

## **IKEA Terms and Conditions**

### **Home Measurement & Site Survey**

The home measurement and site survey is mandatory in order to obtain the installation service.

The home measurement & site survey fee will be refunded by IKEA Indonesia in form of a voucher valid one year for purchase at our IKEA Indonesia stores. Under the condition the customer will purchase the METHOD kitchen from IKEA within 6 months from site survey date.

The customer or customer's representative must be present during the site survey.

Customers must provide a minimum 24-hour notification for cancellation of a home measurement & site survey appointment to the contractor. A fee will apply to rebook missed or cancelled appointments if notification has not been received 24 hours prior to the planned appointment.

### **Kitchen Installation Service**

Following a preparatory visit by one of our approved installers, they will update us on any changes to your kitchen plan, product quotation and installation estimate. We will email or post new versions of each of these to you, along with your payment options. Upon full payment to us for the cost of the kitchen products (excluding stone, acrylic worktops and appliances) as detailed in our quotation and the installation as detailed in the installation estimate we will set your order live which will generate a provisional date that your kitchen is available. We will then liaise with you and the Installer to agree a mutually convenient delivery and installation date.

During installation we will confirm the final cost of stone or acrylic worktops and, subject to approval, payment will be taken and the order will be triggered.

IKEA Installation Service is only available on installations of more than 4 cabinets and is not available for part fits and the sole installation of worktops, appliances or sinks.

### **Bathroom Installation Service**

Please purchase all Bathroom products that you intend to have installed and arrange Home Delivery (if required). One of IKEA's approved Installers will contact you directly to discuss your Installation requirements and will conduct either a telephone survey or a preparatory visit to discuss your needs.

The certified installer will then liaise with you directly to agree a mutually convenient installation date.

The total amount payable for the installation works completed should be paid directly to the approved installer or their representative (the fitter) upon completion of all agreed works.

### **Guarantee**

We provide a 6 month guarantee of the workmanship of the services from the date of completion of your installation. This guarantee is personal to you as our customer and may not be transferred to any other person.

In the unlikely event that there is any defect with the services, please contact us and tell us as soon as reasonably possible and please give us a reasonable opportunity to repair or fix any defect and we will use every effort to do this as soon as we can.

### **Guarantee is subject to the following conditions:**

IKEA Indonesia and our installers will have no responsibility for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, and failure to follow IKEA Indonesia core instructions, misuse, alteration or repair of products without our prior approval. In addition, any claim which is based on any defect in the quality or condition of the goods or their failure to correspond to their description must be notified to us immediately upon the defect becoming evident.

### **Where can we arrange installation?**

Installation can be done in Jabotabek area only. Installations outside Jabotabek are on request.

### **Cancellation**

Before we begin to work for you, you may cancel any order for services by contacting us no later than 48 hours before the date on which we agreed to start the installation. We will confirm your cancellation in writing to you.

In that event if you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you. Please note however, that if you cancel an order for services before the appointment date and we have already started work on your order by that time, the costs customer will be charged 20% of the initial installation fee.

Once We have begun to provide the services to you, you may only cancel the order for Services by giving us clear notice if we break this contract in any material way and we do not correct or fix the situation within a reasonable time of you asking Us to in writing, or we go into liquidation or a receiver or an administrator is appointed over our assets, or you are affected by an event outside your control (e.g. strikes, civil unrest, terrorist activity or war, severe weather (including floods) or failure of telecommunications networks).

### **Rights to cancel and refund**

We may have to cancel an order for the services, if an event outside our control occurs (see paragraph 2.1 below) and we are unable to remedy the situation within a reasonable time, or the key personnel or key materials necessary to provide the services are unavailable. We will promptly contact you if this happens. If you have made any payment in advance for services that have not been provided to you, we will refund these amounts to you whether or not we have started work on your order. We may also cancel the contract for services at any time (with immediate effect by giving you written notice) if you break the terms of our contract in any material way and you do not correct or fix the situation within a reasonable time.

### **How to cancel**

Come into the store with the goods you have purchased together with your proof of purchase.

### **Refunding your money**

We will refund the price you paid for the goods and credit the refund you are due to the credit, debit or gift card that you made payment with. However, please note that we may reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

- Returning products should be unused.
- Please bring back returning items in the original packaging together with the receipt to the return counter at IKEA Indonesia store.
- If you made a purchase with your credit card, you need to come to the store in person with your credit card and ID so that we will refund the amount of your returning items on your credit card.
- If you want to exchange your purchased item, return it and get the refund first and purchase what you want.

### **Return Policy does not apply for**

Not completely satisfied with your IKEA product? Don't worry. Simply return the unused product in its original package within 30 days for a full refund. We will refund you in the same way as the original payment. Remember to bring your receipt.

We want to make sure your returned product can be enjoyed by someone else. That's why we are unable to refund some products:

- Custom-made products such as kitchen countertops
- Products that have been assembled or damaged by you
- Food products and plants
- As-Is products

### **1. Our contract with you**

- 1.1. Our contract will become binding on you and us only when we contact you and confirm that we are able to provide you with the services. We will confirm this in writing to you. Our contract is made on these terms alone.

### **2. Our duties to you and related matters**

- 2.1. We will supply the services to you on the date agreed with the planning service provider and will make

every effort to complete the services on time. However, we will not be responsible for a delay or a failure to perform due to an event outside our control. An event outside our control means any act or event beyond our reasonable control, including for example, strikes, civil unrest, terrorist activity or war, severe weather (including floods) or failure of telecommunications networks. If an Event outside our control occurs we will contact you as soon as is reasonably possible to notify you and if we fail to remedy the situation within a reasonable time you may cancel your Order if you no longer wish for us to provide the services.

- 2.2. We will need certain information from you to provide the services, for example, your choice of IKEA Indonesia kitchen and/or Bathroom, the type of property, any specific requirements or special conditions (e.g. parking restrictions, red routes, listed building status etc.). We will contact you about this. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or we may suspend our installation work. We will not be responsible for any consequences you suffer where you have not provided the information to us we have requested.
- 2.3. Our installers will need access to the area where the work is to be carried out to provide the services. If you do not allow access to our installer, we may suspend our work. We will not be responsible for any consequences you suffer where you have not provided access.
- 2.4. We may have to suspend our installation work if we have to deal with technical problems, or to make improvements to the services which we agreed with you. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

### **3. What are we responsible for?**

- 3.1. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or of our negligence.
- 3.2. If we are providing services in your property, we will make good any damage to your property caused by us in the course of our work.
- 3.3. We only supply the services for domestic and private use. You agree not to use the services for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of revenue, loss of data or loss of business or for any injury to your reputation.
- 3.4. We do not exclude or limit in any way our responsibility for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, or any other loss or damage you may suffer where our responsibility to you as a consumer cannot by law be excluded or limited under current legislation in the Republic of Indonesia.

### **4. Other important terms**

- 4.1. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 4.2. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 4.3. These terms are governed by the law of the Republic of Indonesia. You and we both agree to submit any and all dispute that we fail to resolve informally within 30 days to the exclusive jurisdiction of arbitration to be held at the Indonesian Consumer Dispute Resolution Body (Badan Penyelesaian Sengketa Konsumen) or, at our choice, at the Indonesian National Arbitration Body (Badan Arbitrase Nasional Indonesia ; BANI), both in Jakarta. Either you or we may initiate a court proceeding except to enforce an arbitration award granted in accordance with this Clause 4.3
- 4.4. If we design a product for you, we will own all the legal rights in the product, the product design and any drafts, drawings or illustrations we make for you.

### **PLEASE NOTE ADDITIONAL WORKS**

Please note that any additional works that are agreed between you and any service provider (including the Installation service provider where the works fall outside of your agreed order) will form a separate contract between you and that service provider and any payments for these additional works are paid directly to that service provider. We have no responsibility for this contract or works completed.

## **PRIVACY POLICY**

Our privacy commitment to our customers IKEA Indonesia is committed to protecting and respecting your privacy. This policy (together with our websites terms of use) sets out why we collect data from you and how it will be processed by IKEA Indonesia. Please read the policy carefully so that you understand our views and practices and how we will treat your data. The data you give to us is confidential and is only disclosed in the circumstances noted in this privacy policy.

By purchasing products and services from us or by browsing this website on a computer, mobile device or mobile phone application, you give your consent for this personal information to be used by us.

IKEA Indonesia processes your data in accordance with all relevant legislation, government policies and Information Commissioners Office guidance. We ensure that we collect the information fairly and ensure that it is kept secure.

### **Information about IKEA Indonesia and how to contact us**

If you have any questions or complaints please contact us by telephoning our Customer Service Centre on 021-29853900 or email us at CS@IKEA.co.id which can be found on our contact us page at [www.IKEA.com/id/en/](http://www.IKEA.com/id/en/)

If you wish to contact us in writing, or if any section in these terms requires you to give us notice in writing, you can send this to our registered office is at Jl. Jalur Sutera Boulevard Kav. 45, Alam Sutera Serpong, Serpong, Kec. Tangerang, Banten, INDONESIA. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.

Terms & Conditions IKEA Indonesia Updated 2nd September 2016, PT. Hero Supermarket Tbk.