements, will receive an invoice (tax receipt) confirming successful payment to the email address provided on the registration form.

The Customer is obliged to transfer the total amount of the goods and services, as indicated on the invoice issued by IKEA, to the account of IKEA UniCredit Bank Zrt. (hereinafter: 'Customer's account'). IKEA guarantees that the prices specified on the invoice will not increase for 30 days from the issuance of the invoice. Due to possible changes in product categories, resulting from the cessation or suspension of production or sale of certain products, IKEA cannot guarantee the availability of products. Payment by bank transfer does not automatically reserve the product. In the case of bank transfer purchases, the Customer must pay the full amount of the order by transfer, during which IKEA credit cards, vouchers, and gift cards cannot be used. The amount on the customer's account can be used to pay for all goods and services, except for purchases in the restaurant, bistro, and Swedish Food Market. Processing bank transfers and payments takes at least four business days for a specific customer account.

# **In-Person Payment:**

# a) In IKEA stores, in-person purchases via bank transfer are charged to the customer's account.

The Customer receives a balance confirmation (hereinafter: 'accompanying letter') from the coworker of the IKEA Business department. The Customer is required to present the accompanying letter to the cashier for payment. After payment, the Customer receives the original copy of the receipt (marked "Not a tax receipt"). In compliance with current legal requirements, the Customer will receive an invoice (tax receipt) to the email address provided on the registration form.

# b) In IKEA stores without using a customer account:

In-person purchases can be made without using a customer account, where the Customer can pay in cash (the maximum amount for cash payments is the equivalent of up to 1.5 million HUF per month per contract), or by credit card, IKEA credit card, voucher, or gift card.

# Terms of Use of the Customer Account

The condition for using the Customer Account is that the Customer must submit the following documents:

Completed registration form,



- Valid certificate of registration issued by the competent registry court/authority regarding the registration of the company or any other official document confirming the Customer's registration and operation,
- Copy of the signature specimen of the executive officer and/or a written authorization issued to the person representing the company,
- In addition to the above, IKEA reserves the right to require the submission of any other document necessary to prove and verify the existence and lawful operation of the Customer.

The Customer is obliged to promptly inform IKEA of any changes in the company data provided by the Customer and any changes in the natural person acting on behalf of the Customer. IKEA is not responsible for errors resulting from failure to notify.

In the absence of contrary provisions, there is no expiration date for the customer account. IKEA is not responsible for any potential external abuses related to the Customer's account.

### Shopping by e-mail

When ordering goods via email, additional rules are applicable. The Customer must include the following in the order:

- The IKEA Business Network digital card number (QR code),
- Product names, item numbers and quantities (when using the IKEA shopping list, this step is automated),
- · Specify the delivery location within Hungary,
- Any other corporate customer services the Customer wishes to use, if applicable.

The Customer can modify or amend their order until the order confirmation is received. The Customer's order is not binding on IKEA until the full purchase price and other costs (including delivery costs) are paid by the Customer. The order confirmation and the corresponding invoice will be sent to the Customer by an IKEA employee, which the Customer must confirm within 24 hours. After the order confirmation, the Customer cannot cancel the order. Upon confirmation of the Customer's order, IKEA is entitled, in accordance with the above, to debit the full purchase price and other costs from the customer's account and confirm the order. The language of the concluded contract is Hungarian.

### **Terms of Guarantee**

The general warranty for the purchase of goods or the use of IKEA services for entrepreneurial purposes is regulated by the Civil Code. IKEA provides a 24-month warranty period from the date of purchase of the goods, except for products intended for public and office use, for which IKEA may provide a longer, individually determined, product-specific warranty period. The warranty period starts from the date of receipt of the product by the Customer.

### 365-day returns

The Customer could exercise the 365-day return policy, except if the Customer paid based on an invoice for an extra order during the ordering process. In the case of an extra order, IKEA does not provide the 365-day return option. In case of a complaint, the

Customer is required to present the purchase receipt of the product. Further information on returning goods is available on the www.IKEA.hu website.

IKEA refunds the amount paid by the Customer in the same manner as the payment was made by the Customer.

### Return of payment instruments

If the Customer does not wish to use the funds on the Customer's account, the Customer must indicate his/her intention to return the funds in writing by sending a letter containing the digital card number (QR code) to ikea.business.hu@ikea.com. IKEA will refund the amount requested by the Customer to the bank account indicated in the registration form.

#### Cancellation of the customer account

The Customer may cancel the customer account by indicating their intention via email. The Customer must send refund request in writing. The financial means that have not been withdrawn shall be returned by bank transfer to the account specified in the Registration Form within thirty days from the date of delivery of the request.

# Limitation of liability

IKEA is entitled - but not obligated - to identify the person acting on behalf of the Customer i.e. to check ID card or any other similar official document.

IKEA excludes its liability for any misuse that may occur during using or presentation of the IKEA Business Network digital card (QR code) and order confirmation.

The Customer shall bear liability for keeping the IKEA Business Network digital card (QR code) confidential and disclosing or giving it only to the person appointed by him. It is also the responsibility of the Customer to update their company data in IKEA Business Network profile.

IKEA excludes its liability, to the maximum extent allowed by law, for consequential damages, including but not limited to damages in the Customer's property and loss of pecuniary advantage.

### **Information Service**

The Company will answer Customers' questions by phone +36 1 808 9230 during and the email address ikea.business.hu@ikea.com working hours or via <a href="IKEA.hu/contact">IKEA.hu/contact</a> or in person at any of the Company's stores in Hungary. For more information, please visit IKEA.hu/shops.

# **Personal Data Protection**

IKEA is the data controller of identification and contact details (personal data) of the Authorized persons by the Customer. The provision of the personal data is necessary for the purposes of the verification, that the order and other communication with IKEA is from the person authorized to act and conclude the contract on behalf of the Customer with IKEA.

The personal data of the Authorized person will be processed for the period of her authorization or the membership of the Customer while the customer account exists and further if needed for the claims related to the contract. The fact, that the person is



not any longer authorized, must be communicated to IKEA without delay.

IKEA processes the personal data on the basis of its legitimate interest for the purposes of the legal claims and for the administration needs.

The Authorized person has the right of access to the personal data, their rectification or erasure, and the restriction of their processing.

Further the right to object to their processing and the right for data portability.

Affected person also has the right to lodge a complaint with a supervisory authority, NAIH (Nemzeti Adatvédelmi és Információszabadság Hatóság), the address 1125 Budapest, Szilágyi Erzsébet fasor 22/c., telephone: +36(1) 391-1400, the e-mail: ugyfelszolgalat@naih.hu, web: www.naih.hu.)

All rights can be exercised by the affected person either by sending e-mail to the following address: data.privacy.hu@ikea.hu or sending letter by post to the address Privacy office, IKEA Lakberendezési Kft. (1148 Budapest, Örs vezér sqr. 22., Hungary).

This is a bilingual document, written in Hungarian and English language. In case of any discrepancies between the two versions, the Hungarian version shall prevail.