

GENERAL TERMS AND CONDITIONS for INTERNATIONAL SALES

by INTER IKEA SYSTEMS B.V.

March 2016

1. DEFINITION OF TERMS

In these general terms and conditions, the following terms shall have the following meanings:

- **Inter IKEA:** Inter IKEA Systems B.V., having its registered office at Olof Palmestraat 1, 2616 LN Delft, the Netherlands, Trade Register (KvK) number 27232886;
- **Buyer:** the person or (legal) entity to which the offer of Inter IKEA is addressed, with which Inter IKEA has entered into an agreement or on behalf of which the (legal) transaction is/has been performed;
- **Delivery:** the moment that the Products are delivered to the Buyer under the applicable Incoterm as set out in clause 5.1 of these Terms;
- **Products:** furniture, furnishings and related products for interior decorating which are marked "Design & Quality IKEA of Sweden";
- **Terminal:** the agreed place of delivery (quay, container yard, warehouse or transport hub) as specified by the Buyer;
- **Terms:** These General Terms and Conditions for International Sales of Inter IKEA Systems B.V..

2. SCOPE

- 2.1 These Terms apply to all sales and/or deliveries by Inter IKEA (and to all offers and negotiations for the same) of Products to Buyers with a "Ship To" address outside of the Netherlands.
- 2.2 The applicability of any general terms and conditions of the Buyer is expressly excluded.
- 2.3 Deviations from or supplements to these Terms only apply if Inter IKEA has confirmed the same in writing.
- 2.4 If a competent court or forum rules that any provision of these Terms is inapplicable or contrary to public order or the law, only the provision concerned will be considered not to have been written, while the remainder of these Terms will remain in full effect.
- 2.5 By placing an order, the Buyer acknowledges and agrees that the Products shall be used by, or under authorization of, the Buyer, in the country as designated on the invoice. The Buyer is not authorized to resell the Products for commercial or other purposes.
- 2.6 Inter IKEA is entitled to, at any time and at its sole discretion, amend these Terms without notice to the Buyer. Any amendments shall become effective immediately upon the publication thereof on franchisor.ikea.com/no-ikea-store-in-your-country-2. Amendments do not apply to orders that were confirmed by Inter IKEA in writing, as described in clause 3.4, before the date on which the amendment becomes effective.

3. OFFERS AND ORDERS

- 3.1 All offers made by Inter IKEA in official price lists, circulars, advertisements, emails, order confirmations or letters, or wherever else published or however else made, are non-binding at all times and may be withdrawn by Inter IKEA even if they include a deadline for acceptance.
- 3.2 All orders placed by the Buyer, including verbal orders or acceptances of offers, are irrevocable. If the Buyer wishes to cancel an order it shall reimburse Inter IKEA for the costs incurred by Inter IKEA in connection with the fulfilment of the order, which include labour, administrative and storage costs, in a minimum amount of 1,000 (one thousand) Euros.
- 3.3 All offers made by Inter IKEA apply for the term stated in the offer. If no term is stated, the offer is valid for 30 (thirty) days.

3.4 Inter IKEA is only bound if the Buyer, by the deadline of clause 3.3, has provided Inter IKEA with a written order in which the offer is accepted and Inter IKEA, in turn, has confirmed to the Buyer in writing that it will commence with the fulfilment of the order.

3.5 An order placed by the Buyer that deviates from the offer is deemed a request for a new offer.

3.6 Inter IKEA always has the right to withdraw any offer, and the Buyer shall not have any rights or claims in any offer, unless and until Inter IKEA has provided the Buyer with a written confirmation that it will commence with fulfilment of the order, as described in clause 3.4.

3.7 Verbal commitments by or with its personnel do not bind Inter IKEA unless Inter IKEA has explicitly confirmed these in writing.

4. PRICE

4.1 Unless stated otherwise in the offer, Product prices are:

- exclusive of VAT;
- exclusive of import and export duties and any other levies by the authorities;
- exclusive of costs for packing, loading, transport, unloading, insurance, installation, and assembly;
- exclusive of any disposal charges;
- exclusive of environmental levies or environmental surcharges that are or have been imposed by the authorities.

4.2 The prices are based on the Dutch prices of the Products at the time of the offer by Inter IKEA. These prices may change before the date of invoicing of the Products by Inter IKEA. The Buyer accepts and agrees that Inter IKEA charges the prices that apply at the time of invoicing.

4.3 The costs in connection with transport and delivery of the Products will be specified separately in the offer.

4.4 Unless expressly stated otherwise all prices are expressed in Euros. In case prices are expressed in foreign currency and the counter-value is expressed in Euros, this counter-value shall be approximate only.

