

2023



IKEA Lakberendezési Kft.

General Terms and Conditions for Second life of furniture service

IKEA Furnishing Ltd (registered office: 1148 Budapest, Örs vezér tere 22., company registration number: 01-09-162734, tax number: 10731084-2-44; registered by the Company Registry Court of the Metropolitan Court of Budapest, email: ikea.info.hu@ikea.com, website: www.lKEA.hu; hereinafter: IKEA) issues the present General Terms and Conditions (hereinafter: GTC), effective from October 1, 2025. IKEA Furnishing Ltd is a member of the National Trade Association.

Hosting Provider:

Company name: IKEA IT AB
Contact: data.privacy.hu@IKEA.com
Registered office: Ikeagatan 7, SE-343 81 Älmhult, Sweden

IKEA reserves the right to amend or supplement these GTC. Any amendments or additions will be made available at www.IKEA.hu. Any such changes shall apply to transactions involving the purchase of used IKEA furniture concluded after the date such changes become effective.

1. General Provisions

The current version of the GTC titled *Used IKEA Furniture Buyback – GTC* applies exclusively to the purchase of used IKEA furniture by **IKEA** (hereinafter: the **Buyer**) from private individuals (hereinafter: the **Seller**) under the conditions defined herein, using the online application available on the website.

Products listed in **Annex 1** are not eligible for purchase by IKEA and may not be uploaded to the application.

On days when IKEA stores are closed (e.g., public holidays, December 24 and 31), Sellers may upload product information into the application, but IKEA will not process these submissions or provide feedback on such days. Please check store opening hours before submitting product information via the application.

These GTC outline the rights and obligations of IKEA as the **Buyer** and the **Consumer** as the **Seller**. This service is **not available** to non-consumer sellers.

Only used IKEA items that are the **personal property** of the Seller may be offered for sale to IKEA. By submitting product information through the application, the Seller confirms they have read, understood, and accepted these GTC, its annexes, and the Data Privacy Policy in the version effective at the time of submission. These documents are accessible and downloadable via the provided link. Acceptance occurs by checking the corresponding checkbox.

The online interface for selling used IKEA furniture is available exclusively to individuals aged 18 and over. Uploading product information and submitting an offer does not entitle the Seller to use any trademarks, business names, or logos of IKEA or its contractual partners.

1.1. Seller Declaration

The Seller acknowledges that the Company is the exclusive distributor of the IKEA product range in the Czech Republic and is not authorized to sell or distribute IKEA products for the purpose of resale or rental by the Seller to third parties (within the scope of wholesaling), either in the Czech Republic or abroad.

By completing the payment for the order, the Seller confirms and declares that the IKEA products subject to the order were purchased exclusively for personal use, that the Seller is the end user of the products, and that these products are not part of any business activity, particularly not intended for resale or rental to third parties.

The Seller declares and warrants to the Company that the product is legally clean, meaning it is not encumbered by any lien, right of use, or any other third-party rights. The Seller further declares that no criminal or enforcement proceedings are pending against them, and that the product is not listed in any register of movable assets maintained by a bailiff or administrator.

If the product is part of marital joint property, the Seller declares that they IKEA Lakberendezési Kft. székhelye: 1148 Budapest, Örs vezér tere 22., adószám: HU 10731084, cégjegyzékszám: 01-09-162734 +36 1 808-9230 www.ikea.hu/kapcsolat

have informed their spouse about the intended sale of the product under the Purchase Contract. If this statement is untrue, the Seller is obliged to compensate the Company for any resulting damage. The Seller further declares that the product is in its original condition, has

The Seller declares that the product is in its original condition, has not been modified, and comes from a smoke-free environment.

The Seller declares that they will not intentionally misuse the Service for personal financial gain. IKEA considers such behavior a breach of contract.

2. Process of Selling Used IKEA Products

In the course of selling products to IKEA, detailed information regarding the products is required, for which the online application provides assistance. The online application contains preliminary information based on which the purchase may be carried out. Please provide all necessary data regarding the product intended for sale (product name, condition, etc.) by completing the application.

Only IKEA products distributed by IKEA are eligible for sale. In case of doubt, the decision regarding eligibility rests solely with IKEA. Only products in original condition, without any modifications, are accepted. The product must not be altered in any way and must originate from a smoke-free environment.

