


# General Terms and Conditions of Sale

Hermes.com – Norway

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

## 1. Seller's Identification, Scope of Application and Acceptance of the General Terms and Conditions of Sale

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 VAT number is 998340314 MVA. Its phone number is as follows: + 33 (0) 1 40 17 47 17.

The purchase of any Products offered on the www.Hermes.com website (hereafter known as the "Website") and/or by phone is subject to these general terms and conditions of sale ("Terms and Conditions of Sale").

**Hermès Products are exclusively intended to be sold to end consumers for their personal use, with the exclusion of all resellers or intermediaries acting on behalf of resellers. Consequently, you agree and warrant that you are acting as an end consumer and that you will not, directly or indirectly, resell Hermes products purchased on the Website and/or by phone, for commercial purposes.**

HERMÈS SELLIER may update these Terms and Conditions of Sale at any time. You can view the applicable version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labelled "**Contact us**". The sales agreement between you and HERMÈS SELLIER will include the conditions of your order and the Terms and Conditions of Sale applicable at the time of your purchase, which apply to the exclusion of any other terms and conditions or any terms implied by trade, customer, practice or course of dealing.

For each purchase of Products, 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 accept the General Terms and Conditions of Sale and consent to the processing of my data, in accordance with Hermès' Privacy Policy". You can view the applicable version of the Privacy Policy at any time by clicking on the hyperlink labelled "Privacy".

## 2. Reservation conditions

### 2.1. Acceptance of our reservation conditions

Any reservation made by phone or on the Hermes.com website implies the prior and full acceptance of these reservation conditions.

For any reservation made by phone, you must confirm verbally that you have read and accepted these general terms and conditions of sale, preliminary to reservation service of Hermès products. Otherwise, you will not be able to make a reservation.

HERMÈS SELLIER reserves the right to adapt or modify these general terms and conditions of sale at any time. The applicable conditions are those in force on the day of reservation. The reservation service is offered free of charge.

In order to fulfill your expectations at best, the list of products offered on the Hermes.com website and/or in store for reservation is subject to change at any time depends on the availability of our products.

The available products will be indicated to you:

- for reservations by phone, after telling the operator the store of your choice;
- on the website by selecting the store of your choice.

The information relating to the availability of products comes directly from our stores/warehouses and may exceptionally be inaccurate if there is a change in our stocks. You will be notified of any changes as soon as possible.

### 2.2. Confirmation of the reservation

Once you have chosen a collection point, checked the details of your reservation, the total price and validated all the general terms and conditions of sale, you will receive a call, email or text message from HERMÈS SELLIER confirming that your reservation has been registered. All reservations will receive a confirmation email. This document should be retained as it constitutes a proof of the reservation.

In the exceptional event of a stock shortage, HERMÈS SELLIER may cancel the reservation and will inform you by phone or email at the earliest opportunity.

### 2.3. Time limits for the availability of products and duration of the reservation's validity

For any reservation made during the opening hours of the Hermès stores, HERMÈS SELLIER will respond about the availability of the product in the selected store within four (4) hours following your reservation request.

Any reservation made outside the opening hours of the Hermès stores will be processed on the next opening day.

You will be notified about the availability of your reservation by call or email according to the contact details provided at the time of booking.

Exceptionally, HERMÈS SELLIER may have to change the time or date for the collection of the initially planned reservation. HERMÈS SELLIER will inform you of any changes to the availability of reserved products.

The selected products are reserved for a period of three (3) days after receiving the email confirming the reservation (subject to a different time limit communicated by the Hermès store). If the collection has not been made during this time, the reservation will be cancelled and it will no longer be possible to collect the product.

### 2.4. Collection methods

To collect and pay for your product, you will need to provide ID and/or your reservation number.

If you want someone else to collect and pay for the product, this person will need to provide:

- The email or text message informing you about the availability of your reservation;
- Her/his ID;
- A copy of your ID.

HERMÈS SELLIER retains full and entire ownership of the reserved products until the full payment of the products. The risks involved with the products are transferred to you at the time of the product's collection.