5. DELIVERY, TRANSPORT AND TRANSFER OF TITLE

5.1 Unless otherwise indicated by Inter IKEA, for Products shipped by Inter IKEA the following will apply:

- a) The risk and title in the Products shall pass from Inter IKEA to the Buyer at Delivery;
- b) The costs of the carriage and the insurance of the Products, also if arranged by Inter IKEA, shall be borne by the Buyer;
- c) The Buyer shall be fully and solely responsible for clearing the Products for import and for payment of any applicable local taxes or import duties. The Buyer shall obtain at his own risk and expense any import license or other official authorization and carry out all customs formalities for the importation of the Products and, where necessary, for their transit through another country;
- d) Unless chosen otherwise by Inter IKEA, all deliveries to a Buyer with a "Ship To" address outside of the Netherlands will be made pursuant to the following term (Incoterms 2010): 'Delivered At Terminal' (DAT), which means:
 - i. Inter IKEA will clear the Products for export;
 - ii. Delivery of the Product to the Buyer is deemed to take place as soon as the Products are unloaded at the Terminal. The Buyer must indicate the exact location of the Terminal at the time of the Order;
 - iii. Inter IKEA shall arrange, on usual terms, for the carriage of the Products to the Terminal by the usual route in a waterway-, seagoing or overland vessel (as appropriate) of the type normally used for the transport of the Products;

- iv. Inter IKEA shall obtain, on usual terms, cargo insurance for the Products, which insurance will cover the carriage of the Products until the moment of unloading thereof at the Terminal;
 - v. Inter IKEA will bear the risk of loss of, or damage to, the Products until their Delivery, unless Delivery is delayed due to, or the loss or damage has been caused by, the Buyer's insufficiently clear or precise indication of the Terminal;
- e) Inter IKEA may alternatively, and at its sole discretion, choose to deliver the Products pursuant to the following term (Incoterm 2010): 'Carriage and Insurance Paid To' (CIP), in which case;
- i. Inter IKEA shall clear the Products for export;
 - ii. Delivery of the Products to the Buyer is deemed to take place when the Products are taken in charge by the nominated carrier;
 - iii. Inter IKEA will arrange for the carriage and the insurance of the Products to the destination named in the order, but the risk of damage and loss to the Products transfers from Inter IKEA to the Buyer at the Delivery;
 - iv. Inter IKEA will insure the shipment only to the minimum level of insurance coverage. If the Buyer desires additional insurance, such extra coverage will have to be arranged, and paid for, by the Buyer.

5.2 Times for delivery stated by Inter IKEA in the offer are always approximate and are never final deadlines.

5.3 The agreed time of delivery starts on the first working day after the day when Inter IKEA has provided the Buyer with a written order confirmation as specified in clause 3.4 and after all information needed to perform the agreement is in the possession of Inter IKEA. If Inter IKEA requests an advance payment (whether or not partial), the stated time of delivery does not start until the first working day after the day on which this payment is received by Inter IKEA.

5.4 Non-observance of the time of delivery, for whatever reason, will not be considered a shortcoming by Inter IKEA in the fulfillment of contractual obligations and does not entitle the Buyer to cancel or dissolve the agreement or refuse payment. However, if delivery is delayed with more than 30 (thirty) days the Buyer is entitled to cancel the agreement in writing. This will not result in any obligation on the part of Inter IKEA to compensate the Buyer for any damage or costs.

5.5 Inter IKEA is permitted to deliver the Products in partial deliveries. If the Products are delivered in partial deliveries, Inter IKEA is authorised to invoice each part separately.

5.6 Inter IKEA is free to choose the means of transport at all times. If the Buyer prefers a different type of transport, he will be liable for the extra costs.

6. ACCEPTANCE, INSPECTION AND COMPLAINTS

6.1 As to complaints, the following shall apply:

Delivery: The Buyer shall be obliged to inspect the condition of the Products and to report any visible damage or defects within 14 (fourteen) days after Delivery, or within 14 (fourteen) days after the date on which the customs authorities have cleared the Products for importation, as evidence by the customs tax invoice, whichever date is later. The inspection must be thorough and must include quantities, any damage caused during transport, and any visible defects of the Products and/or packaging. Any complaints must be made by e-mail and must contain a clear, detailed and accurate report, as well as clear images of any damage or visible defects. Any complaints must be received by Inter IKEA within the aforementioned period, failing which the Buyer will be deemed to have received the Products in sound and undamaged condition.

Product defects: The Buyer must inform Inter IKEA of any defects of any delivered Products in writing and in no event later than 2 (two) months after Delivery. Any complaints must be made by e-mail and must contain a clear, detailed and accurate description of the defect, as well as clear images of the same, and must be received by Inter IKEA within the aforementioned period, failing which the Buyer will have forfeited its right to specific performance, repair, dissolution and/or compensation by Inter IKEA.

Invoices: The Buyer must inform Inter IKEA of any complaints with regard to any Inter IKEA invoice(s) in writing and in no event later than 3 (three) months after the invoice date. In case no written complaints against the invoice have been submitted within this term, the invoice is deemed to fully and correctly represent the relevant transaction.

6.2 The Buyer must keep any Product, to which a complaint applies, available to Inter IKEA for the purpose of inspection and/or examination and in the condition which they had at the time at which the defects were discovered. The Buyer must give Inter IKEA the opportunity at all times to assess the complaint and to address any shortcoming.

6.3 In case Inter IKEA deems the complaint well-founded, i.e. that the Products do not reasonably meet the agreement, Inter IKEA shall have no obligation other than replacing the rejected Products, costs to be borne by Inter IKEA or (at Inter IKEA's sole discretion) crediting the Buyer for the paid price of the relevant Products.

6.4 Inter IKEA cannot accept any claims for damage or defects in whole or in part caused by freezing, corrosion, cracking, overheating, warping, flooding, moisture intrusion or any other condition caused by or related to weather or climate conditions; caused by misuse, modification, failure to install or operate the Products; or caused by use of electrical appliances on an incorrect voltage.

6.5 The Buyer shall not return the rejected Product to Inter IKEA without the prior written approval of Inter IKEA and on conditions to be determined by Inter IKEA.

6.6 After expiry of the complaint terms referred to in this article, the Buyer is deemed to have approved the Products, respectively the invoice(s). Complaints will not be looked into by Inter IKEA after expiry of said terms.

6.7 Complaints or defects do not give the Buyer the right to suspend payment obligations or other existing obligations towards Inter IKEA.

7. RIGHT OF WITHDRAWAL

7.1 The Buyer has the right to withdraw from the Agreement within 14 (fourteen) days after the date of delivery of the Products.

7.2 The withdrawal period commences on the day on which the Buyer acquires, or a third party on behalf of the Buyer acquires, physical possession of the Products.

7.3 To exercise the right of withdrawal, the Buyer must inform Inter IKEA of the decision to withdraw from this Agreement by an unequivocal statement (e.g. a letter sent by post, by fax or an e-mail) to the following address before the withdrawal period has expired:

Inter IKEA Systems B.V.

Att. International Sales Department

Olof Palmestraat 1

2616 LN Delft, the Netherlands

Fax: + 31 15 215 3838

E-mail: international.sales@inter-ikea.com

7.4 If the Buyer withdraws from the Agreement, Inter IKEA shall reimburse the Buyer for all payments received from the Buyer, including the costs of delivery (with the exception of the supplementary costs resulting from the Buyer's choice of a type of delivery other than the delivery offered by Inter IKEA), without undue delay and in any event no later than 14 (fourteen) days from the day on which Inter IKEA has received the returned Products.

7.5 If the Buyer withdraws from the Agreement it is obliged to, at its own risk and for its own costs, return all purchased Products to Inter IKEA no later than 14 (fourteen) days from the day on which the Buyer has communicated its decision to withdraw, failing which the withdrawal shall become invalid. The costs for returning the Products to Inter IKEA are for the Buyer's expense and shall not be reimbursed by Inter IKEA.

7.6 The right of withdrawal does not apply to Products which are either custom-made to the Buyer's specifications, or which are, due to their properties, not fit for reshipment.

7.7 The Buyer will be liable for any diminished value of the returned Products, resulting from any handling thereof other than necessary to reasonably establish the nature, characteristics and functioning of the Products. The Buyer will reimburse Inter IKEA for said diminished value. Inter IKEA has the right to send the Buyer an invoice for, or to set off against any payments made by Inter IKEA to the Buyer under clause 7.4 above, an amount equivalent to such diminished value.

8. FORCE MAJEURE

8.1 Inter IKEA is not bound to comply with any obligation, if it is prevented from doing so as a result of a circumstance for which it is not to blame, or for which pursuant to law, legal acts or generally held opinion, it is not responsible.

8.2 If force majeure or other extraordinary circumstances - including, but not limited to, a strike, a stagnated product supply or a fire, either at Inter IKEA or at (one of) its suppliers or subcontractors - prevent Inter IKEA from complying or complying in a timely manner with its obligations under the agreement, it has the right to perform the obligations concerned within a reasonable period, or - if compliance within a reasonable period is not possible - to declare the agreement terminated either in whole or in part.

9. PAYMENT AND SECURITY

9.1 Payment must be made in Euros - without any form of settlement or postponement - by crediting the amount concerned to one of the accounts stated on the invoice.

9.2 The Buyer must pay the invoice amounts in full by the payment deadline agreed with Inter IKEA. This payment deadline should be considered a fatal deadline. For payments by bank, the date on which the bank account of Inter IKEA is credited, will apply as payment date.

