



# U Buy Financial WOF

U Buy has the best interests of all its customers at heart. The products that we offer might not be the cheapest on the market and you may want to look at other means of purchasing like the lay-buy option or starting a savings plan. Read our budgeting advice in this booklet. Making sure all our customers are able to afford their exciting new purchase is important to us. We want to make sure that you are capable of meeting the requirements of the agreement you are about to enter into, and if you do, that you will in no way be placing yourself in any financial hardship.

Before you sign the Fixed Instalment Credit Contract please consider the following questions:

- With your personal financial position in mind, are you comfortable you can make the payments set out in the Fixed Instalment Credit Contract?
- Will this purchase cause you any financial hardship?
- Do you understand the amount of the payments and how many payments are required prior to the delivery of the goods?
- Do you have any questions about any of the other terms of this agreement?

Do not hesitate to discuss in detail with either your Home Shopping Consultant or one of our many Customer Service Agents.

Please remember that U Buy offers a 30 day free cancellation period should you not wish to go ahead with your order.

## Budgeting advice

Managing your money is about careful planning - even a wealthy person can quickly lose it all if they do not plan well.

A budget is a snapshot of weekly spending. Your budget provides guidelines as to how much you can spend and helps you work out what to spend your money on.

To make a budget you first add up how much money is coming into your household (your income), then you add up how much money is going out (your spending), then you work out the difference.

The result is either money left over (a surplus) or not enough money to cover your spending (a deficit). The aim is to try and make a surplus so you have some spare money you can use to save for your goals or pay off debt.

A useful tool to help you with this is: <http://www.familybudgeting.org.nz>

### Preparing your budget

A written household budget is essential if you are going to manage your money well. Once you have prepared your budget, put it where you can refer to it regularly as you manage your money.

Before you actually start to put together your budget, decide what your personal or family priorities are. They may be just making ends meet, getting out of debt, playing sport, giving your children the best opportunities, going to church, socialising, training or further education. Write these financial priorities down. Discuss them with other family members and reach an agreement on what they are going to be for the coming year.

## Budgeting tips

### • STOP - THINK - SHOP AROUND

Whenever you are about to spend money on something that is not in your budget take a moment to make sure this is something you want to spend your money on.

### • SAY NO

Practise self-control by saying 'no' to impulse buying.

### • RECORD

Keep a record of what you spend your money on.

### • IDENTIFY CHANGES

This will help you see areas where you can cut down.

### • DON'T BE TOO HARD ON YOURSELF IF YOU OVERSPEND

Look at your budget again and update it if you need to.

### • Get EXTRA SUPPORT

Budgeting services can assist you to establish and maintain a budget. Seeking such support means that you will get the best advice and encouragement needed to stay committed.

### Managing debt

• Refinance your debt at a LOWER INTEREST RATE.

• If you need to use a credit card, BE DISCIPLINED: identify when and for what, you will use it. Pay the credit card off monthly to avoid interest payments.

### Saving

• SAVE A PORTION of your income each week.

• TRY NOT TO DIP INTO YOUR SAVINGS.

## Other useful tips

- If you are on a benefit, consider getting a part-time job, selling products on commission or taking in a boarder.
- Return or sell items that are no longer required.
- Keep up to date with your bank account - check your balance frequently at the bank, an ATM or on the Internet rather than waiting for your monthly statement.

Sometimes it is best to hold off working on your new budget for a few weeks while you get a better picture of past spending. Things like car and house maintenance can only be calculated on the basis of spending over the previous year plus any future known expenses.

It may be you know what you should do, but somehow you can't put it into practice. Perhaps the mountain of debt is overwhelming. Perhaps you just don't have the means to make ends meet.

If so your first port of call should be a budgeting service. They can help you set your priorities and work out the order in which to tackle things. They can help also to draw up a family budget.

## Budgeting service

NZ FEDERATION OF FAMILY BUDGETING SERVICES: Call 0508 283 438

### Work and Income

Work and Income can also provide financial assistance in some limited circumstances.

