


General Terms and Conditions of Sale

Hermès.com – February 2019

Please read carefully the General Terms Conditions of Sale and the General Conditions of Use of the Hermès.com website. You can also print the full text by clicking on the following link .

1. Seller's Identification

These General Terms and Conditions of Sale are those of HERMÈS SELLIER, a French *société par actions simplifiée* with a stated capital of EUR 4 976 000, having its registered office at 24 rue du Faubourg Saint Honoré – 75008 Paris – France, registered with the Paris Trade and Companies Registry under number 696 520 410. Its Siret number is 696 520 410 00023 and its EU VAT number is FR 46 696 520 410. Its phone number and e-mail address are as follows: +800 4300 5757, service.pl@hermes.com.

2. Scope of Application and Acceptance of the General Terms and Conditions of Sale

The purchase of any Products (as defined below) offered on the www.Hermès.com website (hereafter known as the "Site") is subject to these terms and conditions of sale for the Site ("Terms and Conditions of Sale"). Hermès Products are exclusively intended to be sold to end consumers, natural persons or corporations ("the Customers"), with the exclusion of all resellers or intermediaries acting on behalf of resellers. Consequently, the customer affirms that it is acting as the end consumer and does not intend to resell the Hermès Products for commercial purposes.

HERMÈS SELLIER may update these Terms and Conditions of Sale at any time, in particular due to the introduction of new laws and regulations or other reasons. You can view the currently applicable version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labelled "**Contact us**". Please note that your orders are subject to the Terms and Conditions of Sale applicable at the time of entering into the contract of sale. Only the Terms and Conditions you accepted at that time are binding on you.

In addition, for each purchase of Products on the Site, you will be requested to confirm your acceptance of the current Terms and Conditions of Sale applicable at the date of your order. The said terms and conditions may be viewed prior to and at the moment when you are prompted to confirm that you accept them. To indicate your acceptance, you will need to check the box "I have read and accept the General Terms and Conditions of Sale and Use of the Hermès.com website, as well as the Privacy Policy."

HERMÈS SELLIER has at its disposal unused materials from various production site of the Hermès Group's companies such as leather, metals (precious or not), crystal, porcelain, enamel, textile materials, and/or manufactured products bearing the Hermès brand ordered for destruction and made from these materials (hereinafter the "Materials"). Within the framework of an activity named "petit h" within the Hermès Group, the Materials are proposed to artists who will be collaborating with craftsmen representing different know-hows of the Hermès Group in order to create and manufacture some products (hereinafter the "« petit h » Products").

In order to differentiate the "petit h" Products from others products of the Hermès collection in the Hermès stores, HERMÈS SELLIER will mark the "« petit h » Products" with the following specific symbol:

3. Ordering Methods

The Site may be used to order a selection of Hermès brand products (hereafter the "Product(s)") from HERMÈS SELLIER, directly online via the Internet for delivery to the UK, Mainland France (including the island of Corsica), Monaco, Germany, Belgium, Luxembourg, the Netherlands (excluding the Netherland Antilles and Aruba), Spain (excluding the Canary Islands), Poland, Portugal (excluding Azores Island and Madeira), Italy, Ireland, Austria, Czech Republic, Finland, Denmark and Sweden (see section "8.1 Delivery and Collection Area" below).

You may also place your order by phone from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm.

The Site does not permit the placing of special orders that notably consist in the creation of a product that does not exist in our current range of products, or is no longer in the Hermès collection, a bespoke product or the adaptation or customization of a product from Hermès collections, and the manufacturing of the latter by HERMÈS SELLIER. These Terms and Conditions of Sale therefore do not apply to special orders. For any special orders, please contact our Customer Service by clicking on the "**Contact us**" hyperlink or by phone at +800 4300 5757 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm.

4. Availability of Products

Our Product offers and prices are valid as long as they remain visible on the Site, subject to availability. Exceptionally, errors or changes may be made, especially in cases of simultaneous orders of the same Product by several customers. If a Product is unavailable after ordering, we will inform you of such unavailability by email or by phone as soon as possible. You will then be presented with the choice to order an alternative Product from the Site or to cancel your order.

