

# Online Shopping Terms of Sale

## Terms and conditions

### **1. GENERAL INTRODUCTION**

These are the terms and conditions of sale (the "Terms of Sale") which apply to your purchase of goods from Online Shopping, whether through our website at [www.IKEA.co.id](http://www.IKEA.co.id) and mobile application IKEA Indonesia.

Online Shopping and the goods supplied through it are provided by PT. RUMAH MEDEL NUSANTARA (referred to here as "we", "us" and "our"). When we refer to "you" and "your" we mean the user of Online Shopping and purchaser of goods.

As well as these Terms of Sale, other important legal terms are set out in our Returns Policy. By agreeing to these Terms of Sale you also agree to the Returns Policy, all of which forms a legally binding contract between us and you. You should read these Terms of Sale and the Returns Policy carefully before buying anything from Online Shopping.

The rest of these Terms of Sale is made up of the following sections:

- Part 1 – Information about Online Shopping and the goods
- Part 2 – Buying goods
- Part 3 – Cancelling your order and returning goods
- Part 4 – General terms relating to our relationship with you.

We reserve the right to change the Terms of Sale and the Returns Policy at any time. Any changes to the Terms of Sale or the Returns Policy will be effective for all new orders placed after the change is published on the IKEA website and mobile application. You should check the Terms of Sale and Returns Policy posted on the IKEA website and mobile application before each order – they may have changed since your last visit.

If you have any questions about the Terms of Sale, the Returns Policy, the goods or Online Shopping please contact us at 021-2985 3900 or Whatsapp +62811-1300-2242 or email to [CS@ikea.co.id](mailto:CS@ikea.co.id).

### **INFORMATION ABOUT ONLINE SHOPPING AND THE GOODS**

#### **2. INFORMATION PROVIDED ON THE IKEA WEBSITE AND MOBILE APPLICATION**

- 2.1 Separate Terms of Use apply to your use of the IKEA website and mobile application. By using the website and mobile application (whether you purchase goods or not) you also agree to be bound by the Terms of Use. In the event of a conflict between these Terms of Sale and the Terms of Use, these Terms of Sale will apply.
- 2.2 We try to make sure that all information on the IKEA website and mobile application, including descriptions of our goods and listed prices, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the IKEA website and mobile application as soon as reasonably possible and if we think that such an error has affected your order we will try to let you know.
- 2.3 You should bear in mind that buying goods online provides a different shopping experience to buying in-store. You should be aware that:

- the colours of goods as shown on the website and mobile application will depend on many factors – including your display settings;
- the sizes and shapes of the goods may differ in real life from how they appear on your screen. We provide dimensions and measurements in the descriptions of the goods and it is your responsibility to check that the actual size of each item is suitable for your purpose;
- pictures and images on the website and mobile application are for illustration purposes only. For an accurate description of the goods you are considering and details of what is included with the item, you need to read the corresponding written description;
- all goods are subject to availability and we may not be able to supply your order. We retain the right to withdraw any goods from sale at any time, and our only liability to you for withdrawing any goods will be to refund to you any money paid to us in respect of those goods which we are no longer able to supply;
- we will do our best to deliver your goods in accordance with the delivery estimates given online or as advised by Online Shopping Dept, but these are only estimating and delivery dates may vary. Please see Section 10 below for more information about delivery;
- not all goods and promotions that are offered by Online Shopping will be available in-store, and vice versa. In principle, our online prices are the same as in our catalogue and in our stores. Occasionally though you may find a difference in price. This is likely to be due to either a local store or an online promotion. In the event when product price or service fee displayed is different from the actual paid amount, we will honor the lower price. We reserve the right to adjust prices, goods and special offers at our discretion.

- 10.4 We will do our best to check the website and mobile application for viruses, but we do not warrant that the website and mobile application is free of viruses or other malicious content. For your own benefit, you should make sure that you have appropriate software and systems in place to check for viruses and other malicious content on the internet.

### **3. AVAILABILITY**

We have the right at any time to modify or stop providing Online Shopping and to stop selling any or all goods through it, either temporarily or permanently and with or without notice. We shall not be liable to you for any modification, suspension or discontinuance of availability of Online Shopping.

### **4. SECURITY**

It is your responsibility to ensure that your login details, password and all other details in relation to your account remain confidential at all times. You agree to let us know as soon as possible if you know or reasonably suspect that the security of your account is at risk.

### **5. ELIGIBILITY TO ORDER GOODS**

- 5.1. You may only purchase from Online Shopping if you are aged 18 years or over. Although we sell children's products, these are intended for purchase by adults only. You also require an active email address and telephone number.
- 5.2 At times, you may be required to provide us with personal information. Refusal to provide such information may mean that you are unable to access certain parts of this Website or this App, or may render us unable to handle any applications or requests you may make and/or provide you with any products or services. If you are under the age of 18, consent from your parent or guardian is required before you provide us with any personal information.

## **BUYING GOODS**

### **6. PLACING YOUR ORDER**

- 6.1 Please see the Shop Online section for information about the steps involved in placing an order. Your order constitutes an offer to purchase goods from us. Where you order more than one item your order contains a series of offers for each item individually.
- 6.2 Our Order Confirmation webpage and email sets out the final details of your order which you have submitted to Online Shopping.
- 6.3 The Order Confirmation webpage and email contains details of the goods you have ordered and the cost of the goods. If you have paid for the goods and delivery online, it will show these costs.
- 6.4 Please note that the Order Confirmation is simply an acknowledgement that your order has been received by Online Shopping; it does not indicate that we have accepted your order and does not form a binding contract.

### **7. ORDER ACCEPTANCE**

- 7.1 Except as set out in Section 7.2 below, your order will be accepted only when we ship the product to you. There is no binding contract before we send the product to you.
- 7.2 Below, acceptance of your order will take place only when we dispatch the goods to you. Until we dispatch your goods no contract will have been formed between you and us.
- 7.3 In the case of goods that are made to order (such as made to order worktops) acceptance of your order takes place at the point at which we take payment. Please be aware that different cancellation rights apply to goods that are made to order, see our Returns Policy.
- 7.4 Although we hope to be able to supply all goods ordered, we retain the right, at our discretion and without the need to give reasons, not to accept any order at any time before it has been accepted. Should we refuse your order we will notify you as soon as reasonably possible.

### **8. PAYMENT**

- 8.1 You can pay for your goods by any of the methods specified on our Payment and Delivery page.
- 8.2 In most cases, we will take payment from your credit card at the time you place your order online.
- 8.3 Taking payment does not mean we have accepted your order, and in the event of us not accepting your order, a full refund will be given as soon as reasonably possible (and in any event within 90 days of us advising you that your order has not been accepted). In accordance to this article you agree that we have the right to decline and cancel your order due to, yet not limited to, the indication of misuse of your means of payment or other indication that you have conducted, which according to the Law of Republic of Indonesia is a violation. Any cancellation by reason of as mentioned in this Article, thus we will return your payment in full as soon as the cancellation is done (and within 90 days you will receive a notice from us that your order cannot be proceeded). You agree to accept the cancellation and relieve us from any charges and compensation in any form as a result of this cancellation.
- 8.4 Unless otherwise stated, all prices shown at Online Shopping are inclusive of VAT.
- 8.5 Except where otherwise set out in these Terms of Sale, the price payable by you for the goods is the price given by Online Shopping at the time you place your order.
- 8.6 In principle, the delivery fee applicable to your Online Purchase is the fee stated online or as indicated by the Online Shopping system at the time you confirm your order and we receive your payment. The delivery fee is calculated based on the weight, size, and quantity of the products you order, as well as the destination address. However, you acknowledge and agree that we may revise the delivery fee in the event your order requires multiple deliveries, or if the value, quantity, or dimensions of the products being delivered reasonably require a partial or full adjustment of the fee. We will always provide prior notice should there be any changes to the delivery fee. If you choose not to proceed with the purchase

under the revised delivery fee, you may cancel the order and receive a full refund.

- 8.7 In order to process your order, we ensure that the personal and financial information that you provide is accurate, for that we use a trusted payment system managed by third party (the party who stores your data during the payment process) to ensure that your payment is safe and your personal information and payment are not misused for any fraud activity.