If you are in hardship and urgently need some assistance with your daily living costs, you can apply for Temporary Additional Support, Special Needs grant or an advance on benefit from Work and Income. You need proof of costs, and show that there are no other means of help with the costs.

WORK AND INCOME: Call 0800 559 009



## Credit Contract Disclosure

**Before you enter into this contract**, please stop and think carefully about your daily expenses to ensure that you are able to afford the payments due under this agreement.

**IMPORTANT** We are required by law to provide you with this disclosure statement pointing out some key information about your consumer credit contract. You should:

- read this statement thoroughly;
- seek independent advice if you do not understand anything in this document; and
- keep your agreement and this disclosure statement in a safe place for future reference.

**Two documents** will be provided to you before the contract is made:

1. the Fixed Instalment Credit Contract, and
2. this document, (we call this the "Sale Terms")

You have a right to cancel the agreement. See the statement of right to cancel below and clause 7 for full details of your rights to cancel. **Note that strict time limits apply.**

### NAME AND ADDRESS OF CREDITOR

U Buy NZ Limited (Referred to as "we", "us" or "U Buy") Trading name: U Buy.

#### Postal address

PO Box 87294  
Meadowbank  
Auckland 1742

#### Physical address

Level 31,  
48 Shortland Street,  
Auckland 1010

### NOTICES TO U Buy

You may send notices to U Buy by: writing to U Buy at our postal address; or sending an email to [info@ubuy.co.nz](mailto:info@ubuy.co.nz)

### INITIAL UNPAID BALANCE & TOTAL ADVANCES:

The initial unpaid balance is the amount you owe as at the date of this agreement, which is the disclosure date and is set out as the "Total Unpaid Balance" on the Fixed Instalment Credit Contract. The Total Unpaid Balance also represents the total advances we will make to you under this Fixed Instalment Credit Contract and includes the purchase price for the goods you've chosen, the Delivery Fee, and the Establishment Fee.

### INTEREST CHARGES

There are no annual interest charges due under this agreement.

### CREDIT FEES, DEFAULT FEES AND CHARGES

The following credit fees and charges are, or may become payable under, or in connection with, this agreement:

Fee	Amount	When payable
Establishment fee	\$60.00	payable at time of opening account with us.
Delivery fee	between \$40 to \$160 depending on the size of item as identified in our latest catalogue	payable each time a delivery is made.
Account Maintenance Fee	\$1.50	payable each week while there is a balance on your account.
Cancellation Fee	\$150.00, which represents our average reasonable costs arising from cancellation	payable if you cancel the agreement after the expiry of the cancellation period.
Dishonour Fee	\$15	Immediately payable if your payment is dishonoured by your bank.
Field Visit Fee	\$65	Immediately payable if we are required to visit you personally.

**PAYMENTS REQUIRED** The amount, timing and number of payments is set out in the "Payment information" section of the Fixed Instalment Credit Contract.

**FULL REPAYMENT** you may repay the balance of all the payments and any credit fees and charges owing under this agreement at any time.

### **WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS**

**Security interest(s):** This is secured credit. If you fail to meet your commitments under this agreement, the creditor may be entitled to repossess and sell the goods.

**Description of security interest(s):** The goods are subject to a purchase money security interest, which means that the ownership of the goods remains with us until you have paid all the amounts due under this agreement and performed all obligations in this agreement.

If you default under this agreement, we may repossess and sell the goods. If the proceeds of the sale of the goods are not enough to meet the amount due to us under this agreement, including any variation at the completion of the sale, we may recover the balance that remains owing from you.

Giving a person other than us a security interest in the goods is a default under this agreement. If this default occurs we may exercise our rights to enforce our security interest in the goods, which may mean that we repossess and sell those goods.

### **Default fees, costs, and charges:**

There are no default interest charges due under this agreement. In the event of a default in payment and while the default continues you may be required to pay the Dishonour Fee and the Field Visit Fee.

In addition, any cost incurred by us in relation to the recovery of any overdue payment, the repossession of any of the goods or the enforcement of this agreement (including any legal costs calculated between solicitor and own client incurred by us) will be payable by you.

### **WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP?**

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation. To apply for a hardship variation, you need to:

- 1) make an application in writing; and
- 2) explain you reason(s) for the application; and
- 3) request one of the following
  - an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
  - a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
  - both of the above;
- 4) and give the application to us

Do this as soon as possible. If you leave it too long, we may not be able to consider your application.

### **CONTINUING DISCLOSURE**

We are required to provide you with regular statements. These statements will give you information about your account (e.g. the payments you have made, the balance of your account, any fees charged during the statement period and timing of your next payment). If we provide you with access to the continuing disclosure information online and you elect to receive your disclosure in an electronic way we will maintain at all reasonable times a website that will allow you to access information about your account. If you have elected to not access your disclosure information online we will provide to you a statement at least every six (6) months to the mailing address we have on record.

### **VARIATION DISCLOSURE**

Any other agreed changes to the terms of the contract will be evidenced by a variation disclosure document or letter, which shall be provided to you before any such changes are made effective.

### **CANCELLATION RIGHTS**

The Credit Contracts and Consumer Finance Act 2003 ("CCCFA") gives 5 days to cancel. You also have rights to cancel under the Fair Trading Act 1986, which are set out at clause 7 of the Sale Terms below and a right to reject goods in certain circumstances pursuant to the Consumer Guarantees Act 1993.

### **RIGHT TO CANCEL PURSUANT TO THE CCCFA**

You are entitled to cancel the agreement by giving notice to us.

### **Time limits for cancellation**

- If the Fixed Instalment Credit Contract and the Sale Terms are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.
- If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.
- If the documents are mailed to you, you must give notice within 9 working days after they were posted. Saturdays, Sundays and national public holidays are not counted as working days.

### **How to cancel**

To cancel, you must give us notice that you intend to cancel this agreement by:

- Giving notice to us or to one of our employees or agents; or
- Posting the notice to us; or
- Calling us on 0800 828 922 and cancelling verbally; or
- Emailing the notice to us

### **What you may have to pay if you cancel**

If you exercise this right to cancel, all amounts paid to us will be refunded to you unless:

- You have taken possession of the goods and you elect to pay the cash price goods (or the balance of the cash price of the after deducting any amount you have already paid) within 15 working days of the day you give the cancellation notice; or
- You have taken possession of the goods and you elect to return the goods and the goods were damaged while in your possession, then you will be required to pay the costs of repairing any property you return, which will be offset against any amounts you have paid under this agreement.

This statement only contains a summary of your rights and obligations in connection with the right to cancel under the CCCFA.

As noted above, you also have rights to cancel before you take possession of the goods under the Fair Trading Act 1986. We give you a right to cancel in the first thirty (30) days without incurring a Cancellation Fee. Refer to clause 7 for an explanation of these rights.

### **COMPLAINTS**

If you are not satisfied with the service you receive from us you should contact us. We have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone on freephone 0800 828 922, by email, or in writing.

We are a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited ("FSCL"). If you are not satisfied with our response, you may refer the matter to FSCL by emailing [info@fscl.org.nz](mailto:info@fscl.org.nz) or calling FSCL on 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website [www.fscl.org.nz](http://www.fscl.org.nz). There is no cost to you to use the services of FSCL. U Buy NZ Limited's member number is 5285.

### **REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER**

U Buy NZ Limited is registered on the Financial Provider Register. Our registration number is FSP # 563006.

## Sale Terms

### 1. Agreement

1.1 We agree to offer you credit for the purpose of purchasing goods from us. The agreement between us is comprised of:

- the Fixed Instalment Credit Contract;
- and these Sale Terms.