Products may be uploaded to the online application together with photographs and other relevant information. IKEA reserves the right, under these General Terms and Conditions, to restrict the types and quantities of IKEA products offered for sale by the Seller through the application.

3. Use of the Application, Product Registration, Sale

No separate registration is required to use the application or to submit data to IKEA; however, the Seller must provide their details, including personal data necessary for the relevant documentation.

The Seller must select the preferred store and then provide the details of the product offered for buyback (type, quantity, condition, photos, etc.). If the Seller wishes to upload multiple different products, this can be done by clicking the "Add another product" button; otherwise, proceed by clicking the "Continue" button. At this stage, the Seller must provide personal data and accept the General Terms of Use and the Privacy Notice. If the required fields are not completed and the two documents are not accepted, an error message will appear upon clicking the "Submit offer" button, indicating which fields are incomplete.

Once the Seller has provided all necessary data and, after reviewing the documents, accepts the General Terms and Conditions, the product registration can be finalized.

Tools Provided for Identifying and Correcting Data Entry Errors

Before finalizing the upload of product information to the application ("Submit offer"), the Seller may review and, if necessary, modify the entered data.

The data provided by the Seller may be edited or modified at any time during the upload process. Please always verify the data and information entered during use of the application, including the type and quantity of items, the appropriate number of photos, both during data entry and upon completion of the upload.

Upon successful product registration, the system sends a notification (noreply). The Seller may withdraw the product registration at any time.

Following product registration, IKEA will respond to the Seller within 48 hours, providing information on the purchase price IKEA is prepared to offer based on the submitted data and photographs. The legal transaction (purchase agreement) resulting from IKEA's offer and the Seller's acceptance of the offer becomes effective only after IKEA has physically inspected the product, provided that the product corresponds to the description given in the registration and complies with the conditions set forth in these General Terms and Conditions and is suitable for acceptance.



IKEA Lakberendezési Kft.

The purchase of the product offered for sale by IKEA (and the effectiveness of the contract) may only occur following the actual presentation of the product. The Seller shall deliver or arrange delivery of the used products offered for sale to the selected IKEA store at their own risk and expense. The Seller may not claim reimbursement of costs or any other compensation from IKEA in the event the final purchase agreement does not enter into effect or fails.

The current version of the General Terms and Conditions and its annexes shall be attached in PDF format to IKEA's confirmation email.

General information regarding complaint handling is also available at the following link:

https://www.ikea.com/hu/hu/customer-service/returns-claims/guarantee/

The purpose of the online application and electronic correspondence is information exchange and contract formation. This communication does not constitute a written contract and is not accessible; however, IKEA may archive it to ensure successful performance of the contract and fulfillment of obligations arising from potential defective performance. The language of the purchase agreement shall be Hungarian. The mutual rights and obligations between the Seller and IKEA, as Buyer, are governed by the purchase agreement and these General Terms and Conditions, which form an integral part thereof.

Hungarian law shall govern the contract between IKEA and the Seller.

4. Method of Handover

Used furniture must be handed over **in person** at the selected IKEA store (see section 4.1).

4.1. In-Store Handover

Following the confirmation email, the Seller must present the registered used IKEA product at the chosen IKEA store on the selected date.

The designated handover location is either the headquarters or store branch of IKEA, as indicated in the confirmation. IKEA may modify the appointment date and must notify the Seller by email in advance. The Seller is responsible for all delivery and loading costs.

At the time of handover, IKEA inspects the product's condition, origin, and consistency with the uploaded information. The Seller must inform IKEA of any defects or damage. Items must be delivered assembled. IKEA is not obliged to accept items that are disassembled, non-IKEA, or in poor condition (e.g., dirty, smoky).

If the product's condition differs from what was described, IKEA may offer a lower price. The Seller may accept or reject the revised offer.

Failure to present the product on the scheduled date voids all prior correspondence regarding the price. The product may be resubmitted through the application.

If the delivered item is not found in IKEA's product list, or it differs significantly from the submitted data, or concerns arise regarding its condition or ownership, IKEA has the right to reject the item unilaterally and the contract will not take effect.