## **9. PRICING ERRORS**

- 9.1 Whilst we try to ensure that all the prices on the IKEA website and mobile application are accurate, errors may occur. If we discover an error in the price of the goods you have ordered, we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your order at the correct price or cancelling your order.
- 9.2 If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you by email.
- 9.3 If you decide to cancel your order after we have informed you of a pricing error and you have already paid for the goods, we will give you a full refund as soon as reasonably possible (and in any event within ninety (90) days of cancellation).

## **10. DELIVERY**

- 10.1 Your goods will be delivered as shown on the Order confirmation webpage and email confirmation. The amount of postage or the delivery fee will depend entirely on what products you order and where the goods are being transported to.
- 10.2 You agree to make sure that you will be available to accept delivery of the goods on the delivery date. If you will not be available, please request a different delivery date as soon as possible by calling Phone: 021-2985-3900 or WhatsApp: 0811-1300-2242 and in any event no later than 48 hours before the planned delivery date. Additional delivery charges will apply if on delivery, there is no-one to receive the goods. See 10.3.2.
- 10.3 Delivery will take place at the delivery address specified by you during the order process, and will be subject to the following conditions;
- 10.3.1 Although we allow you to specify a different delivery address from your billing address, you are solely responsible for ensuring that we are able to make delivery to this address and that you are available to accept delivery at this address on the delivery date;
- 10.3.2 Please check the measurements of the goods you are buying to make sure there is enough space at the delivery address for delivery to take place. This includes checking that there is suitable access to the delivery address;
- 10.3.3 If delivery cannot be made due to the nature of the premises, because there is insufficient access or for any reason that is not within our reasonable control (including your absence at the time of delivery), you agree to pay our reasonable additional fees for storage and redelivery, and an administration fee for re-arranging delivery. We will inform you of the cost of these fees as soon as reasonably practicable, and you will have the option of reconfirming your order including the additional fees or cancelling your order. In the event that you cancel your order we will refund the purchase price of the goods, but you agree that we may retain your original delivery fee in compensation for the time and expenses incurred for the failed delivery;
- 10.3.4 On delivery, the delivery document must be signed by you to confirm that the delivery has taken place. This will not affect your right under law to notify us at a later date if you subsequently find defect(s) in your goods. If you refuse to sign the delivery document, this will be taken as a refusal to accept the delivery;
- 10.3.5 The delivery agents are not required to unpack or construct items as part of the delivery service;
- 10.3.6 Once the goods have been delivered to you, you become the owner of those goods and from

that point they will be at your risk. This means you will be liable for any subsequent damage, loss or destruction; and

- 10.3.7 If you are not personally available to accept delivery, you may appoint a representative to do so, in your place. The representative must be an adult capable of receiving delivery on your behalf, and you agree that we will be entitled to rely on the representative's instructions as if they were your own.
- 10.4 Where delivery is being made by our delivery company, we will use our reasonable endeavors to deliver goods to your chosen location within the delivery address, provided it is safe and practical to do so, and subject to the following conditions;
  - 10.4.1 You agree to give us in advance as much detail as possible about particular features of the Delivery Address to help ensure the delivery can take place. Please tell us, for instance, whether there will be restricted access or parking for our delivery vehicle, which floor the items are to be delivered to, and whether there are narrow doors or twisting staircases. This information must be provided when we are quoting delivery costs to you, otherwise we retain the right to charge extra delivery costs.
  - 10.4.2 It is important to check that all staircases and lifts providing access are suitable;
  - 10.4.3 If our representative reasonably considers that delivery to the room of your choice is likely to cause damage to the goods or to your property, they will inform you and record this concern on the delivery document that you need to sign as an acknowledgement for the notice. You may accept delivery in spite of such concern, but we will not be liable for any damage caused to the goods or your property as a consequence of us attempting delivery on your instructions (provided that reasonable care is taken in delivering the goods); and
  - 10.4.4 On delivery you will be required to check the condition of the packaging and whether the correct number of packages have been delivered. If there is obvious damage or items are missing or incorrect, you should record this on the delivery document. Missing items will be re-ordered, and damaged/incorrect items will be returned and, subject to these delivery conditions, replaced and delivered free of charge. You must let us know about any damaged, missing and/or incorrect goods within a reasonable period of time after you have had an opportunity to inspect the goods.

