Regulations of using Invoicing machine (Szybka faktura) at IKEA stores

§ 1
Definitions

1. These regulations (‘Regulations’) specify the terms and conditions of using Invoicing machine (Szybka faktura) in the stores of IKEA Retail Sp. z o.o., with its registered office in Janki, ul. Plac Szwedzki 3, 05-090 Raszyn, NIP 527-010-33-85, REGON 010577890, entered in the National Court Register maintained by the District Court for the capital city of Warsaw, 14th Division of the National Court Register under number 0000091681, with the share capital of PLN 20,000,000.00 (‘IKEA’). These Regulations shall be in force in all the IKEA stores in which invoicing machines are installed.

2. Definitions for the purpose of these Regulations:
   a) Customer – a Customer being a natural person and a Customer being an entrepreneur;
   b) Customer being a natural person – a natural person who does not conduct business activity, who uses Invoicing machine (Szybka faktura) with the purpose of issuing an invoice based on a cash register receipt;
   c) Customer being an entrepreneur – a natural person who conducts business activity or a legal person or organisational entity not having legal personality, being a VAT tax payer, represented by an authorised person;
   d) Invoicing machine (Szybka faktura) – a device together with software owned by IKEA, thanks to which Customer can initiate the process of issuing an invoice based on a cash register receipt proving the purchase in one of IKEA stores;
   e) Electronic invoice – an invoice in electronic format (PDF file) generated by Invoicing machine (Szybka faktura) or at Customer Service Department, issued and sent to the Customer in electronic form to the email address specified by the Customer;
   f) Cash register receipt - a receipt generated by a cash register of IKEA store relating to the purchase of goods made by Customer in one of IKEA stores;
   g) Non-fiscal receipt – a document given to Customer by Invoicing machine (Szybka faktura) with reference to the goods not included in the invoice, in the case of issuing an invoice by Invoicing machine (Szybka faktura) only for some of the goods included in the cash register receipt;
   h) CSD – Customer Service Department;
   j) The Act of 4 July 2019 on the amendment of the Act on goods and services tax and some other Acts

§ 2
General issues
1. Invoicing machine (Szybka faktura) is owned and managed by IKEA.
2. Invoicing machine (Szybka faktura) is a device thanks to which Customer himself may initiate the process of issuing an invoice by IKEA. The invoice generated by Invoicing machine (Szybka faktura) is an invoice issued by IKEA – it is IKEA that controls and manages the system which is responsible for issuing the invoice. Under no circumstances shall it be deemed that the party issuing the invoice generated by Invoicing machine (Szybka faktura) shall be Customer and that they do so on behalf or for the benefit of IKEA.
3. Invoicing machine (Szybka faktura) generates the invoice on the basis of the data and information included in the Cash register receipt. After Cash register receipt has been entered into Invoicing machine (Szybka faktura), Customer in order to receive the invoice, should follow the instructions displayed on Invoicing machine (Szybka faktura).
4. Customer may issue an invoice with the use of Invoicing machine within 90 days following the date of the purchase.
5. Customer who is an entrepreneur using Invoicing machine (Szybka faktura) can issue an invoice for purchases exceeding PLN 450 gross based on a Cash register receipt with NIP number. Cash register receipt with a purchase amount not exceeding PLN 450 (100 euro) gross including the NIP number is an invoice.
6. With the use of the Invoicing machine, Customer may issue an invoice only for the value of purchase which does not exceed PLN 10,000 gross. In the case of a value exceeding PLN 10,000 gross, Customer shall contact the Customer Service Department. Customer shall also contact the Customer Service Department in the case when the total of all the receipts confirming cash transaction amounts to EUR 10,000 or more. The above provisions do not apply to payments made entirely by a payment other than cash (including transfer, debit or credit card, purchases financed by a bank loan, in which the resources are transferred directly to IKEA). The provisions of the Regulations on cash payments in IKEA stores shall apply.
7. In case of any problems related to the way Invoicing machine (Szybka faktura) operates, Customer shall contact CSD forthwith.
8. To cash register receipt from before 1 January 2020 apply Regulations of using Invoicing machine (Szybka faktura) at IKEA stores of 13 July 2018.

§ 3

Invoicing machine (Szybka faktura) operation

1. Customer chooses a language in which it will be used.
2. Registration and logging in
   a) In the case of Customers who use Invoicing machine (Szybka faktura) registration is necessary. Registration consists in giving data identifying the Customer, which is necessary for issuing the invoice by Invoicing machine (Szybka faktura).
   b) On registration, Customer may make a statement concerning the use of electronic invoices.
c) In the case of Customers who have already used Invoicing machine (Szybka faktura) and are registered, it is only necessary to log in to Invoicing machine (Szybka faktura) system – logging in function is available only to Customers who are entrepreneurs. In order to log in to the system, Customer who is an entrepreneur uses NIP number. Customer who is a natural person registers every time they use Invoicing machine (Szybka faktura).

d) The Customer being an entrepreneur will be logged in automatically if the tax identification number is on the cash register receipt.

e) If the Customer who is an entrepreneur has not provided the NIP number on the cash register receipt, he may issue an invoice only to a natural person.