Products must be presented with the confirmation email at the following IKEA locations during store hours:

- Örs vezér tere Store: 1148 Budapest, Örs vezér tere 22.
- Budaörs Store: 2040 Budaörs, Sport utca 2-4.
- Soroksár Store: 1239 Budapest, XXIII. Vecsési út, hrsz.: 195836/32

Customer service is available via phone (+36 1 808 9230), the IKEA.hu/contact page, or in person at any Hungarian IKEA store. More info: IKEA.hu/aruhazak

IKEA Lakberendezési Kft. székhelye: 1148 Budapest, Örs vezér tere 22., adószám: HU 10731084, cégjegyzékszám: 01-09-162734 +36 1 808-9230 www.ikea.hu/kapcsolat

The Seller may authorize a third party to perform the handover.

IKEA may, but is not required to, verify the identity of the individual presenting the item (e.g., ID card). IKEA disclaims any liability for misuse during this process. IKEA expressly excludes any liability for any misuse or abuse occurring during the presentation or handover of the product, including the presentation of the confirmation.

5. Payment Terms

The purchase price shall be paid by IKEA in the form of a gift card. Following the deduction of any transportation costs borne by the Seller, in accordance with the provisions of these General Terms and Conditions, the remaining amount shall be loaded onto an IKEA gift card as the purchase price. This gift card may only be collected in person by the Seller at the specific IKEA store where the sale and handover of the product took place. The amount on the gift card cannot be exchanged for cash or any other form of payment.

If the Seller has also ordered transportation services from IKEA, the receipt for the transportation shall be handed over together with the gift card.

6. Ownership

IKEA acquires ownership of the product upon the entry into force of the sales contract and the payment of the purchase price. Payment is considered completed once IKEA uploads the agreed purchase amount to the gift card. Upon transfer of ownership, IKEA obtains the right to dispose of the product, including the right to resell it.

7. Consumer Rights and Obligations

The Seller declares that they have fully informed IKEA, as the buyer, about the quality and other characteristics of the product. The Seller guarantees that the used IKEA product offered for sale is their lawful property and that they are authorized to conclude a sales contract concerning the product. The contract does not infringe on the rights of any third party. The Seller may not withdraw their offer after the contract has been concluded. If, upon inspection of the product at the time of delivery, IKEA decides not to accept the product and refuses to conclude the sales contract, the Seller must remove the product from the IKEA store immediately and at their own expense. Failure to comply with this obligation entitles IKEA to charge a fee as defined in these GTC. Should the Seller fail to retrieve the product after being reminded by IKEA, the company is entitled to proceed with the disposal of the used product, and the cost shall be borne by the Seller.

For products purchased under a consumer contract and placed at the Second life of furniture point, IKEA provides a voluntary 2-year warranty. This does not apply to any defects for which a price reduction has been granted.

8. Complaints Handling

IKEA Furnishing Ltd handles complaints in accordance with the policies available on the IKEA website. In case of complaints, the Seller may contact IKEA via the following:

Customer Service Offices:

- 1148 Budapest, Örs vezér tere 22. (Örs vezér square store)
- 2040 Budaörs, Sport utca 2-4. (Budaörs store)
- 1239 Budapest, XXIII. Vecsési út, parcel number: 195836/32 (Soroksár store)
- Mailing address: 1148 Budapest, Örs vezér tere 22
- Phone: +36 1 808 9230
- Email: via Complaint Form
- Website: <u>www.IKEA.hu</u>

9. Data Protection Information

The data controller is **IKEA Furnishing Ltd**. The legal basis for data processing is the contract, order fulfillment, and the investigation of any

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IKEA Lakberendezési Kft.

claims arising from defective performance. Data will be processed for the time necessary to fulfill these purposes.

Data processing is also based on the company's legal obligations (e.g., tax and accounting laws).

Providing personal data is necessary to fulfill contractual obligations. If the Seller does not provide the required personal data, the contract cannot be concluded.

Recipients of the data include the data controller's contractual partners and service providers involved in order fulfillment and complaint handling.

The Seller has the right to:

- Access their personal data
- Request correction or deletion
- Restrict processing
- Data portability
- Object to processing (if based on legitimate interest)

IKEA may contact Sellers via SMS, email, or phone to request feedback on the service received or on how complaints were handled. If the Seller is not satisfied, IKEA may follow up to gather further details and improve service quality.

Personal data for satisfaction surveys will be stored for 1 year based on IKEA's legitimate interest. The related services are provided by IKEA's contracted partners.

These rights can be exercised using the contact details listed below.

Data protection notice:

https://www.ikea.com/hu/hu/customer-service/privacy-policy/

Cookie policy:

https://www.ikea.com/hu/hu/customer-service/cookie-policy/

Contact for data processing issues:

Send a letter to:

IKEA Furnishing Ltd., GDPR Department, 1148 Budapest, Örs vezér tere 22. Or email: data.privacy.hu@ikea.com

In case of concerns, the Seller may submit a complaint to the **Hungarian National Authority for Data Protection and Freedom of Information** (www.naih.hu, ugyfelszolgalat@naih.hu).

10. Disclaimer of Liability

IKEA shall not be liable for any damages arising from the use or operation of the website, or for any of the following cases, regardless of the cause: non-receipt of data sent and/or received via the internet; operational failures of the internet network preventing the performance of this agreement; malfunctions of receiving devices or communication lines; loss of any content or data; malfunctions of any software or website; program errors, consequences of extraordinary events or technical failures, including force majeure; and the fees charged by the Seller's internet service provider.

Although we have carefully checked the data appearing on the website, we reserve the right to make changes or other modifications due to any obvious

errors resulting from miscalculations, editing mistakes, or typographical errors.

11. Final Provisions

Hungarian law shall govern these General Terms and Conditions.

In case of consumer complaints, the consumer may contact the following

Consumer Protection Offices

Budapest Government Office

Consumer Protection Department

Address: 1117 Budapest, Prielle Kornélia utca 4/b

Phone: +36 1 450 2598

Email: fogyved_kmf_budapest@bfkh.gov.hu

Pest County Government Office

Consumer Protection Department

Address: 1072 Budapest, Nagy Diófa u.10-12

Phone: +36 1 459 4843 Email: fogyved@pest.gov.hu

More info

https://fogyasztovedelem.kormany.hu/#/fogyasztovedelmi_hatosag

The Seller may also contact the National Media and Infocommunications Authority (www.nmhh.hu).

Consumer disputes related to submitted offers for used IKEA furniture can be resolved **out of court** through **conciliation bodies**.

Conciliation Bodies

Budapest Conciliation Body (operated by Budapest Chamber of Commerce

and Industry

Address: 1016 Budapest, Krisztina krt. 99. l. em. 111 Postal address: 1253 Budapest, P.O. Box 10

Fmail: hekelteto testulet@hkik hu

Email: bekeiteto.testulet@bkik.n

Phone: +36 1 488 2131

Website: www.bekeltet.bkik.hu

Pest County Conciliation Body

Address: 1055 Budapest, Balassi Bálint utca 25. IV. floor, door 2

Email: pmbekelteto@pmkik.hu

Phone: +36 1 792 7881

Website: www.pestmegyeibekelteto.hu

 $Additional\ conciliation\ bodies\ are\ listed\ in\ \textbf{Annex}\ \textbf{2},\ and\ online\ here:$ $\ https://www.ikea.com/hu/hu/customer-service/returns-claims/return-policy/$

http://fogyasztovedelem.kormany.hu/

http://fogyasztovedelem.kormany.hu/node/8579

For compliance regarding personal data protection, the competent authority

is:

Hungarian National Authority for Data Protection and Freedom of Information

(www.naih.hu)

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Annex 1 - Products not eligible for upload

The following items cannot be uploaded via the online platform:

- Green (live) plants
- Kitchen accessories and small items
- Marketplace small items
- Textiles, fabrics, carpets
- Bathroom furniture and accessories
- Lamps, bulbs
- Kitchen and household appliances (ovens, hobs, fridges, etc.)
- Electrical appliances
- Mattresses, toppers
- Spare parts, countertops
- Kitchens and kitchen combinations (METOD, FAKTUM)
- Food and beverages
- Recalled IKEA products
- Disassembled items that were previously assembled
- Items prohibited by law

Annex 2 - Complaints Handling

In case of questions or complaints, please contact IKEA Customer Service:

- In person during opening hours at:
 - 1148 Budapest, Örs vezér tere 22 2040 Budaörs, Sport u. 2-4 0

 - 1239 Budapest, XXIII. Vecsési út, parcel no. 195836/32 0
- Phone: +36 1 808 9230
- Complaint form available online

If no satisfactory response is received, the Seller may escalate the matter to the conciliation bodies listed here: https://www.ikea.com/hu/hu/customer-service/returns-claims/return-policy/

Since January 1, 2017, consumers may also contact the territorially competent authorities.