


General Terms and Conditions of Sale

November 2024

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

1. Seller’s Identification

1.1 **These General Terms and Conditions of Sale are those of HERMÈS AUSTRALIA PTY LTD (“Hermès”, “we” or “us”).** These General Terms and Conditions of Sale contain important information, including disclaimers and limitations of liability.

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

2.1 The purchase of any Hermès brand products (hereafter the “**Product(s)**”) offered on the Site and/or by telephone is subject to these 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 in using the Site and/or purchasing any Product on the Site and/or by telephone, you are acting as an end consumer and you will not, directly or indirectly, resell any Products purchased on the Site and/or by telephone, for commercial purposes.

2.2 By purchasing any Product on the Site and/or by telephone, you agree to be bound by these Terms and Conditions of Sale. You also agree to comply with any and all guidelines, notices, instructions, operating rules and policies published or prescribed by us in connection with the purchase of Products through the Site, as may from time to time be modified or supplemented by us. You are deemed to be aware of and bound by any revisions to such guidelines, notices, instructions, operating rules and policies on the Site.

2.3 Hermès may update these Terms and Conditions of Sale at any time, and users of the Site are deemed to be aware of, and bound by, any such revisions to these Terms and Conditions of Sale upon the publication of the revised Terms and Conditions of Sale on the Site. You can view the applicable version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labelled “customer service”. Each time you purchase Products remotely, you will be asked to confirm your acceptance of the Terms and Conditions applicable at the date of placing your order. To agree, you must tick the box “I have read and accept the Terms and Conditions” when paying for the Products. The Terms and Conditions of Sale applicable at the time of entering into the contract of sale are those which are binding on you.

2.4 For each purchase of Products on the Site, you will be required to (i) log in to your user account in order to make a purchase, and (ii) confirm your acceptance of the current Terms and Conditions of Sale applicable at the date of your order. The applicable Terms and Conditions of Sale 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 Hermès’ Privacy Policy.”. You can view the applicable version of the Privacy Policy at any time by clicking on the hyperlink labelled “Privacy”.

2.5 Hermès has at its disposal unused materials from various production sites of the Hermès Group companies (which includes Hermès International SCA as the parent company, and its directly or indirectly owned subsidiaries) 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**”). petit h Products are provided on an “as is” basis with all faults, variations and discrepancies as available. Furniture, lighting and wallpapers are partially made of natural fibers, of wood and/or natural leather, which are living materials, and so the Product delivered cannot be guaranteed entirely free from defects or entirely identical to the Product image. Such Products are provided on an “as is” basis with all faults, variations and discrepancies 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.

3. Availability of Products and Reservations

3.1 Our Product offers and prices are valid as long as they remain visible on the Site and/or as communicated to you by telephone, but are subject to availability. Exceptionally, we recognise that 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 then be presented with the choice to order an alternative Product from the Site or to cancel your order. Hermès does not automatically substitute items.

3.2 Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), we shall not be liable if Products are out of stock or unavailable for orders that have not yet been accepted by us, and accept no liability for any claims or damages whatsoever, in the event of stock outage or unavailability of products.

3.3 We reserve the right to change the Products offered on the Site and/or by telephone at any time and without any prior notice. Subject to applicable law, 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 or reserved per customer.

3.4 *Reservation Conditions*

(a) Acceptance of our reservation conditions

- (i) Any reservation made by phone or on the Site implies the prior and full acceptance of the Terms and Conditions of Sale, including these reservation conditions;
- (ii) For any reservation made by telephone, you must confirm verbally that you have read and accepted these Terms and Conditions of Sale, preliminary to reservation service of Hermès Products. Otherwise, you will not be able to make a reservation;
- (iii) Hermès reserves the right to adapt or modify these Terms and Conditions of Sale at any time. The applicable conditions are those in force on the day of reservation. The reservation service is offered free of charge;
- (iv) In order to fulfill your expectations at best, the list of Products offered on the Site and/or in store for reservation is subject to change at any time depends on the availability of our Products;
- (v) The available Products will be indicated to you:
 - (A) for reservations by telephone, after telling the operator the store of your choice;
 - (B) on the Site by selecting the store of your choice;
- (vi) The information relating to the availability of Products comes directly from our stores/warehouses and may exceptionally be inaccurate if there is a change in our stocks. You will be notified of any changes as soon as possible.
- (vii) **The sale made in store with the reserved Product does not constitute an online sale. Your purchase will be subject to the general conditions of sale applicable to the store that made the sale.**

