

## LAYAWAY CONTRACT

This contract is between \_\_\_\_\_ referred to here as 'customer' and NL Gold Factory Inc. referred to here as 'NLGF', where the customer enters a layaway contract with NLGF on \_\_\_\_\_(d/m/y).

- Signing this agreement means the customer has read and agree to all terms of this agreement.
- Both parties shall receive a signed copy of this contract.
- The details of the item(s) put on layaway are as under:

| SKU          | Description | Quantity | Price |
|--------------|-------------|----------|-------|
|              |             |          |       |
| <b>Total</b> |             |          |       |

- The terms of payment are as under:
  - Upfront- \$\_\_\_\_\_
  - Remaining- \$\_\_\_\_\_ over \_\_\_ months; **OR** \_\_\_ installments of \$\_\_\_\_\_ each.
  - Total amount is \$\_\_\_\_\_ payable by \_\_\_\_\_(d/m/y).

**Terms and conditions:**

1. Layaway Plan – It refers to a payment plan where customers can purchase items on staggered payment basis. The customers pay an upfront amount (usually up to 25% of the selling price of the product) and agree to pay the remaining amount in installments over an agreed duration of time. The customer makes payments as per payment plan until the item is fully paid. The customers may pay for items in FULL at any time prior to the end of the terms of payment. The product is only shipped/released to the customer once the item has been fully paid.
2. Eligible Purchases – Items over C\$500 before tax are eligible for purchase through layaway. Layaway is not available on sale or clearance items. Once the layaway has begun, any future sales or deals will not affect the terms of the layaway contract.
3. Final Sale – All layaway purchases are FINAL sales. This also includes custom orders, items resized to specification, and personalized items.
4. Process – Customers can purchase an eligible item through layaway by simply letting us know they are interested in going that route. Once the layaway contract is signed, the product is set aside and reserved for the customer. When the item is paid in full, the customer is required to sign and date a pickup receipt when they retrieve the layaway item.

Please bring this form along every time you make a payment. Please ensure deposits/installments are noted in the payment record and signatures are obtained on both copies.

5. Customer Information – The customer agrees to provide NLGF their contact information—work and home phone numbers, email, and mailing address—for communication regarding the layaway.
6. Payment Methods – Payments can be made via debit/credit cards, interac deposits, or cash in the store.
7. Proof of Payment – Customers will be provided receipt of payment every time they make a payment towards the layaway purchase. The customer must keep receipts issued for every payment of the layaway purchase because they will be required in reconciling differences, if any arise.
8. Payment Deadline – It refers to the specific date, as agreed by both parties and mentioned in the contract, when the customer must make full payment for the item. **Please note that the payment deadline is not extendable.**
9. Late Payment or Non-payment – If the layaway item is not paid in full within 15 days from the payment deadline the reservation through layaway will automatically be cancelled and the item will be put back in the inventory for sale to the general public.
10. Cancellation of Layaway Purchase/Order – Customers may cancel their layaway order at anytime by providing us in written of their intent to do. Also, the order will be automatically cancelled if customers have not made their due payment within 15 days from their payment deadline. If a customer cancels their order, or it is automatically cancelled due to late payment or non-payment of payment due, then the total payments on the purchase less the cancellation fee may be provided as store credit on items except custom orders, personalized items, and resized items.  
  
**EXCEPTION: If a layaway order/purchase for custom jewelry, personalized item, and item resized to specification is cancelled due to late or non-payment of payment due or unilateral cancellation by the customer, the monies will be forfeited. NO refund, exchange, or store credit shall be provided on cancellation of such order/purchase.**
11. Cancellation Fee – A fee of 20% of the price of the item will be charged on all orders cancelled. The cancellation fee applies whether the cancellation is due to late payment or non-payment of the payment due or due to the unilateral cancellation by the customer. Please understand that by putting an item on layaway NLGF is holding an item and receiving its selling price in parts that it could have sold for a lump-sum selling price.
12. Non-transferability of Payments – Payments made towards layaway purchase of an item cannot be used, shifted, or transferred towards the balance of another layaway purchase.

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13. Arbitration – All disputes are subject to NL jurisdiction.

\_\_\_\_\_  
(NLGF Representative's Signature)

\_\_\_\_\_  
(Customer's Signature)

\_\_\_\_\_  
(NLGF Representative's Name; please print)

\_\_\_\_\_  
(Customer's Name; please print)

Date: \_\_\_\_\_(d/m/y)

Date: \_\_\_\_\_(d/m/y)

**PAYMENT SCHEDULE**

| <b>Date<br/>d/m/y</b> | <b>Description</b>             | <b>Amount</b> | <b>Balance<br/>remaining</b> | <b>Customer's<br/>sign</b> | <b>NLGF's<br/>Sign</b> |
|-----------------------|--------------------------------|---------------|------------------------------|----------------------------|------------------------|
|                       | <b>Upfront payment</b>         |               |                              |                            |                        |
|                       | <b>1<sup>st</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>2<sup>nd</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>3<sup>rd</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>4<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>5<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>6<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>7<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>8<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>9<sup>th</sup> payment</b>  |               |                              |                            |                        |
|                       | <b>10<sup>th</sup> payment</b> |               |                              |                            |                        |
|                       | <b>11<sup>th</sup> payment</b> |               |                              |                            |                        |
|                       | <b>12<sup>th</sup> payment</b> |               |                              |                            |                        |
|                       | <b>PICK UP OF ITEM</b>         |               |                              |                            |                        |

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