

General Terms and Conditions of Sale

Hermes.com Thailand website - September 2025

Please read carefully these “General Terms and Conditions of Sale” and the “General Conditions of Use” of the Hermes.com Thailand website. You can also print the full text by clicking on the following [link](#) .

1. Seller's Identification

These General Terms and Conditions of Sale are those of SAINT-HONORÉ (BANGKOK) COMPANY LIMITED, (“HERMÈS”, “we” or “us”), a private company limited, incorporated under the laws of Thailand, having its registered office at 57 Park Ventures Ecoplex, Unit 1801 and 1808-1812, 18th Floor, Wireless Road, Lumpini Sub-district Pathumwan District, Bangkok, Thailand, registered with the Department of Business Development, Ministry of Commerce, under the registration number 0105540009095. Its phone number is: +662 108 2300.

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

- (a) The purchase of any Product (as defined below) offered on www.hermes.com/th/ (hereafter the “Site”) and/or by telephone at +662 017 2000 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 Site and/or by telephone, for commercial purposes.
- (b) HERMÈS 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 “General Terms and Conditions of Sale”. The Terms and Conditions of Sale applicable at the time of your purchase are those which are binding on you.
- (c) For each purchase of Products on the Site and/or by telephone, you will be requested to confirm your acceptance of the current Terms and Conditions of Sale applicable at the time 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 (new window) and consent to the processing of my data, in accordance with Hermes' Privacy Policy.” You can view the applicable version of the Privacy Policy at any time by clicking on the hyperlink labelled “Privacy & Cookies” on the Site.
- (d) We do not sell our Products directly to, and do not collect personal data from, persons under the age of 20, without prejudice to any local law setting a different minimum age. We therefore ask you not to provide us with personal data of persons who do not meet this requirement.

3. Type of Products

- (a) The Site may be used to order a selection of Hermès brand products (hereafter the “**Product(s)**”) from HERMÈS, directly online via the Internet for delivery to Thailand (see section “8.1 Delivery and Collection Area” below). You may also contact our Customer Service by telephone at +662 017 2000 (please refer to the operating hours displayed in the “Contact Us” section) to place an order by telephone.
- (b) The Site does not permit to place special orders that consist of the creation of a product that does not exist in our current range of products or that is no longer in the Hermès collection, in a bespoke product or in the adaptation or customization of a product from Hermès collections, and the manufacturing of the latter by HERMÈS SELLIER SAS. These Terms and Conditions of Sale therefore do not apply to special orders. For any special orders, please contact our Customer Service by clicking on the “Contact Us” section or by phone at +662 017 2000 (please refer to the operating hours displayed in the “Contact Us” section).

4. Availability of Products

- (a) Our Product offer and prices are valid as long as they remain visible on the Site, subject to availability. Exceptionally, errors or changes may be made, especially in cases of simultaneous orders of the same Product by several customers. If a Product is unavailable after ordering, we will inform you of such unavailability by email or by phone as soon as possible. You will have the choice to order an alternative Product from the Site or to cancel your order.
- (b) HERMÈS shall not be liable if Products are out of stock or unavailable. Subject to applicable law, in the case of pre-orders, you acknowledge that your order may be cancelled in which case you will be refunded the full amount in accordance with Section 11.1(c).
- (c) HERMÈS reserves the right to change the Products offered on the Site and/or by telephone 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 of the Site, HERMÈS reserves the right to limit the number of Products which can be purchased per customer.

5. Ordering Procedure

5.1. User Account

- (a) You will be required to register a user account with us in order to place orders for any Products from the Site and by telephone. Sales by telephone require the existence of a HERMÈS account. If you are new to HERMÈS, you will be required to create a user account on the Site. This may require the submission of personal data.
- (b) When you register for a user account with us, you will be required to create a username and password. Your username and password may be accepted or rejected at our sole and absolute discretion. You agree to keep the details of your username and password confidential. You shall be solely responsible for the security of your user account, and shall be solely liable for any disclosure or use (whether authorised or not) of any details of your user account (including the username and/or password for such user account). You shall notify us immediately if you have reason to suspect that the confidentiality of the username and/or password has been compromised, or if such username and/or password have been used without prior authorisation. If we have reason to believe that there is likely to be a breach of security or misuse of the user account, we may require you to change your username or password, or we may suspend your user account without prior notice.
- (c) We may suspend or close your user account and/or invalidate your username and/or password at our discretion without giving any reason or prior notice. We shall not be held liable or responsible for any losses suffered by you arising out of or in connection with such suspension, closure, prohibition, restriction or invalidation to the extent permitted by applicable law.
- (d) You recognise any access to and/or use of your user account (including access and/or use for the purchase of, and the placing of orders for, any Products), and any information, data or communications referable or traceable to your username and password shall be deemed to be: (a) access to and/or use of your user account (including access and/or use for the purchase of, and the placing of orders for, any Products) by you; or (b) information, data or communications posted, transmitted and validly issued by you. You agree to be bound by such access to and/or use of your user account (including access and/or use for the purchase of, and the placing of orders for, any Products) even if you did not authorise such use, and you agree that we are entitled, but not obliged, to act upon and hold you responsible and liable for such action, as if it was carried out or transmitted by you. You also agree to indemnify us entirely against any and all losses attributable to any access to and/or use of your user account (including access and/or use for the purchase of, and the placing of orders for, any Products) referable or traceable to your username and password.

