

## General Terms and Conditions of Sale

Last updated 3 Apr 2024

### Preamble

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

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

These General Terms and Conditions of Sale are those of HERMÈS (G.B.) LIMITED, Company No. 022945120, having its registered office at 8 Hinde Street, London, W1U 3BQ (hereinafter "HERMÈS"). The VAT number is 103612955.

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

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

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

For each purchase of Products, you will be requested to confirm your acceptance of the current Terms and Conditions of Sale applicable at the date of your order. The said terms and conditions may be viewed prior to and at the moment when you are prompted to confirm that you accept them. To indicate your acceptance, you will need to check the box "I accept the General Terms and Conditions of Sale and consent to the processing of my data, in accordance with Hermès' Privacy Policy". You can view the applicable version of the Privacy Policy at any time by clicking on the hyperlink labelled "Privacy".

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

In order to differentiate the "petit h" Products from other products of the Hermès collection, HERMÈS « petit h » Products will be marked with a specific symbol.

## **2. Ordering Methods**

For any question related to our products and your orders, you may contact our customer service (“Customer Service”) by clicking on the "Contact us" hyperlink or by phone at +44 (0)20 7098 1888 from Monday to Friday (except English public holidays).

The Website may be used to order a selection of Hermès branded products (hereafter the “Product(s)”) from HERMÈS, directly online via the Internet for delivery to the United Kingdom (excluding the Channel Islands) (see section "8.1 Delivery and Collection Area" below).

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

The Website does not permit the placing of special orders that notably consist in the creation of a product that does not exist in our current range of products, or is no longer in the Hermès collection, a bespoke product or the adaptation of a product from Hermès collections, and the manufacturing of the latter by HERMÈS. These Terms and Conditions of Sale therefore do not apply to special orders. For any special orders, please contact our Customer service.

However, the General Terms and Conditions of Sale will apply to any purchase of personalised products at your request (see section 4.2 below).

## **3. Availability of Products**

### *3.1 Services related to pre-orders*

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

### *3.2 Services related to personalisation*

Personalisation refers to the possibility for the customer to adapt or personalise certain Products from the Hermès collections (hereinafter the "Personalisation" or the "Personalised Product").

### *3.3 Availability of Products*

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

In addition, Hermès retains ownership of the Products until you have paid for them in full in accordance with the provisions of section 7 below.

The availability date of the Pre-ordered Product will be explicitly indicated on the Product form. If the availability date changes, you will be notified immediately by email and/or on your client account. If a Product is unavailable after ordering, we will inform you of such unavailability by email or by phone as soon

as possible. You will then be presented with the choice to order an alternative Product from the Website or to cancel your order.

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

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

#### **4. Order procedure**

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

##### 4.1.a) Selecting Products

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

You may view your selection by clicking on "Cart" in the menu on the top right-hand side, where photograph(s) of the Product(s), colour and reference number(s), the quantity selected, unit price(s), and the subtotal for the selection will be displayed.

##### 4.1.b) Login

Once you have selected the Product(s), click on "Checkout" to begin the process of placing your order.

If you already have a customer account, you will be required to log in and enter your password at this stage. If you do not yet have an account, you will be prompted to create one by confirming your email address and subsequently creating a password. Your login and password are strictly for personal use. Consequently, you undertake to store them safely and never disclose them to third parties. You may be held liable for any loss, theft or fraudulent use of your customer account if you have not taken reasonable care; and you must inform Hermès immediately if you become aware of any third-party gaining access to your login, password or account.

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

- monitor your deliveries and view your order history;
- return or exchange Products;
- add or edit your delivery and billing addresses for future orders;
- manage your subscription to the Hermès newsletter.

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

## 4.2. Order confirmation for Website orders

### 4.2.a) Confirmation of shipping method

You will be required to confirm the shipping method and to enter the delivery details needed to ship your order successfully: shipping country, title, surname, first name, phone number, delivery address (or the store in which you intend to collect your order, if this service is offered by stores in the selected shipping country - see the section "8.1 Delivery and Collection Area" below), and such other information or details as may be required by us.

