

## IKEA Czech Republic, Ltd. General Terms and Conditions for assembly and installation works

The General Terms and Conditions form an inseparable part of every service order. By signing it the Customer confirms that all the data provided by him/her are correct and that he/she agrees with the General Terms and Conditions.

These General Terms and Conditions for assembly and installation works ("Assembly" herein after) of the IKEA Česká republika, s.r.o.. Company located at Praha 5 - Zličín, Skandinávská 1/131, PC 15500, CRN 270 81 052, incorporated in the business register administered by the Municipal Court in Prague, Section C, Insert 94828 ("Company" herein after) shall become effective on **January 1<sup>st</sup>, 2015**. The Company reserves the right to change and amend these General Terms and Conditions at its discretion. Changes and amendments of the General Terms and Conditions shall not apply to the Definite orders signed by a customer prior to the date of effect of such change or amendment. These General Terms and Conditions are governed by the Act No. 89/2012 Coll., Civil Code.

Definition of fundamental terms:

**Company** means IKEA Česká republika, s.r.o.

**Customer** is a person ordering the assembly service who can understand the assembly plans and approves possible changes of the plans. After the assembly has been finished, the Customer signs the Handover Protocol.

**Responsible Person** is a person over 18 years of age authorised by the Customer who represents the Customer during the assembly, can understand the assembly plans and can approve possible changes of the plans. After the assembly has been finished, the Responsible Person signs the Handover Protocol on behalf of the Customer.

**Assembly Firm** is a business partner of IKEA who provides assembly services for IKEA customers.

**Assembler** is the person performing the on-the-spot assembly on the premises specified in the Order.

1. The assembly of goods on the basis of the definite order and on the premises specified by the Customer is the sole object of this Order. The actual possibility to install, fix, or mount the goods in the space specified by the Customer is not the Company's responsibility. It is the Customer who bears this responsibility. The Company is not liable for the Customer's duties connected with purchase of the goods (e.g. buying sufficient amount of goods, of all the components necessary for the assembly, etc.) At the point of delegation of this Order the Company enters into obligation to secure assembly of furniture including accessories bought in an IKEA store and their fixing in or mounting on walls as the case may be.
2. The Customer shall secure the goods for assembly including all the parts necessary for realizing the assembly in a good condition, without any damage and complete, clearly arranged on the specified spot at the agreed time of assembly. By the time of the assembly the Customer shall have kept the goods at a constant room temperature and humidity. He/she shall also make sure the assembly team have access to an electric power connection (220 V) and a running water tap during the whole time of assembly. For technological reasons the assembly must be realized at a minimum temperature of 18°C. The Customer shall offer the Company any interaction necessary for realization of the assembly and shall provide a bin for storing the waste or recycling the waste respectively. The Customer shall also be present during the whole time of the realization of the assembly or shall secure presence of the Responsible Person. In the case of delays due to the Customer the Company is entitled to claim compensation at the amount of Kč 500 for every started hour of idle time of each Assembler.
3. If the goods are to be fixed to a wall or mounted on one, the Customer is obliged, prior to the beginning of the assembly works, to become familiar, to the reasonable extent, with the character and situation of distribution systems, bearing capacity of walls, and with possible specificities (e.g. by asking the owner of the house or the property manager, including the information on restrictions on works at weekends, on public holidays, and at the time of night rest). Prior to the initiation of the works the Customer shall, without being called on to do so, inform the Company or the Assembly Firm respectively about all the facts important for the assembly.
4. Prior to placing the definite assembly works order the Customer shall perform exact measurement and sketch the measures in a plan. The Customer may order the measurement from the Company or he/she may secure it himself/herself. If the measurement is performed by the Company, the responsibility for its correctness lies with IKEA. In the case the Customer measures the space himself/herself, he/she bears full responsibility for the measurement and the exact specification of the assembly works.
5. The Customer shall secure that no changes of the disposition (e.g. masonry, tiling, etc.) which might affect the assembly shall be made before the assembly works have been finished. If such changes of the disposition have been made, the Company bears no responsibility for the assembly works not being realized. The Customer shall secure that the assembly is not disturbed by other building or similar works in the area of the assembly of the goods.
6. The Company and the Assembly Firm bear no responsibility for any defects due to wrong or incomplete goods or their unsuitability if the Company had warned the Customer about this situation without unreasonable delay and the Customer had still insisted on realization of the assembly. In such a case the Company is entitled to withdraw from the performance contract on realization of the assembly. Also the Company is not responsible for possible defects or damage due to concealment of facts important for the assembly (see part 3).
7. In the case the assembly works as requested by the Customer or due to other circumstances the Company bears no responsibility for cannot be realized without increasing the cost, the Company is entitled to charge this increased cost to the Customer only if the Company had warned the Customer about this situation without unreasonable delay and informed him/her about the cost.
8. In the case the assembly works, either as a whole or partly, cannot be realized due to circumstances on the part of the Customer, the Company is entitled to require compensation from the Customer for the costs the Company has with it.
9. Appliances shall only be connected to the existing connections in perfect technical condition which are freely accessible and only if the connecting hoses, cables etc. of the given appliance which are to be connected to these connections can reach the place of assembly specified by the Customer. On the agreed date of assembly the Customer shall keep all the connections necessary for the purpose freely accessible. The Customer shall decide whether his/her consumables or consumables of the Assembly Firm shall be used.
10. The Customer is obliged to confirm a properly realized assembly in writing. Evident, visible damages must be reported without