5.2. Selecting Products

- (a) For orders on the Site:
 - (i) 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.
 - (ii) You may view your selection by hovering over it or by clicking on "View your cart" in the menu on the top right hand side, where photograph(s) of the Product(s), colour and reference number(s), the quantity selected, unit price(s), and the subtotal for the selection will be displayed. The delivery area may be changed at a later stage if you wish, however the choice of shipping carrier cannot be modified.
- (b) For telephone orders:
 - (i) You call our Customer Service and indicate your selection of Product(s) and in particular the colours, references, quantities, sizes and materials chosen, and the delivery information necessary for the correct shipment of your order (title, first name, last name, telephone number, delivery address). We will inform you of the delivery time needed for the shipment of your order.
 - (ii) You will receive an e-mail and/or a text message (depending on the method of communication you choose) with a link to make the payment. By clicking the link, you will be redirected to the payment platform where you will have a summary of the order. You must confirm the accuracy of your selection in the summary before making the payment.

5.3. Login

- (a) Once you have selected the Product(s), click on "Checkout" to begin the process of placing your order.
- (b) If you already have a customer account, you will be required to log in and enter your password by clicking on "Returning customer".
- (c) If you do not yet have an account, you will be prompted to create one by clicking on "New customer". If using the mobile version of the Site, you will be asked to enter this information when logging in. You will also have the option to be added to our mailing list by clicking on "Yes, I'd like to receive the latest news and event invites from HERMÈS and HERMÈS Group".
- (d) 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.
- (e) The data recorded by the Site constitutes proof of all transactions made between HERMÈS and its customers. In the event of a dispute between HERMÈS and one of its customers about a transaction made on the Site, the data recorded by HERMÈS will be considered as irrefutable proof of the content of the transaction.
- (f) You may have your account deactivated and/or deleted at any time by sending an email to the Customer Service by clicking on the "Contact Us" section.
- (g) You will have the option, for a gift order, to include a gift card (i.e. greeting/message card) and a priceless invoice. In the event you select to have a priceless invoice, the priceless invoice shall be delivered with the gift order to the delivery address and the tax invoice will be sent separately to the billing address.
- (h) All orders shall be issued with a standard tax invoice. Should you require a full tax invoice (i.e. with tax ID (VAT registration ID or national ID) and head office or branch details), then you can select to have a full tax invoice during the Checkout process and you must complete the relevant information. You may request for a full tax invoice after you have completed your order by contacting Customer Service by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section), or by email, by clicking on the "Contact Us" section but only if your order has not yet been shipped. It will not be possible to request for a full tax invoice and/or edit your tax invoice once your order has been shipped.
- (i) Once you have completed this step, click "continue".

5.4. Order confirmation

5.4.a) Confirmation of shipping method

- (a) 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 and such other information or details as may be required by us.
- (b) **For telephone orders:** the Product(s) are shipped to the shipping address that you indicated when you placed your order. HERMÈS will inform you at the time of your order if the Products can be delivered at the delivery address that you requested. Please ensure 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 is not responsible for replacement or refund if the information you provided is incorrect.