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

### 4.2.b) Confirmation of payment

You may use your delivery address as your billing address or enter a different address. You will then be invited to select a payment method (please see section 6 "Prices – Accepted Methods of Payment") and to enter the relevant information.

At the end of the ordering procedure described above, once you have accepted in their entirety the Terms and Conditions of Sale, and the Privacy Policy for the Website, click the "Order and pay" button.

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

You must carefully check that your selection is correct before confirming your order. While every effort is made to ensure that the colour and design of the Products in the photographs displayed on the Website match those of the original Products, variations may occur, in particular due to colour display constraints on your computer equipment. Consequently, HERMÈS shall not be held liable for any error or insubstantial inaccuracy in the photographs or graphic representations of the Products included on the Website. In the event of queries regarding the Products, you may of course contact our Customer Service.

For more information concerning payment methods (currency, methods of payment accepted, etc.), please refer to the section "6. Price – Methods of Payment Accepted" below.

When finished, your order is transmitted to HERMÈS for processing.

Your order is accepted by HERMÈS once we notify you in writing that your order has been shipped or that it is ready for collection. The sales agreement between you and HERMÈS for your order will be formed once we have received it, taken full payment for it and notified you in writing that it has been shipped or that it is ready for collection. If a part or all your order is not available, we will contact you to decide if you want to proceed with the available part of it or if you want to cancel it completely.

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 of Sale, or is engaged in any fraudulent activity, or on any other legitimate grounds.

#### 4.2.c) Order summary

You will subsequently receive an order summary by email (“Your Hermes Order”). This order summary will mention the total amount of the order, details of the shipping cost and delivery time, the essential characteristics, the quantity and the price and of the Products purchased. We advise you to keep the order summary in an electronic format.

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

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

#### 4.3. Order procedure by phone

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

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

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

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

Concerning the payment method accepted, you can refer to section 6 “Prices – Accepted Methods of Payment”. However, we are unable to accept PayPal and Apple Pay payments for phone orders.

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

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

The Order Summary is not a confirmation of acceptance of your order by HERMÈS. Your order is accepted by HERMÈS once we notify you in writing that it has been shipped or that it is ready for collection. The sales agreement between you and HERMÈS for your order will be formed once we have received it, taken full payment for it and notified you in writing that it has been shipped or that it is ready for collection. If a part or all your order is not available, we will contact you to decide if you want to proceed with the available part of it or if you want to cancel it completely.

The Product will be shipped to the shipping address you indicated when you placed your order. You will receive a shipment confirmation email. Hermès will inform you at the time of your order if the Product can be delivered at the delivery address that you requested. Please ensure that the shipping information you provide is correct as this information will appear on the shipping label. Incorrect information may result in the delay or loss of your order. HERMÈS is not responsible for replacement or refund if the information you provided is incorrect.

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

#### *4.4. Invoices*

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

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

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

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

### 5. Prices – Accepted Methods of Payment

#### *5.1. Prices*

The prices of the Products are in GBP, inclusive of VAT. Except in the cases of reimbursement issued i) within the context of exercising the right of withdrawal or ii) due to lack of conformity and hidden defects, HERMÈS will not reimburse the VAT applied on the purchases made on the Website or by telephone.

HERMÈS reserves the rights to amend the prices of the Products on the Website at any time and without any prior notice. Products are invoiced on the basis of a price list posted on the Website at the time of your order, subject to the availability of the Products ordered at this time.

All orders are payable in GBP 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.

## *5.2. Methods of Payment Accepted*

### 5.2.a) Payment by credit card or debit card

We accept payment by the following credit cards and debit cards: Visa®, Mastercard®, Maestro®, American Express® 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" 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 acceptance 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.

#### 5.2.b) Payment by PayPal

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

#### 5.2.c) Payment by Apple Pay

We accept payments through Apple Pay (except for phone orders and exchanges). This method of payment is compatible with Apple devices on which you have entered your information in the Apple Pay application.

When you select "add to cart", the Apple Pay option will appear on the page of the product added. You must select the Apple Pay button then (i) accept the Hermes General Terms and Conditions of Sale, (ii) using the information you entered in your Apple account, agree to create a customer account if you do not already have one, and accept the 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. HERMES will not be responsible for replacement or refund of the Products if the information provided on your Apple account is incorrect.

You must then confirm your order using the Touch ID or by entering your login details and the password to your Apple account.

When completing your order, you will be redirected to the confirmation page of Hermes.com.

- If you have 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.

#### d) Store credit

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

### **6. Title Retention**

The Products ordered remain the property of HERMÈS until full payment for the Products has been received by HERMÈS.

However, you assume the risks (in particular regarding loss, theft or damage) relating to the Products from the moment they are delivered to the address specified when placing your order (in case of delivery to a postal address) or from the moment of collection at the HERMÈS store (in case of in-store collection).



## **7. Shipping Methods and In-Store Collection**

### *7.1. Delivery and Collection Area*

#### 7.1.a) Delivery to a postal address

Products purchased on the Website and/or by phone may only be delivered exclusively in the United Kingdom (excluding the Channel Islands) (hereinafter the "Delivery Area").

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

Notably for security reasons, HERMÈS shall not process any order for which a general delivery address, a P.O. box, or a DX address has been provided.

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

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

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

#### 7.1.b) Collection in a HERMÈS store

You may choose to collect the Products you have ordered on the Website from a store located in the United Kingdom (excluding the Channel Islands). This service is complimentary and is currently only available in selected stores. When placing your order, you can check whether the HERMÈS store selected is eligible for in-store collection.

You can also designate a third party to come and collect your order in the store (see "8.3 Time Required for Delivery and Collection").

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

### *7.2. Shipping Costs*

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

The shipping costs are as follows:

- The UPS Standard service (described in section 7.3.b) free of charge
- The UPS Express service (described in section 7.3.b) at a cost of £15

Specific shipping services:

For the Le Flâneur bicycle, wallpapers or furniture, shipping to the UK is free of charge. Shipping is carried out by a specific carrier by appointment. Customer Service will contact you to arrange a delivery date.

### *7.3. Time Required for Delivery and Collection*

At the beginning of the ordering process, we will provide you with the timeframe required for delivery. The estimated delivery time will be confirmed in the order summary. The delivery times below run from when your order has been confirmed, except for Pre-ordered Products for which the delivery times run from when the Products become available. Orders including a Personalised Product are subject to specific delivery times, which will be communicated at the time of the order.

#### 7.3.a) Delivery to a postal address

At the beginning of the ordering process, we will provide you with the timeframe required for delivery and the various shipment methods available for the purchased Products. . The price of shipping will be due in addition to the price of the purchased Products.

#### 7.3.b) Delivery to the United Kingdom

UPS Standard delivery times:

- Two (2) to three (3) business days for all orders placed and validated before one (1) p.m. on a business day;
- Three (3) to four (4) business days for all orders placed and validated after one (1) p.m. on a business day.

For delivery to the Scilly islands: six (6) business days following the order.

For delivery to the Orkney islands: nine (9) business days following the order.

For delivery to the Hebrides islands: ten (10) business days following the order.

For delivery to the Shetland islands: eleven (11) business days following the order.

UPS Express delivery times:

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

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

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

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

#### *7.4. In-store collection*

An email will be sent to you when your order is available in store.

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

- two (2) to three (3) business days for orders placed and confirmed before one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday,
- Three (3) to four (4) business days for orders placed and confirmed after one o'clock in the afternoon (1 p.m.) (GMT+1) on a weekday.

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

To collect your order, please ask a salesperson when you arrive at the store, and provide him/her with:

- the email informing you of the availability of your order (printed out or on the screen of your phone); and
- a proof of identity.

If you have chosen to have your order collected by a third party, the latter must provide the sales person with:

- the email informing you of the availability of your order;
- a written authorisation from you giving him/her the right to collect your order, his/her proof of identity, and
- a copy of your proof of identity.

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

The in-store collection service might not be available for some HERMES products such as "Le Flâneur" bike, furniture or Personalised Products. Please contact our Customer Service for more information.

### **8. Delivery Problems**

Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated in section 8.3 must be reported to our Customer Service as soon as possible. No claims notified to us more than thirty (30) calendar days from the date of confirmation of your order will be taken into account.

In the event of failure to adhere to the delivery time, you can cancel the order by contacting the Customer Service (see section "2. Ordering Methods").

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.

You should check any lack of conformity in the Products at the time of delivery and, if any anomalies are found (e.g., open package, damaged goods, etc.), we recommend that you handwrite any reservations on the delivery note, and sign it.

You should then contact the Customer Service (see section "3. Ordering Methods"). If the goods do not conform to your order or you are not satisfied with them, you may return them or ask for an exchange or a refund pursuant to the terms and conditions set forth in section "10. Right of Withdrawal – Returns, Exchanges and Refunds".

## **9. Right of Withdrawal – Returns, Exchanges and Refunds**

### *9.1. Right of withdrawal and withdrawal period*

For most Products that you purchase from us online or by telephone, you have a legal right to change your mind about your purchase and receive a refund of what you have paid for it, without having to provide reasons and without having to pay any penalties.

Products must be withdrawn within fourteen (14) days from the date of delivery of the Products, without having to provide reasons and without having to pay any penalties. Beyond this time, you will no longer be able to exercise your right of withdrawal.

This right to return a Product because you've changed your mind does not affect your legal rights if there is something wrong with your Product (see section 12 for more information).

### *9.2. Procedure for exercising your right of withdrawal*

We offer you the option to fill out and submit a notification of withdrawal online by logging in to your customer account. You will promptly receive email confirmation of your withdrawal.

You may also, within the fourteen (14) days withdrawal period indicated above, send your withdrawal notification by contacting the Customer Service (see section "2. Ordering Methods").

You can also notify us of withdrawal using the model withdrawal form set out at the end of these Terms and Conditions of Sale, but this is optional.

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

For health and safety reasons you may not exercise your right of withdrawal on orders of fragrance, makeup and beauty Products that have been opened, unsealed or used (including when the outer transparent film has been removed), except when the products are returned because they are defective or misdescribed (see

section 10 for more information). You may not exercise your right of withdrawal for Personalised Products either.

#### *9.4. Consequence of the right of withdrawal*

If you wish to exercise your right of withdrawal, you may ask for an exchange or refund of the Product(s) purchased under the conditions set out in section 10 below.

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

#### *10.1. Returns to the Website*

##### 10.1.a) Procedure for return free of charge

When exercising your right of withdrawal, Products must be returned in their original packaging (the orange box and, if possible, the delivery box).

Returning a product for exchange or refund is free of charge when you use our pre-paid return label service. In order to do this, you must return the Products to us via our carrier, within a maximum of thirty (30) days of your notification of withdrawal, 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.

Follow the instructions in order to:

- select the Products to return as well as the reason for the return;
- download and print your pre-paid return label (please refer to section "10.1.e Conditions for returning perfume, makeup and beauty Products" for Products not eligible for the pre-paid return label system).
- give the parcel to the carrier collecting your return or drop the parcel off at a parcel post if the value of the Products does not exceed 500€.

If you are unable or do not wish to use the pre-paid return label service, please contact our Customer Service which will record your return request.

If you choose to return Products to us without using our pre-paid return label service, you are solely responsible for the return of the Products and we will not be responsible for the loss of Products in transit, shipping to the wrong address or delayed delivery of the Products. We strongly recommend that you subscribe the take up any insurance offered by the carrier of your choice and covering the value of the Product.

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

We do not currently offer the option of exchange or refund via the Website for Products purchased in HERMÈS stores. Please see the terms and conditions of sale for the HERMÈS store for details of how to return Products purchased in store.

If you are returning a “Le Flâneur” bike, furniture or any large Product our Customer Service will facilitate the collection of the Product by our carrier. For any questions regarding large Products, please contact our Customer Service.

#### 10.1.b) Exchange

When requesting an exchange, please indicate in the allocated field the Product(s) you wish to receive in exchange for your order.

Should you wish that the chosen product(s) be reserved for you, please contact our Customer Service.

If the amount of the Product(s) selected in replacement is greater than the amount of the Product(s) returned, you will have to pay the price difference by debit or credit card using our secure payment service. Please note that we are unable to accept PayPal and Apple Pay payments for payment of any price difference following an exchange.

If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, HERMÈS will refund the price difference (as a reminder regarding gifts, only the customer having purchased the gift may ask for a refund and have his/her bank account recredited) in accordance with these Terms and Conditions of Sale.

If you ask for an exchange of Products, the standard shipping costs for the first shipment will be refunded, but you will be charged for the actual costs of the second shipment on the basis of the shipping method selected.

Please note that the product(s) will be exchanged within seventy-two (72) working hours of receipt. HERMÈS reserves the right to refuse an exchange request for any legitimate reason.

As an exception to the above, there will be no exchange of furniture, wallpaper, lighting or Personalised Products.

#### 10.1.c) Refund

If a refund has been requested, the product(s) will be refunded within (a) seventy-two (72) working hours of receipt of the returned Product(s), or (b) fourteen (14) days after the day you provide evidence that you have returned the product(s). You will be sent a confirmation email. The refund, including the delivery costs of the initial order, shall be issued via the same payment method used for the order and in the same currency used when paying for the order. The maximum refund for delivery costs will be the cost of standard delivery, which means that if you originally paid for express delivery, we will only refund the cost of standard delivery.

Please note that your bank may take up to ten (10) business days to issue a refund to your card, depending on processing times. This may vary among card issuers; we have no control over this process or the corresponding processing times. In any event, you will not incur any fees as a result of the refund but we may withhold the refund until we have received the Product back or you have supplied evidence of having sent back the item.

#### 10.1.d) Gifts ordered on the Hermes.com Website

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

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

#### 10.1.e) (i) Conditions for returning perfume, makeup and beauty Products

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

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

#### 10.1.e) (ii) Conditions for returning belt kits

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

#### 10.1.e) (iii) Return policy applicable to the Apple Watches HERMÈS & the Apple AirTag HERMÈS:

If you have ordered an Apple Watch Hermès and/or an Apple AirTag Hermès, you will have to return or exchange this item in whole. For the Apple Watch Hermès, you will have to return the case with the bracelets, and for the Apple AirTag Hermès, the AirTag with its leather accessory. Both products must be returned in their original sealed packaging. The Products must not have been synchronized. The serial number of the returned item must be the same as on the original invoice. The in-store return of both articles must take place in the same country as the shipping address.

#### 10.1.e) (iv) Conditions for returning HERMÈS shoes

HERMÈS shoes must be tried on clean, dry and non-abrasive surfaces to prevent irreparable damage to the soles and or any part of the shoe. Failure to do so may result in non-acceptance of return.

#### 10.1.f) Returns & exchanges for PayPal orders

If you ask for an exchange for an order completed with PayPal, your credit card details will be required if the amount of the new exchange order is higher than the initial order, any additional amount owing can only be paid by credit card. We are unable to accept PayPal payment for the additional amount owed to complete the exchange order (HERMÈS is unable to access personal PayPal information). If the amount of the new order equals the initial order, no credit card information/payment will be required.

If you ask for a refund, your PayPal account will be credited the original purchase amount, excluding any shipping costs.

#### 10.1.g) Returns & exchanges for Apple Pay orders

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

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

### 10.2. Returns to HERMÈS stores

#### 10.2.a) For Products delivered to a postal address

HERMÈS stores do not offer refunds on any Products purchased on the Website. Under no circumstances will it be possible to credit your credit or debit card.

To ask for a refund for a Product purchased on the Website, by exercising your right of withdrawal, you must proceed as described above in the preceding paragraph "10.1 Returns to the Hermes.com Site".

Although HERMÈS stores will not refund Products purchased online or by telephone, any Product purchased, or received as a gift, from the Website or by telephone may be exchanged or converted into a store credit valid for one (1) year in specific HERMÈS stores within thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

- returned Products must be in their original condition and with their original packaging;
- you must provide the original receipt along with your returns, or a copy of the receipt if you are returning part of your order. The list of HERMÈS stores offering exchange can be found at the following address: [stores.hermes.com](http://stores.hermes.com);
- the shipping costs for the original delivery of a Product purchased on the Website will not be refunded when you return the Product for exchange or store credit to a HERMÈS store.

In-store returns of "petit h" Products will not be accepted in HERMES stores.

#### 10.2.b) For Products collected in store



For Products collected in store, you may request:

- an exchange for a product from HERMÈS collections subject to store management approval ;
- a refund (except if the order was received as a gift). The store will take charge of returning your items to Hermes.com, which will issue the refund within fourteen (14) days. The refund will be issued by the same method of payment used to place your order.

## **11. If there is a problem with your Product**

### *11.1. HERMÈS has a legal duty to provide Products that conform with the contract*

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 have certain legal rights: in accordance with applicable consumer law, during the expected lifespan of the Product, you are entitled to the following: (a) up to 30 days after delivery, if the Product is faulty you can get a full refund; and (b) up to 6 months after delivery, if the Product is faulty and it can't be repaired or replaced by us, then you can get a full refund in most cases; and (c) up to 6 years after delivery if the Product does not last a reasonable length of time you may be entitled to some money back. This is a summary of your key consumer rights and for detailed information about the applicable law you should contact Citizens Advice ([citizensadvice.org.uk](http://citizensadvice.org.uk) or phone 03454 040506) or another legal or consumer affairs adviser.

In the event of defects, Products should be returned to HERMÈS by contacting our Customer Service (see section "2. Ordering Methods").

If you are entitled to a refund because something is wrong with your Product, we will reimburse to you all payments received from you in relation to the affected Product, including all delivery charges. Any refund due to you will be made to your original payment method and will be made within 14 (fourteen) days after the date that we receive the Product back from you and have had an opportunity to inspect it and determine the nature of the problem. If we do not receive the Product, we may be unable to process your return and refund.

### *11.2. Manufacturer warranty*

Some Products sold on the Website come with a manufacturer warranty. The manufacturer warranty is provided in addition to, and does not in any way affect, your legal rights described in the preceding section 11.1. The content and terms of this manufacturer warranty are available on the Website in the «Contact us» tab and on the FAQ related to our Products. You can review these terms before purchasing any product concerned by this warranty.

## **12. After-sales service and availability of replacement parts**

An after-sales service is provided for any product that is technically repairable. For any repairs, please contact our Customer Services.

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

### **13. Limitation of Liability**

Under no circumstances may HERMÈS be held liable for any damage not resulting from a failure on the part of HERMÈS to comply with one of its obligations.

### **14. Governing Law - Disputes**

These Terms and Conditions of Sale are governed by English law and wherever you live in the United Kingdom you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the part of the United Kingdom in which you live. We can claim against you in the courts of the part of the United Kingdom in which you live.

Please contact us using the contact details set out in section 4 of these Terms and Conditions of Sale if you are unhappy with any aspect of our Products, customer services or any other experience you have with us or our Website. We will try to resolve any disputes with you quickly and efficiently.

In the event of a dispute related to fulfilment of an order, you may have recourse to a conventional mediation procedure or to any other alternative procedure for settlement of a dispute.

You may also be eligible to lodge your complaint on the EU Online Dispute Resolution platform which is available at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

**APPENDIX: MODEL WITHDRAWAL FORM**

If you wish to exercise your right of withdrawal - in accordance with the conditions provided for in section 9  
- you may use the form below.

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To: [...]

I hereby notify you of my withdrawal from the contract for the sale of the following product(s):

- Name (s) and reference (s) of the product(s):

- Ordered on:

- Received on:

- Order number:

Name of the customer:

Customer's address:

Signature of the customer in case of notification of this form on paper:

Date: