

Professional Care Plan

The Michael Hill Professional Care Plan offers you peace of mind protection on your valued purchase. Professional Care Plans are available in either a three year or ten year plan and includes the following services up to the total value of the product purchase price:

- Ring sizings (within product sizing guidelines*, once per year)
- Re-tipping of prongs
- Stone tightening
- Refinishing and polishing
- Reshaping of rings
- Cleaning and inspecting
- Earring repair, post straightening and rethreading
- Chain and bracelet soldering (except for the purpose to lengthen the item)
- Rhodium plating (for rhodium plated parts of items only, once per year)
- Resetting diamonds and gemstones
- Pendant bail repair
- Clasp repair, tightening, and replacement (except replacement on hinged bangles).

Unless limited above, you may access these services as often as you like until your plan expires.

*Certain ring styles are not suitable for sizing and are excluded from this service.

The usual protections provided by the Consumer Guarantees Act ("CGA"), will apply whether or not you purchase a Professional Care Plan Agreement ("Plan"). Those protections are statutory guarantees that are implied by the CGA into every contract for the supply of goods or services. Under the CGA, goods must: be of acceptable quality; be fit for a particular purpose that the consumer made known to the supplier, unless it was unreasonable for the consumer to rely on the supplier's skill when selecting the goods for that purpose; match any description given to the consumer; match any sample or demonstration model shown to the consumer; be able to be legally sold to the consumer; arrive on time and in acceptable condition; have spare parts and repair facilities available for a reasonable time, unless the consumer is notified that the manufacturer does not undertake that repair facilities and parts will be available; and comply with any express guarantee given by a manufacturer. Under the CGA, services must: be carried out with reasonable care and skill; achieve the result the consumer made known to the business that the consumer was seeking, unless it was unreasonable for the consumer to rely on the businesses' skill to expect that result; be finished by the agreed date or within a reasonable time if no completion date was agreed; be supplied at the agreed price or at a reasonable price if no price was agreed. In addition to the CGA protections, the Plan offers ongoing services (for the duration of the Plan). You can purchase a Plan for either a 3-year or 10-year term, beginning on the purchase date. The CGA protections apply from the date of purchase. The differences between the CGA protections and the benefits of the Plan are summarised in the table below, and the full terms and conditions of the Plan are set out in this document (including the incorporated purchase receipt).

Please note that the Michael Hill Professional Care Plan is only available to purchase with selected products, and is not available to purchase with watches, stainless steel jewellery, pearl necklaces or bracelets, and selected titanium, tungsten and cobalt rings, or any other product Michael Hill elects.

| | Michael Hill Plan | CGA |
|---|--|---|
| Period of cover | Up to 3 years or 10 Years, depending on which period of coverage you purchase (during which time you can utilise the services up to the value of the purchase price of the product covered), but ceasing if the original product covered is replaced with another of equal or greater retail value; or when the total aggregate value for services provided under this Plan are equal to or exceed the purchase price of the product covered; or you cancel this Plan. | For a reasonable period after you purchase the item, taking into account (amongst other things) the price and nature of the item |
| Is the warranty transferable? | No, the Plan applies to the original purchaser only | Rights under the CGA are transferable if the item is given to a third party as a gift |
| Faulty product | Not covered by plan – refer CGA | If an item fault or failure to comply with a CGA guarantee is minor and can be fixed, Michael Hill can choose to repair the item, replace it or refund the purchase price. If the fault is of a substantial character then you can choose to return the item for a refund or replacement (at your choice) |
| Repair of damage caused by accident, abuse, misuse | Not covered | Not covered, unless the damage was contributed to by a design or manufacturing defect or because the item was not fit for purpose |
| Replacement of stones due to loss | Not covered by plan – refer CGA | Covered if the loss was caused by the item being defective or otherwise not meeting the CGA guarantees |
| The following services: - ring sizings (within product sizing guidelines; maximum once every 12 months) excluding certain styles of ring which Michael Hill deems not suitable for resizing | Michael Hill will provide these services during the term of the Plan, except some ring styles are not suitable for sizing and are excluded from that service, provided that total services parts and labour is limited to the value of the purchase price of the product covered | Covered if necessary to remedy a fault or other failure of the item to meet a CGA guarantee |
| The following services: - re-tipping of prongs (not re-shanking) - reshaping of rings - stone tightening - earring repair, post straightening and rethreading - chain and bracelet soldering (except for the purpose to lengthen the item) - rhodium plating (for rhodium plated parts of items only, once per 12 month period) - resetting diamonds/gemstones - pendant bail repair - clasp repair, tightening, and replacement (except replacement on hinged bangles) - refinishing and polishing - cleaning/inspecting | Michael Hill will provide these services during the term of the Plan, provided that total services parts and labour is limited to the value of the purchase price of the product covered unless excluded by the circumstances outlined under "What is not covered" in this Plan. However, if the services need to be provided because of a fault of the item, Michael Hill will provide those services in accordance with the CGA | Covered if necessary to remedy a fault or other failure of the item to meet a CGA guarantee |

Cancellation

The Plan is an extended warranty for the purposes of the Fair Trading Act 1986. You have a statutory right to cancel the Plan within 5 working days of receiving this Plan, and receive a full refund. In addition, Michael Hill will allow you to cancel the Plan, and receive a full refund, at any time within 30 days of the purchase date provided that no services have been provided under the Plan. Without limiting your statutory rights, you may also cancel your Plan at any other time during the term and no refund shall be payable to you. Once cancelled you will no longer receive services under the Plan.

Terms & conditions

This document (including the purchase receipt attached as part of it) forms a binding legal contract between you, the purchaser, and Michael Hill Jeweller Limited (referred to herein as the "Plan"). By purchasing it, you understand that it is such a contract and acknowledge that you have the opportunity to read the terms and conditions set forth herein. You are not able to transfer the Plan to any other person. This Plan is not a contract of insurance.

Instructions and to obtain service

You must keep this document (including the attached purchase receipt for the product); they are integral parts of the Plan. To obtain service under your Plan, produce the covered item along with this Plan to a Michael Hill representative at a Michael Hill store.

What is covered by the Plan?

This Plan covers one purchased item only and is not transferable. This Plan covers parts and labour costs, up to the value of the purchase price of the product covered. Unless you have a valid claim under the CGA, you will need to pay for any parts or service costs that go beyond the value of the purchase price of the covered product. A Michael Hill representative will inform you of such costs before undertaking any such services. The services covered under the Plan include: ring sizings (within product sizing guidelines; maximum once every 12 months) excluding certain styles of ring which Michael Hill deems not suitable for resizing; re-tipping of prongs (not re-shanking); stone tightening; refinishing and polishing; reshape of rings caused through reasonable wear and tear; cleaning and inspecting; earring repair, post straightening and rethreading; chain and bracelet soldering (except for the purpose to lengthen the item); rhodium plating (for rhodium plated parts of items only; maximum once every 12 months); resetting diamonds and gemstones; pendant bail repair on worn bails; and, clasp repair, tightening, and replacement (except replacement on hinged bangles). Unless limited above, including by maximum value of services being limited to the value of the purchase price of the covered product, you may access the services covered under the Plan as often as you like until the Plan expires (as described below).

What is not covered by the Plan?

(1) Modifications, parts and/or repairs not undertaken or supplied by or on behalf of Michael Hill; (2) Except as expressly stated in the Plan, cosmetic damage including scratches, peelings, dents, that do not impede the mechanical functionality of the item; (3) Re-shanking of rings; (4) Incidental or consequential damages; (5) Damage from accident, abuse, misuse, introduction of foreign objects into the product, tampering with prongs, unauthorised modifications or alterations, or failure to follow the manufacturer's instructions; (6) Damage covered by any other warranty or service plan; (7) Third party actions (fire, collision, vandalism, theft etc); (8) Damages from the elements or Acts of God; (9) Damages from war, invasion or act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labour disturbance, lockout or civil commotion; (10) Except as expressly stated in the Plan, preventative maintenance; (11) Inclusions in gemstones and diamonds; (12) Loss of diamonds, gemstones or any other parts of the covered product; (13) Any loss other than those expressly stated in the Plan; (14) Accessories used in conjunction with a covered product or any damage caused by use of such accessory; (15) Loss of use during the period the covered product is at a services facility or otherwise awaiting parts; (16) Lengthening a chain or bracelet by soldering; (17) restringing of pearl necklaces and bracelets; (18) rejoining links in hollow chains and bracelets; (19) repairing dented hollow chains, earrings, bracelets, bangles, earrings and pendants; (20) repair or replacement of damaged bangle hinges.

The limitations of the Plan above are not intended to limit your rights under the CGA.

Term of Plan and expiry

The maximum term of your Plan is specified on the purchase receipt included as an attachment to this Plan, and will be either three years or ten years as indicated. Coverage of this Plan begins on the date of purchase and expires on the earlier of:

- the end of the maximum term (calculated from the date of purchase); or
- the original product covered is replaced with another of equal or greater retail value in circumstances which would not be a CGA claim; or
- when you cancel this Plan; or
- when the total aggregate value for services provided under this Plan are equal to or exceed the purchase price of the product covered.

Renewal

Please take your time to consider which plan is appropriate for you, as we do not offer renewal of plans.

Limit of Liability

Without limiting our liability under the CGA, our total aggregate liability under the Plan is the purchase price paid for the product covered. In the event that the total aggregate value of all services provided under this Plan is equal to or exceeds the purchase price of the product, or the original product is replaced with another of equal or greater retail value in circumstances which would not be a CGA claim, all obligations under the Plan are deemed to be satisfied.

Important information – you must keep your purchase receipt

The following important information in relation to your Plan is printed on the attached purchase receipt provided to you at the time of purchasing the covered product and this Plan: (a) your name; (b) term of the Plan; (c) date of purchase of the covered product and this Plan; (d) description of the product covered by this Plan; (e) purchase price of the product covered.

Privacy

At Michael Hill, we take care to respect your privacy when you visit or contact us, including when you provide us your details to purchase and obtain services under this Plan. To find out more about our privacy practices please visit michaelhill.co.nz/privacy.

Plan Pricing

| Price Bracket | 3 Year Plan | 10 year Plan |
|--------------------------|-------------|--------------|
| \$100 to \$199.99 | \$39 | \$49 |
| \$200 to \$399.99 | \$49 | \$89 |
| \$400 to \$599.99 | \$69 | \$109 |
| \$600 to \$799.99 | \$79 | \$139 |
| \$800 to \$999.99 | \$89 | \$149 |
| \$1,000 to \$1,249.99 | \$99 | \$169 |
| \$1,250 to \$1,499.99 | \$109 | \$189 |
| \$1,500 to \$1,999.99 | \$129 | \$229 |
| \$2,000 to \$2,499.99 | \$149 | \$249 |
| \$2,500 to \$2,999.99 | \$159 | \$269 |
| \$3,000 to \$3,999.99 | \$189 | \$319 |
| \$4,000 to \$4,999.99 | \$219 | \$399 |
| \$5,000 to \$5,999.99 | \$249 | \$449 |
| \$6,000 to \$7,999.99 | \$299 | \$529 |
| \$8,000 to \$9,999.99 | \$359 | \$629 |
| \$10,000 to \$14,999.99 | \$479 | \$929 |
| \$15,000 to \$19,999.99 | \$719 | \$1029 |
| \$20,000 to \$24,999.99 | - | \$1,439 |
| \$25,000 to \$29,999.99 | - | \$1,649 |
| \$30,000 to \$999,999.99 | - | \$2,059 |

All prices are GST inclusive

Plan Details

Customer name:

Term of Plan:

Commencement date:

Expiry date:

Purchase price of product:

(limit of value of services under this Plan)

Customer signature:

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