### 2.5. No right of withdrawal

The sale made in store with the reserved product does not constitute an online sale. Your purchase will be subject to the general conditions of sale applicable to the store that made the sale. Therefore, you do not benefit from the right of withdrawal provided by the Consumer Code in the context of distance selling.

## 3. Ordering Methods

For any question related to our products and your orders, you may contact our customer service ("**Customer Service**") by clicking on the "**Contact us**" hyperlink or by phone at 00 80041122000 from Monday to Saturday (except French public holidays).

The Website may be used to order a selection of Hermès branded products (hereafter the "**Product(s)**") from HERMÈS SELLIER, directly online via the Internet for delivery to Norway.

You may also place your order by contacting our Customer Service.

The Website 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, a bespoke product or is no longer in the Hermès collection, 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.

## 4. Availability of Products

### 4.1 Services related to pre-orders

Pre-orders allow customers to reserve certain Products advertised on the Website before their release date, including the Apple Watch (hereinafter "**pre-orders**" or "**pre-ordered Product**").

### 4.2 Availability of Products

Product offers are valid while stocks last. At the time of validation of the order, there may be a difference between the stock available electronically and the existing physical stock (for example in the case of simultaneous orders for the same product by several customers). The sale is therefore conditional on the availability of the Products in stock.

In addition, Hermès reserves ownership of the Products until receipt of the Products in accordance with the provisions of article 7 below.

The availability date of the pre-ordered Product will be explicitly indicated on the Product form. If the availability date changes, you will be notified immediately by email and/or on your client account.

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 Website or to cancel your order.

We shall not be liable if Products are out of stock or unavailable.

We reserve the right to change the Products offered on the Website and/or by phone at any time and without any prior notice. In order to improve our quality service and ensure greater availability of our Products for all customers, we reserve 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.

## **5. Order procedure**

### **5.1. Order procedure on the Website**

#### **a) 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 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.

#### **b) Login**

Once you have selected the Product(s), click on "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 email address and subsequently creating a password.

Your login and password are strictly for personal use. Consequently, you undertake to store them safely and never disclose them to third parties. HERMÈS SELLIER shall under no circumstances be held liable for any loss, theft or fraudulent use of your customer account; you undertake to inform Hermès immediately in such an event.

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.

You may have your account deactivated at any time by sending an email to the Customer Service (see section "3. Ordering Methods").

### **5.2. Order confirmation for Website orders**

#### **5.2.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: 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" below), and such other information or details as may be required by us.

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

#### **5.2.b) Confirmation of payment**

You may use your delivery address as your billing address or enter a different address. You will then be invited to select a payment method (please see article 6 "Prices – Accepted Methods of Payment") and to 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 Website, click the "Order and pay" button.

To confirm a pre-ordered Product or any other Product requiring a longer handling time, you must also allow HERMÈS SELLIER to retain your bank details until the product is dispatched and for a maximum duration of 2 months for the purpose of debiting once your order has been dispatched.

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 Website 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 Website. 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. The sales agreement will be formed once you have placed your order. We will ship your Product subject to the availability of the Product purchased (as provided in article 4) and to the actual payment of the Product price.

**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.**

### **5.2.c) Order summary**

You will subsequently receive an order summary by email ("**Your Hermes Order**"). The order summary will mention 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.

We advise you to keep the order summary in an electronic format.

You will then receive a shipping confirmation email with the electronic invoice attached.

We make every effort to ensure that our communications are delivered to you in a timely manner. However, it is possible that some emails are qualified as "spam". Therefore, we advise you to check your Spam folder if you have not received the shipping confirmation email.

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 conclusion of the contract 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 and upon proof of your identity.

### **5.3. Order procedure by phone**

You may place an order for a Product by calling our Customer Service (see section "3. Ordering Methods"). To place an order, you will need to provide the following information ("**Order Details**"):

- Product details: the name and/or reference number of your requested Product, the quantity required and, if applicable, the colour, size, material, finish and any other identifying information we require; and
- Personal details: your title, first name, last name, telephone number, email address, delivery address and if necessary, the billing address.

