

SEARS ONLINE LAYAWAY AGREEMENT

1. Where allowed by law, this layaway is subject to a non-refundable layaway initiation fee set forth on your layaway receipt. No partial pick-up or partial cancellations.
2. Layaways which are delinquent in payments by more than 7 days may be cancelled by Sears. \$15.00 cancellation fee will be charged on layaways that are cancelled, refunded or which are delinquent in payments by more than 7 days (10 days for OH, 15 days for MD). MD cancellation fee is 10% of total merchandise cost, OH cancellation fee is \$0, RI cancellation fee is up to 10% of payments made to date at time of cancellation.
3. Layaway period is determined by final payment due date and will be either 8 OR 16 weeks depending on type of merchandise. Mandatory payments due every 2 weeks. Total number of payments depends on final payment due date.
4. Down payment is \$20 or 20% of the total purchase, whichever is greater.
5. All layaways must be paid in full and arranged to be picked up within 15 days after your final due date. If not, order will be cancelled, returned to stock, and cancellation fee will be deducted from your refund. Select items may require off premise storage and will be made available 7 days after final payment. See store sales associate for details.
6. Price adjustments cannot be facilitated online. For in-store price adjustments, no adjustments after 14 days from layaway start date. Except where prohibited by law, multiple price adjustments on the same item not permitted and price adjustments not allowed on clearance merchandise.
7. By providing customer info and telephone number or email address to Sears, you expressly agree that Sears may use those methods to contact you concerning your layaway purchase. You also agree that Sears and its affiliates may use this contact info for marketing messages that may be of interest to you.

ADDITIONAL PROVISIONS FOR ONLINE LAYAWAY CUSTOMERS:

- 1) Contract cancellations not allowed online and must be done at the store designated at contract initiation.
- 2) Layaway contracts must be picked up in store where the merchandise is being held within 15 days after final payment is made and merchandise is made available.

Notice to RI customers: You are entitled to a copy of this document at the time you sign; you may pay full balance due under this agreement at any time, and in 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 seller in person or by certified or registered mail within 10 calendar days after you sign the agreements 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 a refund less 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.**

3/24/10