

MICHAEL HILL DIAMOND WARRANTY

Terms and Conditions

The Terms and Conditions of the Michael Hill Diamond Warranty (**Warranty**) form a binding legal contract between you and Michael Hill Wholesale Pty Ltd ACN 003 274 600 (**Michael Hill**). You acknowledge that these Terms and Conditions are a contract, you have read these Terms and Conditions and you agree to be bound by them.

Activating the Warranty

To activate the Warranty, you must provide your name and a valid email address when purchasing your Item.

Item inspections

The Warranty covers the diamond(s) in a single purchased item (your **Item**). For the Warranty to remain valid, you must have your Item assessed every 6 months by an authorised Michael Hill team member at any Michael Hill store (**Inspection**). Provide our instore team member with your proof of purchase (your receipt or tax invoice) for your Item or your photo ID and we will look up your Warranty and conduct your Inspection. You must ensure that details of the Inspection are recorded by an authorised Michael Hill team member on your Item's Inspection Records.

During your Inspection, we will recommend any repair services that are covered by the Warranty and that are necessary to keep your Item in acceptable condition. If you have concerns about your Item between your 6-monthly inspections, bring your Item to any Michael Hill store. We will assess your item and recommend any repair services that are necessary to keep your Item in acceptable condition.

For the Warranty to remain valid, you must agree to and pay for the recommended repair services being provided for your Item. If you have a Professional Care Plan for your item, ask a Michael Hill team member if the repair services will be covered by the Plan.

What repair services are covered by the Warranty?

Subject to the Exclusions, the Warranty covers the following repair services:

- Resetting a loose or separated diamond.
- Replacing a damaged diamond.
- Replacing a lost diamond.

While completing any of the repair services described above, the Warranty also covers the following additional repair services if required:

- Rhodium plate your Item, if your item was originally rhodium-plated.
- Complete basic reshaping of your ring or solid bangle.

The Warranty covers the costs of parts and labour associated with replacing that diamond, including the value of any metal required to reset or secure the diamond, up to the value of the price paid by the Purchaser for the Item.

Any materials supplied under the Warranty, including replacement diamonds where applicable, will have the same characteristics (such as colour, cut, clarity and natural or lab-grown) as the materials described in the Item's Certificate of Authenticity.



What repair services are not covered by the Warranty?

The Warranty does not cover the following repair services (the **Exclusions**):

- Costs of parts or labour associated with replacing a diamond that exceed the value of the price paid by the Purchaser for the Item.
- Services to repair a loose or separated diamond or replace a damaged or lost diamond where that loss or damage was caused by impact.
- Services to repair a loose or separated diamond or replace a damaged or lost diamond where that loss or damage was caused by lack of reasonable maintenance expected for your Item.
- Services to repair or replace your Item that you are entitled to under local consumer law.
- General repair services to keep your Item in acceptable condition, such as resizing or rhodium plating.
- Any damage that we reasonably consider to be deliberate, including tampering with the metal or physical impact to the setting.
- Any additional work required on the item, this includes but is not limited to: rebuilding/replacing claws that have not failed, re-shaping of an item beyond a basic level, soldering, or resizing of your item.

Natural feathering or inclusions within a diamond are not considered damage, and a diamond cannot be replaced under the Warranty for that reason. The Warranty also expressly excludes loss or theft of, or damage to, the Item while the Item is at a repair services facility or awaiting parts, and any incidental or other costs that result from any services or repairs provided under the Warranty.

Warranty Transfer

The Purchaser of the Item is entitled to transfer the Warranty to a Recipient on one occasion. The Warranty cannot be transferred from the Item to another item.

Voiding the Warranty

The Warranty will be voided on the earlier of any of the following events:

- When you decline any repair service recommended under the Warranty.
- When more than 6 months have passed since the last Inspection recorded on the Inspection Records.
- When the cost of parts or labour for any recommended repair service exceed the value of the price paid for the Item.
- When the Item is reasonably deemed as unrepairable by a Michael Hill professional jeweller.
- When the Item is modified in a way that changes its original design.
- When you have any repair work undertaken completed on the Item outside of the Warranty by a non-authorized repairer.

When the Warranty is voided for any of the reasons described here, it cannot be reinstated.



Important information

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

We take care to respect your privacy when you provide us your details to obtain services under the Warranty. Visit michaelhill.com.au/privacy for more information.

Please keep a copy of these Terms and Conditions (including the receipt or tax invoice for your Item) for your records.

Definitions

Exclusions means the repair services that are not covered by the Warranty.

Inspection means the assessment provided by an authorised Michael Hill representative at a Michael Hill store for your Item.

Inspection Records means the digital record maintained by Michael Hill that describes all Inspections provided for your Item.

Item means the item purchased by the Purchaser and held by the Purchaser or the Recipient.

Purchaser means the individual who originally purchased the Item and has the transaction recorded under their name.

Recipient means the recipient of the Item and the transferred Warranty from the Purchaser.

Warranty means the Michael Hill Diamond Warranty described in these Terms and Conditions.