We will tell you if the requested Product is available and, if so, the purchase price of the Product, the estimated collection or delivery date and any delivery charges. Please ensure that the shipping information you provide is correct as this information will appear on the shipping label. Incorrect information may result in the delay or loss of your order. HERMÈS SELLIER is not responsible for replacement or refund if the information you provided is incorrect.

If you choose to proceed with the order, you will receive an email or a text message (depending on the method of communication you choose) containing a link to an external payment platform. Simply click on the link to be redirected to the payment platform, where you will find a summary of the Order Details and purchase Price ("**Order Data**"). Before making the payment, you must verify the accuracy of the Order Data. The payment link will be valid 30 minutes after we send it to you.

Concerning the payment method accepted, you can refer to article 6 "Prices – Accepted Methods of Payment", being specified that we are unable to accept PayPal, and Apple Pay payments for phone orders.

Once you have confirmed the Order Data, provided your full name, payment details, accepted these Terms and Conditions and the Hermès Privacy Policy, you can proceed with the payment for the order by clicking on the "Pay" button. Hermès will not have access to any bank details.

Once the payment is made, you will receive an order summary. We recommend that you keep this email. Hermès will then process your order.

The sales agreement will be formed once you have placed your order. We will ship your Product subject to the availability of the Product purchased (as provided in article 4) and to the effective payment of the Product price. You will receive a shipping confirmation email when your order is shipped.

The Order Data collected by HERMÈS SELLIER constitutes the 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 Website, the Order Data collected by HERMÈS SELLIER will be considered as irrefutable proof of the content of the transaction.

#### **5.4. Invoices**

Your invoice will be sent by HERMES SELLIER in a shipping confirmation email. We make every effort to ensure that our communications are delivered to you in a timely manner. However, it is possible that some emails are marked as spam. Therefore, we advise you to check your spam folder if you have not received your shipping confirmation email.

You can also download your electronic invoices in the "Your Orders" section of your personal account. A customer account is created automatically for every order. To have access to your electronic invoices, please log into your account. If you have never logged in, you can click on the account confirmation email which you have received automatically. This allows you to create a password.

Alternatively, you can create a new password directly on the Website by clicking on "forgotten password" and entering your email address.

If you wish to receive a printed version of your invoice, you may expressly request one from our Customer Service, within a maximum of one (1) month from the shipping of your order.

### **6. Prices – Accepted Methods of Payment**

#### **6.1. Prices**

The prices of the Products are in NOK, 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 buyer, after receipt of the Products, re-exports them to a country located outside the European Union).

HERMÈS SELLIER 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 NOK 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® and American Express®. Payments by debit card are authenticated and secured thanks to 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 Hermes.com:*

After validation of your banking 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;
- 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 confirmation email.

Authentication is specific to each bank. For any questions concerning your 3D Secure code, please contact your bank directly.

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

Your account will only be charged when the Products are dispatched.

#### **6.2.b) Payment by Paypal**

We accept payments through PayPal except for phone orders and pre-orders. When completing your order, you will be automatically redirected to the PayPal platform in which you will need to log in to your account. If you don't have a PayPal account, you will be able to create one. After the validation of your order with PayPal, you will be redirected to the confirmation page of Hermes.com. Additional delivery time may be required for orders completed using PayPal. We are unable to accept PayPal payment for telephone orders and/or exchanges.

#### **6.2.c) Payment by Apple Pay**

We accept payments through Apple Pay (except for phone orders and exchanges). 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. HERMÈS SELLIER 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 a Hermes customer account, your order will automatically be linked to your account.
- If you do not already have a 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.d) Store credit**

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

### **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 Products from the moment they are delivered to the address specified when placing your order (in case of delivery to a postal address) or from the moment of collection at the Store (in case of in-store collection).

### **8. Shipping Methods**

#### **8.1. Delivery**

Products purchased via the Website may only be delivered within Norway. 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.

As the Products are intended for end consumers located in the Delivery Area as defined above, deliveries to forwarding companies are excluded.

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

The store pick-up service is not available for the Le Flâneur bicycle, wallpapers or furniture.

#### **8.2. Shipping Costs**

Shipping conditions (options applicable subject to availability of the following shipping services at the time of purchase):

The shipping costs are as follows:

- UPS Express Saver (described in article 8.3.b) at a cost of NOK100.
- UPS Express (described in article 8.3.b) at a cost of NOK150.

Specific shipping services:

Postage and packaging for the purchase of a "Le Flâneur" bike amounts to NOK1380.

For furniture a delivery fee of 6% of the order's amount with a cap of NOK48000 will be charged upon shipment of your order.

### **8.3. Time Required for Delivery**

At the beginning of the ordering process, we will provide you with the timeframe required for delivery. The estimated delivery time will be confirmed in the order summary. The delivery times below run from the time of **approval of your order**, except for pre-ordered Products for which the delivery times run from when the Products become available.

#### **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 Norway**

UPS Express Saver delivery times:

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

UPS Express delivery times:

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

If this service is selected, your order is guaranteed to be delivered before midday.

Orders including a perfume require an (1) additional business day for delivery.

However, HERMÈS SELLIER reserves the right to divide your order into several shipments. 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.

To collect your order in a Hermès store in Norway, your Products will be available within:

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

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

To collect your order, please ask a salesperson 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
- a 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;
- a written authorisation from you giving him/her the right to collect your order, his/her proof of identity, and
- a copy of your proof of identity.

You have two (2) weeks to collect your order from the receipt of the email informing you of its availability in store. Failing this, Hermès reserves the right to cancel the order and proceed with the reimbursement of the order.

The in-store collection service is not available for "Le Flâneur" bike.

### **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 must 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 contacting the Customer Service (see section "3. Ordering Methods").

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 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 must handwrite any reservations, on the delivery note, and sign it.

You must then contact the Customer Service (see section “3. Ordering Methods”). 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 L221-18 and L221-20 of the French Consumer Code, 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 thirty (30) days withdrawal period indicated above, send your withdrawal notification by contacting the Customer Service (see section “3. Ordering Methods”).

### **10.3. Restrictions on the right of withdrawal**

Pursuant to Article L221-28 of the French Consumer Code, for health and safety reasons you may not exercise your right of withdrawal on orders of perfume, makeup and beauty Products that have been opened, unsealed or used (including when the outer transparent film has been removed), except when the products are returned because they are defective.

### **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**

**The Products must be returned from a country within the Delivery Area and in the manner set out below.**

**If you wish to return the product from a country outside the Delivery Area, you will be solely responsible for the cost of returning the product, including any additional costs (taxes and/or customs duties) and/or any formalities for clearing customs. HERMÈS SELLIER shall in no way be liable for any loss, damage and/or delays related to returns made from a country outside the Delivery Area. Any return of a Product by HERMÈS SELLIER after the legal guarantee of conformity has been implemented may only be made within the Delivery Area.**

In the context of the right of withdrawal, you must ensure that the Products are returned in their original condition and packaging (the orange box and the shipping carton), and accompanied by their invoice or a copy of the invoice in the case of a partial return.

Products bearing a tag (the “Hermès Sellier NFC” tag) must be returned with the tag intact and without any alteration or damage. If the tag is missing or has been tampered with, no return or refund will be issued.

Returning a product as part of an exchange is free of charge. For this to be possible, you have to return the Products to us using one of our selected carrying firms within thirty (30) days of your withdrawal notification, and by using our prepaid return label service. Log in to your customer account and click on “Return or exchange items” in the “Your orders” section.

To organize the return of your Product, please follow the instructions provided to you in the Procedure for Returns section (cf. “Return or exchange items” in the “Your orders” section) and/or by email which will allow you to:

- choose the Product(s) you wish to return as well as the reason for the return;
- choose the shipment method: package pick-up at home with an appointment service;
- Print the proforma in 3 copies, which is mandatory for customs inspections;

- Give both the parcel and proformas to the courier collecting your return.

Please refer to article "11.1.e) (i) Returns conditions applicable to perfume, makeup and beauty Products" to view the Products that are not eligible for a prepaid return label service.

