

General Terms and Conditions

Hermes.com Canada

Please read the following General Terms and Conditions of Use and the Terms and Conditions of Sale of this Hermès Canada website ("Website") carefully (this "Agreement"). You are welcome to print the complete and unabridged text of this Agreement by clicking on the following link.

[This Agreement](#)

Your use of this Website, and your purchase of any products offered on this Website, is subject to and conditional upon your acceptance of this Agreement. Except where you have otherwise expressly agreed to and accepted this Agreement, use of this Website signifies and constitutes your agreement to comply with, and be bound by, this Agreement, including the terms, conditions and provisions of the Privacy Policy ("Privacy Policy") posted on this Website (which are hereby incorporated, by reference, herein as it may be constituted from time to time), which you agree is hereby incorporated into, and forms a part of, this Agreement. You can view the most current version of this Agreement and the Customer Service by clicking on the "[Privacy and cookies](#)" link in the footer.

Orders may only be placed on this Website by individual consumers and corporations purchasing goods other than for resale. Any resale or distribution of HERMÈS products purchased on this Website is strictly prohibited.

HERMÈS CANADA INC. ("Hermès Canada") may amend this Agreement at any time immediately upon revision hereof and posting same as revised. You are solely responsible for reading this Agreement each time you visit and use this Website, and your continued use of this Website after any such amendment shall be deemed to express your unqualified agreement with this Agreement as then amended.

General Terms and Conditions of Sale

Reservation conditions

1. Accepting reservation conditions and available products

Any reservation made by phone or on the Hermes.com website implies the prior and full acceptance of these booking conditions. Oral confirmation of your acceptance at the time of booking means that you have read and accepted these terms and conditions. Otherwise, you will not be able to make a reservation. HERMÈS SELLIER reserves the right to adapt or modify these conditions at any time. The applicable reservation conditions are those in force on the day of reservation. The reservation service is offered free of charge. It will therefore not be subject to any costs.

The list of products offered on the Hermes.com website and/or in store for reservation is subject to change at any time to better meet your expectations, and depends on the availability of our products.

The available products will be indicated to you:

- for reservations by phone, after telling the operator the store of your choice;
- on the website by selecting the store of your choice.

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.

2. Confirmation of the reservation

After you have been able to choose a collection point, check the details of your booking, the total price and have validated all the booking conditions, you will receive a call, email or text message from HERMÈS SELLIER confirming that your booking has been registered. All reservations will receive a confirmation email. This document should be retained as it constitutes proof of the reservation.

In the exceptional event of a stock shortage, HERMÈS SELLIER will inform you immediately by phone or email.

3. Time limits for the availability of products and duration of the reservation's validity

HERMÈS SELLIER will respond about the availability of the product in the selected store four (4) hours after your reservation request, subject to the opening hours of the Hermès stores.

You will be notified about the availability of your reservation by call, email or text message to the contact details provided at the time of booking.

Exceptionally, HERMÈS SELLIER may have to change the time or date initially planned for the collection of the reservation. HERMÈS SELLIER will inform you of any changes to the availability of reserved products.

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.

4. Collection methods

To collect and pay for your product, you will need to provide ID and/or your reservation number.

For someone else to collect and pay for the product, they will need to provide:

- The email or text message informing you about the availability of your reservation, given to them;
- Their ID, and/or
- A copy of your ID.

HERMÈS SELLIER retains full and entire ownership of the reserved products until the payment of the products. The risks involved with the products are transferred to you at the time of the product's collection.

5. No right of cancellation

The contract of sale between HERMÈS SELLIER and you is concluded within the Hermès store and not online. Your purchase will be subject to the general conditions of sale applicable to the store that made the sale. Therefore, you do not benefit from the right of cancellation provided by the Consumer Code in the context of distance selling.

Purchase

1. Purchase - Terms of ordering

This Website may be used to order a selection of HERMÈS products from Hermès Canada, directly online via the Internet from Canada only. For each order on this Website, your acceptance of this Agreement in force at the date of the order will be requested. Only persons with legal capacity, including persons over the age of 19, may purchase goods from Hermès Canada through this Website. You represent, warrant and agree that you have such legal capacity, that you are not a minor, and that you acknowledge Hermès Canada's material reliance on such representation and warranty.

An Internet Shopping Specialist is available to assist with questions, Monday to Friday, 9:00 a.m. to 5:00 p.m. EST toll free from anywhere in Canada at 1-855-770-8626 excluding national holidays.

You may also place your order by phone at 1-855-770-8626, from Monday to Friday, 9:00 a.m. to 5:00 p.m. EST when paying with your debit, charge or credit card.

The delivery zone for Hermès Canada products ordered via this Website and 1-855-770-8626 referred to above is restricted to Canada. An order can be placed for one delivery address within the Delivery Zone as provided below.

To ensure a best quality service and product availability, you may not order on this Website more than 9 items of the same reference number within a period of fifteen (15) calendar days including leather. Quantities are subject to availability and at the discretion of Hermès Canada.

For any exceptional order, please contact Hermès Canada's Customer Service by phone or by email.

2. Purchase - Availability

2.1 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").

2.2 Purchase - Availability

Our offers of products and prices are valid only as they are presented on this Website, and subject to availability. From time to time, errors or amendments on this Website 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 of unavailability of a product after ordering, you will be informed of that by email or by phone as soon as possible, and we will propose to you to either order another item shown on this Website in substitution or to cancel your order.

If you choose to cancel your order for non-personalized products or personalized products, you will be immediately refunded if your bank account or credit card has been debited. Orders for personalized products may only be cancelled within one (1) hour after you have received the first email confirming that such order has been placed by you. Personalized products may neither be returned nor exchanged.

Hermès Canada is not liable in case of stock outage or unavailability of products.

Hermès Canada reserves the right to change at any time and without any previous notice the items proposed on the HERMÈS website.

The products which may be subject to a personalized marking are indicated on the site Hermès Canada with a specific mention. Some products on the site Hermès Canada are exclusively sold with a personalized marking and therefore may not be purchased without customization.

From time to time, some Hermès products may be offered for sale only through this Website and any permitted returns or exchanges may not be made by you at the Hermès Canada store and therefore exchanges may take longer than otherwise indicated for other products.

3. Purchase – Finalization of the Order

You may at any time:

- add HERMÈS products to your selection by clicking on "Add to cart",
- view the selected HERMÈS products by clicking on "Cart",

For each product selected on this Website, a summary page will be displayed automatically 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 are responsible for ensuring that information accurately reflects your selection before confirming your order. Upon confirmation, your order will be submitted to Hermès Canada for processing. While every effort is taken to try to ensure that the coloring, design and style of the HERMÈS products in the photographs displayed on this Website are representative of the original products, variations may occur due to technical restrictions of color reproduction on your computer and because HERMÈS products are unique works of craftsmanship. You agree that all purchases you make on this Website are from Hermès Canada and no other party, and all legal and contractual obligations and duties in any connection with this Website, including concerning any error or inaccuracy in the photographs or graphical representations of HERMÈS products displayed on this Website. If you have any questions about the products, you may of course contact our Customer Service by clicking on the "Contact us" link in the footer.

Please note that, from product to product concerned by the personalized marking, some of them are marked by hand and the photograph displayed on the site Hermès Canada is only a simulation. Accordingly, Hermès Canada shall not be liable for any difference related to the marking between the photograph of the product displayed personalized and the delivered product.

For every order you make on this Website, you must provide complete and accurate information that is required. The information requested shall include: title, surname, first name, phone number, e-mail address, delivery and invoicing address.

For a gift order, you will be able to include a gift card message of up to 100 characters.

At the end of the ordering procedure, you are invited to click on the "Order and pay" button. 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. When you have completed your order, your order will be transmitted to Hermès Canada for processing. You may only modify or cancel your order by contacting the Customer Service Department by phone at 1-855-770-8626, except that for orders which are subject to a personalized marking, you must contact the Customer Service Department within twenty-four (24) hours after such order is accepted if you wish to make changes to such order.

Not all orders may be accepted, and Hermès Canada reserves the right, in its absolute discretion, to decline or refuse any orders. Hermès Canada reserves the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order, or if Hermès Canada has reasonable cause to suspect that such customer has violated these Terms and Conditions, or is engaged in any fraudulent activity or for any other legitimate cause.

For each order to purchase products on this Website, you will receive an order summary. The acknowledgement of receipt shall mention the description of the products selected, the quantity, the price and the shipping cost. You can create an account in order to save your invoicing and delivery information for future orders. You will be asked to create your own password for subsequent use of the account. At your own risk, you agree to secure and protect your login information confidential and never communicate it to third parties. Accordingly, you agree that any purchase made using your login information shall be deemed to be done by you as the owner of the login information. If your password is lost, stolen or used fraudulently, you must inform Hermès Canada immediately. You may deactivate your account on this Website by sending an e-mail to Hermès Canada's Customer Service Department at the following address: service.ca@hermes.com at any time. After deactivating your account, you are free to create a new account at your convenience.

The data registered by this Website records and maintains a record of all transactions operated between Hermès Canada and its customers. You agree and confirm that, in case of dispute between Hermès Canada and one of its customers about a transaction made on this Website, all information, transaction data, records, and your activities on this Website that is captured, recorded, stored and maintained by Hermès Canada shall constitute accurate, complete and reliable records and admissible legal evidence of all such activities, information, transactions and related content.

4. Purchase - Price Payment

The prices of Hermès products are indicated in Canadian currency, excluding taxes and shipping costs (see "6. Shipping and Delivery").

Hermès Canada reserves the right to modify the prices of products offered on this Website at any time by posting same as this Website and without prior notice to you. You will be charged the prices displayed on this Website at the time your order is placed provided the goods ordered were available at this time. The personalized marking will be invoiced according to the products concerned.

You are required to pay for any order placed on this Website immediately when you place your order. We only accept payment by charge card, credit card. You cannot use store credits or gift certificates issued by Hermès Canada boutiques to purchase items offered on this Website.

We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, Discover® and China Union Pay®. Your order will only be processed and accepted once we have verified your payment method and received authorization to process your payment.

Your charge card or credit card will only be debited when your order is processed and shipped except for the product orders that are to be subject to a personalized marking (in this case, the debit will be carried out when such order is placed). If any of the products in your order are unavailable, we will only charge you the prices, taxes and shipping costs for the goods purchased.

While you pay your order by credit card, Hermès Canada offers you the opportunity to retain your credit card information to ease your future purchases. In this event, the data retention is subjected to the [Privacy Policy](#).

Payment by PayPal®: we also accept payments with PayPal®. 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](https://www.hermes.com). Additional delivery time may be required for orders completed using PayPal®. We are unable to accept PayPal® payment for pre-orders, telephone orders and/or exchanges. The payment of an exchange order is subject to the conditions of Returns section Article 7.3.1 below.

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

When you select "add to cart", the Apple Pay option will appear on the page of the product added. You must select the Apple Pay button then (i) accept the Hermes General Terms and Conditions of Sale, (ii) using the information you entered in your Apple account, agree to create a customer account if you do not already have one, and (iii) accept the Hermes Privacy Policy.

For more information, please refer to our [Privacy Policy](#).

Before confirming the payment, please verify that the information linked to your Apple account is correct, in particular the delivery address provided. HERMES SELLIER will not be responsible for replacement or refund of the Products if the information provided on your Apple account is incorrect.

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

When completing your order, you will be redirected to the confirmation page of [Hermes.com](https://www.hermes.com).

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

5. Purchase - Reservation of title

All ordered products shall remain the property of Hermès Canada until payment is received by Hermès Canada.

Shipping and delivery

6. Shipping and Delivery - Delivery Zone

6.1. For deliveries to a postal address:

Goods purchased via this Website may only be delivered within Canada.

Any delivery address situated outside of Canada will be refused during the ordering procedure. Hermès Canada will not process any order for which a post office box or APO/FPO address is provided.

Goods will be shipped to the delivery address specified in your order. The signature is required upon delivery of the package.

6.2. For collection in store:

You can collect your order made on Hermes.com in store. This service for Hermes.com customers is available for the following Hermès stores : Toronto, Montreal, Calgary and Vancouver.

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 <\$300, Express 2 days service will cost \$33.00 and Express Overnight service will cost \$37.00.

For an order value between \$300 and \$700, Express 2 days service will cost \$37.00 and Express Overnight service will cost \$42.00.

For an order value between \$700 and \$1000, Express 2 days service will cost \$42.00 and Express Overnight service will cost \$48.00.

For an order value >\$1000, Express 2 days service will cost \$48.00 and Express Overnight service will cost \$56.00.

1. Fragrance products may only be shipped ground.

2. Out of Delivery Area surcharges may apply.

Please Note: any order including at least one product with personalized marking entails an additional time period for delivery of a minimum of six working days. If the personalized marking process is to take longer, you will be notified accordingly. An order including such a product will be dispatched only when this product has been marked with the personalized marking. Hermès Canada advises you to place a separate order for such products.

Ground Delivery: allow between two and seven working days between the date of your order and your date of delivery. This option is not available for addresses in Yukon, Northwest Territories and Nunavut.

2-Day Delivery: your order must reach us before 2 p.m. (Eastern Standard Time). It will be delivered within two business days. Some exceptions may apply for out-of-delivery-area addresses.

Overnight Delivery: your order must reach us before 2 p.m. (Eastern Standard Time). It will be delivered the following working day. Some exceptions may apply for out-of-delivery-area addresses.

If you are not sure of your postal code, please contact our Customer Service on 1-855-770-8626 (toll free number available only from within Canada), we will be happy to assist you.

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

7.1. Delivery Time - Time required for delivery

7.1.1. For deliveries to a postal address:

During the order processing, we will inform you of the estimated time for delivery and the various forms of delivery available for the goods purchased.

Some tableware items may be subject to delivery delays. If your order is not able to ship immediately, an Internet Shopping Specialist will contact you to provide more detail and an estimated shipping date.

However, Hermès Canada reserves the right to divide the delivery of your order into part shipments. In this case, your charge card or credit card will only be debited for the goods shipped and for a single shipment fee for the aggregate order.

7.1.2. For collection in store:

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

For collection from an Hermès store in Toronto, your items will be available within:

- 1 business day for orders placed and confirmed before 1 p.m. on a weekday
- 2 business days for orders placed and confirmed after 1 p.m. on a weekday

For collection from an Hermès store in Montreal, Calgary or Vancouver, your items will be available within 3 to 8 business days for all orders confirmed before 2 p.m. Monday to Friday.

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

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

You have 21 days to collect your order from the receipt of the e-mail informing you of its availability in store.

7.2. Delivery Time - Delay

You must report any failure to deliver or late delivery exceeding eight (8) business days to our customer service as soon as possible. In order for your claim to be accepted, do not notify us of non-delivery more than a maximum of thirty (30) calendar days from the date you were provided with the 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 goods, etc.) by hand, if possible, on the delivery notice, and sign.

If the goods 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 "7. Returns - Exchanges - Refunds - Credit Notes".

Hermès Canada shall not be responsible or liable for any delivery or return delays, interruptions, sabotage, interference or failures that are caused (whether directly or indirectly) by any cause, event, or circumstance that is outside of Hermès Canada's influence or control, such as (without limitation) any labour unrest (strikes, lock-outs or otherwise), civil unrest, third party criminal conduct, pandemic, natural disasters, extreme weather or accidents.

Returns

7.3. Returns - Exchanges - Refunds - Credit Notes

7.3.1. To Hermes.com

Your order will be accepted for refund or exchange if returned in original condition and packaging, within thirty (30) days from the delivery date. The returned item(s) must be accompanied with the original receipt or a copy in the case of a partial return.

Returning a product for exchange or refund is complimentary. In order to do this, you must first create a customer profile account on the Website. Once you have created your customer profile account on the Website and have indicated on your profile that you wish to return a purchased good, Hermès Canada will provide you with a pre-paid FedEx® return label. Connect to your account and click on "request exchange" or "request refund" in the order section of your customer account.

In the event you ordered a product as guest and request an exchange or refund, you will have to create a customer account corresponding to your geographical area on the Hermès.com website.

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, with an appointment service in the latter case);
- to download and print your pre-paid return label and your invoice
- A product ordered on the Hermès Canada site and which has been subject to a personalized marking at the purchaser's request will not be accepted for return or exchange. All items subject to a personalized marking are Final Sale.
- If the purchaser asks for a purchase price refund, Hermès Canada will use commercially reasonable efforts to ensure that any refund will be made within five (5) business days of receipt of the goods returned by crediting charge or credit card which was used to pay for the order. Under no circumstances will it be possible to grant the purchaser an electronic credit usable on this Website, nor will the website issue a store credit for use in a Hermès boutique.
- If you wish to return an item received as a gift, you may exchange it for an item(s) of equal value within the thirty (30) days following date of delivery. If you are returning a gift, you will only be entitled to exchange the gift for other merchandise; you will not be entitled to a purchase price refund or a credit note. Please contact our Customer Service Department who will send you the pre-paid return label by email.
- If the amount of the product(s) selected in replacement is greater than the amount of the product returned, the gift recipient will have to pay the price difference in accordance with this Agreement;
- It is possible to select one or several different items which together are equal in value to the full value of the original item you received as a gift. No store credit will be issued through Hermes.com in the instance of a price difference.
- Returns conditions applicable to fragrance, makeup and beauty Products:
 - the product must not be open and must be returned in its original packaging;
 - when returning products that may have been damaged during delivery, the client must ensure that the bottle is still hermetically sealed (if this is not the case, contact the Customer Service Department).

Returns conditions applicable to HERMÈS shoes:

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

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

H.com/22060
131 Bloor Street West, Suite 202
Toronto, Ontario
M5S 1R0

In this case, it is your responsibility to obtain proof that the goods have been returned, and to return the goods by a registered carrier of your choice which gives proof of posting and delivery. The cost of returning the goods shall be borne by you. HERMÈS CANADA is not responsible for items returned to Hermes.com which are lost, misdirected or delivered late by a carrier of your choice. It is your responsibility to assume all risk for such returns, and are liable for all costs, insurance and freight associated with such returns.

Hermès Canada has sole and absolute discretion in determining whether the products are in original condition when returned to Hermès Canada website.

Hermès Canada does not currently exchange or allow refunds for goods purchased in HERMÈS boutiques via this Website.

- The following conditions apply to PayPal® orders returns & exchanges:

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.

- The following conditions apply to Apple Pay® orders returns & exchanges:

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 debit card or credit card will be required to complete the purchase.

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

7.3.2. To Hermès boutiques

Any HERMÈS product purchased (or received as a gift) via this website may also be exchanged for a different product or for a store credit in a number of Hermès Canada 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. A product ordered on the Hermès Canada site and which has been subject to a personalized marking at the purchasers request will not be accepted for return or exchange. All items subject to a personalized marking are Final Sale.
- The purchaser or gift recipient must provide the original receipt along with the returns, or a copy of the receipt if only part of the order is being returned. A list of Hermès Canada boutiques offering exchange can be found by clicking on the hyperlink labeled "Points of Exchange" and is also printed at the back of the receipt issued.
- The shipping costs for the delivery of a product purchased on this Website will not be refunded when the product(s) is returned (for exchange or store credit) to a Hermès Canada boutique.
- It is at the discretion of Hermès Canada to accept a return without an original receipt. In such an instance, the credit note will reflect the price of the item only, excluding taxes.
- If the amount of the product selected in replacement is less than the amount of the product returned, the price difference will be issued in the form of store credit by Hermès Canada in accordance with the agreement.

Hermès Canada boutiques do not offer refunds on any goods purchased on this Website.

For collection in store:

Upon collection of your order, you may request:

- an exchange or a store credit valid indefinitely

- a refund (except in the case of an order received as a gift). Hermès Canada will take every commercially reasonable action to ensure that your credit card is credited within fifteen (15) business days of receipt of goods.

Important:

You represent and covenant that you are accessing this Website, and engaging in any associated transactions, within Canada and not from any other jurisdiction, territory or nation whatsoever. Hermès Canada reserves the right to prosecute all misrepresentations, willful injury, fraud, malicious conduct, and any criminal conduct that you may engage in in any connection with this Website.

General Terms and Conditions of Use

Hermes.com Canada

Security and personal data

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This Website is only intended for adults and is not intended for children.

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Contact

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Our Customer Service is available to answer any question you might have.

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