



THIS MICHAEL HILL PROFESSIONAL CARE PLAN

is designed to give you peace of mind with your purchase. It includes key services and repairs that will allow you to take care of your piece and is available for either 3 or 10 years.

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 following table, and the full terms and conditions of the Plan are set out in this document (including the incorporated purchase receipt).

	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 the 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 the Plan – refer CGA.	Covered if the loss was caused by the item being defective or otherwise not meeting the CGA guarantees.
<p>The following services:</p> <ul style="list-style-type: none"> resize your ring once a year (within product sizing standards) excluding certain styles of ring which Michael Hill deems not suitable for resizing. 	<p>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.</p>	<p>Covered if necessary to remedy a fault or other failure of the item to meet a CGA guarantee.</p>
<p>The following services:</p> <ul style="list-style-type: none"> professionally clean and inspect your item refinish and polish your item complete basic re-shaping of your ring or solid bangle rhodium plate your item once a year (for rhodium plated parts of items only) tighten your stone(s) reset your precious stone (but not supply it) re-tip your claws/prongs (but not re-build or replace) solder your chain or bracelet including shortening (lengthening is not permitted) tighten, repair or replace your clasp (except on hinged bangles) repair a worn bail on your pendant re-join tennis bracelet links, tighten or repair tennis bracelet clasps (length changes and clasp replacement are not permitted) provide earring post replacement or butterfly replacement re-align your earring post straighten or re-thread your earring post. 	<p>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” or “Exclusions” 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.</p>	<p>Covered if necessary to remedy a fault or other failure of the item to meet a CGA guarantee.</p>
Cancellation		
<p>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 to this statutory right, 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. To cancel, contact us by phone or email on the contact details below, or visit us at any Michael Hill store.</p>		

Michael Hill Proposal Guarantee

Need a little extra peace of mind? When you buy a Professional Care Plan from Michael Hill, in addition to our 30 day Change of Mind policy, we will give you an extra 60 days to exchange your unworn engagement ring in As New Condition with something of equal or greater value (you will need to pay any difference). This is our way of giving you reassurance - if this is not the perfect piece, you can bring it back unworn within 90 days and select something else.

TERMS & CONDITIONS

The Michael Hill Professional Care Plan forms a binding legal contract between you and Michael Hill Jeweller Limited. By purchasing the Plan, you understand that it is a contract, acknowledge that you have the opportunity to read these Terms and Conditions (including the attached purchase receipt) and agree to be bound by them. The Plan is not a contract of insurance.

INSTRUCTIONS AND TO OBTAIN SERVICE

Provide your proof of purchase or photo ID to us and we will look up your care Plan for you instore.

WHAT IS COVERED BY THE PLAN?

The Plan covers a single purchased item and the Plan may be gifted once only. The Plan comprises a range of services and repairs for your item. Under the Plan, we will:

- professionally clean and inspect your item
- refinish and polish your item
- complete basic re-shaping of your ring or solid bangle
- rhodium plate your item once a year (for rhodium plated parts of items only)
- resize your ring once a year (within Michael Hill's product sizing standards - this may exclude certain styles that are not suitable for resizing)
- tighten your stone(s)
- reset your precious stone (but not supply it)
- re-tip your claws/prongs (but not re-build or replace)
- solder your chain or bracelet including shortening (lengthening is not permitted)
- tighten, repair or replace your clasp (except on hinged bangles)
- repair a worn bail on your pendant
- re-join tennis bracelet links, tighten or repair tennis bracelet clasps (length changes and clasp replacement are not permitted)
- provide earring post replacement or butterfly replacement
- re-align your earring post
- straighten or re-thread your earring post

The Plan covers parts (excluding diamonds and gemstones) and labour costs, up to the value of the recommended retail price of the item covered by the Plan.

You will need to cover the cost of any parts or labour costs that exceed the value of the recommended retail price of the item. A Michael Hill representative will inform you of any additional costs before undertaking any services under the Plan.

WHAT IS NOT COVERED BY THE PLAN?

The Plan is limited to the services and repairs listed above. The following services or repairs are examples of what the Plan does not include:

Any repair work on the item undertaken by any jeweller or repairer that is not completed via Michael Hill. Additional preventative maintenance that isn't already included in the Plan. Minor cosmetic damage including scratches, peelings or dents. Re-shanking of rings. Damage from abuse, misuse, introduction of foreign objects into the item, tampering with claws/prongs, unauthorised modifications or alterations. Repair or replacement of damaged bangle hinges. Supply, replacement or repair of diamonds and gemstones. Lengthening of a chain or bracelet by soldering. Restrings of pearl necklaces and bracelets. Repairing dents in hollow chains, earrings, bracelets, bangles, earrings and pendants. Modification of the item that changes its original design.

EXCLUSIONS

The Plan expressly excludes loss of use during the period the covered product is at a services facility or awaiting parts, damage or loss caused by third party actions beyond your control (including but not limited to forces of nature, fire pandemic, industrial action, action by a government agency,

collision, vandalism or theft) and incidental or other costs that result from any items or services or repairs included under the Plan.

TERM OF PLAN AND EXPIRY

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

- the end of either the three year or ten year term (calculated from the date of purchase); or
- the original item associated with the Plan is replaced with another of equal or greater; or
- value in circumstances which would not be a CGA claim; or
- when you cancel this Plan; or
- when the total parts and labour costs reach the value of the recommended retail price of the product.

RENEWAL

Please take your time to consider whether the Plan is appropriate for you and your item, as we do not offer renewals.

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 the 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 provide your purchase details

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.

ELIGIBILITY

A Plan is not available for all items. Ask instore to see if a Plan can be purchased for that item.

PRIVACY

We take care to respect your privacy when you provide us your details to purchase and obtain services under this Plan. Visit michaelhill.co.nz/privacy for more information.

MICHAEL HILL PROPOSAL GUARANTEE

For the purposes of this additional 60-day guarantee, an engagement ring is classified as any ring sold by Michael Hill. As New Condition means the ring must be in pristine condition with no damage, scratches, or signs of wear, and the ring must not have been resized (whether resized as part of the purchase or after purchase) or had any kind of work completed on it (under the Plan or by a non-Michael Hill jeweller). Michael Hill will determine in its discretion whether a ring is in As New Condition.

90 days is calculated from the first date the ring is collected from a store or delivered to you from Michael Hill. Your exchange must be for equal or greater value than the original ring, and any difference in cost must be paid by you.

Our Proposal Guarantee is in addition to, and in no way limits, your legal entitlement and existing rights under CGA. The terms of Michael Hill's 30-day Change of Mind policy continue to apply.

Michael Hill Jeweller Limited

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W: michaelhill.co.nz

NAME:

PLAN NUMBER:

TERM OF PLAN:

COMMENCEMENT DATE:

EXPIRY DATE:

RECOMMENDED RETAIL PRICE:

CUSTOMER SIGNATURE: