

CONDITIONS OF USE OF YOUR H&J SMITH CHARGE CARD

1. YOUR HJS CARD

If your application is accepted, an HJS Card will be issued to you with your name and account number embossed on the front. You must sign the HJS Card when you receive it, and by doing so and/or using it, you, and any additional card holder, will become bound by these Conditions of Use. The HJS Card will always remain our property, and you must return it immediately if requested. We reserve the right at any time to retain possession of the Card when tendered at any of our stores.

2. USING YOUR HJS CARD

Your HJS Card may be used at any of our stores, and other nominated outlets, for the purchase of any goods/services we offer. You may purchase goods by signing a voucher supplied by the store, or by requesting a purchase by mail or telephone. This action will AUTHORISE THE CHARGING OF YOUR ACCOUNT with the selling price of the goods purchased. The SIGNING of the signature panel on the card and its subsequent use CONSTITUTES ACCEPTANCE OF THESE CONDITIONS OF USE.

3. LOST OR STOLEN HJS CARD

If your HJS Card is lost or stolen, you must immediately telephone us on 03 211 0199 and we will suspend the HJS Card. You must send written confirmation within seven (7) days to H&J Smith Finance Limited, PO Box 824, Invercargill 9840, for your HJS Card to be cancelled. If some third party uses your HJS Card fraudulently you will be liable for all purchases until either form of notification is received.

4. PAYMENT

Payments can be made at any HJS Store or by post to H&J Smith Limited, PO Box 824, Invercargill 9840. Always enclose the remittance advice from your statement with your payment.

5. RISK AND TITLE

It is clearly understood that in consideration of credit facilities being approved to the applicant, payment will be made strictly according to the terms and conditions of sale AS DEFINED BY THE CREDITOR, H&J SMITH LIMITED (the Company). It is clearly understood that risk in any goods supplied by the Company to a customer shall pass when such goods are delivered to the customer or into custody on the customer's behalf, but ownership in such goods is retained by the company until payment is made for the goods, and for all other goods supplied by the Company to the customer. (If such goods are sold by the customer prior to payment therefore, and if they shall become constituents of other goods, then the proceeds of sale thereof shall become the property of the Company.)

H&J Smith Limited, its servants and agents, may immediately, without giving the customer any notice or waiting any time, retake possession of the goods supplied, or any other goods supplied by H&J Smith Limited under any arrangement under which title in those goods is still retained by H&J Smith Limited.

The customer gives H&J Smith Limited leave and licence for its servants and agents to enter and remain upon any land or premises wherein the goods which in the opinion of H&J Smith Limited may be and take possession of the said goods.

Should H&J Smith Limited, its servants and/or agents have occasion to take legal action or any recovery action in regard to its rights under this agreement it is clearly understood and agreed by the applicant that any and all costs and expenses involved in such action(s) shall be payable by the applicant.

6. CLOSING YOUR ACCOUNT

We may close your Account without notice if you are in breach of any of these Conditions of use or are adjudicated bankrupt, or by one month's written notice. You may close your Account at any time by notifying us in writing.

7. OBLIGATIONS ON CLOSING YOUR ACCOUNT

Upon closure of your Account the full amount of any outstanding balance, together with interest and charges, becomes immediately due for payment to us. Your HJS Card and any other additional card issued must be returned and interest will continue to be charged until your Account is settled in full.

8. ALTERATIONS

We may alter any of these Conditions of Use or vary the rates of interest and other charges from time to time. We may close your Account, or revise or withdraw your credit without any period of notice.

9. ASSIGNMENT

We may assign to any other person or company, all or any part of your indebtedness to us, and the assignee shall be entitled to claim all or part of the indebtedness and shall have the same rights of recovery as H&J Smith Limited.

10. DISCLOSURE

Notwithstanding the Privacy Act 1993, we may disclose details of your Account to any person who has an interest in this agreement or to any credit reference agency.

11. ADDITIONAL CARDS

If requested, we may issue an additional HJS Card to a person you nominate and purchases made by the use of the additional HJS Card will be charged to your Account. You will be liable for all monies due as a result of the use of the additional HJS Card as if you have used the additional HJS Card yourself.

12. NOTICES

Any notice required to be sent by us to you will be deemed to have been properly sent if mailed to you at your address last known to us. You are required to immediately notify us in writing of any change in your address.

13. GUARANTEES AND CONDITIONS

- 13.1. This clause 13 shall apply where the Customer is a Consumer.
- 13.2. Subject to the rights and remedies contained in the Consumer Guarantees Act 1993, if, as the result of some fault on the Company's part, the goods supplied are defective in that:
 - 13.2.1. They are not of acceptable quality; or
 - 13.2.2. They are not reasonably fit for any particular communicated purpose where the Customer has reasonably relied on the Company's skill or judgment; or
 - 13.2.3. They do not comply with the description given to the Customer before purchase; or
 - 13.2.4. They do not comply with the sample or demonstration model shown to the Customer before purchase; then you must notify us within seven (7) days of when such defect was discovered or ought to have been discovered and, where possible, return the goods to us.
- 13.3. Where appropriate, we will remedy the defect by way of repair, replacement, or (if necessary) refund.
- 13.4. Where the defect cannot be remedied or is of a substantial character, we will refund the Customer's money or replace the goods, or compensate the Customer for the amount of any reduction in value of the goods below the price paid or payable.
- 13.5. With the exception of the relevant statutory warranties contained in the Consumer Guarantees Act 1993, no warranty or condition shall be implied against the Company by any other statute, at common law or otherwise and no representation, express condition, warranty or variation of these Terms and Conditions shall be binding on the Company unless it is in writing and signed for or on behalf of the Company.
- 13.6. Where the goods or any of them are subject to any express warranty given by the Company to remedy any defect by repairing or replacing the goods with goods of identical type, then the Customer shall not be able to exercise the remedies set out in the Consumer Guarantees Act 1993 without first giving the Company a reasonable opportunity to remedy the defect by repair or replacement in accordance with its express warranty.
- 13.7. Goods returned under express warranty for the purposes of remedying any defect must, where practical, be returned free into the Company's store, all transportation charges, insurance, taxes, duties and charges being borne by the Customer.

14. DEFINITIONS

'We' and 'Us' and 'Our' and 'the Company', means H&J Smith Limited or any party to whom the benefit of this agreement or any liability on your Account has been assigned. The words 'Applicant' or 'Customer' means you.

15. GENERAL

This application does NOT constitute acceptance by H&J Smith Limited and application for an HJS Card may be declined at our discretion, in which case no reason will be given.