## **CANCELLING YOUR ORDER AND RETURNING GOODS**

### **11. "MADE TO ORDER" GOODS**

Orders for goods that are made to order, for example made to order worktops, cannot be cancelled after payment is taken. Once the goods have been delivered they can only be returned if they are not of satisfactory quality or reasonably fit for the purpose, and we cannot remedy the fault to your reasonable satisfaction. They cannot be returned simply because of change of mind.

### **12. "OFF THE SHELF" GOODS**

You may cancel your order for all other goods at any time up until we accept your order in accordance with PART 2 - BUYING GOODS of these Terms of Sale.

## **GENERAL TERMS RELATING TO OUR RELATIONSHIP WITH YOU**

### **13. ABOUT IKEA**

- 13.1. PT. RUMAH MEDEL NUSANTARA incorporated in Indonesia is the franchisee and operator of the IKEA concept in Indonesia.
- 13.2. If you would like more information about IKEA or want to get in touch with us: IKEA Alam Sutera: 021-2985 3900 or Whatsapp +62811-1300-2242 or email to CS@ikea.co.id.

### **14. OUR LIABILITY**

- 14.1. Our entire liability to you under these Terms of Sale and Returns Policy shall not exceed the price paid for the goods you have purchased through Online Shopping, provided that we take reasonable care when we deliver the goods to you.
- 14.2. We will not be liable to you for any loss of revenue, profits, anticipated savings, goodwill or business opportunity, for any injury to your reputation or for any losses that are not reasonably foreseeable by both of us at the time your order is accepted.
- 14.3. Despite the limitations in Sections 14.1 and 14.2 above, we do not in any way limit our liability to you for death, personal injury or fraud.
- 14.4. Where you buy as a consumer, these Terms of Sale and the Returns Policy will not affect your rights under law which cannot be otherwise excluded.

### **15. GUARANTEES**

Should you discover a manufacturing fault, the guarantee allows you a right to return your mattress and kitchen (excluding appliances) for up to twenty-five (25) years from the date of purchase, subject to certain conditions. Further details of your guarantee rights will be provided alongside the item description on the IKEA website and mobile application and with the goods on delivery. These guarantees are in addition to and do not affect your legal rights.

#### **16. EVENTS BEYOND OUR REASONABLE CONTROL**

We will not be responsible for any delay or failure to comply with these Terms of Sale or the Returns Policy if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods.

#### **17. WAIVER**

If you breach these Terms of Sale or the Returns Policy and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms of Sale or Returns Policy.

#### **18. INVALIDITY**

In the event that one or more of the terms set out in these Terms of Sale or in the Returns Policy is held to be invalid by a competent authority or the prevailing laws and regulations in Indonesia, the remaining terms shall continue to have effect and you will still be bound by them.

#### **19. PRIVACY**

Any personal information, such as your contact details, that you provide to us during the order process will be kept and used by us in accordance with our Privacy Policy which is available on our website and mobile application.

#### **20. CAPABILITY OF DOING ONLINE SHOPPING**

Transactions can only be made if you are an adult and capable of taking legal action. If you do not meet these qualifications, then you have confirmed and guaranteed that the transactions have been supervised and approved by your parents or guardians.

We are not responsible for transactions, losses suffered by you and/or third parties as a result of transactions and/or account usage with incorrect data and information.

#### **21. ABOUT IKEA INDONESIA AND HOW TO CONTACT US**

If you have any question or complaint, please call our Customer Service Center at 021- 29853900 or chat us via Whatsapp: +62811-1300-2242 or send an email to [CS@IKEA.co.id](mailto:CS@IKEA.co.id), which you can find on the [Contact Us](#) page.

#### **22. HOW TO CONTACT THE MINISTRY OF TRADE**

If you need to file a consumer complaint, you can contact the Directorate General of Consumer Protection and Trade Order at:

- Trade Order: 0811-9888-891
- Consumer Protection: 0853-1111-1010