9.3 In the event of late or incomplete payment, the Buyer will owe Inter IKEA interest of 1% per month or part of a month, whereby part of a month qualifies as a full month, calculated over the remaining invoice amount from the due date up to and including the day of full payment.

9.4 All costs accruing for collection purposes, in particular extrajudicial costs, are at the expense of the Buyer. The extrajudicial costs are set at 15% at least of the principal amounts that are owed, with a minimum of 750 (seven hundred fifty) Euros.

9.5 Each payment by the Buyer will be applied first towards payment of the interest owed and then to payment of the collection charges, except for legal costs. Not until these amounts have been paid in full will any payment by the Buyer be used to reduce the receivable principal amounts, starting with the oldest invoice.

9.6 Inter IKEA is entitled to demand payment in full prior to or upon delivery of the Products.

9.7 Inter IKEA reserves the right to refuse delivery if there are doubts about the creditworthiness of the Buyer or due to other business reasons.

10. WARRANTY

10.1 The applicable warranty periods for the Products, as may be amended from time to time, are published on <franchisor.ikea.com/no-ikea-store-in-your-country-2>. The applicable warranty period starts on the date of delivery of the relevant Product by Inter IKEA.

10.2 The warranty applies to domestic and non-commercial use of the Products only.

10.3 The warranty is for the benefit of the original Buyer of the Product and is not transferable.

10.4 The warranty applies only to manufacture defects and not against damages, defects or failures caused by normal wear and tear, freezing, corrosion, cracking, overheating, warping, flooding, moisture intrusion or any other condition caused by or related to weather and climate conditions; caused by misuse, modification, failure to properly install, operate, maintain or clean the Products; or caused by use of electrical appliances on an incorrect voltage.

10.5 In the event of defects within the warranty period, Inter IKEA, at its discretion, will replace or arrange for the repair of the Products within a reasonable period after receipt of the Products, or, if returning the Products is not reasonably possible, after written notification of the defect by the Buyer. In case of replacement, the Buyer undertakes to return the replaced Products to Inter IKEA and to assign title to these Products to Inter IKEA.

11. LIABILITY AND INDEMNIFICATION

11.1 The Buyer guarantees that the measurements, requirements, specifications and other data notified by him or his behalf to Inter IKEA are correct and complete and indemnifies Inter IKEA against all damage and losses Inter IKEA may suffer in case of incorrect or incomplete data.

11.2 Inter IKEA does not accept any liability for any consequential loss or damage caused by Products delivered by Inter IKEA under these Terms, unless the Buyer can demonstrate that the loss or damage was caused by an intentional act or omission, or gross negligence, on the part of Inter IKEA, in which case the liability of Inter IKEA will be limited to the sale value of the Product that caused the consequential loss or damage sustained by the Buyer.

12. TERMINATION

12.1 If the Buyer fails to comply with any of his/her obligations ensuing from the agreement, or fails to do so in a timely or proper manner, as well as in the event of its bankruptcy or application for bankruptcy, moratorium or application for a moratorium or total or partial takeover or liquidation of the Buyer's company, the Buyer will be considered in default by operation of law and Inter IKEA will have the right either to defer the performance of the agreement partly or in its entirety, or to declare said agreement terminated in part or in whole, without judicial intervention, without prejudice to any further rights accruing to Inter IKEA, including the right to demand full payment of damages.

13. INTELLECTUAL PROPERTY

13.1 The intellectual property rights to or in connection with the delivered Products shall remain with Inter IKEA or with third party title owners and shall never be transferred to the Buyer.

13.2 The Buyer may not (a) use its relationship with Inter IKEA, Inter IKEA Group companies, or the existence of any offer or Agreement, for any marketing purposes; (b) refer to Inter IKEA, Inter IKEA Group companies or any offer or Agreement in any company presentation or press release; or (c) use in any way (whether on the internet or in any other communication to the public) any trade name, business name, logotype or trade mark of Inter IKEA (including e.g. the trademark "IKEA").

14. NOTICES

14.1 Notices can be provided digitally. Notifications sent to Inter IKEA can be sent to international.sales@inter-ikea.com. Inter IKEA's electronic system is the only evidence of the content and time of the notification.

15. APPLICABLE LAW AND COMPETENT COURT

15.1 These Terms and all offers, orders and all ensuing agreements are governed by the laws of the Netherlands. The applicability of the United Nations Treaty Convention on agreements for the International Sale of Products (Vienna Sales Convention) is expressly excluded.

15.2 These Terms do not prejudice any mandatory statutory remedies that are available to the Buyer under local consumer laws.

15.3 All disputes (including matters that are considered disputes by only one of the parties) that may arise between Inter IKEA and the Buyer in relation to these Terms, an offer or an Agreement shall be exclusively resolved by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. All communications and proceedings shall be held in the English language. The place of arbitration shall be Amsterdam, the Netherlands.