3. Issuing an invoice
a) Using Invoicing machine (Szybka faktura) Customer may issue an Invoice based on Cash register receipt.

b) Invoice shall be issued only on the basis of Cash register receipt.

c) Customer may issue an invoice for some of the goods included in Cash register receipt. In order to do so, on Invoicing machine display they should indicate the goods which shall be included in the invoice. After selecting the goods and issuing the invoice, Invoicing machine (Szybka faktura) will give Customer a Non-fiscal receipt, which should be kept.

d) After selecting the goods which are supposed to be listed on the invoice, Invoicing machine (Szybka faktura) will issue the invoice. In the event when Customer has made a statement and decided to use Electronic invoices, the invoice will be sent to the email address given during registration. In the event of not making a statement concerning the choice of invoice type or making a statement cancelling electronic invoicing, the invoice will be printed out.

4. Duplicate invoice
a) In the event when it is necessary to issue a duplicate invoice, Customer shall contact CSD. It is not possible to issue a duplicate invoice using Invoicing machine (Szybka faktura).

5. Corrective invoices
a) In the event when it is necessary to correct an invoice received from Invoicing machine, Customer shall contact CSD. It is not possible to issue a corrective invoice using Invoicing machine (Szybka faktura).

6. Customer’s data editing

In the case of registered Customer who is an entrepreneur, data editing is possible according to the following rules:

a) in the event of changes of Customer’s data, Customer is obliged to notify IKEA about these changes before issuing the invoice. It may be done through Invoicing machine (Szybka faktura) (using data editing option) or at CSD. After selecting data editing option in the menu, Customer is able to modify the existing data subject to item b) below;

b) in order to make a statement cancelling electronic invoicing, Customer shall contact CSD.
§ 4

Electronic invoices

1. Invoice generated using Invoicing machine (Szybka faktura) may be issued and given in paper form or in electronic form; it is Customer who decides about the form in which invoices are issued by IKEA.

2. In the event when electronic invoicing is chosen, during registration process Customer makes a relevant statement. The statement is made by ticking a relevant square on the display of Invoicing machine (Szybka faktura) referring to sending invoices by email.

3. In the event of consent to issuing and receiving Electronic invoices, Invoicing machine (Szybka faktura) shall generate an invoice in PDF file format; Electronic invoice shall be sent to the email address indicated by Customer. Customer shall not receive a printout of the invoice unless they select the option of sending electronic invoice and printing out the invoice.

4. At any time a registered Customer who is an entrepreneur may cancel electronic invoicing. In this event, Customer is obliged to make a statement cancelling electronic invoicing. Such a statement may be submitted at CSD. Cancelling electronic invoicing shall be effective from the moment of submitting the statement cancelling electronic invoicing. Reactivating the option of electronic invoicing by such a Customer requires submitting another statement concerning the choice of electronic invoicing. Such activation may occur through Invoicing machine (Szybka faktura) or at CSD.

§ 5

Personal data processing

1. The personal data collected for the purpose of using the Invoicing machine shall be processed on the following terms:

   a) The personal data is managed by IKEA.

   b) The data will be processed in order to issue VAT invoices and for other purposes, which remain in accordance with applicable laws and regulations (e.g. producing tax documentation, issuing duplicate invoices).

   c) If the Customer consents to, the data may be processed in order to propose joining the IKEA FAMILY loyalty scheme.

   d) The disclosure of personal data is voluntary although necessary for using the Invoicing machine.

   e) For the purpose of accomplishing objectives set forth in par. 1 b) above, the personal data will be disclosed to third-party entities delivering their services for or on behalf of IKEA. In this case, these
entities shall be the providers of IT systems and support services for such systems.

f) Considering the above-mentioned disclosure and due to the nature of technical support of IT systems in IKEA, the personal data may be rendered available to the entities outside the European Economic Area.

g) The personal data will be processed until the end of the period of prescription for claims under the act on tax on goods and services and other applicable laws and regulations.

h) The Customer has the right to view their personal data, correct them and control their processing as well as request the processing of such data to be aborted or the data to be deleted under applicable laws and regulations.

i) Any additional questions or doubts shall be directed to the person responsible for the protection of personal data in IKEA at the following e-mail address: prywatnosc@ikea.com.

j) The detailed information about the processing of personal data in IKEA can be found on the following website: www.IKEA.pl/daneosobowe.

k) The Customer has the right to file a complaint with the supervisory authority (GIODO or its legal successor) at any time.

§ 6

Change of Customer data

1. In the event of changes in terms of Customer’s data, a registered Customer who is an entrepreneur is obliged before issuing an invoice using Invoicing machine (Szybka faktura) to make relevant changes of their data through Invoicing machine (Szybka faktura) (using data editing option) or at CSD.

2. IKEA shall not hold any liability for accuracy of the data given by Customer or for mistakes in invoices resulting from inaccurate data given by Customer while using Invoicing machine (Szybka faktura) – full liability in such an event shall be held by Customer. Customer who is an entrepreneur, in the event of mistakes spotted in the invoice, is entitled to issue a correcting note, according to the rules resulting from the Act on VAT.

3. In the event of using Electronic invoices with a given Customer, when there has been a change of Customer’s email address and the Customer failed to notify IKEA about this fact before issuing an Electronic invoice, Electronic invoices shall be deemed duly delivered after their issuing and sending to the email address given earlier by the Customer.

§ 7

Other provisions
1. Complaints may be made in person at CSD, as well as by post, courier, phone or email – in accordance with location of IKEA store where Invoicing machine (Szybka faktura) was used. Contact details of IKEA stores are available at IKEA stores or IKEA.pl.

2. Regulations are available at IKEA stores in Invoicing machine (Szybka faktura), at CSD and online at IKEA.pl. Any changes of these Regulations shall be effective the moment they are released.

Janki, 1 January, 2020 r.