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

- (a) You may use your delivery address as your billing address or enter a different address. You will then be prompted to select a payment method and to enter the relevant information.
- (b) At the end of the ordering procedure described above and once you have accepted, in their entirety, the Terms and Conditions of Sale and Use herein and Hermès Privacy Policy, click the "Order and pay" button.
- (c) You must carefully check that your selection is correct before confirming your order. While every effort is made to ensure that the colour and design of the Products in the photographs displayed on the Site match those of the Products, variations may occur, in particular due to colour display constraints on your computer equipment. Consequently, HERMÈS shall not be held liable for any error or insubstantial inaccuracy in the photographs or graphic representations of the Products included on the Site. In the event of queries regarding the Products, you may of course contact our Customer Service.
- (d) **For telephone orders:** once you have confirmed the order information, 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** (see section 5.4(c) 'Order Summary') e-mail with the reference of the transaction, the amount of the transaction, the essential characteristics of the order or of the Products ordered (size, colour, etc.), the quantity and the price of the Products purchased. These Terms and Conditions and our Privacy Policy will be sent to you with your Order Summary. We recommend that you keep this information.
- (e) For more information concerning payment methods (currency, methods of payment accepted, etc.), please refer to the section "6. Price – Accepted Payment Methods" below.
- (f) When finished, your order is transmitted to HERMÈS for validation and processing. We will be authorized to hold the order amount from your selected payment method pending acceptance of the order by HERMÈS. The funds will only be released to us once the order is accepted and dispatched (see Section 5.5 "Order Acceptance" below), except for pre-orders. In this case, your account will be debited at the time the order is placed.

HERMÈS 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 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.

5.4.c) Order summary

You will subsequently receive an order summary by email ("**Order Summary**"). 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. **This Order Summary is not a confirmation of acceptance of your order by HERMÈS.**

5.5 Order Acceptance

- (a) Your order is accepted by HERMÈS once you receive a shipping confirmation email. The sale agreement between you and HERMÈS for your order will be formed once we have received your order, taken full payment for your order and notified you in writing that your order has been shipped. If a part of your order is not available, we will contact you to decide if you want to proceed with the available part of your order or if you want to cancel it completely. The sale agreement between you and HERMÈS will comprise the order and these Terms and Conditions of Sale ("**Agreement**"), which apply to the exclusion of any other terms and conditions or any terms implied by trade, customer, practice or course of dealing. Once the Agreement is formed, it may only be cancelled in limited circumstances (see Section 9 "Delivery Problems").
- (b) In the event that you do not receive a confirmation of order shipment email in respect of any Product due to but not limited to a **shortage of stocks, and/or suspicious activity involving your account**, no Agreement shall be formed, in which case any amounts held by us shall be returned to you in respect of such Product and we shall not have any further liability to you in respect of such Product (including the order submitted with respect to such Product). Each confirmation of order shipment shall, together with these Terms and Conditions of Sale, constitute a separate Agreement between us and you in respect of the purchase of the Products set out in the confirmation of order shipment. The confirmation of order shipment shall be conclusive evidence of your purchase, and our acceptance of your order, in respect of the Products set out in the confirmation of order shipment.
- (c) For every order, HERMÈS shall retain the tax invoice for a period starting from the date of the tax invoice for a period of ten years from this date, subject to applicable laws and Hermès' Privacy Policy. You may access the duplicate tax invoice at any time upon request to the Customer Service by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section), or by email, by clicking on the "Contact Us" section, and upon acceptable proof of your identity. The tax invoice cannot be edited after your order has been shipped.

6. Price – Accepted Payment Methods

6.1. Price

- (a) The prices of the Products are in Thai Baht (THB), it includes all taxes (including duties) that will be applicable at the time of importation of the Product.
- (b) HERMÈS reserves the rights to amend the prices of the Products on the Site and/or by telephone at any time and without any prior notice. Products are invoiced on the basis of a price list posted on the Site and/or communicated to you by telephone at the time of your order, subject to the availability of the Products ordered at this time.
- (c) All orders are payable in THB 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®, American Express® and JCB. 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", "American Express SafeKey®" or "JCB Jsecure". 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. Additionally, the billing name must match the name of the cardholder of the card used for payment and HERMÈS reserves the right to refuse an order which does not comply with this condition.

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, except for pre-orders. In this case, your account will be debited at the time the order is placed.

6.2.b) Store credit

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

7. Title Retention

The Products ordered remain the property of HERMÈS until full payment for the Products has been received by HERMÈS. You will assume the risks (in particular regarding loss, theft or damage) relating to the Products as follows:

- (a) For Products delivered to a postal address specified when placing your order: from the moment they are delivered to the address specified when placing your order;
- (b) For Products delivered for in-store collection: from the moment you collect the Product(s) from the Hermès store.

8. Shipping Methods

8.1. Delivery and Collection Area

- (a) Delivery to a postal address
 - (i) Products purchased on the Site and/or by telephone can be shipped only to Thailand (hereinafter the "**Delivery Area**").
 - (ii) Orders cannot be placed for delivery addresses situated outside this Delivery Area.
 - (iii) Notably for security reasons, HERMÈS shall not process any order for which an inaccurate or incomplete delivery address, a P.O. box, or a DX address has been provided. It is recommended to provide a residential address for delivery.
 - (iv) The Products will be shipped to the delivery address specified when placing your order.
 - (v) We reserve the right to request a signature and sighting of a valid form of identification on delivery. You acknowledge that the provision of any personal data will be used solely for the purpose of identity verification, subject to applicable laws. All proof of identity will be sighted for verification and may be stored, processed and/or recorded, subject to applicable laws.
 - (vi) All orders delivered to a postal address will be subject to a one-time-password ("OTP") service. Once the order is shipped and the order status is changed to "Out for Delivery", the OTP will be sent to the mobile number you provided during the ordering process (in the Shipping Address section). If you fail to provide the correct OTP to the delivery courier, you will not be able to receive the order. If the order cannot be delivered due to failure of providing the correct OTP, then the order will be returned to Hermès and another delivery attempt will be made the next day. Only a maximum number of three (3) attempts of redelivery can be made. You must provide the correct OTP for the redelivery attempt in order to receive the order. The OTP will be valid for a maximum period of thirty (30) days from issuance. If you did not receive an OTP once the order is shipped and/or you have lost your OTP message, please contact the Customer Service by email by clicking on the "Contact Us" section or by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section). You should not share the OTP with any other party unless you authorize such third party to receive the order on your behalf. Hermès shall not be liable for any claims of misdelivery or otherwise in the event the correct OTP was provided upon delivery.
- (b) Collection in a Hermès store
 - (i) You may choose to collect the Product(s) you have ordered on the Site and/or by telephone from selected stores. This service, complimentary to customers of the Site and for telephone orders, is currently available at the Central Embassy store, Siam Paragon store, Icon Siam store and Central Phuket Floresta store.
 - (ii) You can also designate a third party to come and collect your order in the abovementioned store (see "8.3 Time Required for Delivery and Collection").

8.2. Shipping Costs

Shipping is free on all orders, subject to any return shipping costs as set out in Article 11.1.a) (Procedure for Returns (exchanges and refunds)).

8.3. Time Required for Delivery and Collection

The delivery time is counted from the time of **shipment of your order** (i.e. date of invoice). The estimated delivery time shall be available in the checkout confirmation page.

- (a) Delivery to a postal address
 - (i) At the beginning of the ordering process, we will provide you with the timeframe required for delivery and the shipment methods available for the purchased Products.
 - (ii) However, HERMÈS reserves the right to divide your order into several parcels. Your credit or debit card shall then be charged the total 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.
- (b) In-Store Collection
 - (i) An email or SMS will be sent to you when your order is available for collection in-store. For collection from a selected Hermès store in Thailand, your Product(s) will be available within:
 - (1) 2-5 business days.
 - (ii) To collect your order, please ask a sales person when you arrive at the store and provide him/her with:
 - (1) the email or SMS informing you of the availability of your order (printed out or on the screen of your phone); and
 - (2) proof of identity.
 - (iii) If you have chosen to have your order collected by a third party, you warrant that the third party is duly authorized to collect your order on your behalf and acknowledge that you are solely liable (and release all liability of HERMÈS) for any collection on your behalf by such third party. The third party must provide the salesperson with:
 - (1) the email or SMS informing you of the availability of your order;
 - (2) a written authorization from you giving the third party the right to collect your order;
 - (3) his/her proof of identity; and
 - (4) a copy of your proof of identity.
 - (iv) We reserve the right to request a signature and sighting of a valid form of identification on delivery. You acknowledge that the provision of any personal data will be used solely for the purpose of identity verification, subject to applicable laws. All proof of identity will be sighted for verification and may be stored, processed and/or recorded, subject to applicable laws.
 - (v) You have fourteen (14) days to collect your order from the date you receive an email or SMS informing you of its availability in-store. If the order is not collected within fourteen (14) days, it will be cancelled by HERMÈS. If we do this, we will notify you. Any refund due to you will be made to the credit or debit card used to make the original purchase within fourteen (14) days after we cancel the order.
 - (vi) The in-store collection service is not available for certain Products including furniture, electronic lamp, bicycles and wallpaper.
 - (vii) The same policy for return and exchange will apply to Product(s) collected in-store as Product(s) directly shipped to a customer's postal address except for provisions dealing with delivery cost (if any). No delivery cost will be charged to the customer for Product(s) collected in-store.
 - (viii) For any questions, please contact our Customer Service.

9. Delivery Problems

Subject to applicable laws and to the maximum extent permitted by applicable law,

- (a) Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated in the Order Summary 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 the order shipment (ie. date of invoice) of your order will be taken into account.
- (b) In the event of failure to adhere to the delivery time, you can cancel the order by email to service.th@hermes.com.
- (c) HERMÈS 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.

- (d) You should check for any lack of conformity in the Products at the time of delivery and, if any anomalies are found (e.g., open package, damaged goods, etc.), we recommend that you handwrite any reservations, if possible on the delivery note, and sign it.
- (e) You should then contact the Customer Service by email by clicking on the "Contact Us" section or by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section). If the Products do not comply with your order or you are not satisfied with them, you may return them or ask for an exchange or a refund pursuant to the terms and conditions set forth in section "10. Right of Returns, Exchanges and Refunds – General conditions".

10. Right of Returns (Exchanges and Refunds) – General conditions

10.1. Right of returns (exchanges and refunds)

Subject to applicable laws and to the maximum extent permitted by applicable law,

- (a) The general refund policy of HERMÈS allows you to return a Product and to request for an exchange or refund **only once** within **thirty (30) days** following the date of confirmation of the order shipment (ie. date of invoice) of such Product. Any Product must be returned in perfect saleable condition, with all original packaging intact (including the orange box, packaging materials such as dust bags, accessories, trade mark signs, certifications and plastic packaging (where applicable)) and all labels and tags (including the "Hermès Sellier" NFC tag or sticker) which are attached/stuck either to the Product or to the receipt and without alterations or damage. Subject to applicable law, you will no longer be able to return a Product and to request for an exchange or refund after the expiry of such thirty-day period.
- (b) The general return policy will not apply to Products sold during discounted sales, to personalised items, special orders, made-to-measure products and orders for Hermès furniture, wallpaper, furnishing fabrics and rugs as they cannot be returned or exchanged.
- (c) For hygiene and safety reasons, returns of fragrance (including perfume) must be unopened i.e. the outer sealing must be in original condition and make-up (including lipstick) or beauty products must be unused.
- (d) Without prejudice to the foregoing, a Product purchased on the Site and/or by telephone may not be exchanged in stores or abroad for a Product falling under the "handbags, luggage and small leather goods" category unless the original Product falls within the same category and subject to these Terms and Conditions. For example, a ready-to-wear item cannot be exchanged for a handbag.
- (e) **Condition 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. No partial return will be accepted.
- (f) **Condition for returning Apple Watch Hermès:** Apple Watch Hermès must be returned in their original packaging (with the protective sleeve not removed) and must not have been paired or synchronised with an electronic device. Apple Watch Hermès cannot be partially returned or exchanged and must be returned as a whole. The serial number of the returned Apple Watch Hermès must be the one on the original invoice.
- (g) **Condition for returning Apple AirTag Hermès:** Apple AirTag Hermès must be returned in its original packaging and the battery activation protection must not have been removed. An in-store return of an Apple AirTag Hermès must be made in the same country as the delivery address and in an authorized reseller of the Apple AirTag Hermès.
- (h) **Condition for shoe returns:** 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. Procedure for Returns (Exchanges and Refunds)

11.1. Returns to the *Hermes.com Site*

Subject to applicable laws and to the maximum extent permitted by applicable law,

11.1.a) Procedure for return (exchanges and refunds)

- (i) Notwithstanding these Terms and Conditions of Sale, you are responsible for any reduced value of the Product resulting from handling by you beyond what is necessary to establish the nature, characteristics and functioning of the item i.e. handling it only as you would in a retail store. We shall be entitled to make a claim from you for the loss in value to the Product if that loss is the result of unnecessary handling by you, as we may determine in our sole discretion.
- (ii) Returning a product for exchange or refund is free of charge for the first return, provided it is returned from the country in which you received the delivery and returned with the original invoice. Additionally, in order to enjoy free returns, you must request the return within a maximum of thirty (30) days of date of confirmation of the order shipment (ie. date of

invoice) and return the Products to us via our carrier within a maximum of thirty (30) days of the return request being made through the Site, by using our system of pre-paid return labels. Log in to your customer account and click on "return or exchange items" in the "Your orders" section. You will be charged the shipping cost for each return after the first complimentary return. The shipping cost for the additional return will be payable by you for each additional return and the shipping cost will be communicated to you when you request the return. For example, if your order consists of two Products and you wish to return both Products at the same time, the return of the Products will be free. However, if you wish to return one Product first and the second Product from your original order at a later time (must be within thirty (30) days of confirmation of the order shipment i.e. date of invoice), the return of the first Product will be free but you will be charged the shipping cost to return the second Product at the later date. Please contact our Customer Service by email by clicking on the "Contact Us" section or by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section) to arrange the additional return(s).

- (iii) Follow the instructions which will allow you:
 - to choose the Products to return as well as the reason for the return;
 - to arrange collection of the package at your home with an appointment service OR for you to drop the return package off at selected DHL Thailand service points (please refer to the DHL Thailand website to find your nearest DHL service point);
 - to download and print your pre-paid return label.
- (iv) If you are unable or do not wish to use the pre-paid return label service, please contact our Customer Service by email by clicking on the "Contact Us" section or by phone at +662 017 2000 (please refer to the operating hours displayed in the "Contact Us" section) who will record your return request and for further assistance. The return request must be within a maximum of thirty (30) days of date of confirmation of the order shipment (ie. date of invoice). You can then return your parcel to the following address within a maximum of thirty (30) days from the date of the return request being made through the Site by post or via the carrier of your choice **at your own costs and risks**:

SAINT-HONORE E-STORE (BANGKOK)
159/2 MOO 7, BANGPLA, BANG PHLI
SAMUT PRAKARN, THAILAND 10540

In this case, we advise you to take out the insurance offered by your carrier. We will not be liable if any Product you wish to return to the Site is lost, sent to the wrong address or delivered late, and you shall be solely responsible for any loss you may suffer as a result of or in connection with the shipment method you have chosen and initiated. We will not reimburse you for any delivery costs should you wish to return the Product(s) by your own means.

- (v) Following receipt of your Product(s), we shall assess the Product(s) for the purposes of determining whether to accept the return of such Product(s). We reserve the right not to accept the return of any Product(s) **at our discretion and without having to provide or allocate any reason to such rejection, including but not limited to where** the Products have not been returned in their original packaging (including the orange box, packaging materials such as dust bags, accessories, trade mark signs, certifications and plastic packaging (where applicable)) and all labels and tags (including the "Hermès Sellier" NFC tag or sticker) which are attached either to the product or to the receipt, where the Products are altered/damaged and/or the Products are not returned with the original purchase invoice, or any other legitimate ground.
- (vi) Following the assessment under (v), we will notify you as to whether we have accepted the request for return of the Product(s) (each notice of acceptance per Product, an "**Acceptance Notice**").
 - (A) In the event that we have accepted the return of the Product(s), the terms set out in Section 11.1(b) (Exchange) and/or 11.1(c) (Refund) (as the case may be) shall apply.
 - (B) In the event we have not accepted the return of the Product(s), we will arrange for the Product(s) to be shipped back to you at our cost and expense.

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

- (vii) **We do not currently offer the option of exchange or refund via the Site and/or by telephone for Products purchased in Hermès stores.**

11.1.b) Exchange

- (i) When requesting an exchange, please indicate in the allocated field the replacement Product(s) you wish to receive in exchange for your order.
- (ii) Should you wish that the chosen Product(s) be reserved for you, please contact our Customer Service.
- (iii) If the amount of the Product(s) selected in replacement is greater than the amount of the Product(s) returned, you will have to pay the price difference in accordance with these Terms and Conditions of Sale. If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, we will refund the price

difference, excluding any shipping charges (provided that where any Product is purchased as a gift, 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.

- (iv) Please note that the Product(s) will be processed for exchange within four (4) business days of the Acceptance Notice.
- (v) These Terms and Conditions of Sale, and any other terms and conditions which may apply to the purchase of the original Product, shall apply to any exchanged Product as if such Product had been purchased by the customer in the first instance.
- (vi) **Products can only be exchanged once. Any requests for a further exchange will not be accepted by HERMÈS.**

11.1.c) Refund

Subject to applicable laws and to the maximum extent permitted by applicable law,

- (i) If a refund has been requested or in case of cancelled pre-orders, we will process your refund within four (4) business days of the Acceptance Notice, subject to section (ii) below. The refund, excluding 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.
- (ii) Please note that although the refund shall be processed by us within four (4) business days, the time for your bank to issue a refund to your card will vary, depending on your bank's processing times. This may vary among card issuers; we have no control over this process or the corresponding processing times. In any event, you will not incur any fees as a result of the reimbursement. We will notify you in writing once the refund has been processed by us.

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

- (i) Third-party recipients of gifts ordered on the Site and/or by telephone may only exchange the Products via the procedure for return to the Site or by contacting our Customer Service. Consequently, only the customer having purchased the gift may ask for a refund in the context of the right of return, and only the customer who purchased the Product shall be entitled to receive any refund, which shall be credited to the bank account of such customer.
- (ii) 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 who will log the exchange and issue the pre-paid return label by email.

11.2. Returns to Hermès stores

Subject to applicable laws and to the maximum extent permitted by applicable law,

- (i) Any Product purchased, or received as a gift, from the Site and/or by telephone may be exchanged in specific Hermès stores (to locate a Hermès store please click on the hyperlink "Find a store" on the Site) within thirty (30) calendar days following the date of the confirmation of order shipment (ie. date of invoice), subject to the following terms and conditions:
 - (A) the return of any Product is subject to our assessment of the Product at the relevant Hermès store. We reserve the right not to accept the return of any Product(s) **at our discretion and without having to provide or allocate any reason to such rejection, including but not limited to** where the Product(s) have not been returned in their original packaging (including the orange box, packaging materials such as dust bags, accessories, trade mark signs, certifications and plastic packaging (where applicable)) and all labels and tags (including the "Hermès Sellier" NFC tag or sticker) which are attached either to the product or to the receipt, where the Products are altered/damaged and/or the Products are not returned with the original purchase invoice, or any other legitimate ground;
 - (B) the exchange of the Product is subject to stock availability and HERMÈS does not guarantee that any Product shall be available for the exchange; and
 - (C) the exchange of a Product cannot be exchanged for a Product falling under the "handbag, luggage and smaller leather goods" category unless the original Product falls within the same category. For example, a ready-to-wear item cannot be exchanged for a handbag.
- (ii) Subject to the above, any HERMÈS product purchased (or received as a gift) from Hermes.com Thailand and/or by telephone with our Customer Service may also be exchanged for a different product at any Hermès store (excluding Argentina, Brazil, China, India, Lebanon, Russia, South Korea, Taiwan, Vietnam and airport stores) provided that the relevant local legislation allows such exchange. The list of HERMÈS stores offering exchanges can be found at the following address: stores.hermes.com.

- (iii) **HERMÈS stores do not offer refunds or credit note on any Products purchased on the Site and/or by telephone. Under no circumstances will it be possible to credit your credit or debit card for any return made to a HERMÈS store of any Products purchased on the Site and/or by telephone. Refunds shall only be processed in accordance with Section 11.1 above.**

12. Legal and commercial guarantees

12.1. Legal guarantees

Legal guarantee of conformity:

- (a) Subject to these Terms and Conditions of Sale and applicable law, HERMÈS will deliver a Product to you that is consistent with the Agreement and free from any defects upon delivery of said Product, in that the Product will be as described, fit for purpose, of satisfactory quality and be installed correctly (if installation has been agreed as part of the contract). If the Product does not comply with these requirements you may, during the period of **six (6) months following the date of purchase of such Product**, request for the Product to be repaired or replaced, at our cost. If the repair or replacement of the defective Product is impossible or disproportionate in cost to us, you shall not be entitled to seek reparation or replacement of the Product, and you may instead request for a reduction in price or a refund. You shall not be entitled to any additional remedies in the event that any defect is discovered after the 6-month period referred to above has expired.
- (b) In the event of defects, Products should be returned to the following address:

SAINT-HONORE E-STORE (BANGKOK)
159/2 MOO 7, BANGPLA, BANG PHLI
SAMUT PRAKARN, THAILAND 10540

12.2. Commercial warranty

- (a) Some Products sold on the Site also come with a commercial warranty in addition to the legal guarantees stipulated in the preceding Article.
- (b) Save as set out in Sections 12.1 and 12.2, and/or as may be required by applicable law, we shall not be liable to you for any defect in respect of any Product purchased by and delivered to you. You acknowledge and agree that the warranties set out in Sections 12.1 and 12.2 are the sole and exclusive warranties provided by us in respect of such Product, and all implied or statutory warranties and all other warranties implied by law as to merchantability, quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations, are hereby expressly excluded, to the extent permitted by applicable law.

13. After-sales service and availability of replacement parts

- (a) An after-sales service is provided for any product that is technically repairable. The provision of any such after-sales service shall be subject to separate terms and conditions, which shall be set out in the agreement to be entered into between you and the appropriate Hermès at the time of request for such after-sales service. Please contact our Customer Services for more information.
- (b) HERMÈS cannot guarantee a period of availability for spare or replacement parts required for the use of Products. Nevertheless, HERMÈS will do its utmost to satisfy you in the event that one or more parts is requested.

14. Limitation of Liability

We shall not be liable to you for:

- (a) any indirect, consequential, special and punitive damages, or for any damages resulting from loss or interruption of business, lost data or lost profits, arising out of or relating to these Terms and Conditions of Sale or any contract of sale formed between us and you pursuant to Section 5.5(a), whether liability is based on contract, breach of warranty (express, limited or otherwise, or whether asserted in contract, tort (including negligence and strict product liability) or otherwise, and irrespective of whether we have advised or been advised of the possibility of any such damages; or
- (b) any losses suffered or incurred, whether directly or indirectly, arising out of or in connection with your use of any Product (including any damage arising from fair wear and tear, willful damage, misuse, negligence, accident, abnormal storage and/or working conditions, alteration, or modification of any Product, or any failure to comply with our (or any third party's) instructions on the use of such Product (whether written or otherwise)),

save where such liability arises out of our failure to comply with our obligations under these Terms and Conditions of Sale or prescribed under applicable law.

Nothing in these Terms and Conditions of Sale or any contract of sale formed between us and you pursuant to Section 5.5(a) shall operate to limit or exclude our liability arising from any death or personal injury caused by our willful misconduct or negligence.

15. Assignment and Subcontracting

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

16. Cumulative Rights and Remedies

Unless otherwise provided under these Terms and Conditions of Sale, the provisions of these Terms and Conditions of Sale, and our rights and remedies under these Terms and Conditions of Sale, are cumulative and are without prejudice and in addition to any rights or remedies we may have at law or in equity (if applicable), and no exercise by us of any one right or remedy under these Terms and Conditions of Sale, or at law or in equity (if applicable), shall (save to the extent, if any, expressly provided for in these Terms and Conditions of Sale or at law or in equity (if applicable)) operate so as to hinder or prevent our exercise of any other such right or remedy at law or in equity (if applicable).

17. Waiver

No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these Terms and Conditions of Sale will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.

18. Force Majeure

We shall not be liable to you or be deemed to be in breach of these Terms and Conditions of Sale by reason of any delay or failure in the performance of any of our obligations under these Terms and Conditions of Sale if such delay or failure was due to a Force Majeure Event. We shall notify you of any delay or failure arising due to a Force Majeure Event.

For the purposes of this Section 18, "Force Majeure Event" means any event or circumstance, the occurrence and the effect of which we could not reasonably prevent or avoid, including but not limited to:

- (a) acts of God;
- (b) war, outbreak of hostilities, riot, civil disturbance, disorder or acts of terrorism;
- (c) the act or instruction of any government or authority (including refusal or revocation of any licence or consent);
- (d) trade embargoes;
- (e) fire, explosion, flood, pandemics or epidemics;
- (f) general power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles;
- (g) shortage of raw materials and utilities of any kind;
- (h) defaults of suppliers or sub-contractors for any reason whatsoever, where such delay is beyond the reasonable control of the sub-contractor or supplier concerned; and
- (i) accident, theft, malicious damage, strike, lock-out or industrial action of any kind.

19. Illegality and Severability

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

20. Partnership

Neither we nor you shall, by virtue of these Terms and Conditions of Sale, be deemed to be a partner or agent of any other party, nor shall anything contained herein be construed as creating a partnership, joint association or trust, it being agreed that each party will be responsible only for its obligations under these Terms and Conditions of Sale, and neither party shall be authorised to represent or bind the other party to any other person.

21. Entire Agreement

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

22. Governing Law - Disputes

- (a) These Terms and Conditions of Sale are governed and construed in accordance with the laws of Thailand. In the event of any dispute arising out of or in connection with or in relation to the application or interpretation of these Terms and Conditions of Sale, either party may by written notice to the other party, undertake to resolve any dispute amicably and in good faith by way of discussion which shall take place within ten (10) days after the receipt of the written notice, except where the parties agree to a different period.

- (b) In the event that the parties fail to resolve the dispute amicably within thirty (30) days after the commencement of the discussion, either party may refer such dispute to the competent courts of Thailand for resolution, and the parties agree to submit to the exclusive jurisdiction of the courts of Thailand in respect of such dispute.