(b) Confirmation of the reservation

- (i) Once you have chosen a collection point, checked the details of your reservation, the total price and validated all the Terms and Conditions of Sale, you will receive a call, email or text message from Hermès confirming that your reservation has been registered. **All reservations successfully accepted by Hermès will receive a confirmation email. This document should be retained as it constitutes a proof of the reservation.**
- (ii) In the exceptional event of a stock shortage, Hermès may cancel the reservation and will inform you by phone or email at the earliest opportunity. Hermès reserves the right to cancel any reservations of any customers that do not comply with these Terms and Conditions of Sale.
- (iii) Should you not receive a confirmation of reservation email, it means your reservation has not been successfully accepted.

(c) Time limits for the availability of products and duration of the reservation's validity

- (i) For any reservation made during the opening hours of the Hermès stores, Hermès will respond about the availability of the Product in the selected store within four (4) hours following your reservation request.
- (ii) Any reservation made outside the opening hours of the Hermès stores will be processed on the next opening day.
- (iii) You will be notified about the availability of your reservation by call or email according to the contact details provided at the time of booking.
- (iv) Exceptionally, Hermès may have to change the time or date for the collection of the initially planned reservation. Hermès will inform you of any changes to the availability of reserved Products.
- (v) The selected products are reserved for a period of three (3) days after receiving the email confirming the reservation (subject to a different time limit communicated by the Hermès store). If the collection has not been made during this time, the reservation will be cancelled, and it will no longer be possible to collect the product and you will not be entitled to make any claims on Hermès with respect to such reservation. Once you have received notification that the reservation has been cancelled, Hermès is not obliged to contact you with regards to your cancelled reservation.

(d) Collection methods

- (i) To collect and pay for your Product, you will need to provide ID and/or your reservation number.
- (ii) If you want someone else to collect and pay for the Product, this person will need to provide:
 - (A) The email or text message informing you about the availability of your reservation;
 - (B) Her/his ID;
 - (C) A copy of your ID.
- (iii) Hermès retains full and entire ownership of the reserved Products until the full payment of the Products. The risks involved with the Products are transferred to you at the time of the Product's collection.
- (iv) Any ID provided will be sighted only and solely for the purpose of identification verification.

4. Ordering Procedure

4.1 The Site may be used to order and purchase a selection of Products from Hermès, directly online via the Internet for delivery to Australia and/or New Zealand, and such other country as may be notified by us through the Site from time to time (the “**Delivery Area**”). You may also contact our Customer Service by phone at 1300 728 807 (Australia), 0508 437 637 (New Zealand) or +61 2 8353 6200 (please refer to the operating hours displayed in the "Contact Us" section) to place an order by telephone.

4.2 The Site does not permit the placing of special orders that notably consist in the creation of a product that does not exist in our current range of Products, or is no longer in the Hermès collection, a bespoke product or the adaptation or customization of a product from Hermès collections, and the manufacturing of the latter by any entity of the Hermès Group. 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 "customer service" hyperlink or by phone at 1300 728 807 (Australia), 0508 437 637 (New Zealand) or +61 2 8353 6200 (please refer to the operating hours displayed in the "Contact Us" section).

4.3 *User Accounts*

(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 register 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.

4.4 *Selecting Products*

(a) For orders on the Site:

(i) You may at any time add a Product 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. You will then be directed to choose your shipping method in order to calculate the shipping costs and as a result the total amount payable. Product orders and delivery addresses may be changed once the order has been placed provided the customer contacts customer service before their order has been shipped out. In such an event, the payment system will recalculate the total amount. If the new amount payable is greater than your initial transaction, your initial transaction will be cancelled, and you will need to make payment for the new amount. If the new amount payable is less than your initial transaction, the payment system will do a partial capture.

- (b) For telephone orders:
 - (i) You call our Customer Service (on 1300 728 807 (Australia), 0508 437 637 (New Zealand) or +61 2 8353 6200 (refer to the "Contact Us" section for our operating hours) 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. The link is available for 25 minutes and will expire after this period of time. In the event you do not complete the form in the link within this time, the order will be automatically cancelled.

4.5 Login

- (a) Once you have selected the Product(s) that you wish to purchase, click on "Checkout" to begin the process of placing your order.
- (b) If you already have a user account, you will be required to log in and enter your password by clicking on "Returning customer". If you do not yet have a user account, you will be prompted to create one by clicking on "New customer", the use of which shall be governed by the terms set out in Section 4.3. 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".
- (c) Once you have logged in to your user account, you will be able to:
 - (i) monitor your deliveries and view your order history;
 - (ii) return or exchange Products (subject to and in accordance with these Terms and Conditions of Sale);
 - (iii) add or edit your delivery and billing addresses for future orders; and/or
 - (iv) manage your subscription to the Hermès newsletter.
- (d) The data recorded by the Site constitutes proof of all transactions made between us and its customers. In the event of a dispute between us and one of its customers about a transaction made on the Site, the data recorded by the Site will be considered as irrefutable proof of the content of the transaction.
- (e) You may have your account deactivated at any time by sending an email to the Customer Service by clicking on the "customer service" hyperlink.
- (f) You will have the option, for a gift order, to include a gift card and a priceless invoice.

4.6 Order Summary

- (a) Confirmation of shipping method
 - (i) 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 Section 7.1 "Delivery and Collection Area" below), and such other information or details as may be required by us.
 - (ii) Once you have completed this step, click "Continue".
 - (iii) 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.
- (b) Confirmation of payment method and payment of order
 - (i) 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.
 - (ii) 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 the Privacy Policy for the Site, click the "Order and pay" button.

- (iii) 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 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 Site. In the event of queries regarding the Products, you may of course contact our Customer Service.
- (iv) 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 4.6(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.
- (v) For more information concerning payment methods (currency, methods of payment accepted, etc.), please refer to Section 5 below.
- (vi) When finished, your order will be transmitted to us for the purposes of assessing whether or not to accept your order. 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 4.7 “Order Acceptance” below).

We reserve the right to not accept any order placed by a customer at our discretion and without having to provide or allocate any reason to such rejection, including but not limited to where there is an existing dispute with such customer concerning a prior order, or if we have 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. If your order has been cancelled, we will notify you and funds that were held on your credit card (in order to secure final payment upon dispatch of your order) will ordinarily be returned within 5 to 10 business days. This time frame is outside of Hermès’ control and will vary depending on your financial institution and/or type of credit card. Hermès is unable to issue a refund to expedite this process.

(c) Order Summary

- (i) 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. **This Order Summary is not a confirmation of acceptance of your order by Hermès.**
- (ii) We advise you to keep this Order Summary in an electronic format.

4.7 *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 (“**Confirmation of Shipment**”). Such Confirmation of Shipment shall constitute deemed acceptance of the order submitted by you pursuant to Section 4.6(b)(ii) or Section 4.6(b)(iv) (whichever the case may be). The sale agreement between you and Hermès for your order will be formed once we have received and accepted 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 8 “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 contract of sale 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 contract of sale 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.

5. Price – Accepted Payment Methods

5.1 *Price*

- (a) The prices of the Products are in **\$AUD**, inclusive of Australian GST but excluding shipping costs. For deliveries to New Zealand, the Australian GST will be deducted in the final payment. Product prices cannot be displayed in New Zealand dollars or exclusive of Australian GST. Except in the cases of reimbursement issued i) within the context our exchange and returns policy or ii) due to lack of conformity and hidden defects, we will not reimburse any goods and services tax applied on the purchases made on the Site (even in the event where the buyer, after receipt of the Products, re-exports them to a country located outside the Delivery Area).
- (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. The price payable in respect of Products you purchase shall be determined based on the price list posted on the Site and/or communicated to you by telephone at the time that your order is submitted in accordance with Section 4, subject to the availability of the Products ordered at such time.
- (c) All orders must be paid for once the order has been accepted by us. For the avoidance of doubt, if any order of Products placed by you had not been accepted in full by us pursuant to Section 4.7(a) or any of the Products comprising the order are unavailable at the time of delivery, you will only be charged for the price and the shipping costs in respect of the Products which form part of the accepted portion of such order or are available for delivery.
- (d) Subject to applicable laws, Hermès will not be liable for any additional charges and/or fees imposed by your bank in the order and return process.

5.2 *Methods of Payment Accepted*

- (a) Payment by credit card or debit card
 - (i) We accept payment by the following credit cards and debit cards: MasterCard®, Visa®, American Express®, JCB® and CUP®. Payments by credit card and debit card are authenticated and secured by the “3D Secure” system. This system is also known under the names of “Verified by Visa”, “MasterCard® SecureCode”, “American Express SafeKey®” or “JCB Jsecure”. During payment, the customer will be presented with a prompt from the bank, requesting for the customer’s personal information in order to verify the identity of the card holder and to validate the transaction.
 - (ii) *How to pay with 3D Secure on Hermes.com:*
 - (A) After validation of your credit card or debit card 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; and/or
 - your date of birth.
 - (B) Once the 3D Secure code is entered and validated by your bank, your order is complete. You will then receive a confirmation email.
 - (C) Authentication is specific to each bank. For any questions concerning your 3D Secure code, please contact your bank directly.
 - (D) Your order will only be dispatched after your payment method has been verified and upon receipt of your card's debit authorisation.
 - (E) Your account will only be charged when the Products are dispatched. If any of the products in your order are unavailable, we will only charge you the prices, taxes and shipping costs for the goods available and dispatched to you.
- (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.
- (c) PayPal®

We also accept payment with PayPal®. When completing your order, you will be redirected to the PayPal® website to log in to your account. If you do not have a PayPal® account, you will be able to create one. After validation of your order with PayPal®, you will be redirected to the order confirmation page of the Site. Additional delivery time may be required for orders completed using PayPal®. We are unable to accept PayPal® payment for telephone orders and/or exchanges.

(d) Apple Pay

We also accept payment 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 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 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 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.

(e) Tax Invoice

- (i) **Your tax invoice will be sent by Hermès in a Confirmation of Shipment email together with a copy of these Terms and Conditions of Sale.** 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 your shipping confirmation email.
- (ii) You can also **download your electronic invoice(s) in the “Your Orders” section of your personal account.** A customer account is created automatically for every order. To have access to your electronic invoice(s), 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.
- (iii) **You will not receive a printed invoice with your delivery. If you wish to receive a printed version of your tax invoice, you may expressly request one from our Customer Service, within a maximum of one (1) month from the shipping confirmation email.**

6. Title Retention

- 6.1 Title to any Products purchased by you shall remain with us until full payment for the Products has been received by us in cleared funds. In the event that full payment is not received by Hermès, you undertake to promptly return the received products to Hermès upon first request. In return, you assume all risks (in particular any loss, theft or damage) relating to the delivered products as and from the date of the delivery.
- 6.2 However, you assume the risks (in particular regarding loss, theft or damage) relating to the Products that you have purchased from the moment they are delivered to the address specified in the order submitted in respect of such Products (in case of delivery to a postal address) or from the moment of collection at the store (in case of in-store collection) pursuant to Section 7.

7. Shipping Methods and In-Store Collection

7.1 *Delivery and Collection Area*

(a) Delivery to a postal address

- (i) Orders made on the Site and/or by telephone can only be shipped within Australia and New Zealand.
- (ii) Orders cannot be placed for delivery addresses situated outside the Delivery Area.

- (iii) For security reasons, we shall not process any order for which a general delivery address, parcel pick-up service, a P.O. box, or a DX address has been provided.
- (iv) Unfortunately perfume products, including samples, exotic skin (crocodile, alligator, ostrich & lizard etc.) products or items with exotic skin components (e.g. watches with alligator straps), gold and/or diamond fine jewellery/watches, Apple AirTag Hermès, Apple Watch Hermès and furniture Products cannot be shipped to New Zealand.
- (v) The Products will be shipped to the delivery address specified in the order submitted in respect of such Products pursuant to Section 4. Please ensure the shipping information you provide is correct as this information will appear on the shipping label. Incorrect information may result in the delay or loss of your order. Hermès is not responsible for replacement or refund if the information you provided is incorrect.
- (vi) An adult's signature is required at the recipient address for all delivery services. We recommend having your order delivered to an alternate address, your business/work, if you will not be home to sign for your package.
- (vii) Our business hours are Monday to Friday, 9:00am to 6pm AEST excluding public holidays. No deliveries will be made on weekends or public holidays in the place of delivery. Orders placed after 12:00pm AEST on Friday afternoon will be dispatched on Monday or the next business day. Orders placed over the weekend or public holiday will be dispatched on Monday or the next business day.

PLEASE NOTE THAT WHILST EVERY EFFORT IS MADE TO MEET THE DELIVERY TIMES QUOTED ABOVE, WE DO NOT PROVIDE ABSOLUTE GUARANTEES. HERMÈS USES REPUTABLE COURIERS FOR THEIR PROMPT AND EFFICIENT SERVICE BUT OCCASIONALLY, DUE TO UNFORESEEN CIRCUMSTANCES, DELAYS MAY OCCUR

- (a) Collection in a Hermès Store

You may choose to collect the items you have ordered on the Site and/or by telephone from selected stores within Australia. This service, complimentary to customers of the Site and for telephone orders. This service is available at the following Australian Hermès boutiques: Sydney, Melbourne, Chadstone, Brisbane and Pacific Fair. In Store Collection is not available at Hermès Sydney International Airport.

