

# GENERAL TERMS AND CONDITIONS OF SALE

Hermes.com USA

You may print the full text of the General Terms and Conditions of Sale and the Specific Terms and Conditions of Sale by clicking on the following link .

## 1. Scope and Agreement on the Terms and Conditions of Sale

In addition to the General Conditions of Use of the Website and the Privacy Policy, the purchase of products offered for sale on the Hermes.com website (“**Website**”) is subject to these legally binding General Terms and Conditions of Sale and, where applicable, to the Specific Terms and Conditions of Sale (collectively, “**Terms and Conditions of Sale**”).

All these documents are available in the “Legal” section of the footer of the Website

Your purchase and order of products on this Website constitutes your agreement with HERMÈS OF PARIS, Inc. (“**HERMÈS**”) to comply with and be bound by the Terms and Conditions of Sale.

The Website is intended for customers looking to purchase products for personal use. Purchasing products on the Website intended for commercial resale is strictly prohibited. When you purchase a product on the Website, you represent and warrant that you are purchasing the product for personal and not commercial purposes and that you do not intend to resell Hermès products for commercial purposes.

HERMÈS may update these Terms and Conditions of Sale at any time without prior notice by posting them on this Website. You can view the most current version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labeled "Terms and Conditions" in the “Legal” section of the footer of the Website.

For each order you place on the Website, your acceptance of the Terms and Conditions of Sale in force as of the date of your order is required. The Terms and Conditions of Sale in effect at the time of your order will govern that transaction.

## 2. Placing an Order – Customer Account

### 2.1. Customer Account

You are required to create an account or log in to your existing account in order to place your order on the Website.

Your user name and password are for your personal use only. You are responsible for maintaining the confidentiality of your user name and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

In no event shall HERMÈS be liable for any loss, theft or fraudulent use of your account. In such a case, you should inform HERMÈS immediately.

Creating an account allows you to:

- track your deliveries and view your orders history;
- return or exchange products;
- add or change your shipping and billing addresses for future orders;
- manage your subscriptions to the newsletter.

## **2.2.Placing an Order**

You may place your order via the Website or by telephone by calling 800-441-4488 from Monday to Friday, 9.00 a.m. to 6.00 p.m. Eastern Standard Time (“EST”) and on Saturday from 10.00 a.m. to 6.00 p.m. Eastern Standard Time (“EST”).

The delivery zone for products ordered via the Website and the 800 telephone number referred to above is restricted to the United States of America, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America (the “**Delivery Zone**”) (see "Shipping and Delivery").

For each product selected on the Website, a summary page will be displayed featuring a photograph of the item, its coloring and references, the quantity selected, its unit price and the total amount owed for your order.

You should check that this information accurately reflects your selection before confirming your order.

Upon confirmation, your order will be submitted to HERMÈS for processing (see "Order Confirmation"). While every effort is taken to try to ensure that the coloring, design and style of the HERMÈS products in the photographs displayed on the Website are representative of the original products, variations may occur due to technical restrictions of color reproduction on your computer or mobile device. HERMÈS reserves the right to reject or to cancel your order in its sole discretion for any reason without liability if, among other things, the products are not available, are incorrectly priced or are otherwise incorrectly described. Accordingly, HERMÈS shall not be liable for any error or inaccuracy in the photographs or graphical representations of HERMÈS products displayed on the Website. If you have any questions about the products, you may contact Customer Service by clicking on the hyperlink labeled "Contact Us" in the “Services” section of the footer of the Website.

Please note that for customized scarves, embroidery is done by hand and stitching may be irregular.

HERMÈS reserves the right to cancel 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 for any other legitimate business reason.

For any exceptional order, please contact Customer Service by clicking on the hyperlink labeled "Contact Us" in the "Services" section of the footer of the Website or at the 800 telephone number listed above.

### **3. Products Availability**

#### **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 Purchase - Availability**

Products offered for sale and displayed on the Website are subject to availability. HERMÈS shall not be liable in case of stock outage or unavailability of products.

HERMÈS reserves the right to change the products offered for sale on the Website at any time and without notice.

Details about the availability of products are provided when you place your order. At times, errors may exist, especially in case of simultaneous orders of the same product by several customers. 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. In case a product is not available after you have placed your order, we will inform you by email or by telephone as soon as possible. You will be invited to choose another available product on the Website as substitution for the unavailable product or to cancel your order. If you cancel your order, you will be refunded if your credit card or debit card has been charged

Customized products cannot be cancelled once the order is placed.

### **4. Order Confirmation**

After you click on the "Order and Pay" button, your order will be confirmed and submitted for processing. To confirm a pre-ordered Product or any other Product requiring a longer handling time, you must also allow HERMES SELLIER to retain your bank details until the product is dispatched and for a maximum duration of 2 months for the purpose of debiting once your order has been dispatched. Once submitted for processing you may not make any changes to or cancel the order, except as expressly provided in these Terms and Conditions of Sale or applicable law. The confirmation of your order means your acceptance of the Terms and Conditions of Sale.

You will receive an order summary by e-mail.

HERMÈS reserves the right not to accept or to cancel your order if the products are not available or are incorrectly priced or are otherwise incorrectly described.

### **5. Price Payment**

All prices of HERMÈS products are indicated in US dollars, excluding taxes and shipping costs (see "Shipping and Delivery").

HERMÈS reserves the right to modify the prices of products offered on the Website at any time without prior notice. You will be charged the prices displayed on the Website at the time your order was confirmed provided the product ordered is available. HERMÈS reserves the right to reject or to cancel your order if the products are not available, are incorrectly priced or are otherwise incorrectly described.

Payment is due immediately upon confirmation of your order. Credit and debit cards are the only methods accepted for payment on the Website. Store credits and/or gift certificates issued by HERMÈS boutiques are not accepted for payment on the Website.

All orders are payable in US dollars. We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, and JCB®. Your order will only be shipped once we have verified your payment method and received authorization to process your payment.

The services “3D Secure” and “American Express SafeKey” are implemented on the Website. These services protect credit and debit cards from unauthorized use when shopping on the Website. To use these services, you must register for 3D Secure or American Express SafeKey with the financial institution that issued your card. Once you have registered for 3D Secure or American Express SafeKey, you will be automatically prompted to provide your private password during the checkout process on the Website.

Your debit card or credit card will only be debited when your order is shipped. You will not be charged for unavailable products in your order.

Payment by PayPal®: we accept payments through Paypal® (except for orders made by phone and pre-orders). When completing your order, you will be automatically redirected to the PayPal® platform in which you will need to log in to your account. If you don't have a PayPal® account, you will be able to create one. After the validation of your order with PayPal®, you will be redirected to the confirmation page of Hermes.com. Additional delivery time may be required for orders completed using PayPal®. We are unable to accept PayPal® payment for telephone orders and/or exchanges. The payment of an exchange order is subject to the conditions of Article 10.5 below.

## **6. Shipping and Delivery - Delivery and In-Store Collection Zones**

### **6.1. For deliveries to a physical street address:**

Products will be shipped to the delivery address(es) specified during the ordering procedure provided such address(es) is(are) located within the Delivery Zone. Any delivery address located outside of the Delivery Zone will be refused during the ordering procedure.

Products purchased via the Website may only be delivered to a physical street address within the Delivery Zone.

**HERMÈS will not process any order for which a post office box or APO/FPO address is provided.**

#### **6.2. For collection in store:**

You may choose to collect your order from a selection of HERMÈS boutiques, free of charge. When placing your order, you will be notified which HERMÈS boutiques are eligible for in-store collection.

You can also designate a third party to retrieve your order on your behalf in select HERMÈS boutiques (see "Delivery Time - Time required for delivery and collection").

In-store pickup service is not available for the Le Flaneur bicycle, wallpapers, furniture or the Apple Watch Hermès.

### **7. Shipping and Delivery - Shipping costs**

You will be asked to select the shipment method you would prefer as part of the order procedure. 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.

Delivery costs depend on the value of your order and the delivery service you select:

Shipping is free on all orders (Ground service), except for the bicycle.

For an order value <\$200, Fedex 2 days service will cost \$25.00, Standard Overnight service will cost \$30.00, Priority Overnight service will cost \$40.00 and Saturday devliery service will cost \$45.00.

For an order value between \$200.01 and \$400, Fedex 2 days service will cost \$30.00, Standard Overnight service will cost \$35.00, Priority Overnight service will cost \$45.00 and Saturday devliery service will cost \$50.00.

For an order value between \$400.01 and \$700 , Fedex 2 days service will cost \$35.00, Standard Overnight service will cost \$40.00, Priority Overnight service will cost \$50.00 and Saturday devliery service will cost \$55.00.

For an order value between \$700.01 and \$1000, Fedex 2 days service will cost \$40.00, Standard Overnight service will cost \$45.00, Priority Overnight service will cost \$56.00 and Saturday devliery service will cost \$60.00.

For an order up to \$1000.01, Fedex 2 days service will cost \$45.00, Standard Overnight service will cost \$50.00, Priority Overnight service will cost \$60.00 and Saturday devliery service will cost \$65.00.

- Ground: allow between three and seven business days between the date of your order and your date of delivery.

- 2-Day: your order must reach us before 2 p.m. (EST). It will be delivered within two business days.

- Overnight: your order must reach us before 2 p.m. (EST). It will be delivered the following business day. This option is not available for Hawaii and Alaska.

If you are not sure of your zip code, please contact Customer Service on 800 441 4488 (toll free number available only from within the United States of America), we will be happy to assist you.

We will inform you of the shipping costs for the shipment method you select in the order summary displayed on the Website before you confirm your order. This amount will be payable by you in addition to the price, including taxes, of the products ordered.

For the bicycle « Le Flâneur », a delivery fee of \$250 will be charged upon shipment of your order.

## **8. Delivery Time - Time required for delivery and collection**

### **8.1. For deliveries to a physical street address:**

When you place your order we will inform you of the estimated time for delivery and the various methods of delivery available for the product purchased.

Some tableware, wallpapers, furniture, fine jewelry and customized products may be subject to longer delivery times and delivery delays. If your order is not able to ship immediately, Customer Service will contact you to provide more details and an estimated shipping date.

### **8.2. For collection in store:**

Your articles will ship the same day (for any order placed and validated before 2 p.m. on a business day).

Orders are shipped via FedEx Ground service. Please allow 1-6 business days for delivery.

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

To collect your order, please introduce yourself to a sales person when you arrive at the store and bring:

- the email informing you of the availability of your order (printed out or on the screen of your phone)
- proof of identification

If you choose to have your order collected by a third party, this person must provide the sales specialist with:

- the email, passed on by you
- their ID

You have twenty-one (21) days to collect your order from the receipt of the e-mail informing you of its availability in store or your package will be recalled and processed as a refund to your account.

The signature of the person who collects the package is required upon delivery of the package.

## **9. Delivery Time - Problems of delivery**

Any failure to deliver or late delivery exceeding eight (8) business days should be reported to Customer Service as soon as possible. In order for your claim to be accepted, please notify us within ten (10) business days from the date of confirmation of your order.

You should check that your shipment is correct on delivery. If there are any discrepancies in your order when the products are delivered to you, you should note the nature of the potential discrepancy (e.g., open package, damaged product, etc.) by hand, if possible, on the delivery notice, and sign.

If the products do not conform to your order or you are not satisfied with them, you may return them, exchange them or request a refund according to the terms and conditions contained in the section entitled "Returns - Exchanges - Refunds". See also Specific Terms and Conditions of Sale as applicable to your order.

## **10. Returns - Exchanges – Refunds**

### **10.1. To Hermes.com:**

#### ***10.1.1 Principles and procedure of return:***

You may return any product ordered on the Website for exchange or refund within thirty (30) calendar days from the delivery date subject the terms and limitations set out below (see articles 10.1.1, 10.1.2, 10.1.3, 10.1.4 and 10.1.5).

Returned products must be in their original condition and packaging (the orange box and if possible the delivery box), together with their purchase invoice or a copy in the case of a partial return. HERMÈS has sole discretion in determining whether the products purchased via the Website are in original condition when returned.

Returning a product for exchange or refund is free of charge as long as you return the products to us via our carrier by using our system of pre-paid return labels. Connect to your account and click on "return or exchange items" in the "your orders" section. Follow the instructions which will allow you:

- to choose the articles to return as well as the reason for the return;
- to choose your delivery method (drop-off at a FedEx® location or collection of the package at your home by appointment service);
- to download and print your pre-paid return label and a copy of your invoice.

If you are unable or do not wish to use the pre-paid label service, please contact Customer Service who will record your return. You can then return your package to the following address:

H.O.P.

Attn: Internet Returns and Exchanges

101 Herrod Boulevard

Dayton, New Jersey, 08810

**In this case, please insure your package for the full retail value of the item. HERMÈS will not be responsible or liable if any item you return to the Website is lost, misdirected or delivered late insofar as you have to bear the risks of the shipping you have chosen.**

**Returns conditions applicable to fragrance, makeup and beauty Products:** Fragrance, makeup and beauty Products must not be opened and must be returned in their original packaging. If the transparent film has been opened or removed or if the Product has been used, the item will not be accepted for return or exchange. If a product is defective or has been damaged during delivery, customer must ensure that the bottle is still hermetically sealed (if this is not the case, contact Customer Service).

#### ***10.1.2. Exchanges:***

You may exchange an item for another item of lesser, equal or greater value subject to the conditions below.

If you exchange an item for another item of greater value, you shall pay the difference in price.

If you exchange an item for another item of lesser value, you will be refunded within ten (10) business days of receipt of the item returned by crediting your debit or credit card.

Please contact Customer Service to receive the pre-paid label by email.

If you exchange an item, the shipping costs for the first delivery will not be refunded. However, you will not be charged for the shipping costs of the second delivery.

Only one exchange per item will be honored.

**The following specific conditions apply to exchanges of gifts:** If you received an item as a gift from the Website, you may exchange it for another item of equal or greater value only (the difference in price must be paid by you, the recipient of the gift) subject to the conditions below. No refund will be made if you exchange your gift for an item of lesser value.

You may exchange the item either:

- for a different item in the same product category for scarves and ties; e.g. a silk twill scarf for a silk twill scarf, a silk twill tie for a silk twill tie or a tie in heavy silk for a tie in heavy silk;
- for one or several different items which together are equal in value to the full value of the original item you received as a gift.



#### ***10.1.4. Refunds:***

If you request a refund, HERMÈS will use commercially reasonable efforts to ensure that any refund will be made within ten (10) business days of receipt of the product returned by crediting your debit or credit card. Under no circumstances will you be granted an electronic credit usable on the Website, nor will the Website issue a store credit for use in an HERMÈS boutique.

#### ***10.1.5 Limitations to exchanges and refunds:***

**We do not currently exchange or allow refunds for product purchased in HERMÈS boutiques via the Website.**

**A product ordered on the Website that has been personalized cannot be returned for exchange or refund.**

All furniture orders are custom made and cannot be returned, exchanged or cancelled. No reimbursement will be made.

Only one (1) return or exchange may be processed on an order.

### **10.2. To Hermès boutiques**

Any HERMÈS product purchased (or received as a gift) from the Website may also be exchanged for a different product or for a store credit in select HERMÈS boutiques within thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

- Returns must be in their original condition and packaging;
- You must provide the original receipt along with your return, or a copy of the receipt if you are returning part of your order.

A list of HERMÈS boutiques offering exchange can be found by clicking on the link “Boutiques” and is also printed at the back of the receipt.

The shipping costs of the delivery of a product purchased on the Website will not be refunded when you return (for exchange or store credit) the product to an Hermès boutique.

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

### **10.3. For collection in boutique:**

Upon collection of your order, you may request to a sales person:

- an exchange or a store credit valid for one year in the HERMÈS boutiques;

- a refund, if returned to the Website (except in the case of an order received as a gift). The boutique will return your items to the corresponding service of the Website.

HERMÈS will use commercially reasonable steps to refund your credit card within ten (10) business days of HERMÈS' receipt of the product.

#### **10.4. Return policy for the Apple Watch:**

The Apple Watch Hermès must be returned to Hermes.com in its original packaging and cannot have already been paired or synced with an electronic device. The internal white box must remain sealed. The serial number on the Apple Watch Hermès being returned must match the serial number on the original receipt.

#### **10.5. 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 (Hermes.com 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.

### **11. Reservation of title**

Products remain the property of HERMÈS until payment in full is made to HERMÈS.

In case of a payment dispute, you agree to return the received products to HERMÈS immediately upon request, and to assume the risks (in particular the loss, theft or damage) relating to the delivered products.

### **12. Proof**

The computerized data registered by the Website in the IT systems of HERMES establish the terms of the transactions between HERMÈS and its customers. In the case of a dispute between HERMÈS and its customers relating to a transaction entered into using the Website, the data registered by HERMÈS are the terms of the transaction and shall constitute the proof of communication, orders and payments between the parties.

### **13. Governing Law – Disputes**

Any disputes under these General Terms and Conditions of Sale shall be governed by the Section 6 “Governing Law – Disputes” of the Terms and Conditions of Use.

### **14. Disclaimer of Warranties**

UNLESS STATED OTHERWISE, HERMES PRODUCTS ARE SOLD ON AN "AS IS" "AS AVAILABLE" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER IMPLIED OR BY LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF: (I) MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) NON-INFRINGEMENT, (IV) WORKMAN-LIKE EFFORTS, (V) QUALITY, AND (VI) ACCURACY, AND (VII) TITLE.

## **SPECIFIC TERMS AND CONDITIONS OF SALE APPLICABLE TO ORDERS OF FURNITURE**

The purchase and sale of furniture on the Website is governed by these Specific Terms and Conditions of Sale stated below and the General Terms and Conditions of Sale above.

In case of any conflict between these Specific Terms and Conditions of Sale and the General Terms and Conditions of Sale, these Specific Terms and Conditions of Sale stated below shall control and take precedence over the General Terms and Conditions of Sale.

HERMÈS may update these Specific Terms and Conditions at any time without prior notice.

You may view the most recent Specific Terms and Conditions of Furniture Sale by clicking on the hyperlink labeled "Terms and Conditions" in the "Legal" section of the footer of the Website.

### **1. Terms of Delivery**

Products will be delivered by an independent white glove moving company. Delivery fees and times may vary. Customer Service will contact you upon confirmation of the furniture order to review approximate fees, wait times, schedule delivery and arrange payment of delivery fees.

**No in-store pick up is available for furniture.**

A transportation fee of 6% of the retail price of the order, excluding sales tax, and not to exceed \$5,000, will be charged when your furniture product is ready to ship.

### **2. No Exchange or Return of Furniture**

All sales are final. Furniture may not be returned for refund nor exchanged for credit.

### **3. Claims**

Any claims or objections regarding furniture orders must be made immediately to the carrier upon receipt of the furniture product, and be noted clearly on the bill of lading. In the case of latent damage, such claims must be submitted to Hermès of Paris, Inc. Corporate Office, 55 East 59<sup>th</sup> Street, New York, NY, 10022, attention: Internet, within five (5) business days after delivery

by certified letter with acknowledgment of receipt. Customer may also call Customer Service at 1-800-441-4488 within five (5) business days.

#### **4. Compliance**

The products are designed for use as furniture. Furniture products must be maintained in compliance with the instructions issued by HERMÈS and must be used in accordance with the purposes for which they were designed.

Furniture products are partially or entirely made of natural fibers, wood and/or of leather, which are living materials. Therefore, furniture products delivered cannot be guaranteed entirely free from defects or exactly identical to the sample seen by Customer.

As a consequence, HERMÈS cannot be held liable for any normal differences between the sample and the furniture product delivered.

The dimensions of furniture listed on the Website are provided for information only, as Customer accepts manufacturing tolerances. HERMÈS is entitled to make any modifications arising from the technical requirements of manufacture, without Customer having to bear any costs arising from those modifications.

#### **5. Limited Warranty**

Subject to Section 6 hereof, and to the full extent permitted by law, the furniture products are warranted to be free of defects in material and workmanship for a period of one (1) year from the date of delivery. All claims for defective furniture products must be made in writing to Hermès of Paris, Inc. Corporate Office, 55 East 59<sup>th</sup> Street, New York, NY, 10022, attention: Internet, immediately upon discovery and no later than one (1) year after delivery of the furniture product.

#### **6. Limited remedy**

Subject to Sections 6 and 7 hereof, and to the full extent permitted by law, in the event of any defect during the one (1) year warranty period, Customer's sole and exclusive remedy shall be the right to have HERMÈS repair or replace the furniture product for a comparable furniture product at the option of HERMÈS. If HERMÈS does not repair or replace a defective furniture product, HERMÈS will refund the original purchase price of the defective furniture product to Customer **Risk of Loss**

From the time of delivery of the furniture to Customer, Customer shall bear the risk of loss and damage to the furniture products and any damage that the furniture may cause.'

### **SPECIFIC TERMS AND CONDITIONS OF SALE APPLICABLE TO ORDERS OF "petit h" PRODUCTS**

Hermès has at its disposal unused materials from various production sites of the Hermès Group, 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**”). The Materials are provided to various artists who then collaborate with Hermès craftsmen representing different expertise to repurpose the Materials and create one of a kind products (hereinafter the “**petit h Products**”). To differentiate the “petit h” products from other Hermès products, the products are marked with the symbol “petit h”.

The purchase of “petit h” Products offered for sale on the Website is subject to these Specific Terms and Conditions of Sale of “petit h” Products and the General Terms and Conditions of Sale above. In case of a conflict or discrepancy between the General Terms and Conditions of Sale and these Specific Terms and Conditions of Sale of “petit h” Products, then the Specific Terms and Conditions of Sale of “petit h” Products shall control with respect to sale of “petit h” Products on the Website.

HERMÈS may update these Specific Terms and Conditions of Sale of “petit h” Products at any time without prior notice. You can view the most current version of the Specific Terms and Conditions of Sale of “petit h” Products at any time by clicking on the hyperlink labelled "customer service".

For each order made on the Website, your acceptance of the current Specific Terms and Conditions of Sale of “petit h” Products in effect at the date the order is required.

## **1. Online Returns for Refund only- No exchanges of Petit h**

**HERMÈS does not accept exchanges of any petit h Products. You may return a “petit h” Product ordered on the Website for refund as long as you return the “petit h” Product to the Website within thirty (30) days of the delivery date.**

**No returns or refunds of any "petit h" Products purchased on the Website will be accepted at any HERMÈS boutiques. In addition, the Website will not issue a store credit for use in any Hermes store. The foregoing restrictions apply whether the “petit h” Product was delivered to you at a physical street address or collected by you or on your behalf at a designated HERMÈS store.**

## **2. Disclaimer of Warranty**

PETIT H PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS WITH ALL FAULTS, VARIATIONS AND DISCREPANCIES AND AS AVAILABLE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HERMÈS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHETHER IMPLIED OR BY LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF: (I) MERCHANTABILITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) NON-INFRINGEMENT, (IV) WORKMAN-LIKE EFFORTS, (V) QUALITY, AND (VI) ACCURACY, AND (VII) TITLE.