General Terms and Conditions of Sale

Hermes.com – Macau

Please read carefully the General Terms and Conditions of Sale and the General Terms and Conditions of Use (collectively as General Terms and Conditions of Sale and Use) of the hermes.com/mo/en 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 ASIA PACIFIC LIMITED (hereinafter as HERMÈS or we/us), a company incorporated in Hong Kong having its registered office at 43/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong.

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

The purchase of any Hermès brand products ("Products") offered on the *www.hermes.com/mo/en* website (hereafter known as the "Site") is subject to these terms and conditions of sale for the Site ("Terms and Conditions of Sale"). The Products are exclusively intended to be sold to end consumers, natural persons or corporations, with the exclusion of all resellers or intermediaries acting on behalf of resellers. Consequently, you warrant that in using the Site and/or purchasing any Product on the Site, you are acting as the end consumer and you agree that you shall not, and shall not intend to, resell the Products for commercial (or any other) purposes.

HERMÈS may update these Terms and Conditions of Sale at any time, and users of the Site are deemed to be aware of, and bound by, any such revisions to these Terms and Conditions of Sale upon the publication of the revised Terms and Conditions of Sale on the Site. You can view the applicable version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labelled "Terms and condition". The Terms and Conditions of Sale applicable at the time of entering into the contract of sale are those which 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 Site, as well as the Privacy Policy."

HERMÈS 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").

3. Ordering Scope

The Site may be used to order a selection of Products from HERMÈS, directly online via the Internet for delivery to Macau (see section "8.1 Delivery and Collection Area" below).

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 or any affiliates of HERMÈS. These Terms and Conditions of Sale therefore do not apply to special orders.

4. Availability of Products

Our Product selection 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 phone/ email 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. For avoidance of doubt, any alternative Product can only be chosen from the Products available on Site.

HERMÈS shall not liable if Products are out of stock or unavailable for orders that have not yet been accepted by HERMÈS. For the avoidance of doubt, any purchase order by the customer constitutes an offer for purchase, and HERMÈS has the right to accept or reject any purchase orders of Products from customers (HERMÈS's SMS and/or email notifying you that the order request has been received is only an acknowledgement of your offer but not a confirmation of your order, and does not constitute any form of contract between you and us). HERMÈS' acceptance of your order will only take place when we notify you by SMS and/or email (or another channel) that your order been shipped, at which point a contract will come into existence between you and us.

HERMÈS reserves the right to change the Products available 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 reserves the right to limit the number of Products which can be purchased per customer. As such, given the limited availability for some of our product line, HERMÈS reserves the right to limit the quantity of products available for purchase per customer at its sole discretion at any time and shall have the decision.

5. Ordering Procedure

5.1. Selecting Products

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

You may view your selection by hovering over it or by clicking on "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 area of delivery. The default shipping method for delivery to Macau will be by way of courier and shipping costs are complimentary unless otherwise specified.

5.2. Login

Once you have selected the Product(s), click on "Continue to checkout" 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 phone number and other required information 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.

The Privacy Policy, incorporated by reference in these General Terms and Conditions of Sale, sets out how the personal information you provide will be processed.

Your login and password are strictly for personal use. Consequently, you undertake to store them safely and never disclose them to third parties. You are solely responsible for the security of the log-in and password of your customer account, and may be held liable for any loss, theft or fraudulent use of your customer account if you have not taken reasonable care; and you must inform HERMÈS *by* 0800522 immediately if you become aware of any third party gaining access to your login, password or account. You agree to indemnify us entirely against any and all losses attributable to any access to and/or use of your customer account (including access and/or use for the purchase of, and the placing of orders for, any Products) referable or traceable to your username and password.

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

- Access your shopping cart
- Access all your orders and download the related sales memo duplicate
- Manage your address book to order faster
- Check, correct and delete your personal data
- Manage your newsletter subscription

The data recorded by the Site constitutes proof of all transactions made between HERMÈS and its customers. In the event of a dispute between HERMÈS and one of its customers about a transaction made on the Site, the data recorded by HERMÈS will be considered as irrefutable 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 or by phone at 0800522 from Monday to Friday (except public holidays), from 09:30 a.m. to 6:00 p.m., and to the extent such account has any pending orders that have not been completed, it will only be deactivated after such completion. 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 area, title, surname, first name, phone number, delivery address and other necessary information. The customer must ensure the delivery address provided to HERMÈS is accurate and complete as the successful delivery to the delivery address provided by the customer shall discharge HERMÈS from any responsibility.

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.

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 device. Consequently, HERMÈS shall not be held liable for any insubstantial error or 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 for processing for the purposes of assessing whether or not your order is accepted by HERMÈS. We will send an SMS to the mobile number you have provided and/or an email to the email address you have provided acknowledging our receipt of your order, and that we will process such order.

HERMÈS reserves the right to not accept any order placed by a customer at its discretion and without having to provide any reason to such rejection, including but not limited to where there is an existing dispute with the customer concerning a prior order, or HERMÈS has reasonable cause to suspect that such customer has violated these Terms and Conditions of Sale, or is engaged in any fraudulent activity, or on any other legitimate grounds.

5.3.c) Confirming the order

If your order is accepted by HERMÈS, you will subsequently receive another SMS and/or email notifying the shipping of the order. The receipt of the SMS and/or email notifying the shipping of the order is the point where a contract will come into existence between you and us.

Unless otherwise regulated by law or under special condition of General Terms and Conditions of Sale, once the order been accepted by us, you shall not be able to change or cancel the order. In case you have the right to cancel the order, if you have already made the payment, HERMÈS will return all payment received to the original payment account.

Above clauses shall not restrict the return and exchange rights in Clause 10 of General Terms and Conditions of Sale.

6. Price – Methods of Payment Accepted

6.1. Price

The prices of the Products are in MOP, inclusive of taxes (if applicable).

HERMÈS reserves the rights to amend the prices of the Products on the Site at any time and without any prior notice. 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 MOP. If any of the ordered Products are unavailable (see Section 4 "Availability of Products"), only the price and the shipping costs (if any) of the available Products will be charged. For the avoidance of doubt, if the order has not been accepted by HERMÈS, the payment will not be processed and you will not 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: MasterCard®, Visa®, American Express®, Diners Club®, Discover® and Union Pay®. Payments by debit card are authenticated and secured by the 3D Secure system. This system is also known under the names of "Verified by Visa®", "MasterCard® SecureCode" or "American Express SafeKey®". During payment, the bank asks the Internet user for his/her personal information in order to check the identity of the card holder and to validate the transaction.

How to pay with 3D Secure on the Site:

After validation of your banking and credit card details (card number, expiry date and card verification number), a new page will be displayed on which you have to enter the personal information requested by your bank. This information can be:

- the answer to a personal question;

- a password you have previously chosen;

- a code sent by SMS; and/or

- your date of birth.

Once the 3D Secure code is entered and validated by your bank, your order is complete. You will then receive a SMS and/or email notifying that we have received your order.

Authentication is specific to each bank. For any questions concerning your 3D Secure code, please contact your bank directly. Please also note 3D Secure is operated by third parties other than HERMÈS, and are subject to the applicable terms and conditions of such third parties.

Your order will only be processed after your payment method has been verified and upon receipt of your card's debit authorization.

Your account will only be charged when the Products are dispatched, except for pre-orders. In this case, your account will be charged at the time the order is placed.

If you use a credit card issued by an overseas issuer, additional service charges may be applied by third party credit card issuers and your payment to us in MOP may be subject to currency conversion rates decided by such third party credit card issuers. Further, when you apply for a refund when you return the Product, we will only refund the amount you made in MOP when you purchase the Product and we will not be responsible for the exchange rate difference to any foreign currency or any service charges of your credit card issuers.

Payment by Apple Pay®: We accept payments through Apple Pay (except for phone orders). This method of payment is compatible with Apple devices on which you have entered your information in the Apple Pay application.
When you select "add to cart", the Apple Pay option will appear on the page of the product added. You must select the Apple Pay button then (i) accept the Hermes General Terms and Conditions of Sale, (ii) using the information you entered in your Apple account, agree to create a customer account if you do not already have one, and accept the Hermes Privacy Policy.
For more information, please refer to our Privacy Policy.
Before confirming the payment, please verify that the information linked to your Apple account is correct, in particular the delivery address provided. HERMES will not be responsible for replacement or refund of the Products if the information provided on your Apple account is incorrect.
You must then confirm your order using the Touch ID or by entering your login details and the password to your Apple account.
When completing your order, you will be redirected to the confirmation page of Hermes.com.
- If you have an Hermes customer account, your order will automatically be linked to your account.
- If you do not already have an Hermes customer account, you will receive an email confirming the creation of your account. You will then receive a link to set a password for your customer account.

6.2.b) 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 and shipped remain the property of HERMÈS until full payment for the Products has been received by HERMÈS.

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

8. Shipping Methods

8.1. Delivery and Collection Area

8.1.a) Delivery to a postal address

Products purchased on the Site can be shipped only to Macau (hereinafter the "Delivery Area").

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

Notably for security reasons, HERMÈS shall not process any order for which a general delivery address, a P.O. box, a parcel locker, a parcel pick-up service address, or a logistics company address has been provided.
We can indeed deliver to your hotel. Please provide the name and address of your hotel when you place your order so that our Customer Service can have your package delivered within the given time frame. If we are unable to deliver within this time frame, we will contact you to give you prior notice.

The Products will be shipped to the delivery address specified when placing your order. The customer must ensure the delivery address provided to HERMÈS is accurate and complete as the successful delivery to the delivery address provided by the customer shall discharge HERMÈS from any responsibility. A signature may be requested from you by our designated shipping company to acknowledge your receipt of your Products ordered.

8.2. Shipping Costs

If you will choose the default shipping method, HERMÈS will bear the cost of delivery of delivering the product to the address designated within the Delivery Area. If you will choose other chargeable shipping methods available on the Site (if any), you shall make your own choice before submitting the order and HERMÈS will charge certain shipping cost as per stated on the Site.

Note: In case you will chose the chargeable shipping method and pay the shipping cost, the shipping cost will not be refunded in case of Return.

8.3. Time Required for Delivery

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

8.3.a) Delivery to the address designated in order

On Product ordering page, we will provide you with the estimated timeframe required for delivery and the shipment method available for the purchased Products and the Delivery Area. The price of shipping (if any) will be due in addition to the price of the purchased Products.

Orders are shipped via a third-party service provider. Under normal circumstances please allow about two (2) to three (3) business days for default delivery. Kindly note that your order will not be proceed during the weekend and public holidays, thus, if you place an order later than the 12:00 pm of the day before weekend or public holiday, your order will only be proceeded on the next business day.

For the products which already be indicated on Website that there is a possibility of delay delivery or will subject to a longer delivery period, HERMÈS reserves the right to delay the delivery.

Please note that whilst every effort is made to meet the delivery times quoted, HERMÈS do not provide absolute guarantees. The Site uses reputable couriers for their prompt and efficient service but occasionally, due to unforeseen circumstances, delay may occur.

If you chose the non-default delivery, the Products shall be delivered within a period determined by the third-party shipping vendor, detailed information may be consulted with our Customer Service. If your order is not able to ship immediately, Customer Service will contact you to provide more details and an estimated shipping date.

Products purchased via the Site may only be delivered to the address within the Delivery Area. Any delivery address located outside of the Delivery Area will be refused during the ordering procedure. HERMÈS will not process any order for which a post office box, parcel locker, parcel pick-up service address, or a logistics company address is provided.

8.3.b) Collection in Hermès Stores

For certain products on the Website, you may choose to collect the products you have ordered on the Website from a selected store. This collection in Hermès store service is free of extra charge. When you order certain products on Website, if the Website provides collection in Hermès store option for you and you have chosen to collect in the specific Hermès store you selected, then when your order takes effect and the relevant products been delivered to your selected Hermès store, we will send an email and/or a SMS message to the email address and/or mobile number registered under your account noticing the status of your order. You shall go to the selected Hermès store to collect the products you ordered within 7 days after received the notice in accordance with the requirements listed in the notice and the Terms and Conditions of Sale. If you fail to collect products you ordered within 7 days after received the notice in accordance with the requirements listed in the notice and the Terms and Conditions of Sale, your order will be cancelled automatically and the products you ordered will be returned to HERMÈS and HERMÈS will return all payment received in regard to the cancelled order to the original payment account.

For the sake of transaction security, if you will choose to purchase online and collect the products in Hermès store, please use the name consistent with the name on your ID card/ passport as the username of the Website and ensure that you will collect the products by yourself other than any third party. When you collect the products in Hermès store, you will need to go to the store by yourself and show the email and/or SMS notification informing you of the availability of your order and your ID card/ passport to the store staff for on-site verification. HERMÈS reserves the right to refuse to deliver the products or cancel the order if the products is not collected by yourself or the ID card/ passport name shown by you is inconsistent with the user name of the order placed on this Website.

You acknowledge that the provision of any personal data will be used solely for the purpose of identity verification. All proof of identity will only be sighted by the sales person for verification and shall not be stored, processed and/or recorded in any way.

9. Delivery Problems

9.1 Delivery Problem Notice

In case any the below events occur, you shall notify the Customer Service immediately: 1) Any failure to deliver or 2) late delivery exceeding eight (8) business days (**"Delivery Problem Notice"**). As soon as we receive your Delivery Problem Notice, we will investigate into the relevant delivery problems.

Once we have confirmed that the Products failed to deliver to the address provided, the sale contract between you and HERMÈS in relation to the relevant Product will automatically terminate without further action required. We will then contact you for refund. In order for your claim to be considered by us, please be sure to contact with HERMÈS within ten (10) business days from the date of receiving the message of noticing the shipping arrangement of your order. No claims notified to us more than ten (10) business days from the date of receiving the message of notifying the shipping arrangement of your order will be taken into account.

9.2 Inability to deliver after reasonable attempt

We strive to deliver our quality Products to you. At times, we may not be able to deliver the Products to you after reasonable attempt. If our Products cannot be delivered to the address provided by you for 3 consecutive times, we will contact you by phone/ email to inform you that your Products cannot be delivered despite reasonable attempt and that we will refund you.

The sale contract between you and HERMÈS in relation to the relevant Product will automatically terminate without further action required, at the earlier of (i) our phone call with you or (ii) our email to you about inability to deliver the Products to you after reasonable attempt.

9.3 General

The successful and timely delivery to the delivery address provided by the customer shall discharge HERMÈS from any responsibility. Subject to customer's providing an accurate and complete address, in the event of failure to adhere to the delivery time, you can cancel the order by clicking on the "Contact us" hyperlink from Monday to Friday (except public holidays), from 09:30 a.m. to 6:00 p.m.

HERMÈS shall be bound to refund you the full amount paid, at the latest within fourteen (14) days of the date of the termination of the sale contract (the timing for receiving the refund may vary subject to the bank's processing). 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.

For the avoidance of doubt, your rights under this Section 9, to the fullest extent permitted by law, and the full refund to you by HERMÈS shall be your sole and exclusive remedy at law or equity in relation to Products and services of HERMÈS.

You should 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.), we recommend that you handwrite any observations, if possible on the delivery note, and sign it.

You should then contact the Customer Service by email by clicking on the "Contact us" hyperlink or by phone at 0800522 from Monday to Friday (except public holidays), from 09:30 a.m. to 6:00 p.m. 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 Returns, Exchanges and Refunds" and section “11. Procedure for Returns, Exchanges and Refunds”.

10. Right of Returns, Exchanges and Refunds

The general refund policy of HERMÈS allows you to return a Product purchased on the Site within seven (7) calendar days from product receipt date or exchange a Product purchased on the Site within thirty (30) calendar days from the shipping date of the Products in accordance with the following provisions (please refer to this section 10 and section 11), provided the Products to be returned or exchanged are in saleable and unused condition, and in their complete and intact original packaging. Subject to applicable law, beyond this time, you will no longer be able to exercise your right of to return or exchange a Product.

11. Procedure for Returns, Exchanges and Refunds

11.1. Returns to the Site

11.1.a) Procedure for return free of charge

You may return any Product ordered on the Site within seven calendar (7) days from the receipt date of the Product, together with the accessories or fittings, original sales invoice, certificates, instruction booklets, all tags and all gifts (if any) to the address designated by Hermès, subject to the following:

You shall return the Products in satisfaction of the Article 11.1 e) Return/exchanges conditions, before handing over the return package to the courier assigned by Customer Service at the appointment time. For avoidance of doubt, the pick up of the returned Product does not mean the Product is accepted for return, whether the Product is accepted for return shall subject to the further assessment of HERMÈS.

It will enable us to process returns more efficiently if, when exercising your right of return, Products are returned in their original packaging (the orange box and if possible the delivery box), together with their original sale invoice, all accessories, certificates, instruction booklets, all tags and all gifts (if any). Products that have been altered, damaged and/or used in any way will not be accepted for return. HERMÈS may determine, at its sole discretion, whether or not the condition of a Product is eligible for return.

Returning a product for refund is free of charge. In order to enjoy free returns, you must return the product to us via our carrier follow below procedures:

- Send us a request via the "Contact us" page and include the following details within 7 days upon the receipt date of Products.
- Order number
- Item(s) to be returned
- Reason(s) for return
- Pickup address
- Date and tentative time of pickup (except Saturdays and public holidays)

- Pack the products, accessories, original sales invoice, instruction booklets, certificates and all tags, together with the original packaging, into the original express package box. Seal the box properly and prepare to be picked up by our designated delivery service.

- Print the pre-paid shipping label and prepare the other required documents as per instructed in the email sent by us, and stick it over your parcel as instructed in the emails.

Following receipt of your returned product, HERMÈS shall assess the Product for the purposes of determining whether to accept the return and reserve the right not to accept the return of any product at our discretion. We will notify you as to whether we have accepted the return of the product in the Acceptance notice. If validated, HERMÈS will process refund. Otherwise, HERMÈS will send product back to the address in the purchase order without refund.

For furniture, bike and lighting Products, the transportation service provider designated by HERMÈS shall charge certain shipping costs for the return and you shall confirm and pay the relevant shipping costs to such service provider.

However, if you choose other delivery methods due to your own reason, HERMÈS will not bear the cost.

In this case, we advise you to take out the insurance offered by your carrier. HERMÈS 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.

Under no circumstances will it be possible to grant you an electronic credit note for use on the 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

The Site does not provide exchange service online but you may exchange in HERMÈS boutiques (except for stores located in Argentina, Brazil, Chinese Mainland, India, Lebanon, Russia, South Korea, Taiwan, Thailand and at any airport), subject to any applicable laws, and

relevant return and exchange policy within thirty (30) calendar days from the shipping date of the Product, subject to terms and limitations set out in section 10 and11.

When exercising your right of exchange, Products shall be in their original packaging (the orange box and if possible the delivery box), together with their original sale invoice, all accessories, certificates, instruction booklets, all tags and all gifts (if any). Products that have been altered, damaged and/or used in any way will not be accepted for exchange. HERMÈS may determine, at its sole discretion, whether or not the condition of a Product is eligible for exchange.

Petit h products, gold, silver, white gold and/or platinum jewelries, or watches are not accepted for exchange in stores

You may exchange an item for another item of equal or greater value only, in case that the item to be exchanged is of higher value you should also pay the difference in price.

Products not belonging to the category of 'handbags, luggage and small leather goods' cannot be exchanged for an item in the 'handbags, luggage and small leather goods' category unless part of the original purchase falls into this particular category. For example, a ready to wear item cannot be exchanged for a handbag.

11.1.c) Refund

We strive to issue refunds as quickly as possible within 15 business days (the timing for receiving the reimbursement may vary subject to the bank's processing) after your returned item(s) is/are received at our warehouse which is acceptable in accordance with the Terms and Conditions of Sale, crediting the same payment account used for purchase of the relevant products. Under no circumstances will you be granted any credit notes.

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. HERMÈS cannot expedite the refund process under such case. In any event, you will not incur any fees as a result of the reimbursement but we may withhold the refund until we have received the item back or you have supplied evidence of having sent back the item, whichever is the earlier.

11.1.d) Gifts ordered on the Site

Third-party recipients of gifts ordered on the Site can exchange the Products via HERMÈS boutiques as per indicated in clause 11.1 b). For return of gifts ordered, subject to that the Product complies with the return condition, we accept the return requirement of the non purchaser based on the return process set out in this Article but the refund will only be pay back to the account of purchaser.

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 at the store. **11.1.e) (i)** General Return/exchange condition

Returned and/or exchanged products must not have been used, neither in worn, altered, washed, stained or damaged conditions. The returned products should be in their original

condition and packing (must not be opened if it is in the transparent film, all original packaging intact, including the orange box, packaging materials such as anti-dust bags and boxes, accessories, labels, trade mark signs, certifications, NFC tag etc), with all labels and/or signs intact and sealed if applicable, as well as together with the original sales receipt and original invoice.

11.1.e) (i) General Return/exchange condition

Returned and/or exchanged products shall be still sellable, must not have been used, neither in worn, altered, washed, stained or damaged conditions. The returned products should be in their original condition and packing (must not be opened if it is in the transparent film, all original packaging intact, including the orange box, packaging materials such as anti-dust bags and boxes, accessories, fittings, labels, trade mark signs, certifications, instruction booklets, NFC tags etc.), with all labels and/or signs intact and sealed if applicable, as well as together with the original sales receipt and original invoice and all gifts (if any).

11.1.e) (ii) Conditions for returning/exchange soap, lotion, shower gel, shampoo and horse soap etc.

In order to return/exchange soap, lotion, shower gel, shampoo and horse soap etc., these products must not have been opened/unsealed and be returned in its original packaging with the transparent sealing film and NFC Tag intact due to hygiene and quality concerns. If the transparent sealing film and/or NFC Tag has been opened or removed, the Product will not be accepted for return and/or exchange.

11.1.e) (iii) Conditions for returning/exchange underwear, socks, etc.

In order to return/exchange underwear, socks, etc. these products must be returned in its original packaging and NFC Tag intact and unopened due to hygiene and quality concerns. If the package or NFC Tag has been opened or removed, the item will not be accepted for return and/or exchange.

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

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

11.1.e) (v) Special returns policy for the Apple Watch Hermès/ Apple AirTag Hermès

Apple Watch Hermès must be returned to Site in its original packaging without packaging being opened and/or NFC tags been removed, and cannot have already been paired or synced with an electronic device.

Apple AirTag Hermès must be returned in its original packaging and the battery activation protection must not have been removed. Apple AirTag Hermès cannot be partially returned or exchanged: AirTag device must be returned with the leather accessory.

The serial number on Apple Watch Hermès and Apple AirTag Hermès being returned must match the one listed on the original sales invoice.

11.1.e) (vi) Special Condition for returning HERMÈS shoes

HERMÈS shoes must be tried on clean, dry and non-abrasive surfaces to prevent irreparable damage to the soles and or any part of the shoe. If the HERMÈS shoes been worn, altered, washed, stained or in damaged conditions, the Product will not be accepted for return and/or exchange.

11.1 e) (vii) General limitations to exchanges and/or refunds:

- One product can only be returned or exchanged once, exchanged products cannot be exchanged again.

- HERMÈS do not currently exchange or allow refunds for product purchased in HERMÈS boutiques via the Site.

- Charitable event products, a product ordered on the Site that has been personalized, bespoke and/or made to measure cannot be returned or exchanged.
- Items protected by the Convention on International Trade in Endangered Species of Wild Fauna and Flora can only be returned and exchanged in the country/area of purchase.

11.2 HERMÈS may determine, at its sole discretion, whether or not the condition of the Product is eligible for return or exchange.

11.3 You shall not have any right of refund, exchange or return of Products, if we cannot deliver a correct Product to you due to incomplete or inaccurate information provided by you. Furthermore, HERMÈS shall not be held responsible for any loss, damage, claim, costs or expenses of any kind arising out of or in connection with the returns, exchanges and/or refunds procedure in this Section 11 if you fail to truthfully and/or accurately provide us with the information HERMÈS asked you to provide.

12. Termination

The sale contract between you and HERMÈS in relation to the relevant Product will automatically terminate without further action required, in cases set out in Clause 9.1 and 9.2.

13. After-sales service and availability of replacement parts

An after-sales service is provided for any Product that is technically repairable, subject to applicable after-sales service terms. For any repairs, please contact our Customer Services. For general enquiries, you may call us at +852 2919 5000 from Monday to Saturday (except public holidays) from 10am-6:30pm.

HERMÈS cannot guarantee a period of availability for spare parts required for the use of Products. Nevertheless, HERMÈS will do its utmost to satisfy its customers in the event that one or more parts are requested.

14. Limitation of Liability

Under no circumstances may HERMÈS be held liable for any damage not resulting from a failure on the part of HERMÈS to comply with one of its obligations. HERMÈS shall not be liable to you for any indirect, consequential, special and punitive damages, or for any damages resulting from loss or interruption of business, lost data or lost profits, arising out of or relating to these Terms and Conditions of Sale, whether liability is based on contract, breach of warranty (express, limited or otherwise), and whether asserted in contract, tort (including negligence and strict product liability) or otherwise, and irrespective of whether we have advised or been advised of the possibility of any such damages.

To the maximum extent permitted by applicable law, the total aggregate liability of HERMÈS to the Customer under these Terms and Conditions of Sale shall not exceed the amount of sales of the given transaction between HERMÈS and the customer giving rise to the claim.

Nothing in these Terms and Conditions of Sale shall operate to limit or exclude HERMÈS liability arising from any death or personal injury caused by HERMÈS negligence.

15. Governing Law - Disputes

These Terms and Conditions of Sale are governed and construed in accordance with Macau law.

In the event of a dispute arising out of or in connection with these Terms and Conditions of Sale, either party may use mediation procedure or any other alternative procedure for settlement of a dispute. Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions of Sale which cannot be resolved within thirty (30) days after the commencement of the discussion, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the World Trade Center Macau Arbitration Centre (WTCAC) under the WTCAC Arbitration Regulation in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Macau law. The seat of arbitration shall be Macau. The number of arbitrators shall be [one]. The arbitration proceedings shall be conducted in English.

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

16. Other Important Terms

16.1 **Assignment**. These Terms and Conditions of Sale shall be binding upon and inure to the benefit of us and you, and any successors and permitted assigns of us and you. You may not assign or transfer any of your rights, benefits or obligations under these Terms and Conditions of Sale without our prior written consent. No assignment shall relieve or discharge you of any of your obligations or liabilities hereunder, notwithstanding any voluntary assumption by the assignee of such obligations and liabilities. We shall be entitled, in our discretion, to delegate or subcontract the performance of any of our functions in connection with the performance of our obligations under these Terms and Conditions of Sale, and reserve the right to use any service provider, subcontractor and/or agent on such terms as we deem appropriate.

16.2 **Waiver**. No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these Terms and Conditions of Sale will operate as a waiver thereof, not will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.

16.3 **Illegality and Severability**. In the event that any of the provisions of these Terms and Conditions of Sale shall be, or at any time shall become, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions in these Terms and Conditions of Sale, but these Terms and Conditions of Sale shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

16.4 **Third Party Rights**. Save as expressly provided for in these Terms and Conditions of Sale, a person who or which is not a party to these Terms and Conditions of Sale shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623)) to enforce any provision of these Terms and Conditions of Sale.

16.5 **Entire Agreement.** These Terms and Conditions of Sale supersede and cancel all previous agreements, warranties and undertakings, whether oral or written, express or implied, given or made by or between us and you, and constitutes the entire written agreement between us and you, in respect of the matters set out herein, and no other terms and conditions shall be included or implied.