### 2. Payments

2.1 You are required to make the payments for each payment period as set out under the heading 'Payment information' on the Fixed Instalment Credit Contract and you are required to pay the balance of your account at the end of the term.

2.2 All payments must be made by direct debit unless you are paying the outstanding balance in full.

2.3 We will deduct the payment for each payment period on the day specified in the Payment information' section of the Fixed Instalment Credit Contract or if no day is specified then on a day we choose or otherwise by agreement.

2.4 Any payment you make pursuant to this agreement will be allocated as follows:

- a) to any amount we incur in doing anything that you are required to do under this agreement;
- b) to any cost or expense that that we incur in the exercise of our rights under this agreement including costs we incur in the repossession and sale of any of the goods or the enforcement of our rights under this agreement;
- c) to any credit fee or charge debited to this agreement; then
- d) equally to the goods purchased by you

### 3. Time and manner of delivery

3.1 We will arrange delivery of the goods to you within fifteen (15) days of:

- a) the payment of all of the advance payments in relation to those goods;
- b) or the payment of the balance of your account, whichever is the earlier.

3.2 We will deliver the goods to your residential address specified in the Fixed Instalment Credit Contract. Where you are not home to accept delivery we may at our discretion either retain the goods at our offices for your collection or leave the goods at your residential address. We will deliver via a courier service.

3.3 To the extent permitted by law, any time frame for delivery is an estimate only and we will use our best endeavours to deliver the goods on time. For the avoidance of doubt, any time for delivery is not of the essence for this agreement. However, if our failure to deliver is of substantial character as defined in the Consumer Guarantees Act 1993 then you will have the rights set out that Act.

### 4. Changing the place for a delivery

4.1 Where you request that we send the goods to a different address than your residential address, as notified to us from time to time, then you will be

responsible for any additional cost we incur in sending the goods to you at that new address.

### 5. Orders

5.1 You can place an order by:

- a) completing and signing the Fixed Instalment Credit Contract;
- b) signing an Authority to your Bank to Accept Direct Debits form; and
- c) providing any other information we request to assist our identity verification and credit assessment.

5.2 If we accept your order we will advise you by telephone, email or in writing. Our acceptance is conditional upon receipt of:

- a) a completed Fixed Instalment Credit Contract; and
- b) a signed copy of Authority to your Bank to Accept Direct Debits form.

5.3 If we are unable to supply the goods ordered, all money already paid by you to us in relation to the order of goods will be refunded and we will not be liable to you or any person if we decline or are unable to fill an order for any other amount.

5.4 We may revise and/or discontinue products at any time without notice. By placing an order with us, you should be aware that certain products may not be available or may be limited in numbers.

5.5 The purchase price for the product is the price quoted in our most recent catalogue and confirmed by us at the time we accept your order.

### 6. The goods and our retention of ownership

6.1 After the goods are delivered to you and pursuant to our purchase money security interest in the goods, we retain ownership of the goods until you have paid all the amounts due to us under this agreement.

6.2 Ownership in the goods passes to you when all obligations to us are satisfied and all amounts due to us under this agreement, including any variation of this agreement, are paid. The goods remain at our risk until property in the goods and possession of the goods is passed to you.

6.3 You must ensure that upon taking possession of the goods those goods correspond with those exposed for sale, with the sample, or demonstration model, and you must inform us immediately if any of the goods do not correspond to the goods exposed, sampled or demonstrated to you.

6.4 The goods will be fit for the ordinary purposes to which that type of good is ordinarily put. If you have a specific purpose, which is in addition to the ordinary purposes, then you must satisfy yourself that the goods are fit and suitable for that purpose. To the extent permitted by law, we make no representation, give no warranties and expressly negate any implied or expressed condition that the goods will be suitable for that particular purpose or use.

6.5 To the extent permitted by law, you agree to accept all risk and responsibility for consequences arising from

the possession or use of any goods purchased from us. Except to the extent of our responsibilities in the Consumer Guarantees Act 1993 and the remedies available to you in that Act and generally at law, we have no liability for any claim, loss, damage or expense of any kind whether direct, consequential or otherwise and caused directly or indirectly and by the goods or part of them.

6.6 If the goods are of unacceptable quality within the meaning of the Consumer Guarantees Act 1993, then you must notify us within a reasonable time following the delivery of the goods. If the goods are of an unacceptable quality we may, at our option:

- a) repair the goods; or
- b) replace the goods with goods of identical type; or
- c) where we cannot reasonably be expected to repair or replace the goods, provide a refund of any money paid by you in respect of the goods.

Where the goods have a failure of substantial character (as defined in section 21 of the Consumer Guarantees Act 1993) then you will have the rights set out in section 18.3 of that Act.

6.7 If the exact model of a good is not able to be provided by our suppliers, we will offer you a replacement good with comparable or better features. To the extent permitted by law and unless otherwise expressly agreed in writing, it is not a condition of this agreement that the goods will correspond precisely with the dimensions and specifications set out in the Fixed Instalment Credit Contract and customary tolerances or, in the absence of customary tolerances, reasonable tolerances will be allowed.

### 7. Cancellation

7.1 You are entitled to cancel an order:

- a) At any time before you take delivery of the goods; and
- b) At any time before the expiry of the cancellation period in respect of an order, whichever is the later date.

7.2 If you cancel an order at any time before the expiry of the cancellation period you can cancel by:

- a) returning the goods to our office in the exact condition as when they were delivered to you; and
- b) requesting a full refund of the amounts paid to your account in respect of that order.

7.3 If you cancel an order after the expiry of the cancellation period for that order but before the goods have been delivered, then you are entitled to a refund of all the payments you've made to the account for that order after we deduct the Cancellation Fee, the Account Maintenance Fees, and any Dishonour Fees due or debited as at the date of cancellation. If the amount due to be refunded to you is less than the total of the Cancellation Fee, Account Maintenance Fees, and any Dishonour Fees, the agreement will be cancelled but we will be entitled to recover the balance of the credit fees owing from you as a debt immediately due and owing.

### 8. Security Terms

8.1 After the goods are delivered to you, you must:

- a) insure the goods at all times against fire, accident, theft, flood, storm, earthquake and any other risk that is usually covered by a comprehensive insurance policy for home contents from a reputable insurer;
  - b) store the goods at your address as recorded on the Fixed Instalment Credit Contract;
  - c) care for and maintain the goods; and
  - d) comply with all laws relating to the use of the goods.
- 8.2 You must not do any of the following things:
- a) dispose of the goods by way of sale, or gift or lease;
  - b) allow someone else to have possession of the goods;
  - c) destroy, damage, endanger or disassemble the goods;
  - d) conceal or hide the goods from us;
  - e) grant any other security of the goods or allow any lien to be created over it;
  - f) take the goods out of New Zealand; and
  - g) use the goods for any dangerous or illegal activity or for any purpose for which they were not intended.

8.3 In the event of any insurance claim, any insurance proceeds in relation to the goods under the policy are to be paid to us and you hereby authorise any insurance company to make those payments to us and confirm that receipt by us of those proceeds is receipt by you as the insured under the policy.

8.4 If you default under this agreement we may, after giving any notice as required by law, repossess the goods, store the goods and sell the goods. We may sell by auction or otherwise in any manner subject to any applicable obligations under the Credit Contracts and Consumer Finance Act 2003. Subject to any requirements at law and without restricting the generality of the power to sell, we also have the right to buy in and give credit for the goods.

8.5 To enable us to repossess, you irrevocably give us the right and licence for our agents to enter any premises and if necessary use force to enter into any building where the goods may be situated or where you are for the purpose of searching for and repossessing the goods. To the extent permitted by law, we are not liable to you for any damage or loss which occurs in the process of entry into any premises or during or as a result of the repossession and subsequent sale of the goods and you indemnify us against such damage or loss.

8.6 Following repossession and at sale no purchaser shall be bound to investigate the propriety or regularity of our sale or be affected by any notice express or constructive that such sale is improper or irregular.

### 9. Rejection of the goods under the Consumer Guarantees Act 1993

9.1 In some particular circumstances you may have the right to reject the goods when they are delivered. If you have this right and you elect to use it the goods

must not have been disposed of, lost, destroyed or damaged after delivery to you or attached or incorporated into real or personal property. The goods must be returned or made available for us to take possession with all original packaging and be in a good order.

## 10. Consumer protection legislation

10.1 To the extent that the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and Credit Contracts and Consumer Finance Act 2003 apply to this agreement you will have the rights set out under those Acts. In case any one or more of the clauses contained in this agreement is, for any reason, invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this agreement, but this agreement shall be construed, so far as is reasonable and possible, as if such invalid, illegal, or unenforceable provision or provisions had never been contained in this agreement or in a manner that is reasonable and reflects the intent of the parties to this agreement.

## 11. Customer's warranties

11.1 You warrant and represent that the information provided to us about your financial position and your ability to repay the amounts due pursuant to this agreement without significant hardship is true and correct as at the date of this agreement.

11.2 You warrant that you are not currently bankrupt, you are 18 years of age or older, and you have full capacity to enter into this agreement.

## 12. Default

12.1 If you fail to do anything you are required to do under this agreement or breach a term of this agreement then you will be in default.

12.2 If you are in default we may demand that you repay the entire balance of your account along with all credit fees, default fees and any costs we incur in the enforcement of our rights under this agreement, including but not limited to third party charges, solicitor-client costs on a full indemnity basis and any tribunal or court fees.

## 13. Vary the payments and extend the term

13.1 If you make a payment default, we may, but are not obliged to, vary any payment amount or extend the time for payment. This could include extending the final payment date or changing the amount of the regular payments. Any change we make is entirely at our discretion.

## 14. Change of address

14.1 You must notify us of any change to your address. If you move and do not advise us of a change of address then you will be deemed to have received any statement or other notices we send to you at the address you last advised us as if you had not changed address.

## 15. Notice

15.1 We will accept service of notice at our address as set out in the disclosure section of this agreement unless we have notified you that we have changed our

address and in that case we will accept service at our new address.

15.2 You agree to accept notice by way of personal delivery, letter or email at the addresses supplied by you in the Fixed Instalment Credit Contract.

15.3 Any notice sent by personal service shall be effective immediately by delivery to the address specified in the Fixed Instalment Credit Contract.

15.4 Any notice sent by letter shall be deemed to be delivered by posting to the address specified in the Fixed Instalment Credit Contract.

15.5 Any notice sent by email shall be effective immediately upon delivery to the server providing your email service.

## 16. Privacy

16.1 You understand that we are asking you for personal information so that we are able to credit check you, if necessary and verify your employment with your employer. You understand that the credit reporting service will provide information about you and they may hold that information on their systems and use it to provide their credit reporting service.

16.2 You authorise us to disclose personal information about you to your employer, credit reporting and debt collection agencies in the event of any default in any sum owing to us, and also to any third party making an authorised enquiry about you.

16.3 When you sign a Fixed Instalment Credit Contract, you agree:

- a) that your information held by us may be used by other companies within the group to advise you about other products and services;
- b) we may obtain, use and disclose any and all your information for the purposes set out above and you further authorise the release to us of any information held by credit reference agencies and credit providers for the purposes set out above;
- c) we may disclose information held about you to other credit providers, credit reference agencies and any other party that is authorised by you from time to time; and
- d) we may use a credit reference agency in the future for purposes related to the provision of credit to you.

16.4 You authorise us to give our credit reference agency information about any default in your payment obligations.

16.5 We may contact any Government Departments including, but not limited to, Land Information NZ., Housing NZ., NZ Government Immigration Service, Department of Corrections, Ministry of Social Development (Work & Income), Insolvency & Trustee Service, Land Transport Safety Authority, Ministry of Justice, for the purposes of seeking information about you in the course of taking lawful recovery action for debt/goods supplied. Where the personal information may readily be retrieved, you shall have the access to it together with the right to request correction to information stored and the right to

be notified of action taken in response to any such request, subject only to the payment of reasonable fees if requested by us.

16.6 To enable us to assess your application for the credit sale, process that application, carry out our obligations in this agreement and if necessary enforce our rights in this agreement, we need to collect personal information about you. All information we collect in relation to this agreement will be held by us and may also be shared and/or held by credit reporting agencies, our agents, or our professional advisers to the extent they are required to review, use or store the information in the delivery of their services to us. You can contact us by phone, email or post to confirm how you can inspect the information we hold about you, and if you believe any of the information is incorrect, you may request us to correct it.

## 17. General

17.1 This agreement represents the entire agreement of the parties.

17.2 Should any part of this agreement be found to be void, invalid, unlawful or in any way unenforceable then it shall be severed from this agreement and the remainder shall continue in full effect.

17.3 We may assign or give a security interest over our rights in this agreement. You are not permitted to assign this agreement.

17.4 No failure to exercise, and no delay in exercising, any of our rights under this agreement operates as a waiver of that right. No waiver by us of our rights under this agreement is effective unless it is in writing signed by us.

17.5 Where any term of these Sale Terms conflict with the Fixed Instalment Credit Contract these Sale Terms shall prevail.

17.6 The law of New Zealand shall apply to this agreement.

## Definitions

**advance payments** means the number of payments at the value of the payment specified on the Fixed Instalment Credit Contract next to the heading "Advanced payments prior to delivery".

**balance of your account** means unpaid balance of your account from time to time and includes all the credit fees, default fees and other charges due in accordance with this agreement.

**cancellation period** means, in respect of an order, the period of thirty days from the date of this agreement.

**catalogue** means the document or documents we call our 'catalogue' which sets out some or all of the products available for sale from us and that we publish or make available to customers in a printed and/or digital form from time to time and as context requires it means the latest version of that catalogue.

**date of this agreement** means the date completed at the top of the Fixed Instalment Credit Contract or if no date is completed it means the date that we accept your order.

**Fixed Instalment Credit Contract** means the form headed "Fixed Instalment Credit Contract" which sets out your details, the details of the goods you are purchasing, and the payment details and includes any Variation of Fixed Instalment Credit Contract between you and us.

**order** means placing an order of products from our catalogue in accordance with the procedure in clause 5 of these Sale Terms, which includes you signing a Fixed Instalment Credit Contract or a Variation of Fixed Instalment Credit Contract for any subsequent order.

**payment period** means either a weekly or fortnightly period as specified in the "payment information" section of the "Fixed Instalment Credit Contract" and if none is specified it means a weekly period.

**products** means the products that we offer for sale from time to time in our catalogue.

**purchase price** means the total price (including Goods and Services Tax) for a product specified in the catalogue.

**Sale Terms** means these terms and conditions as updated from time to time and includes the credit contract disclosure information in this booklet.

**term** means the term of this agreement, which is represented as the number of weekly payments required to repay the Total Unpaid Balance and any credit fees.

**this agreement** means the Fixed Instalment Credit Contract that you have signed, the Sale Terms and any agreed variations to it.

**the goods** means the products that you have chosen to purchase and that are set out in the "Order information" section of the "Fixed Instalment Credit Contract".

**Total Unpaid Balance** means the total of the purchase prices for the goods, plus the Delivery Fee, Establishment Fee (if applicable) as set out on the Fixed Instalment Credit Contract.

**"We" "us" or "U Buy"** means: U Buy NZ Limited.

**"You"** means the person or people specified in the "Applicant Information" section of the Fixed Instalment Credit Contract" and if there is more than one of you it means each of you separately and both of you jointly and includes your successors.