In Store Collection is not available for furniture Products.

You can also designate a third party to come and collect your order in the store (see "7.3 Time Required for Delivery and Collection")

7.2 *Shipping Costs*

- (a) Unless otherwise notified to you during the ordering procedure, shipping is free on all orders. We reserve the right to amend above rates without prior notice. You will be charged the shipping charges displayed on the Site and/or communicated to you via telephone at the time your order was confirmed in addition to the price of the product, GST (for others delivered in Australia) and any other applicable taxes and/or charges (for orders delivered in New Zealand), provided the goods ordered were available at this time.

7.3 *Time Required for Delivery and Collection*

The delivery times below are counted from the time of **shipment of your order**. The estimated delivery time shall be available in the checkout confirmation page. At the beginning of the ordering process, we will provide you with the timeframe required for delivery and the shipment methods available for the purchased Products and country of delivery.

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 (if any) shall only be charged for a single shipment in accordance with the information contained in your Order Summary.

- (a) Delivery to a postal address within Australia

If your order reaches us before 12pm (AEST), delivery is usually made the next business/working day; however, please allow between 1 to 5 business/working days from the date of your order for some rural and/or remote areas. No deliveries will be made on weekends or public holidays in the place of delivery. Overnight/next day delivery is not guaranteed on this service. Please ensure you are available to sign for your order. Missed deliveries will require 2 to 3 business days for re-delivery. Alternatively, if available in your area, your order may be delivered to the nearest authorised TNT® Local Exchange parcel collection point (e.g. your local news agency) for you to collect. Orders for large/bulky items and/or items delivered to rural and/or remote areas may be delivered by TNT® Road Express.

- (b) In-Store Collection within Australia

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

For collection from a selected Hermès store in Australia, your Products will be available within:

- (i) 2 to 4 business days after your order has been processed;
- (ii) Additional delivery time may be required due to public holidays.

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

- (i) the email or SMS informing you of the availability of your order (printed out or on the screen of your phone); and
- (ii) current Australian proof of (photographic) identification. A current passport is the only form of international photo identification that will be accepted.

Only the card holder can collect the order in store.

You acknowledge that the provision of any personal data will be used solely for the purpose of identity verification. All proof of identity will only be sighted by the sales person for verification and shall not be stored, processed and/or recorded in any way.

You have 10 calendar days to collect your order from the date you receive an email or SMS informing you of its availability in-store. If the order is not collected within 10 days, it will be cancelled by Hermès. If we do this, we will notify you. Any refund due to you will be made to the credit or debit card used to make the original purchase within 14 days after we cancel the order.

We will not be able to forward, deliver or send your order to an alternative address under any circumstances. Orders can only be collected during regular store opening hours.

The in-store collection service is not available for certain Products including furniture, electronic lamp, bicycles, and wallpaper. In-Store Collection is not available at Hermès Sydney International Airport.

The same policy for return and exchange will apply to Products collected in-store as Products directly shipped to a customer's postal address except for provisions dealing with delivery cost. No delivery cost will be charged to the customer for Products collected in-store.

For any questions, please contact our Customer Service.

- (c) Delivery to a postal address within New Zealand

Delivery is usually made in 5 to 7 business days after your order has been processed however the delivery of orders can be delayed by New Zealand customs for inspection and/or payment of duties/taxes for up to 30 days. All New Zealand duties/taxes are the responsibility of the receiver. Please ensure you are available to sign for your order. Hermès also does not accept responsibility for the delay of any packages retained for customs inspections, payment of duties and/or taxes, etc.

8. Delivery Problems

- 8.1 Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated in Section 7.3 must be reported to our Customer Service as soon as possible. No claims notified to us more than eight (8) business days from the date of confirmation of shipment of your order (ie. date of invoice) will be taken into account. If you wish to make a claim with respect to such failure or late delivery, in order for your claim to be accepted, please notify us of the delay within a maximum of 15 calendar days from the date of confirmation of your order.
- 8.2 In the event of failure to adhere to the delivery time, you can cancel the order by emailing service.au@hermes.com.
- 8.3 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 9 below.
- 8.4 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.), and note the nature of the potential discrepancy by hand, if possible, on the delivery notice, and sign.
- 8.5 You should then contact the Customer Service by email by clicking on the "customer service" hyperlink or by phone at 1300 728 807 (Australia), 0508 437 637 (New Zealand) or +61 2 8353 6200 (please refer to the operating hours displayed in the "Contact Us" section). If the Products 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 9.

- 8.6 Once a parcel has left our premises, and been delivered in accordance with your instructions, and as per our delivery time frames, we accept no responsibility for the recollection of the parcel and re-directing it to an alternate address. We will happily assist you to have the parcel re-directed if needed prior to its delivery, however redirections can take up to 3 business days. In Store Collection orders must be picked up from the Hermès boutique you selected when placing your order. All orders must be collected in accordance with our In-Store Collection policy stated in Section 7.3(b). The Hermès boutique or the Site will not be able to deliver or forward your order to an alternate address.

9. Right of Returns, Exchanges and Refunds – General Conditions

9.1 *Right of returns, exchanges and refunds*

The general refund policy of Hermès, and generally, the Hermès Group, 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 of the order (ie. date of invoice) of such Product, provided the Product is 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 for fragrances) and all labels and tags (including the “Hermès Sellier” NFC tag or sticker (excluding perfume and beauty products)) 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 exercise your right to return a Product and to request for an exchange or refund after the expiry of such thirty-day period.

- 9.2 The general return policy will not apply to all Products sold during discounted sales, personalised items, special orders, made-to-measure products and orders for Hermès furniture, wallpaper, furnishing fabrics and rugs as they cannot be returned or exchanged.

- 9.3 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. For example, a ready-to-wear item cannot be exchanged for a handbag.

- 9.4 The exchange of any Product online and/or by telephone is subject to all applicable local laws and CITES regulation. Due to CITES regulation, all exotic skin Products can only be returned or exchanged in the country of purchase, accompanied by the original CITES documentation. Hermès will not be able to re-issue a lost CITES document under any circumstances.

9.5 **Conditions for returning fragrances**

In order to return fragrances, the fragrance must not have been opened. When returning a defective Product or a Product that has been damaged during delivery, the customer must ensure that the bottle is still hermetically sealed; if this is not possible, please contact our Customer Service by phone at 1300 728 807 (Australia) or +61 2 8353 6200 (please refer to the operating hours displayed in the “Contact Us” section) or by email via the “Contact us” page.

9.6 **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.

9.7 **Conditions for returning 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.

9.8 **Conditions for returning earrings, undergarments, swimwear, customized items, personalized items, Nautilus pens and/or furniture, wallpaper, furnishing fabrics and rugs**

Except where there is a failure to comply with a consumer guarantee under the Australian Consumer Law, we are unable to exchange or provide a refund for earrings, undergarments, swimwear, customized items, personalized items, Nautilus pens that have been assembled and filled with ink and/or furniture, wallpaper, furnishing fabrics and rugs.

- 9.9 The terms and conditions of Section 10 shall apply to the procedure in respect of the returns, exchanges and/or refunds of any Products.

10. Procedure for Returns, Exchanges and Refunds

10.1 Returns to the Hermes.com Site

- (a) Procedure for return free of charge
- (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 for exchange or refund is free of charge provided it is returned from the country in which you received the delivery and returned with the original invoice. Additionally, in order to enjoy free returns, you must request the return within a maximum of thirty (30) days from the date of confirmation of shipment of your order (ie. date of invoice) through the Site and/or by contacting our Customer Service, and return the Products to us via our carrier within a maximum of thirty (30) days of the return request being made through the Site, by using our system of pre-paid return labels. Log in to your customer account and click on "return or exchange items" in the "Your orders" section.
 - (iii) Follow the instructions which will allow you:
 - to choose the Products to return as well as the reason for the return;
 - to choose your shipment method;
 - 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, which must be within a maximum of thirty (30) days from the date of confirmation of the order of shipment (ie. date of invoice). You can then return your parcel within a maximum of thirty (30) days from the date of the return request being made through the Site by post or via the carrier of your choice **at your own costs and risks**. The return address shall be provided to you by our Customer Service.

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 for fragrances) and all labels and tags (including the "Hermès Sellier" NFC tag or sticker (excluding perfume and beauty products)) which are attached/stuck either to the product or to the receipt, where the Products are altered/damaged and/or the Products are not returned with the original purchase invoice, or any other legitimate ground.
 - (vi) Following the assessment under (vi), we will notify you as to whether we have accepted the return of the Product(s) (each notice of acceptance, an "**Acceptance Notice**").
 - (A) In the event that we have accepted the return of the Product(s), the terms set out in Section 10.1(b) (Exchange) and/or 1.1(c) (Refund) (as the case may be) shall apply.
 - (B) In the event that 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 for sales by telephone, nor will the Site issue any store credit for use in a Hermès store.
 - (vii) We do not currently offer the option of exchange or refund via the Site and/or by telephone for Products purchased in Hermès stores.
- (b) Exchange
- (i) When requesting an exchange, please indicate in the allocated field the Product(s) you wish to receive in exchange for your order.

- (ii) Should you wish that the chosen Product(s) be reserved for you, please contact our Customer Service.
 - (iii) If the amount of the Product(s) selected in replacement is greater than the amount of the Product(s) returned, you will have to pay the price difference in accordance with these Terms and Conditions of Sale.
 - (iv) If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, we will refund the price difference (provided that where any Product is purchased as a gift, only the customer having purchased the gift may ask for a refund and have his/her bank account recredited) in accordance with these Terms and Conditions of Sale.
 - (v) Please note that the Product(s) will be processed for exchange within seven (7) business days of the Acceptance Notice. Please note that while we will use commercially reasonable efforts to process the refund within seven business days of receipt of the returned item(s), the time for funds to become available in your account will vary.
 - (vi) These Terms and Conditions of Sale, and any other terms and conditions which may apply to the purchase of the original Product, shall apply to any exchanged Product as if such Product had been purchased by the customer in the first instance.
 - (vii) Any returns shall exclude any applicable shipping fees if the Product(s) have already been shipped and you have received the Confirmation of Shipment. However, you will not be charged for these shipping costs of the second delivery. In the event the Product(s) purchased have not yet been shipped and you have requested an exchange without Premium Service delivery, then you will be refunded any applicable shipping fees.
 - (viii) 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. If the amount of the new order equals the initial order, no credit card information/payment will be required.
 - (ix) 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 bank card payments will be accepted. The details of your bank card will be required to complete the purchase. We are unable to accept Apple Pay payment for the additional amount owed to complete the exchange order. If the amount of the new order equals the initial order, no credit card information/payment will be required.
- (c) Refund
- (i) If a refund has been requested, we will process your refund within four (4) business days of the Acceptance Notice. The refund, including the delivery costs of the initial order, shall be issued via the same payment method used for the order and in the same currency used by the client when paying for the order.
 - (ii) Please note that the time for your bank to issue a refund to your card will vary, depending on processing times. 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) Any refunds shall exclude any applicable shipping fees if the Product(s) have already been shipped and you have received the Confirmation of Shipment. In the event the Product(s) purchased have not yet been shipped and you have requested a refund, then you will be refunded any applicable shipping fees.
 - (iv) If you ask for a refund, the PayPal® account used at the time of purchase will be credited the original purchase amount, excluding any shipping costs. If you ask for a partial or total refund, your Apple Pay account will be credited the original purchase amount, excluding any shipping costs.
- (d) Gifts ordered on the Hermes.com Site
- (i) Third-party recipients of gifts ordered on the Site and/or by telephone may only exchange the Products via the procedure for return to the Site or by contacting our Customer Service. Consequently, only the customer having purchased the gift may ask for a refund in the context of the right of return, and only the customer who purchased the Product shall be entitled to receive any refund, which shall be credited to the bank account of such customer.

- (ii) Except where there is a major failure to comply with a consumer guarantee under the Australian Consumer Law, only an exchange for a Product of an equivalent or greater value (the difference in price must be paid by the recipient of the gift) is possible. The third-party recipient should contact our Customer Service who will log the exchange and issue the pre-paid return label by email.

10.2 *Returns to Hermès stores*

- (a) For Products delivered to a postal address:
 - (i) Any Product purchased, or received as a gift, from the Site and/or by telephone may be exchanged within thirty (30) calendar days following the date of invoice (i.e. confirmation of shipment of delivery), 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 for fragrances) and all labels and tags (including the “Hermès Sellier” NFC tag or sticker (excluding perfume and beauty products)) which are attached/stuck either to the product or to the receipt, where the Products are altered/damaged and/or the Products are not returned with the original purchase invoice, or any other legitimate ground.
 - (ii) Any Hermès Product purchased (or received as a gift) from the Site and/or by telephone with our Customer Service 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) Hermès stores do not offer refunds or credit notes on any Products purchased on the Site and/or by telephone including orders delivered for In Store Collection. 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 10.1 above by the Site.
 - (iv) The Site shipping/delivery charge will not be refunded when returning (for exchange or store credit) product(s) to a Hermès boutique.
 - (v) Except where there is a major failure to comply with a consumer guarantee under the Australian Consumer Law, the Hermès beauty collection and furniture Products cannot be returned to an Hermès boutique for refund, exchange or credit note under any circumstances.

10.3 *Apple Watch Hermès and Apple Air Tag Hermès returns and exchanges*

(a) Apple Watch Hermès

- (i) In addition to sections 10.1 and 10.2, the Apple Watch Hermès can be returned to the Site for refund or exchange.
- (ii) The protective sleeve must not be removed from the watch device. Returns will not be accepted on-line or in store if the protective sleeve has been removed. The Apple Watch Hermès cannot have been paired or synced with any electronic device. The Apple Watch Hermès cannot be partially returned or exchanged and must be returned as a whole. The serial number on the Apple Watch Hermès being returned must match the serial number on the original receipt.
- (iii) The Apple Watch Hermès can be returned or exchanged at any Hermès store within Australia, except for the Hermès Sydney International Airport store, provided the Apple Watch Hermès is returned with all original packaging and subject to our general return and exchange policy.

(b) Apple AirTag Hermès

- (i) In addition to sections 10.1 and 10.2, the Apple AirTag Hermès can be returned to the Site for refund or exchange. The Apple AirTag Hermès cannot be partially returned or exchanged and the AirTag device must be returned with the leather accessory. The battery activation protection must not be removed from the AirTag

device. Returns will not be accepted by the Site and/or in store if the battery activation protection has been removed.

- (ii) The Apple AirTag Hermès can be returned or exchanged at any Hermès Hermès store within Australia, except for the Hermès Sydney International Airport store, provided the Apple AirTag Hermès is returned with all original packaging and subject to our general return and exchange policy.

10.4 *petit h returns*

- (a) Hermès does not accept exchanges of any petit h Products. You may return a petit h Product ordered on the Site for refund only as long as you return the petit h Product to the Site within thirty (30) days following from the date of Confirmation of Shipment (i.e. date of invoice), and in accordance with these Terms and Conditions of Sale.
- (b) No returns or refunds of any petit h Products purchased on the Site will be accepted at any Hermès Australia boutiques. In addition, the Site will not issue a store credit for use in any Hermès Australia boutique. 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 Australia boutique.

11. *Disclaimer of Warranty*

11.1. *Disclaimer of warranty*

- (a) The exclusion of or limitations to Hermès' and the Hermès Group's liability contained hereunder are made to the full extent permitted by applicable law.
- (b) Notwithstanding any other provision of these Terms and Conditions of Sale, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms and Conditions of Sale by applicable legislation, common law, equity, trade, custom or usage is excluded by Hermès International and Hermès to the maximum extent permitted by law.
- (c) Nothing in these Terms and Conditions of Sale excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act or any other applicable law that cannot be excluded, restricted or modified by agreement.
- (d) To the maximum extent permitted by law, Hermès International SCA's and Hermès' liability for any breach of any such term, condition or warranty to the extent it can be limited, is limited at Hermès International SCA's and Hermès' option under the Australian Consumer Law. These Terms and Conditions of Sale are subject to applicable laws at all times, including the Australian Consumer Law.

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

12.1 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 Service for more information.

12.2 We cannot guarantee a period of availability for replacement parts required for the use of Products. Nevertheless, we will do our utmost to satisfy you in the event that one or more parts are requested.

13. *Limitation of Liability*

13.3 To the maximum extent permitted by law, 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 4.7, 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.

- 13.4 Nothing in these Terms and Conditions of Sale or any contract of sale formed between us and you pursuant to Section 4.7 shall operate to limit or exclude our liability arising from any death or personal injury caused by our negligence.

14. Assignment and Subcontracting

- 14.3 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.

- 14.4 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.

15. 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.

16. 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.

17. Force Majeure

- 17.3 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.

- 17.4 For the purposes of this Section 17, "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.

18. 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.

19. 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.

20. Third Party Rights

Save as expressly provided for in these Terms and Conditions of Sale, a person who or which is not a party to these Terms and Conditions of Sale shall not have any right to enforce any provision of these Terms and Conditions of Sale.

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 and Dispute Resolution

22.3 These Terms and Conditions of Sale are governed and construed in accordance with the laws of New South Wales, Australia.

22.4 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.

22.5 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 courts of New South Wales for resolution, and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales in respect of such dispute.