

General Terms and Conditions of IKEA AG, December 2022

GTC

1. Scope

The General Terms and Conditions of IKEA AG (hereinafter referred to as "GTC") apply to purchases at IKEA AG (hereinafter referred to as "IKEA") in Switzerland as well as the delivery and assembly of IKEA products.

The version of the GTC published at www.ikea.ch/gtc at the time of the purchase or order applies. Changes to the agreement, supplementary agreements and customer conditions only become elements of the agreement following written approval by IKEA. IKEA may adjust the GTC at any time.

2. Conclusion of the contract

The contract for the purchase of IKEA products or delivery and/or assembly services is concluded upon payment in the furniture store or, for IKEA Business Network card holders, upon the registration of the purchase at the checkout. For telephone orders or a purchase on account, the contract is concluded when IKEA accepts the order. The customers thereby accept the GTC.

In the case of purchases or orders in the Online Shop, customers issue a legally binding offer to conclude a contract by sending their order. IKEA confirms receipt of the order by e-mail immediately after its arrival, the contract is only deemed to be concluded with this confirmation. Conclusion of the contract is subject to the availability of the IKEA products ordered. IKEA retains ownership of the IKEA products until payment has been made in full.

3. Offer

Accessories, decorations and similar on product images do not form part of the offer unless expressly included therein.

IKEA reserves the right to make minor changes in terms of colour, finish and structure to the IKEA products displayed on the IKEA website/in the Online Shop or on display in the furniture store.

4. Price information

All price information for IKEA products includes VAT and other statutory fees, but – unless stated otherwise – excludes delivery and assembly costs. Prices charged at the furniture stores may differ from the prices in the Online Shop.

The current rates and other specific conditions (e.g. weight/volume limits, delivery area) for the delivery and assembly services are available at www.ikea.ch/allservices. The rates and conditions published on the order date shall apply. The price information for delivery and assembly services includes VAT and other statutory fees.

5. Payment methods

All payment methods are listed at www.ikea.ch.

When paying with IKEA gift and refund cards abroad and from another country, a 3% currency conversion fee is levied. Cash payment or reimbursement of this card credit is excluded.

The "purchase on account" payment type is offered to private customers in the Online Shop; for business customers, this payment type is available both in the Online Shop and in the furniture store.

With purchase on account, the payment is processed in collaboration with our external partner Swissbilling SA, to whom we assign our claim for payment. In addition to the GTC, the general Terms and Conditions and Privacy Policy of Swissbilling SA apply (<https://www.swissbilling.ch/swb-agb/>); these need to be accepted by the customer before completing the purchase process.

The purchase on account option is not available for all services and is subject to a successful credit check by Swissbilling SA. In the case of purchase on account through Swissbilling SA, IKEA remains responsible for general customer enquiries (e.g. about IKEA products, delivery times, dispatch), returns, complaints, cancellation declarations and mailings or credit.

In the event of a refund, IKEA refunds the purchase price via the same method used to pay for the products. The conditions in Art. 23 below apply to the exchange of mattresses.

6. Delivery and assembly area

IKEA only provides delivery and/or assembly services for customers with a delivery address in Switzerland or the Principality of Liechtenstein.

Some methods of delivery are only offered for certain delivery zones in Switzerland.

7. Service partners, platforms and their tradespeople

For certain services, IKEA contacts their service partner or refers customers to platforms with tradespeople. If customers commission such service partners or tradespeople, these agreements are concluded individually between the customer and the service partner or tradespeople. IKEA is not liable for the proper fulfilment of these orders or for damage that may occur as a result. The service partners/tradespeople/platforms are not associates of IKEA. The service partners/tradespeople/platforms do not form a simple partnership with IKEA, either individually or as a whole.

8. Right of withdrawal for delivery and assembly services

A delivery and/or assembly order may be cancelled or postponed free of charge in writing (letter or e-mail) or by telephone, stating the order number, up to three working days before the delivery and/or assembly date.

If the order is cancelled later, IKEA will be entitled to charge a processing fee of CHF 100, plus the cost of any expenditure no longer required up to a maximum of 100% of the agreed price of delivery and/or assembly or to deduct this from the amount transferred back to the customer.

9. Scheduled delivery and assembly times

Customers will be notified of their scheduled delivery and assembly time with their order confirmation. The expected delivery day is communicated for parcel deliveries, and for express deliveries a time window is communicated at the same time. For all other types of delivery, a time window is communicated on the day before the delivery day.

Generally, the confirmed time window is also the delivery and/or assembly date. However, assembly may take longer.

Whenever possible, customers will be notified of any substantial delivery delays. Delivery delays and overruns of delivery and/or assembly times will not entitle the customer to cancel the contract or to demand a refund of all or part of the purchase price.

10. Presence/absence of customers and refusal to accept delivery

IKEA products are only delivered to, or assembled in the presence of, an adult.

If customers are found not to be present at the delivery address at the scheduled time of delivery or assembly, they will be notified of a new scheduled delivery or assembly time. In this case, and in the event that delivery is refused, IKEA is entitled to charge a processing fee of CHF 100 as well as the delivery and assembly costs again.

In addition, IKEA may charge the customer CHF 5 per day for storing the IKEA products from the 11th day following the announcement of their availability.

11. Delivery conditions and place of delivery

Parcel delivery

Parcel delivery is to the front door.

Standard and express delivery

With standard and express delivery, goods are generally delivered to a room in the apartment or business premises, provided the access road is suitable for transport by truck and provided the structure of the building permits (e.g. door/lift size and staircase). It is the responsibility of the customer to clarify whether these requirements are fulfilled and, if not, to inform IKEA of the fact in advance.

Curbside delivery

In the event of a curbside delivery, goods are delivered to the edge of the road outside the delivery address given by the customer.

Difficult delivery conditions

If the above-mentioned conditions are not met, if additional resources for delivery are required (e.g. ladder lift) or if access is difficult (e.g. due to long distances to be covered on foot, or to lack of parking), and if additional costs arise because of these circumstances or if a renewed attempt at access is required, these additional costs will be billed to the customer separately.

If the delivery address is in a car-free location, IKEA will only deliver to the base station or to the nearest point accessible by truck.

The special conditions in accordance with points 14-17 below also apply.

12. Return of packaging

In the case of standard deliveries by service partners, customers can hand all packaging materials belonging to the IKEA products to the service partner provided the service partner is not kept waiting for longer than five minutes. Packaging materials can also be disposed of free of charge in any IKEA furniture store. In the case of an assembly order, the service partner takes the packaging material away with them.

13. Disposal of used furniture

For standard deliveries, customers may give the service partner used furniture for disposal for a fee. The furniture must be dismantled and ready for transportation. The rates are published at www.ikea.ch/allservices.

14. Special conditions for express deliveries

Express deliveries are limited to a specific delivery zone. They are not available for all products and cannot be combined with an assembly service. Customers are shown whether express delivery is possible in the last order step for online orders or notified of this in furniture stores. If this is available, the delivery will be made within a maximum of 48 hours after order confirmation. If the delivery order is placed the day before a Sunday or a public holiday, delivery will take place on the next working day but one. It must be possible to effect delivery directly to a room of the customer's apartment without encountering obstacles and without the aid of special equipment.

It is not possible to take back packaging material and used furniture for express deliveries.

15. Special conditions for curbside deliveries

Curbside deliveries are limited to a specific delivery zone and cannot be combined with an assembly service. Customers are shown whether curbside delivery is possible in the last order step for online orders or notified of this in the furniture store.

With curbside deliveries, it is not possible to take back packaging material and used furniture.

16. Special conditions for "Click & Collect"

The "Click & Collect" service covers delivery of the ordered IKEA products to an IKEA furniture store in Switzerland as well as subsequent on-site storage of the IKEA products until handover to the customer at the furniture store in question. Details of locations and opening hours are available at www.ikea.ch/stores.

Click & Collect Drive In

Customers may pick up ordered IKEA products during opening hours at the furniture store selected.

Click & Collect 24/7 Collection Box

The ordered IKEA products can be collected on the announced collection date and within the collection window once collection has been confirmed.

If the ordered IKEA products are not collected on the agreed date, they are put back into storage and the value of the products will be refunded; the service/delivery costs will be billed to the customer.

17. Special conditions for "Click & Collect at an external Pick-up Point"

The "Click & Collect at a Pick-up Point" service covers delivery of the ordered IKEA products by IKEA to a service partner (external Pick-up Point), subsequent on-site storage of the IKEA products for up to ten days and handover to the customer at the service partner's premises.

It is not possible to take back packaging material, goods for recycling (electrical devices, lights, batteries) and used furniture at a Pick-up Point. This method of delivery cannot be combined with any other services.

Customers may pick up the ordered IKEA products during the service partner's opening hours. Details of locations and opening hours are available at www.ikea.ch/stores.

If a collection date is agreed beyond the ten-day period, the service partner may charge a fee of CHF 5 per additional storage day.

Non-collection of an ordered IKEA product by the customer within the agreed period will be deemed as refusal to accept delivery. The IKEA products are transported back to IKEA, the value of the products is refunded, and the service/delivery costs will be billed to the customer.

18. Assembly terms

IKEA products are constructed according to the assembly instructions enclosed with every IKEA product. Wall and ceiling installations require the structure of the wall or ceiling to be suitable and are only carried out at the special request of the customers and exclusively at their risk.

Electrical and plumbing connections are not carried out for legal reasons. The cabling, assembly and installation of lights and consumer electronics are also beyond the scope of the assembly services offered. For products from the cabinet lighting range, the lighting is installed, but the customer is responsible for its connection to the electricity supply.

19. Kitchens and bathrooms

Delivery and installation are not included when purchasing a kitchen or bathroom. IKEA is only responsible for the manufacture and, if the customer has booked it, the delivery of the kitchen and bathroom fittings from its range.

IKEA arranges a service partner for the installation of the kitchen or bathroom, as well as for electrical and water connections. The installation agreement (work contract) is concluded individually between the customer and service partner.

20. Verification of goods/complaints

Collection and postal delivery

Customers should check that IKEA products are complete and undamaged immediately upon receipt. Defects only identified later on must be reported to IKEA immediately after their discovery.

Delivery and/or assembly by a service partner

Upon delivery or following assembly by the service partner, customers are obliged to check the IKEA products to ensure that they are complete and free of defects. If any defects are found, they must be reported to the service partner immediately on the spot and recorded on the delivery note.

21. Warranty claims and IKEA's liability

Customers' warranty claims expire two years after taking receipt of IKEA products.

IKEA is not liable for defects which customers identified, or should have identified, on receipt or acceptance of the IKEA products, but failed to report to IKEA either immediately or within the warranty period.

There is no right to the warranty if the IKEA products were not assembled in line with the IKEA assembly instructions or if they were improperly handled or used.

In the event of a defect for which IKEA is responsible, IKEA may choose whether to repair the defective IKEA product, replace it with the same or a similar product, or refund the purchase price paid. If IKEA decides to repair or replace a product, customers' claims for cancellation (rescission) of the purchase contract or a reduction in the purchase price and compensation shall be excluded.

Whatever the basis for any claims, IKEA's liability shall be limited to intentionally or grossly negligent caused immediate and direct damage. Any further liability, including for indirect and/or consequential damage or lost profit, is excluded. IKEA is not liable for damages resulting from a delay in delivery or assembly.

IKEA is not liable for erroneously incorrect or missing information on the website, in brochures or in the newsletter.

Only legally binding and undisputed claims against IKEA may be offset.

22. Warranty conditions

On individual products, IKEA may grant longer warranty periods than those specified under point 21 (so called "guarantees"). For these special guarantees, the guarantee provisions and specified deadlines published on the IKEA website at www.ikea.ch/guarantee at the time of purchase apply. Unless the guarantee terms state otherwise, customers' obligations to check products and report complaints shall be governed by the provisions of points 20 and 21 above mutatis mutandis.

If IKEA replaces defective products on which it has given guarantees with the same or similar products, the special guarantee periods or general guarantee periods will not restart from the beginning as a result of the replacement delivery.

In addition to the above-mentioned warranty and guarantee provisions, the following applies to upholstered furniture:

When additional orders for upholstered furniture are placed with a view to completing a set, or when re-ordering such items, differences in colour compared with the initial order may occur. Leather covers: leather is an authentic natural material. Each piece of leather is unique and has its own vivid pattern of grain and wrinkles. Colour differences caused by the structure of the material may occur. Differences in colour are not defects or grounds for complaints.

23. Returns

IKEA products purchased from IKEA Switzerland may be returned or exchanged within 365 days without stating reasons, even if they have already been assembled. This is on condition that, among other things, they are unused and in perfect condition, and that a checkout receipt or delivery note is presented. For unused products returned in their original packaging with a receipt, we will refund the full purchase price.

If a product does not meet the return criteria, IKEA reserves the right to refuse to take it back or to offer an exchange or a refund card. The unwanted IKEA products can be collected by an IKEA service partner. The currently valid rates and provisions found at www.ikea.ch apply.

Mattresses can be exchanged within 90 days. Clean and undamaged mattresses can be exchanged for a different model in the furniture store. A negative price difference will be refunded in the form of an IKEA refund card. A positive price difference is at the expense of the customer.

24. Second Chance Market

Products offered as part of the Second Chance Market (in the Online Shop or in the furniture store) are sold as seen and without any accessories, fittings, screws, etc. Products from the Second Chance Market cannot be delivered or assembled. IKEA does not provide any rights to guarantees, exchanges or returns of these products and excludes any liability to the extent permitted by law.

The products offered in the Second Chance Market Online Shop can be reserved for a limited period and purchased in the furniture store in question within this period and during its opening hours. The price given in the furniture store applies.

25. Data protection

The storage and processing of customer data are governed by the current version of IKEA's data privacy statement, which can be found at www.ikea.ch/privacypolicy.

26. Customer service/complaints

Queries and complaints relating to IKEA products and their delivery and assembly are handled by the customer service department in one of the furniture stores in Switzerland or by the central customer service department:

IKEA AG
Customer Support Centre
Müslistrasse 16

CH-8957 Spreitenbach
www.ikea.ch/contactus

27. Applicable law and place of jurisdiction

Swiss law applies exclusively, to the exclusion of its conflict-of-law rules and the Vienna Sales Convention.

For private customers, the place of jurisdiction is Spreitenbach or the customer's place of residence. For business customers, the sole place of jurisdiction is Spreitenbach.