delay and specified in the Handover Protocol. The entry in the assembly Handover Protocol does not automatically mean exercising the right to damage compensation. When exercising the right to compensation for damage the Customer shall submit to the Company the assembly Handover Protocol with the above stated entry on visible damages, the course of works and other facts, and eventually photo documentation of the existing state. The Company shall settle the exercised right to compensation for damage within 30 days of its exercising.

#### Price of Assembly Works

11. The price of assembly works is stipulated in the applicable price list of the Company available at IKEA stores and on the IKEA web site ([www.IKEA.cz](http://www.IKEA.cz)). The basic price of the assembly does not include glued joints, special anchors, gypsum board anchors, special anchorage and special installation material like gas hoses, sealing, and valves which are charged for separately and payable in cash at the point of handover of the assembly works. The Assembler shall make the Customer aware of the charges above the basic price of the assembly and inform him/her about the amount.
12. The Customer shall be informed about the price of the assembly which is not included in the applicable price list of the Company or in the assembly works order respectively, or about the charges for works which were agreed on only during the realization of the assembly (atypical works which occurred as late as during the very assembly) by the Assembler and the price shall be payable in cash on takeover of the assembly works.

#### Further Arrangements

13. The Customer shall perform all the legal dealings with the Company and also address all his/her questions etc. concerning the Assembly Works solely to the Company. This applies especially to complaints about the Assembly Works defects. Any legal dealings concerning the assembly works performed with third persons (Assembly Firm, Assembler, etc.) are not legally binding for the Company.
14. In the case the Customer cancels the signed Definite Order and thus withdraws from the performance contract on realization of the assembly, the Customer shall pay the Company compensation at the amount of 1 000 Kč. The contract fine is payable upon request from the Company within the period stipulated in the request form.

#### Personal Data Protection

The Company shall process the personal data of the Customer stated in the Definite Order for the purposes of the realization of the Customer's Definite Order for the period necessary for realization of the Definite Order and settlement of possible claims of the Customer arising from faulty performance. If the Customer agrees, the Company shall use these personal data for customer satisfaction survey. The Customer may withdraw the given approval in writing at any time at the Privacy Officer, IKEA Česká republika, s.r.o., Skandinávská 15a, 155 00 Praha, or by e-mail at [privacy.officer@ikea.com](mailto:privacy.officer@ikea.com). The Company shall process the Personal data both manually and automatically and shall not transfer them to other persons. The Customer provides his/her personal data on voluntary basis. The Customer has the right of access to his/her personal data, the right to correct them, and other rights pursuant to the Art. 21 of the Act No. 101/2000 Coll. on the Protection of Personal Data.

#### Terms of Guarantee and Complaints

- The quality of the assembly works is guaranteed by the contractor for twenty four (24) month from the handover of the completed assembly.
- The complaints about the assembly works are similarly governed by the Complaints Regulations of the Company. However, the Customer is not entitled to require replacement assembly if the object of the assembly cannot be returned or handed over to the Company.
- If you have any questions or complaints, please turn to the IKEA Contact Centre phone number 234 567 890, or use the e-mail address [ikea.info@ikea.com](mailto:ikea.info@ikea.com).

I confirm that I have got properly familiar with the contents of the General Terms and Conditions here in, all the data I have stated are correct, and I accept the General Terms and Conditions.  
I order the assembly according to the Assembly Order including all the annexes there to and I confirm that I have been fully informed about the conditions of the assembly works.

I agree with my personal data stated in the Definite Order to be processed by the Company IKEA Czech Republic, Ltd. for the purpose of customer satisfaction survey. My approval shall apply until revocation.

Place ..... Date..... 2015

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On behalf of the Company IKEA Česká republika, s.r.o.

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Signature of the Customer