IKEA for Business payment card application – company account General contractual terms (GCT)

Valid from 1 September 2012

1. 1. Object

1.1 These general contractual terms (GCT) govern the relationship between IKEA AG (hereinafter referred to as "IKEA") and the holder of an IKEA for Business payment card company account (hereinafter referred to as the "customer") and their co-workers authorised to make purchases (hereinafter referred to as "cardholders") in conjunction with the IKEA for Business payment card (hereinafter referred to as the "payment card").

1.2 IKEA is only obliged to provide the services that are specified in these GCTs and that meet the conditions applicable to individual purchases. IKEA will only be obliged to provide additional services or services that deviate from these GCTs if this has been confirmed by IKEA in writing.

2. Application, customer account and payment card

2.1 The payment card is issued as a company payment card to legal entities, institutions under public law, general and limited partnerships and owners of sole proprietorships domiciled or resident in Switzerland. IKEA will provide the cardholder(s) with payment cards in the company's name. They will be issued individually for each designated cardholder. The customer or corporate account holder is the legal entity, the institution under public law, the general or limited partnership or the owner of a sole proprietorship.

2.2 The completed and legally signed "Application for an IKEA for Business payment card – company account" form must be sent to the IKEA address indicated below or handed in at the IKEA store. The customer must enclose the additional documents indicated with each application form. The signed application form (together with the enclosed documents) is an integral part of the contractual relationship.

2.3 IKEA will assess the application without any obligation and may reject it without providing reasons. IKEA reserves the right to accept a different number of cardholders to that requested. The customer authorises IKEA and any other person appointed by IKEA to obtain any information required for the evaluation of the application and the management of the contractual relationship from information databases, third parties and public offices (Commercial Registry, Residents' Register Office, Debt Collection and Bankruptcy Office) and to pass such information on to the latter. The customer consents to IKEA entering the customer's details and data into IKEA's own database and using and processing these details and data and making them available to third parties.

2.4 After the application has been checked, the applicant will receive a written decision from IKEA on the opening of a company account, indicating the credit limit granted, or on the rejection of the application. In the event of a positive decision, the payment cards (including any additional cards) will be sent to the customer. Each payment card is issued to one cardholder, is personal and non-transferable and may only be used by the cardholder. It must be signed immediately upon receipt in the signature field using a ballpoint pen. The payment card must be kept in a safe place and may not be passed on or made accessible to other persons in any other way.

2.5 If there are any changes to the information indicated in the application form, the customer must notify IKEA in writing immediately. IKEA must also be notified immediately and in writing about the cancellation of a cardholder at the address below.

2.6 IKEA reserves the right to block the company account at any time and without providing reasons.

3. Credit limit

3.1 The credit limit is determined after the credit check has been carried out. The credit limit is set in total per company account and applies to all payment cards together. IKEA is entitled to set a credit limit or change the existing credit limit at any time without providing the customer with prior notice. The customer may also request an adjustment of the credit limit in writing. The customer can obtain information about the current credit limit from IKEA at any time.

3.2 If the credit limit set by IKEA is exceeded, the customer's company account will be blocked without prior notification.

4. Scope of application and persons authorised to make purchases

4.1 The cardholder can use the payment card to purchase goods and services without cash in all Swiss IKEA stores, except in the IKEA Restaurant, IKEA Bistro or the Swedish Food Market. The payment card is exclusively a cashless means of payment. It does not entitle the cardholder to withdraw cash. No annual fee is charged for the payment card.

4.2 The customer will ensure that goods and services are only purchased with the payment card at the expense of the company account by persons who it has indicated to IKEA as being authorised to make purchases. These general contractual terms apply to the customer and to each cardholder. Cardholders must be informed of these GCTs and requested to comply with them. In particular, cardholders must be expressly prohibited from using the payment card for private transactions. The customer guarantees and accepts liability for cardholders' compliance with these general contractual terms and undertakes to settle all transactions resulting from the use of the payment cards linked to its company account and any resulting debts or claims.

4.3 The company account may only be used by the cardholder provided the customer is able to pay for the goods and services on time. The customer undertakes to instruct IKEA in writing at the address below to close its company account immediately in the event of insolvency.

4.4 Goods purchased and/or delivered will remain the property of IKEA until full payment has been made. IKEA will be entitled to have the retention of title entered in the relevant retention of title register at any time.

5. Card use / payment function

5.1 The customer, as the holder of the company account, is solely responsible for the goods and services purchased using the payment card. Loss or damage incurred by the customer or a cardholder in conjunction with the possession or use of a payment card will be borne by the customer or cardholder.

5.2 By presenting the payment card and signing the proof of purchase (receipt in the furniture store or consignment note in the case of home delivery), the cardholder authorises the transactions made. With their signature, the cardholder acknowledges the correctness of the purchase and the invoice amount shown. IKEA reserves the right to check the identity of cardholders against their valid ID (with a photo) each time they make a purchase in the store. This will be carried out either at the checkout or, in the case of an order for subsequent home delivery, in the sales department.

5.3 In the case of transactions carried out solely by indicating the name and number of the customer's payment card and without signing a corresponding receipt, the customer acknowledges the correctness of the amount and the corresponding debt or claim. IKEA may refuse orders placed in writing, by telephone and online if there are reasonable grounds to believe that the identity of the person placing the order does not match that of the cardholder.

5.4 IKEA will not be liable in any way if the payment card cannot be used as a result of a technical defect, adjustment of the credit limit, cancellation or blocking.

6. Invoice / mode of payment / interest and costs

6.1 The goods and services will be invoiced to the customer in accordance with the receipt (for purchases in the furniture store) or consignment note (for home delivery). For returned goods that were purchased with the payment card, payment will be credited to the customer's company account. The same will apply if IKEA grants the customer a price reduction or discount as a result of a complaint.

6.2 The customer will receive an invoice after each purchase. The invoice must be paid within 30 days of the invoice date without any deductions (subject to any credit in accordance with section 1). 6.1). IKEA must be notified of complaints concerning invoices within 14 days of the invoice date. Otherwise, the invoice will be deemed to have been approved.

6.3 In the event of late payment, the customer will be in default without a reminder. A reminder fee of CHF 10.00 will be charged for the first reminder, and CHF 20.00 for each subsequent reminder. In addition, in the event of late payment, IKEA will charge interest at a rate of 5% p.a. on the outstanding balance of the invoice. IKEA will also be entitled to claim further damages for delay and to claim compensation for all expenses incurred in conjunction with the collection of the outstanding amount.

6.4 The customer has no right of retention due to counterclaims from other contractual relationships. Offsetting is only possible in the case of undisputed or legally established counterclaims.

7. Loss, theft and misuse of cards

7.1 Any person who authorises a transaction by presenting a payment card and signing the proof of purchase or by simply providing the IKEA for Business ID number is entitled to authorise transactions. Loss or damage resulting from loss, theft or misuse of the payment system will be borne by the customer as the account holder.

7.2 If a payment card is lost, stolen or if there is a possibility of misuse, the customer must notify IKEA immediately, either verbally or in writing, using the address below. The customer will be liable, regardless of fault, for any loss arising from the misuse of a payment card, but only for purchases of goods and services made before IKEA receives notification of the loss. If a card is stolen or misuse is detected, a report must also be made to the police immediately. A copy of the police report should be sent to the address below.

7.3 Once IKEA has received notification of the loss, the payment card concerned will immediately become invalid. If a payment card is found again, it may no longer be used. It must be destroyed immediately.

8. Data processing

8.1 The customer agrees that personal data related to the management of the contractual relationship may be processed by IKEA for internal purposes (in particular marketing purposes) and may be passed on within the IKEA Group or to third parties.

8.2 The customer consents to IKEA disclosing this contract to the Central Office for Credit Information (ZEK) and to the ZEK providing information about this contract to its members upon request. The customer also authorises IKEA to notify the ZEK in the event of blocking of the company account, late payment or use of a payment card in breach of the terms of the contract.

9. Termination

9.1 Either party may terminate the contract at any time without providing reasons in writing. Termination will result in the immediate blocking or invalidation of all payment cards (main and additional cards) issued on the same company account. The customer must use the address indicated below for communication even after giving notice of termination..

9.2 The full amount of the debit balance in the customer's company account will become due for payment immediately upon receipt of the notice of termination. The accrual of interest on the outstanding debit balance will not be interrupted by the termination of the contractual relationship.

10. Amendments

10.1 IKEA reserves the right to amend these general contractual terms at any time. Such changes will be communicated to the customer in writing. These will be deemed to have been approved if the customer does not terminate its company account in writing within a period of 15 days after receipt of the notification and return all payment cards to the address below.

10.2 The customer is obliged to notify IKEA in writing immediately of any changes to the information provided in the "Application for IKEA payment card – company account" form, including in particular any change to the company name, commercial register entries or address.

11. Notifications and addresses

11.1 The customer must send all correspondence to IKEA regarding account opening, changes and loss reports to the following address::

IKEA AG, CIAR
Service Office
Gstaadtmattstrasse 40
CH-4452 Ittingen

Tel: 0848 801 100
Fax: 058 853 2801
E-mail: retailch.debitoren@ikea.com

11.2 Communications from IKEA to the customer (namely invoices and notices of termination) will be deemed to have been validly delivered if they have been sent to the last address indicated in writing by the customer.

12. Jurisdiction and applicable law

12.1 The exclusive place of jurisdiction for any dispute arising from this agreement is Spreitenbach.

12.2 All legal relationships between the customer and IKEA arising from this agreement will be governed by substantive Swiss law.

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