

## General Terms and Conditions of Sale

### Hermes.com KSA website - July 2025

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

#### 1. Seller’s Identification

These General Terms and Conditions of Sale are those of HERMÈS E-MESA PTE LTD, (“HERMÈS”, “we” or “us”), a private company limited by shares, incorporated under the laws of Singapore, with a share capital of SGD 1 500 000, having its registered office at One Marina Boulevard #28-00, Singapore 018989, registered with the Accounting and Corporate Regulatory Authority (ACRA) of Singapore under registration number 201910505C. Its phone number is: +65 6933 3222.

#### 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 the www.Hermes.com KSA website (hereafter the “Site”) and/or by telephone 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 in 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 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 (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”.
- (d) We do not sell our Products directly to, and do not collect personal data from, persons under the age of 16, 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 the Kingdom of Saudi Arabia (see section “8.1 Delivery and Collection Area” below). You may also contact our Customer Service by telephone at 8008500824 (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 8008500824 (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.
- (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.
- (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 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 and a priceless invoice.
- (h) 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 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 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. Hermès will then process your order.
- (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).

**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 we notify you in writing that your order has been shipped and you receive a confirmation of order shipment email with the electronic original purchase invoice attached ("**Confirmation of**

**Shipment**”). 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 Shipment 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 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 Shipment. The Confirmation of 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 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 up to ten years from this date, subject to applicable laws and Hermès’ Privacy Policy. You may access the tax invoice at any time upon request to the Customer Service by phone at 8008500824 (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.

#### **5.5 Provisions specific to personalisation**

- (a) Personalisation refers to the possibility for the Customer to customise or personalise certain Products identified as personalisable on the Site (hereinafter the “**Personalisation**” or the “**Personalised Product**”).
- (b) Personalisation can only be requested when you place your order online and cannot be modified or cancelled once your order has been validated. It is therefore your responsibility to verify the desired Personalisation of the Product before validating your order. Hermès cannot be held responsible for any errors made by you, particularly with regard to the text you wish to add.
- (c) The content of the Personalisation is entirely your responsibility and you guarantee that the Personalisation of the Products, in accordance with your request, does not infringe the rights of third parties, in particular their intellectual property rights, is not inappropriate, offensive, contrary to good morals or incompatible with the image of Hermès and does not breach any applicable law or regulation. If this is not the case, Hermès reserves the right not to fulfil your request for Personalisation, without this affecting your order and will notify you before shipping your order. You will not be entitled to make any claims against Hermès pursuant to this article.
- (d) As the Personalisation offered by us is secondary to the Product, you may not claim any copyright on the Personalisation requested, nor any exclusivity on this combination.
- (e) Hermès reserves the right to temporarily suspend online Personalisation services during peak periods or in the event of technical problems, without affecting orders in progress.

### **6. Price – Accepted Payment Methods**

#### **6.1. Price**

- (a) The prices of the Products are in SAR, it includes all taxes (including duties) that will be applicable at the time of importation of the Product. You acknowledge that by purchasing the Product(s) from the Site and/or by telephone you will be the importer of such Product(s) for the purpose of payment of applicable customs and duties. Applicable customs and duties shall be cleared on your behalf by our shipping carrier.
- (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 must be paid for immediately at the time of ordering. If any of the ordered Products are unavailable (see Section 4 “Availability of Products”), only the price and the shipping costs of the available Products will be charged.
- (d) Subject to applicable laws, Hermès shall not be liable for any additional charges and/or fees imposed by your bank in the order and return process.

## **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® and American Express®. Payments by debit card are authenticated and secured thanks to the 3D Secure system. This system is also known under the names of "Verified by Visa®", "MasterCard® SecureCode" or "American Express SafeKey®". During payment, the bank asks the Internet user for his/her personal information in order to check the identity of the card holder and to validate the transaction.

*How to pay with 3D Secure on Hermes.com:*

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

- the answer to a personal question;
- a password you have previously chosen;
- a code sent by SMS;
- your date of birth...

Once the 3D Secure code is entered and validated by your bank, your order is complete. You will then receive a confirmation email. Authentication is specific to each bank. For any questions concerning your 3D Secure code, please contact your bank directly. Your order will only be dispatched after your payment method has been verified and upon receipt of your card's debit authorisation. Your account will only be charged when the Products are dispatched.

We do not accept payment using PayPal, Mada Payment and HyperPay.

### **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.

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

We also accept payment through Apple Pay (except for phone orders and corporate orders). This method of payment is compatible with Apple devices on which you have entered your information in the Apple Pay application. When you select "add to cart", the Apple Pay option will appear on the page of the product added. You must select the Apple Pay button then (i) accept the Hermès' 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 Hermès' Privacy Policy. For more information, please refer to our Privacy Policy.

Before confirming the payment, please verify that the information linked to your Apple account is correct, in particular the delivery address provided Hermès will not be responsible for replacement or refund of the Product(s) if the information provided on your Apple account is incorrect. You must then confirm the order using the relevant ID verification method for your Apple account 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 Hermès.com.

- If you have a Hermès customer account, your order will automatically be linked to your account.
- If you do not already have a Hermès 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.

## **6.3 Invoices**

- (a) **Your invoice will be sent by Hermès in a Confirmation of Shipment 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 qualified as spam. Therefore, we ask you to check your spam folder if you have not received your Confirmation of Shipment email.
- (b) **You can also download your duplicate 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 duplicate invoices, please log in on your account. If you have never logged in, you can click on the account confirmation email to proceed with the creation of a password or you can create a password directly on the Site by clicking on "Forgotten Password". Alternatively, you can create a new password directly on the Site by clicking on "Forgotten Password" and entering your email address.
- (c) **You will not receive a printed invoice with your delivery. 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.**

## **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 delivered Products only from the moment they are delivered to the address specified when placing your order.

## **8. Shipping Methods**

### **8.1. Delivery and Collection Area**

Products purchased on the Site and/or by telephone can be shipped only to the Kingdom of Saudi Arabia (hereinafter the "**Delivery Area**").

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

Notably for security reasons, HERMÈS shall not process any order for which 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.

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

### **8.2. Shipping Costs**

The shipping cost for all orders is 100 SAR per order, regardless of the value of the Product(s) and is in addition to the price of the purchased Products.

### **8.3. Delivery time**

The delivery time is counted from the time of **shipment of your order**. The estimated delivery time shall be available in the checkout confirmation page.

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.

## **9. Delivery Problems**

- (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 Shipment (ie. date of invoice) of your order will be taken into account. You are eligible for a full refund in the event that you do not receive your order within more than 15 calendar days from the date of Confirmation of Shipment (ie. date of invoice).
- (b) In the event of failure to adhere to the delivery time, you can cancel the order by email to [service.ri@hermes.com](mailto:service.ri@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 8008500824 (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**

- (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 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 Product, 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, we cannot accept returns of fragrance (including perfume), make-up (including lipstick) or beauty products, except where such Products are being returned because they are defective. In case of return of make-up or beauty products which are defective or were damaged during their transport, you must ensure that the Product is still sealed (where possible). In case of return of fragrance (including perfume) Products, we may request for you to send proof of the defects e.g. photos of the defects.

- (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.

## **11. Procedure for Returns, Exchanges and Refunds**

### **11.1. Returns to the Hermes.com Site**

#### **11.1.a) Procedure for return**

- (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 may make a deduction from the refund below for 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 using our carrier must be from the country in which you received the delivery. You must request the return within a maximum of thirty (30) days of date of Confirmation of 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 items" in the "Your orders" section. The shipping cost for each return is 100 SAR and is payable by you.
- (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;
  - 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 who will record your return request and provide the return address to arrange practical modalities at your own costs and risks, which must be within a maximum of thirty (30) days from the date of Confirmation of Shipment (ie. date of invoice).

**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 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) (Refund) 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 refund via the Site and/or by telephone for Products purchased in Hermès stores.**
- (viii) **Accepted returns to the Site can only be refunded and not exchanged.**

#### **11.1.b) Refund**

- (i) If a refund has been requested, 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. **The shipping cost to return a Product for refund is 100 SAR and is payable by you.**

- (ii) Please note that the time for your bank to issue a refund to your card will vary, depending on 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.
- (iii) If you ask for a partial or total refund, your Apple Pay account will be credited the original purchase amount, excluding any shipping costs.

**11.1.c) Gifts ordered on the Hermes.com Site**

- (i) 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.

**11.1.d) Conditions for returning belt kits**

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

**11.1.e) Conditions for shoe returns**

- (i) 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.

**11.2. Returns to Hermès stores**

- (i) Any Product purchased, or received as a gift, from the Site and/or by telephone may be exchanged in specific Hermès stores within thirty (30) calendar days following the date of the Confirmation of 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 any other legitimate ground. You must show your Confirmation of Shipment email to the Hermès store;**
  - (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 any Product from the “handbag, luggage and smaller leather goods” category must be only for exchange the same model only. For the avoidance of doubt, “model” refers to the Product style and may not include the same colour, size and/or leather type.
- (ii) Subject to the above, any HERMÈS product purchased (or received as a gift) from Hermes.com KSA and/or by telephone may also be exchanged, within a maximum period of 30 days following the date of purchase, for a different product at any Hermès store (excluding Argentina, Brazil, China, India, Lebanon, Russia, South Korea, Taiwan, Thailand, 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) You may be asked to comply with any personal data policy in store.
- (iv) **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 by the Site.**

**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 sales contract 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 address provided to you by our Customer Service.

#### **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 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, and no exercise by us of any one right or remedy under these Terms and Conditions of Sale, or at law or in equity, shall (save to the extent, if any, expressly provided for in these Terms and Conditions of Sale or at law or in equity) operate so as to hinder or prevent our exercise of any other such right or remedy at law or in equity.

#### **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 of any government or authority (including refusal or revocation of any licence or consent);
- (d) trade embargoes;
- (e) fire, explosion or flood;
- (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 the Kingdom of Saudi Arabia. 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 the Kingdom of Saudi Arabia for resolution, and the parties agree to submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia in respect of such dispute.