If you are returning an order so as to receive a refund and you initially chose a paid delivery, your refund will not include these shipping costs.

If you are returning an order as part of an exchange, express delivery (paid option) for the order will be free.

If you are unable or do not wish to use the prepaid return label service, please contact our Customer Service department, who will record your return. You can then return your product to the address provided to you by our Customer Service within a maximum of thirty (30) days following the registration of the return.

**In this case, we strongly advise you to opt for the insurance proposed by your carrying firm. You shall be solely liable for the return of the Products and HERMÈS SELLIER shall under no circumstances be held liable for any loss, damage, delivery to the wrong address or late delivery of a Product that is not returned using the prepaid return label service offered by HERMÈS SELLIER.**

If you cannot or do not wish to use the prepaid return label service, we agree to reimburse you for the cost of a standard shipping service with tracking. To benefit from this reimbursement, please contact our Customer Relations Department to make us aware of this fact and to assist you with the process.

Under no circumstances will it be possible to grant you store credit to use on the Hermes.com website nor send you store credit to use in one of our boutiques.

Products bought in Hermes stores cannot be exchanged nor returned via the Website.

If you return the "Le Flâneur" bike, our Customer Service department will facilitate the collection of the bike with our carrying firm. For any questions, please contact our Customer Service department.

#### **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 reserved 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 by card using our secure payment service. Please note that we are unable to accept PayPal and Apple Pay payments for payment of any price difference following an exchange.

If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, HERMÈS SELLIER will refund you 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 reccredited) in accordance with these General Terms and Conditions of Sale.

In the event of an exchange, the standard 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) business hours of receipt.

#### **11.1.c) Refund**

When requesting a refund, such refund will be issued, in compliance with the legislation, within fourteen (14) days of either (i) receipt of proof of dispatch of the Product(s), or (ii) receipt of the Product(s), where the date of the earlier event shall prevail. The refund, including the standard shipping costs of the initial order, will then be issued via the same payment method used for the order.

Please note however that your bank may take longer to process the refund.

#### **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.

#### **11.1.e) Special Products ordered on the Site**

##### **11.1e) (i) 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.

#### **11.1.e) (ii) Returns conditions applicable to perfume, makeup and beauty Products**

Perfume, make-up and beauty Products must not have been opened and must be returned in their original packaging with their transparent film. When returning a defective Product or a Product that has been damaged during delivery, you must ensure that the bottle is still hermetically sealed; if this is not the case, please contact the Customer Service.

The return by post of perfume and/or nail polish products is not possible. This type of Products is regarded as dangerous goods and cannot be returned using our carrying firms' services. To return a perfume and/or nail polish, please contact our Customer Service and they will direct you to the boutique closest to your address.

#### **11.1.e) (iii) Returns conditions applicable to 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. Failure to do so may result in non-acceptance of return.

#### **11.1.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.

#### **11.1.g) Returns & exchanges for Apple Pay orders**

If you ask for an exchange for an order completed with Apple Pay, and if the amount of the new exchange order is higher than the initial order, only bank card payments will be accepted. The details of your bank card will be required to complete the purchase.

If you ask for a partial or total refund, your Apple Pay account will be credited the original purchase amount.

#### **11.2. Returns to Hermès stores**

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:

- returned Products must be in their original condition and with their original packaging;
- you must provide the original receipt along with your returns, or a copy of the receipt if you are returning part of your order. The list of Hermès stores offering exchange can be found at the following address: [stores.hermes.com](https://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.

**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".**

### **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. 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.

**- Legal guarantee 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 legal guarantee 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, please contact our Customer Service on 00 800 4112 2000 who will send all documents to proceed the return

**12.2. Commercial warranty**

Some Products sold on the website 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 Website in the [«Contact us»](#) tab and on the FAQ related to our Products, you can review these term, before purchasing any product concerned 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 and mandatory consumer protection law in Norway, 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.

If your complaint is about a product, our Website or anything else, please contact our Customer Service (see section “3. Ordering Methods”).

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

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 or the 2007 Lugano Convention:

- 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.

## 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:

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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: