General Terms and Conditions of Sale

Hermes.com – Portugal

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

Chapitre 1 These General Terms and Conditions of Sale are those of HERMÈS SELLIER, a French *société par actions simplifiée* with a stated capital of EUR 4 976 000, having its registered office at 24 rue du Faubourg Saint Honoré – 75008 Paris – France, registered with the Paris Trade and Companies Registry under number 696 520 410. Its Siret number is 696 520 410 00023 and its EU VAT number is FR 46 696 520 410. Its phone number is as follows: + 33 (0) 1 40 17 47 17.

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

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, 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".

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

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 00800 4300 5757 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 mainland France (including the island of Corsica), Monaco, Germany, Belgium, Luxembourg, the Netherlands (excluding the Netherland Antilles and Aruba), Spain (excluding the Canary Islands), Portugal (excluding Azores Islands and Madeira), Italy, Ireland, Austria, Finland, Denmark, Sweden and Poland (see section "8.1 Delivery and Collection Area" below).
You may also place your order by phone 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, or is no longer in the Hermès collection, a bespoke product or the adaptation or customization of a product from Hermès collections, and the manufacturing of the latter by HERMÈS SELLIER. These Terms and Conditions of Sale therefore do not apply to special orders. For any special orders, please contact our Customer Service.

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 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 Consumer Protection laws and regulations.

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: shipping country, title, surname, first name, phone number, delivery address (or the store in which you intend to collect your order, if this service is offered by stores in the selected shipping country - see the section "8.1 Delivery and Collection Area" below), 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 HERMES 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 applicable Consumer Protection laws and regulations, 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. 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 Euros, 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 Euros and must be paid for immediately at the time of ordering. If any of the ordered Products are unavailable (see Section 4 "Product Availability"), only the price and the shipping costs of the available Products will be charged.

6.2. Methods of Payment Accepted

6.2.a) Payment by credit card or debit card

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

8.1. Delivery and Collection Area

8.1.a) Delivery to a postal address

Products purchased on the Website and/or by phone may only be delivered to: mainland France, including Corsica (excluding Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, New Caledonia, and the French Southern and Antarctic Territories); the Principality of Monaco; Germany (excluding the island of Heligoland and the territory of Büsingen); Belgium; Luxembourg; the Netherlands (excluding the Netherlands Antilles and Aruba); Spain (excluding the Canary Islands, Ceuta, and Melilla); Portugal (excluding the Azores and Madeira); Italy (excluding Livigno, Campione d'Italia, and the national waters of Lake Lugano); Ireland; Austria (excluding the municipalities of Jungholz and Mittelberg); the Czech Republic; Finland (excluding the Aland Islands); Denmark (excluding Greenland and Faroe Islands); Sweden; and Poland (hereinafter the "Delivery Area").
Orders cannot be placed for delivery addresses situated outside this Delivery Area.
Notably for security reasons, HERMÈS SELLIER shall not process any order for which a general delivery address, a P.O. box, or a Cedex address has been provided.
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.

We reserve the right to request a signature and a valid form of ID on delivery (e.g. passport or driving licence).

8.1.b) Collection in a Hermès store

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

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

8.2. Shipping Costs

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

The shipping costs are as follows:

Shipping to France and the Principality of Monaco:
- Chronopost Express: free shipping costs

Delivery to Belgium, Luxembourg, the Netherlands, Spain, and Sweden:
- FedEx Standard (described in article 8.3.b): free shipping costs
- The FedEx Express service (described in article 8.3.b) at a cost of €10.00

Delivery to Germany, Portugal, Italy, Ireland, Austria, the Czech Republic, Finland, Denmark and Poland:
- UPS Standard: free shipping costs
- The UPS Express Saver service (described in article 8.3) at a cost of €10.00
- The UPS Express service (described in article 8.3) at a cost of €15.00

Specific shipping services:
Shipping costs for a "Le Flâneur" bike amount to €150. The shipping is carried out by a specific carrying firm by appointment only. The Customer Service department will contact you to arrange a delivery time.

For furniture/lighting a delivery fee amounting to 6% of the order’s amount with a cap of €5000 will be charged.

8.3. Delivery times, delivery details and in-store collection

When completing the order, we will provide you with the timeframe of the delivery which will be confirmed in the order summary. Said delivery time begins upon receipt of your order’s shipping confirmation email. The delivery time may be extended due to exceptional circumstances.
Any order placed on a non-business day will result in the postponement of the delivery time to the next business day.

HERMÈS SELLIER reserves the right to divide your order into several shipments. In this case, your credit or debit card shall be charged accordingly to correspond to the price of Products effectively shipped. The shipping costs shall only be charged for a single shipment in accordance with the information contained in your order summary.

Any orders containing a personalised Product are subject to specific delivery times, those of which will be provided to you when the order is placed.

Hermès will do everything possible to respect the aforementioned delivery times. We will inform you as soon as possible in the case of events beyond our control and which consequently result in late delivery. You can either request a new delivery date or cancel your order and receive a refund.

Any change to delivery details must be carried out using the application made available to you or through our carrying firm's website. Failing this, Hermès shall not be held liable for any non-conformity regarding delivery details provided hereafter.

Hermès shall not be liable for any non-conformity regarding delivery time (delay, failure to deliver, returns of Products to Hermès, etc.) resulting from incorrect or incomplete information provided by you concerning delivery and/or absence at the time of delivery.

8.3.a) Delivery to France and the Principality of Monaco

Chronopost Express delivery times:
- two (2) business days for all orders placed and validated before one (1) p.m. on a business day;
- three (3) business days for all orders placed and validated after one (1) p.m. on a business day.
Delivery to Corsica: three (3) business days for all orders placed on a business day.
Business days comprise every day from Monday to Friday, excluding public holidays.

8.3.b) Delivery to Belgium, Luxembourg, the Netherlands, Spain, and Sweden:

FedEx® 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.
FedEx Express carries out deliveries from Monday to Saturday, excluding public holidays.
Orders including a perfume require an (1) additional business day for delivery.

FedEx® Standard delivery times:
- five (5) to six (6) business days for all orders placed and validated before one (1) p.m. on a business day;
- six (6) to seven (7) business days for all orders placed and validated after one (1) p.m. on a business day.
FedEx® Standard carries out deliveries from Monday to Saturday, excluding public holidays.

8.3.c) Deliveries to Germany, Portugal, Italy, Ireland, Austria, the Czech Republic, Finland, Denmark and Poland:

UPS Standard delivery times:
- five (5) to six (6) business days for all orders placed and validated before one (1) p.m. on a business day;
- six (6) to seven (7) business days for all orders placed and validated after one (1) p.m. on a business day.

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.

8.4. In-store Collection

An email will be sent to you when your order is available in store.
For collection from a Hermès store, your Products will be available within:
- two (2) business days for all orders placed and validated before 1 p.m. on a business day;
- three (3) business days for all orders placed and validated before 1 p.m. on a business day.

Any order containing at least one perfume with a collection from a Hermès store located outside of France will be delivered within seventy-two (72) hours.

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 valid proof of identity.

If you have chosen to have your order collected by a third party, the latter must provide the salesperson 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 three (3) 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 the applicable Consumer Protection laws and regulations, 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 applicable Consumer Protection laws and regulations, 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.

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: drop off at the carrying firm's collection point (the Post Office for orders delivered to France and Principality of Monaco) or package pick-up at home with an appointment service;
- download and print off your prepaid return label. This step is only required if the return is not handled by UPS®.

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 departement 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 the price difference (as a reminder regarding gifts, only the customer having purchased the gift may ask for a refund and have his/her bank account recredited) in accordance with these Terms and Conditions of Sale.
If you initially chose a paid delivery with our partner UPS and are returning an order so as to carry out an exchange, your return shipment will be free of charge.
If you ask for an exchange of Products, the shipping costs for the first shipment will be refunded, but you will be charged for the costs of the second shipment on the basis of the shipping method selected.
Please note that the product(s) will be exchanged within seventy-two (72) working hours of receipt.

11.1.c) Refund

If a refund has been requested, the product(s) will be refunded within seventy-two (72) working hours of receipt. You will be sent a confirmation email. The refund, including the delivery costs of the initial order, shall be issued via the same payment method used for the order and in the same currency used by the client when paying for the order.
Please note that your bank may take up to ten (10) business days to issue a refund to your card, depending on processing times. This may vary among card issuers; we have no control over this process or the corresponding processing times.

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

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

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

11.1.e) Special Products ordered on the Site

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

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

11.1.e) (iii) Conditions 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. 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 that 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

11.2.a) For Products delivered to a postal address

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

- 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".

11.2.b) For Products collected in store

For Products collected in store, you may request:
- an exchange or a store credit which is valid for one (1) year;
- a refund (except if the order was received as a gift). The store will take charge of returning your items to Hermes.com, which will issue the refund within fourteen (14) days. The refund will be issued by the same method of payment used to place your order.

12. Legal Warranty of Conformity and Warranty against Hidden Defects

The Products sold on the Site are subject to the terms of legal warranties provided for in the applicable Consumer Protection laws and regulations to the exclusion of all and any other warranties:
- legal warranty of conformity: HERMÈS SELLIER shall deliver to the customer goods which conform to the contract and are exempt of any lack of conformity at the time of delivery, in the sense that the goods shall be fit for the purpose reasonably expected of such goods and shall have the features stated at the time of the order and of its approval. HERMÈS SELLIER is also held liable for any lack of conformity caused by the packaging or the usage or assembly instructions, or the installation if it assumed responsibility thereof under the terms of the contract or had it carried out under its responsibility. This warranty shall only take effect on condition that the customer requests it within two (2) years of delivery. Any lack of conformity which emerges within 6 months of the delivery date is presumed to have existed at the time of delivery, unless there is evidence to the contrary;
- legal warranty against hidden defects: HERMÈS SELLIER shall deliver to the customer goods which are exempt of any hidden defects which render them unfit for the use for which they were intended, or which so impair that use that the buyer would not have acquired them, or would only have given a lesser price for them, had he known of such defects. This warranty shall only take effect on condition that the customer requests it within two years of detecting the defect.

In all cases it is the responsibility of the customer to prove that he/she duly fulfils the conditions of the warranty.

In the event of lack of conformity or hidden defects you must return the Products to HERMÈS SELLIER by contacting our Customer Service (see section “3. Ordering Methods”).

13. Limitation of Liability

HERMÈS SELLIER shall not be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits, operating loss or loss of opportunity arising out of the purchase of Products on the Site.

14. Governing Law - Disputes

These Terms and Conditions of Sale shall be governed by and construed in accordance with French law. Nonetheless pursuant to and in accordance with Regulation EC 593/2008 of 17 June 2008. These Terms and Conditions of Sale are without prejudice to compliance by HERMÈS SELLIER with any mandatory provisions which are more favourable to the customer and cannot be contravened by agreement, due to the law in his/her place of 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 **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:
- 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:

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: