

## **KMART ONLINE LAYAWAY AGREEMENT**

1. Except where prohibited by law, this layaway is subject to a nonrefundable layaway initiation fee set forth on your layaway receipt. No partial pick-up or partial cancellations are permitted.
2. Layaways that are delinquent in payments by more than 7 days may be cancelled by Kmart. Except where prohibited by law, a \$15 cancellation fee will be charged on layaways that are cancelled, refunded or delinquent in payment by more than 7 days (10 days for OH and 15 days for MD). The MD cancellation fee is 10% of the layaway price or the total amount paid to the date of cancellation, whichever is less. The OH cancellation fee is \$0. The RI cancellation fee is up to 10% of the total payments.
3. Layaway period is determined by final payment due date and will be 8 weeks, except where the final due date is effected by a seasonal event or an extended payment period is offered. Mandatory payments are required every 2 weeks. The total number of payments depends on final payment due date.
4. Down payment is \$20 or 10% of purchase, whichever is greater.
5. All layaways must be picked up at the time of final payment unless paid online, in which case the layaway must be picked up within 5 days of final payment. If not, the order will be cancelled, returned to stock and a cancellation fee will be deducted from your refund.
6. The person initiating a layaway must be the same person finalizing the layaway. A picture ID is required for all pickups and refunds.
7. A new layaway cannot be created if any payments on your other layaways are delinquent.
8. Price adjustments cannot be facilitated online. For in-store price adjustments, no adjustments are permitted after 7 days from the layaway start date. Except where prohibited by law, multiple price adjustment on the same item is not permitted and price adjustments are not allowed on clearance and seasonal merchandise.
9. By providing customer information and telephone number or email address to Kmart, you expressly agree that Kmart may use those methods to contact you concerning your layaway purchase. You also agree that Kmart and its affiliates may use this contact information for marketing messages that may be of interest to you.

### **ADDITIONAL PROVISIONS FOR ONLINE LAYAWAY CUSTOMERS:**

- 1) Contract cancellations are not allowed online and must be done at the store designated at contract initiation.
- 2) Layaway contracts must be picked up in the store where the merchandise is being held within 5 days after the final payment is made.

Notice to RI customers: You are entitled to a copy of this document at the time you sign; you may pay the full balance due under this agreement at any time, and I RI, you may be entitled to a partial rebate of finance and insurance charges if applicable; you may also cancel this agreement if you notify the seller in person or by certified or registered mail within 10 calendar days after you sign the agreement excluding Sundays and Holidays

Notice to OH customers: If your purchase amount is over \$500 and you default on this agreement, you are entitled to purchase merchandise equal to the amount paid at the time of default or we will provide you a refund less the cancellation fee. If you cancel by written notice within 5 days of this agreement you will receive a full refund.

Notice to NY customers: If stored off premise, no merchandise will be removed from inventory until 50% of the purchase price has been paid.

**Unless full payment is made according to this agreement, merchandise will be returned to stock.**

25/08/11