HERMÈS SELLIER shall not liable if Products are out of stock or unavailable for orders that have not yet been accepted by HERMÈS SELLIER.

HERMÈS SELLIER reserves the right to change the Products offered on the Site at any time and without any prior notice. In order to improve service quality and ensure greater availability of our Products for all customers of the Site, HERMÈS SELLIER reserves the right to limit the number of Products which can be purchased per customer, in accordance with relevant applicable provisions and, in particular, with Article L121-11 of the French Consumer Code.

Information in relation to the Products provided on the Site, in particular any descriptions, technical and performance characteristics and prices, does not constitute an offer within the meaning of the Polish Civil Code; such information constitutes an invitation to conclude a contract.

5. Ordering Procedure

5.1. Selecting Products

You may at any time add Products to your selection by clicking on "Purchase", and choose to complete your order or continue shopping.

You may view your selection by hovering over it or by clicking on "your cart" in the menu on the top right hand side, where photograph(s) of the Product(s), colour and reference number(s), the quantity selected, unit price(s), and the subtotal for the selection will be displayed. You can also choose the country of delivery and your preferred shipping method in order to calculate the shipping costs and as a result the total amount payable. The delivery area and shipping costs may however be changed at a later stage if you wish, and the total amount will be recalculated accordingly.

5.2. Login

Once you have selected the Product(s), click on "complete your order" to begin the process of placing your order.

If you already have a customer account, you will be required to log in and enter your password at this stage.

If you do not yet have an account, you will be prompted to create one by confirming your email address and subsequently creating a password at the "Payment" stage. If using the mobile version of the Site, you will be asked to enter this information when logging in. By creating a customer account, a contract on electronically supplied services regarding the provision of such an account is concluded between you and HERMÈS SELLIER. You may terminate it at any time by sending an e-mail to the Customer Service.

Your login and password are strictly for personal use. Consequently, you undertake to store them safely and never disclose them to third parties. You should inform Hermès immediately if you believe that someone has got or has had unauthorized access to your customer account.

Once you have created an account you will be able to:

- monitor your deliveries and view your order history;
- return or exchange Products;
- add or edit your delivery and billing addresses for future orders;
- manage your subscription to the Hermès newsletter.

The data recorded by the Site constitutes proof of all transactions made between HERMÈS SELLIER and its customers. In the event of a dispute between HERMÈS SELLIER and one of its customers about a transaction made on the Site, the data recorded by HERMÈS SELLIER will be considered as proof of the content of the transaction.

You may have your account deactivated at any time by sending an email to the Customer Service by clicking on the "**Contact us**" hyperlink. After your account has been deactivated, you are free to create a new one at any time.

5.3. Order confirmation

5.3.a) Confirmation of shipping method

You will be required to confirm the shipping method and to enter the delivery details needed to ship your order successfully: shipping country, title, surname, first name, phone number, delivery address (or the store in which you intend to collect your order, if this service is offered by stores in the selected shipping country - see the section "8.1 Delivery and Collection Area" below)

When confirming the shipping method, you will have the option, for a gift order, to include a cover card and a gift receipt.

Once you have completed this step, click "confirm".

5.3.b) Confirmation of payment method and payment of order

You may use your delivery address as your billing address or enter a different address. You will then be prompted to select a payment method and enter the relevant information.

At the end of the ordering procedure described above, once you have accepted in their entirety the Terms and Conditions of Sale and Use herein and the Privacy Policy for the Site, click the "Confirm and pay" button. The contract of sale is definitively formed at this point.

You must carefully check that your selection is correct before confirming your order. While every effort is made to ensure that the colour and design of the Products in the photographs displayed on the Site match those of the original Products, variations may occur, in particular due to colour display constraints on your computer equipment. Consequently, HERMÈS SELLIER shall not be held liable for any error or insubstantial inaccuracy in the photographs or graphic representations of the Products included on the Site. In the event of queries regarding the Products, you may of course contact our Customer Service.

For more information concerning payment methods (currency, methods of payment accepted, etc.), please refer to the section "6. Price – Methods of Payment Accepted" below.

When finished, your order is transmitted to HERMÈS SELLIER for processing.

HERMÈS SELLIER reserves the right to not accept any order placed by a customer with whom it has a dispute concerning a prior order, or if HERMÈS SELLIER has reasonable cause to suspect that such customer has violated these Terms and Conditions, or is engaged in any fraudulent activity, or on any other legitimate grounds.

5.3.c) Confirming the order

HERMÈS SELLIER will confirm that the order has been properly received by sending an order summary by email to the address provided by the Customer. The email will notably contain, the total amount of the order, details of the shipping cost and delivery time, the essential characteristics, the quantity and the price and of the Products purchased ("Acceptance of Order").

In the event of any difficulties with the performance of an order, HERMÈS SELLIER shall as soon as possible inform you in order to propose you a solution, including by setting another date of completion of an order or refunding you of any payments made in relation to an unrealized order.

We advise you to keep this Acceptance of Order email in hard copy or in an electronic format.

In accordance with Article L213-1 of the French Consumer Code, when an order concerns an amount equal to or greater than 120 Euros, HERMÈS SELLIER shall retain the document that embodies the contract entered into electronically between HERMÈS SELLIER and a customer for a period starting from the entering into of the contract (from receiving the Acceptance of Order) until the date of delivery of the product and for a period of ten years from this date (in accordance with decree 2005-137 of 16 February 2005). You may access this document at any time upon request to the Customer Service by phone at +800 4300 5757 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm, or by email, by clicking on the "Contact us" hyperlink, and upon proof of your identity.

6. Price – Methods of Payment Accepted

6.1. Price

The prices of the Products are in Euro, inclusive of taxes. Except in the cases of reimbursement issued i) within the context of exercising the right of withdrawal or ii) due to lack of conformity and hidden defects, HERMÈS SELLIER will not reimburse the VAT applied on the purchases made on the Site (even in the event where the Customer, after receipt of the Products, re-exports them to a country located outside the European Union).

The prices of Products on the Site may change. The price given for each Product is binding from the moment an order has been placed. Any change in prices will not apply to accepted orders.

Products are invoiced on the basis of a price list posted on the Site at the time of your order, subject to the availability of the Products ordered at this time.

All orders are payable in Euro and must be paid for immediately at the time of ordering. If any of the ordered Products are unavailable (see Section 4 "Product Availability"), only the price and the shipping costs of the available Products will be charged.

6.2. Methods of Payment Accepted

6.2.a) Payment by credit card or debit card

We accept payment by the following credit cards and debit cards: Visa®, Mastercard®, Maestro®, American Express®, JCB® and CUP®.

6.2.b) Payment by Paypal

We accept payments made through Paypal (except for telephone orders).

When you complete your order, if you choose the Paypal payment option, you will be automatically redirected to the Paypal platform. You will then have to log in to your Paypal account. If you do not have a PayPal account, you can create one on this occasion. After confirming your order with Paypal, you will be redirected to the confirmation page of Hermes.com.

The payment of an exchange order is subject to the conditions of Article 11.1.f) below.

6.2.c) Store credit

Store credit issued by Hermès stores and gift cards issued by Hermès stores cannot be used to purchase Products on the Site.

7. Title Retention

The Products ordered remain the property of HERMÈS SELLIER until full payment for the Products has been received by HERMÈS SELLIER.

However, you assume the risks (in particular regarding loss, theft or damage) relating to the delivered Products from the moment they are delivered to the address specified when placing your order.

8. Shipping Methods and In-Store Collection

8.1. Delivery and Collection Area

8.1.a) Delivery to a postal address

Products purchased on the site may only be delivered in: the United Kingdom (excluding the Channel Islands); mainland France, including Corsica (excluding Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, New Caledonia, and the French Southern and Antarctic Territories); the Principality of Monaco; Germany (excluding the island of Heligoland and the territory of Büsingen); Belgium; Luxembourg; the Netherlands (excluding the Netherlands Antilles and Aruba); Spain (excluding the Canary Islands, Ceuta, and Melilla); Portugal (excluding the Azores and Madeira); Italy (excluding Livigno, Campione d'Italia, and the national waters of Lake Lugano); Ireland; Austria (excluding the municipalities of Jungholz and Mittelberg); the Czech Republic; Finland (excluding the Aland Islands); Denmark (excluding Greenland and Faroe Islands); Sweden; and Poland (hereinafter the "Delivery Area").

Orders cannot be placed for delivery addresses situated outside this Delivery Area.

Notably for security reasons, HERMÈS SELLIER shall not process any order for which a general delivery address, a P.O. box, or a Cedex address has been provided.

The Products will be shipped to the delivery address specified when placing your order.

8.1.b) Collection in a Hermès store

You may choose to collect the items you have ordered on the Site from a store. This service, complimentary to customers of the Site, is currently only available in selected stores. When placing your order, you can check whether the delivery country selected is eligible for in-store collection.

You can also designate a third party to come and collect your order in the store (see "8.3 Time Required for Delivery and Collection"). The store pick-up service is not available for the Le Flâneur bicycle, wallpapers or furniture.

8.2. Shipping Costs

Shipping costs are calculated on the basis of the Products selected, the total value of your order, and the shipping method selected. Shipping from Chronopost / Fedex is free for all orders.

Shipping costs will be calculated on the basis of the total value of the order:

Order total	Chronopost / Fedex Express
From 0 € up to and not including 100 €	complimentary
From 100 € up to and including 500 €	complimentary
From 500 € up to and including 1000 €	complimentary
> 1 000 € (except bags and luggage)	complimentary
> 1 000 € (with at least one bag or luggage)	complimentary

Postage and packaging for the purchase of a "Le Flâneur" bike amounts to 150 €. The carrier used for delivery is WES.

For furniture a delivery fee of 6% of the retail subtotal of the order with a cap of 5 000 € will be charged upon shipment of your order.

8.3. Time Required for Delivery and Collection

The delivery times below are counted from the time of **acceptance of your order**.

8.3.a) Delivery to a postal address

At the beginning of the ordering process, we will provide you with the timeframe required for delivery and the various shipment methods available for the purchased Products and country of delivery. The price of shipping will be due in addition to the price of the purchased Products.

8.3.b) Delivery to France and Monaco

Chronopost Express:

- one (1) business day for all orders placed and validated before 2 p.m. (GMT+1) on a business day and intended for a Parisian address,
- two (2) business days for all orders placed and validated after 2 p.m. (GMT+1) on a business day.

Delivery to Corsica Island: two (2) business days following validation of your order.

8.3.c) Delivery to the United Kingdom

Fedex

Express:

- two (2) business days for all orders placed and validated before 2 p.m. (GMT+1) on a business day,
- three (3) business days for all orders placed and validated after 2 p.m. (GMT+1) on a business day.

For delivery to the Scilly islands: three (3) business days following the order.

For delivery to the Orkney islands: four (4) business days following the order.

For delivery to the Hebrides islands: five (5) business days following the order.

For delivery to the Shetland islands: six (6) business days following the order.

One (1) additional business day is required for all orders containing perfume that are shipped outside of France.

8.3.d) Delivery to Germany, Belgium, Luxembourg, the Netherlands, Spain, Poland, Portugal, Italy, Ireland, Austria, Czech Republic, Denmark, Sweden, Finland and Poland

Fedex

Express:

- two (2) business days for all orders placed and validated before 2 p.m. (GMT+1) on a business day,
- three (3) business days for all orders placed and validated after 2 p.m. (GMT+1) on a business day.

One (1) additional business day is required for all orders containing perfume that are shipped outside of France.

However, HERMÈS SELLIER may need to divide your order into several shipments. HERMÈS SELLIER will contact you beforehand, in order to inform you of the planned partial shipments and request your acceptance. Your credit or debit card shall then be charged accordingly to correspond to the price of Products actually shipped. The shipping costs shall only be charged for a single shipment in accordance with the information contained in your order summary.

8.4. In-store collection

An email will be sent to you when your order is available in store.

For collection from a Hermès store in France, your Products will be available within:

- one (1) business day for orders placed and confirmed before one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday,
- two (2) business days for orders placed and confirmed after one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday.

To collect your order in a Hermès store outside of France, your Products will be available within:

- two (2) business days for orders placed and confirmed before one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday,
- three (3) business days for orders placed and confirmed after one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday.

Please note that for any in-store collection at the Hermès Royal Exchange in London, your Products will be available within three (3) to five (5) working days, for any order made and confirmed before two o'clock in the afternoon (2 p.m.) (GMT+1) on a working day.

One (1) additional business day is required for all orders containing perfume that are shipped outside of France.

To collect your order, please ask a sales person when you arrive at the store, and provide him/her with:

- the email informing you of the availability of your order (printed out or on the screen of your phone);
- and proof of identity.

If you have chosen to have your order collected by a third party, the latter must provide the sales person with:

- the email informing you of the availability of your order, transferred by you;
- and his/her proof of identity.

You have three (3) weeks to collect your order from the receipt of the email informing you of its availability in store.

Please note that the delivery of the "Le Flâneur" bike will require two (2) to four (4) working days from the approval of your order by our Customer Service.

The in-store collection service is not available for this Product.

If you are returning an item, our Customer Service will directly facilitate the recovery of the bike by our carrier, however it must be in perfect condition within its original packaging.

For any questions, please contact our Customer Service.

9. Delivery Problems

Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated in Section 8.3 should be reported to our Customer Service as soon as possible. No claims notified to us more than thirty (30) calendar days from the date of confirmation of your order will be taken into account.

In the event of failure to adhere to the delivery time, you can cancel the order by email or by registered post to the following address:
Hermès Sellier / Hermes.com

24, rue du Faubourg Saint-Honoré
75008 Paris
France

HERMÈS SELLIER shall be bound to reimburse you the full amount paid, at the latest within fourteen (14) days of the date of the termination of the sale contract. However, if you receive the Product after having exercised this right, you must return it in accordance with the return procedure indicated in Section 10 below.

You must check for any lack of conformity in the Products at the time of delivery and, if any anomalies are found (e.g., open package, damaged goods, etc.), you should handwrite any reservations, if possible on the delivery note, and sign it.

You must then contact the Customer Service by email by clicking on the "**Contact us**" hyperlink or by phone at from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm. If the goods do not conform to your order or you are not satisfied with them, you may return them or ask for an exchange or a refund pursuant to the terms and conditions set forth in section "10. Right of Withdrawal – Returns, Exchanges and Refunds".

10. Right of Withdrawal – Returns, Exchanges and Refunds

10.1. Right of withdrawal and withdrawal period

You have a legal right of withdrawal of your order, which you may exercise under the conditions provided for in Articles 27-38 of the Polish Act on Consumer Rights, if you meet the conditions set down by these provisions, without having to provide reasons and without having to pay any penalties.

The general refund policy of HERMÈS SELLIER allows you to withdraw within thirty (30) days from the date of delivery of the Products, without having to provide reasons and without having to pay any penalties. Beyond this time, you will no longer be able to exercise your right of withdrawal.

10.2. Procedure for exercising your right of withdrawal

We offer you the option to fill out and submit a notification of withdrawal online by logging in to your customer account. You will promptly receive email confirmation of your withdrawal.

You may also, within the 30-day withdrawal period indicated above, send to the following address any other form of notification that clearly states your wish to withdraw:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

10.3. Restrictions on the right of withdrawal

For health and safety reasons, you may not exercise your right of withdrawal on orders of fragrances once the seals on the Products have been opened after delivery.

10.4. Consequence of the right of withdrawal

In the event the product does not comply with your order or in the context of your right of withdrawal, you may ask for an exchange or refund of the Product(s) purchased under the conditions set out in Section 11 below.

11. Procedure for Returns, Exchanges and Refunds

11.1. Returns to the Hermes.com Site

11.1.a) Procedure for return free of charge

When exercising your right of withdrawal, Products must be returned in their original packaging (the orange box and if possible the delivery box), together with their purchase invoice or a copy of the purchase invoice.

Returning a product for exchange or refund is free of charge. In order to do this, you must return the Products to us via our carrier, within a maximum of thirty (30) days of your notification of withdrawal, by using our system of pre-paid return labels. Log in to your customer account and click on "return or exchange items" in the "Your orders" section.

Follow the instructions which will allow you:

- to choose the Products to return as well as the reason for the return (non-obligatory);
- to choose your shipment method (drop-off at the Post Office for orders delivered within France and Monaco or collection of the package at your home, with an appointment service in the latter case);
- to download and print your pre-paid return label (please refer to section "11.1.e Special Products ordered on the Site" for Products not eligible for the pre-paid return label system).

If you are unable or do not wish to use the pre-paid return label service, please contact our Customer Service which will record your return request. You can then return your parcel to the following address within a maximum of thirty (30) days:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

In this case, we advise you to take out the insurance offered by your carrier. HERMÈS SELLIER will not be liable if any Product you wish to return to the Site is lost, sent to the wrong address or delivered late insofar as you must bear the risks of the shipment method you have chosen and initiated.

HERMÈS SELLIER undertakes to reimburse you the standard shipping costs including parcel tracking. To avail of this please enclose with your return package the delivery invoice stating the parcel tracking number.

In the event of an exchange, the standard shipping costs for the first shipment will be refunded and you will be charged for the costs of the second shipment on the basis of the shipping method selected.

Under no circumstances will it be possible to grant you an electronic credit note for use on the Hermes.com Site, nor will the Site issue any store credit for use in a Hermès store.

We do not currently offer the option of exchange or refund via the Site for Products purchased in Hermès stores.

11.1.b) Exchange

When requesting an exchange, please indicate in the allocated field the Product(s) you wish to receive in exchange for your order. Should you wish that the chosen product(s) be held for you, please contact our Customer Service.

If the amount of the Product(s) selected in replacement is greater than the amount of the Product(s) returned, you will have to pay the price difference in accordance with these Terms and Conditions of Sale.

If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, HERMÈS SELLIER will refund the price difference (as a reminder regarding gifts, only the customer having purchased the gift may ask for a refund and have his/her bank account recredited) in accordance with these Terms and Conditions of Sale.

If you ask for an exchange of Products, the shipping costs for the first shipment will be refunded, but you will be charged for the costs of the second shipment on the basis of the shipping method selected.

Please note that the product(s) will be exchanged within seventy-two (72) working hours of receipt.

11.1.c) Refund

If a refund has been requested, the product(s) will be refunded within seventy-two (72) working hours of receipt. You will be sent a confirmation email. The refund, including the delivery costs of the initial order, shall be issued via the same payment method used for the order and in the same currency used by the client when paying for the order.

Please note that your bank may take up to ten (10) business days to issue a refund to your card, depending on processing times. This may vary among card issuers; we have no control over this process or the corresponding processing times.

11.1.d) Gifts ordered on the Hermes.com Site

Third-party recipients of gifts ordered on the Site may only exchange the Products via the procedure for return to the Site. Consequently, only the customer having purchased the gift may ask for a refund in the context of the right of withdrawal (insofar as it is only possible to recredit the bank account of the person having ordered the product).

Otherwise, only an exchange for a Product of an equivalent or greater value (the difference in price must be paid by the recipient of the gift) is possible. The third-party recipient should contact our Customer Service which will log the exchange and issue the pre-paid return label by email.

11.1.e) Special Products ordered on the Site

11.1.e) (i) Special return procedure applicable to watches and jewellery dispatched from Italy and fragrances

A special return procedure applies when returning fragrances and when returning watches and jewellery dispatched from Italy. The pre-paid return label service is not available for this category of Products.

You must first submit via your customer account a notification of withdrawal or lack of conformity for the purposes of exchange or refund. You may then, at your own expense, return the parcel to the following address:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

In this case, we advise you to take out the insurance offered by your carrier. HERMÈS SELLIER will not be liable if any Product you

wish to return to the Site is lost, sent to the wrong address or delivered late insofar as you must bear the risks of the shipment method you have chosen and initiated.

HERMÈS SELLIER undertakes to reimburse you the standard shipping costs including parcel tracking. To avail of this please enclose with your parcel the delivery invoice stating the parcel tracking number.

11.1.e) (ii) Conditions for returning fragrances

For reasons of health and safety, the fragrance must not have been opened and shall be returned in its original packaging (in its transparent film). When returning a defective Product or a Product that has been damaged during delivery, the customer must ensure that the bottle is still hermetically sealed; if this is not the case, please contact our Customer Service at +800 4300 5757 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm, or by email via the "Contact us" page.

11.1.e) (ii) Conditions for returning belt kits

If you have purchased a belt kit comprising a belt strap and buckle, the item can only be returned or exchanged as a complete set of leather strap plus buckle.

1.1.f) Returns & exchanges for PayPal orders

If you ask for an exchange for an order completed with PayPal, your credit card details will be required if the amount of the new exchange order is higher than the initial order, any additional amount owing can only be paid by credit or debit card. We are unable to accept PayPal payment for the additional amount owed to complete the exchange order. If the amount of the new order equals the initial order, no credit card information/payment will be required.

If you ask for a refund of an order completed with PayPal, your PayPal account will be credited the original purchase amount.

11.2. Returns to Hermès stores

11.2.a) For Products delivered to a postal address

Any Product purchased, or received as a gift, from the Site may be exchanged or converted into a store credit valid for one (1) year in specific Hermès stores within thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

- you must provide the receipt or a copy of the receipt along with your returns. The list of Hermès stores offering exchange can be found at the following address: stores.hermes.com;
- the shipping costs for the first delivery of a Product purchased on the Site will not be refunded when you return the Product for exchange or store credit to a Hermès store.

In-store returns of "petit h" products will be accepted only at the Sèvres store located at 17 rue de Sèvres in Paris.

Hermès stores do not offer refunds on any Products purchased on the Site. Under no circumstances will it be possible to credit your credit or debit card.

To ask for a refund for a Product purchased on the Site, by exercising your right of withdrawal, you must proceed as described above in the preceding paragraph "11.1 Returns to the Hermes.com Site".

11.2.b) For Products collected in store

When collecting your items in-store, you may ask the salesperson who is dealing with your order for:

- an exchange (products from Hermès collections and/or "petit h" products, only if collected from the Sèvres store located at 17 rue de Sèvres in Paris) or a store credit which is valid for one (1) year;
- a refund (except if the order was received as a gift). The store will take charge of returning your items to Hermes.com, which will issue the refund within fourteen (14) days. The refund will be issued by the same method of payment used to place your order.

12. Legal and commercial guarantees

12.1. Legal guarantees

Products sold by HERMÈS SELLIER are subject to the terms of legal guarantees laid down in Articles L217-4 to L217-14 of the French Consumer Code, as well as in Articles 1641 to 1648 of the Civil Code, to the exclusion of any other guarantees:

- **Legal** **guarantee** **of** **conformity:**

HERMÈS SELLIER will deliver a Product to you that is consistent with the sales contract and free from any defects upon delivery of said Product, in that the Product will be fit for the use normally expected of a similar product and will present the characteristics outlined at the time of sale. HERMÈS SELLIER is also accountable for any defects resulting from packaging, assembly instructions or installation when this was assigned to it by the contract or was carried out under its responsibility. This guarantee only comes into

effect on the condition that you make the request within a period of two years of delivery of the goods. Any defects which appear within six (6) months (period legally increased to twenty-four (24) months from 18 March 2016) of delivery are presumed to have existed at the time of delivery, unless proven otherwise.

You can choose between the repair and replacement of the Product unless one of these options leads to a manifestly disproportionate cost for HERMÈS SELLIER or causes excessive inconvenience to you. If it is not possible to repair or replace the Product, you can be refunded for the price paid and return the Product, or keep the Product and receive a refund for part of the cost, unless the defect is minor. The return, replacement or refund of the Product will be at no cost to you and does not preclude the possible allocation of damages in the event you are entitled to these. The legal guarantee of conformity applies irrespective of the commercial warranty specified in Article 12.2 below.

- Warranty against latent defects:

The Product provided by HERMÈS SELLIER will be free of any latent defects that may render it unfit for its intended use, or diminish this use to the extent that you would not have purchased it, or would have paid a lower price if you had known. This warranty will only apply if you make the request within two (2) years of discovering the defect.

In the event of a latent defect, you can choose to return the Product and receive a refund for the price and costs arising from the purchase, or keep the Product and receive a refund for part of the price. In all cases, it is your responsibility to prove that you fulfil the warranty conditions.

In the event of defects and latent defects, Products should be returned to the following address:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

HERMÈS SELLIER verifies the validity of the complaint within 14 calendar days from the date of notification of the receipt of the complained Product. HERMÈS SELLIER informs the Customer about the way of considering the complaint.

If the complaint is considered unfounded, HERMÈS SELLIER will determine with the Customer whether the purchased Product will be sent back to the Customer or if it will be disposed of.

The Customer has access to an out-of-court complaint and redress mechanism as indicated in section 15.

12.2. Commercial warranty

Some Products sold on the Site also come with a commercial warranty in addition to the legal guarantees stipulated in the preceding Article. The content and terms of implementation for this commercial warranty are available on the Site in the "[customer service](#)" tab, before purchasing any product affected by this warranty.

13. After-sales service and availability of replacement parts

An after-sales service is provided for any product that is technically repairable. For any repairs, please contact our Customer Services. Pursuant to Article L 111-3 paragraph 1 of the French Consumer Code, HERMÈS SELLIER cannot guarantee a period of availability for spare parts required for the use of Products. Nevertheless, HERMÈS SELLIER will do its utmost to satisfy its Customers in the event that one or more parts is requested.

14. Limitation of Liability

Under no circumstances may HERMÈS SELLIER be held liable for any damage not resulting from a failure on the part of HERMÈS SELLIER to comply with one of its obligations.

15. Governing Law - Disputes

These Terms and Conditions of Sale are governed and construed in accordance with French law. However, in accordance with Regulation EC 593/2008 of 17 June 2008, these Terms and Conditions shall not preclude compliance on the part of HERMÈS SELLIER with a provision that is more favourable to the customer, and which shall apply in full by agreement, under the law where the customer has their habitual residence.

In the event of a dispute related to fulfilment of an order, you may have recourse to a conventional mediation procedure or to any other alternative procedure for settlement of a dispute.

These Terms and Conditions of Sale were originally drafted in French. Notwithstanding the above, in the event of a dispute, in accordance with the provisions of Regulation No. 44/2001 of 22 December 2000:

- You may file a claim either before the courts where you are domiciled, or before the French courts,
- HERMÈS SELLIER may file a claim before the courts where you are domiciled.

If your complaint is about a product, our website or anything else, please use our customer service phone number or email address, available on the contact us page of our website.

You may also be eligible to lodge your complaint on the EU Online Dispute Resolution platform which is available at www.ec.europa.eu/consumers/odr.

APPENDIX: MODEL WITHDRAWAL FORM

If you wish to exercise your right of withdrawal - in accordance with the conditions provided for in Article 10, you may use the form below:

To: H.com - Returns Service - 24, rue du Faubourg Saint-Honore - 75008 Paris - France.

I hereby notify you of my withdrawal from the contract for the sale of the following product(s):

- Name (s) and reference (s) of the product(s):

- Ordered on:

- Received on:

- Order number:

Name of the customer at the origin of the order:

Customer's address at the origin of the order:

Signature of the customer in case of notification of this form on paper:

Date: