


# General Terms and Conditions of Sale

## GENERAL TERMS AND CONDITIONS OF SALE AND USE FOR HERMES.COM

June 2018

Please read the current General Terms and Conditions of Sale and General Terms and Conditions of Use of the Hermes.com Australia website carefully. You can also print the complete and unabridged text by clicking on the hyperlink .

## General Terms and Conditions of Sale for Hermes.com

In addition to the General Conditions of Use of the Hermes.com Australia website and the Privacy Policy, the purchase of any products offered on Hermes.com Australia website is subject to the current Terms and Conditions (Terms and Conditions of Sale). These Terms and Conditions of Sale contain important information, including disclaimers and limitations of liability.

Orders may only be placed on the Hermes.com Australia website by individual consumers and corporations purchasing goods other than for resale. Any resale or distribution of HERMÈS products purchased on the Hermes.com Australia website is strictly prohibited. HERMÈS AUSTRALIA PTY LTD may update these Terms and Conditions of Sale at any time. For each order on the Hermes.com Australia website, your acceptance of the Terms and Conditions of Sale in force at the date of the order will be requested.

### 1. Purchase - Terms of ordering

The Hermes.com Australia website may be used to order a selection of HERMÈS products from HERMÈS AUSTRALIA PTY LTD, directly online via the internet from Australia for delivery to Australia and New Zealand only.

You may also place your order by telephone by calling 1300 728 807 (Australia), 0508 437 637 (New Zealand) or +61 2 8353 6200 Monday to Friday, 9.30am to 5.30pm AEST when paying with your debit, charge or credit card. HERMÈS products can also be delivered to New Zealand but HERMÈS AUSTRALIA PTY LTD accepts no responsibility for any taxes or other charges that might be levied by New Zealand customs. These are the sole responsibility of the receiver. HERMÈS AUSTRALIA PTY LTD also does not accept responsibility for the delay of any packages retained for customs inspections, payment of duties and/or taxes, etc.

For each product selected for purchase on the Hermes.com Australia website, a summary page will be displayed automatically featuring a photograph of the item, its colouring and references, the quantity selected, its unit price and the total amount owed for your order. You should check that this information accurately reflects your selection before confirming your order. Upon confirmation, your order will be submitted to HERMÈS AUSTRALIA PTY LTD, for processing. While every effort is taken to try to ensure that the colouring, design and style of the HERMÈS products in the photographs displayed on the Hermes.com Australia website are representative of the original products, variations may occur due to technical restrictions of colour reproduction on your computer equipment. Accordingly, subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), neither HERMÈS AUSTRALIA PTY LTD, nor HERMÈS INTERNATIONAL SCA shall be liable for any error or inaccuracy in the photographs or graphical representations of HERMÈS products displayed on the Hermes.com Australia website.

Once your order has been processed it is not possible to modify any part of the information printed on your receipt/tax invoice such as the billing and/or shipping name and/or address. Please ensure all of the details you have provided are correct before finalising your order.

HERMÈS AUSTRALIA PTY LTD, reserves the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order, or if HERMÈS AUSTRALIA PTY LTD, 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. 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 Hermes.com Australia's control and will vary depending on your financial institution and/or type of credit card. Hermes.com Australia is unable to issue a refund to expedite this process. If your order has already been dispatched please see the 'Returns - Exchanges - Refunds' section below.

For any special and/or exceptional order (large orders, orders requiring a greater quantity than currently available on Hermes.com Australia), please contact our Customer Service by email or telephone. Except where there is a failure to comply with a consumer guarantee under the Australian Consumer Law, special and/or exceptional orders will not be accepted for return or exchange to Hermes.com Australia or any HERMÈS boutique.

Any exotic skin item (crocodile, alligator, ostrich, lizard etc.) or item with exotic skin components will have a CITES document included with the order. This documentation must always accompany the exotic skin item including for all return, exchange, repair/after-sales purposes. HERMÈS AUSTRALIA PTY LTD will not be able to re-issue a lost CITES document under any circumstances. Due to CITES regulation, exotic skin items or items with exotic skin components cannot be exchanged in HERMÈS boutiques outside of Australia.

### 2. Purchase - Availability

Our offer of products and prices are valid as at the date they are displayed on the Hermes.com Australia website, but are subject to availability. For this purpose, instructions concerning the availability of the products will be given at the time of the ordering. In some circumstances, errors or amendments could exist, especially in case of simultaneous orders of the same product by several customers. In the event that a product(s) is unavailable after the placement of an order, you will be informed of the unavailability of the product(s) by email or by phone as soon as possible, and another item(s) shown on the Hermes.com Australia website may be suggested as a substitute or you may wish to cancel your order. Hermes.com Australia does not automatically substitute items.

Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), HERMÈS AUSTRALIA PTY LTD accepts no liability for any claims or damages whatsoever, in the event of stock outage or unavailability of products.

HERMÈS AUSTRALIA PTY LTD reserves the right to change at any time and without any previous notice, the items displayed on the Hermes.com Australia website.

### 3. Order Confirmation

Once your order has been transmitted to HERMÈS AUSTRALIA PTY LTD, you will receive an order summary by return email.

The data registered by the Hermes.com Australia website in respect of an order will be conclusive proof of the whole of the transactions conducted between HERMÈS AUSTRALIA PTY LTD and its customers. In the event of a dispute between HERMÈS AUSTRALIA PTY LTD and one of its customers about an order made on the Hermes.com Australia website, the data registered by the Hermes.com Australia website will be conclusive proof of the content of the transaction.

#### **4. Purchase - Price Payment**

The prices of HERMÈS products on the Hermes.com Australia website are indicated in Australian Dollars \$AUD, including Australian GST but excluding shipping costs (see 'Shipping and Delivery'). 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.

HERMÈS AUSTRALIA PTY LTD reserves the right to modify the prices of products offered on the Hermes.com Australia website at any time without prior notice to you. You will be charged the prices displayed on the Hermes.com Australia website at the time your order was confirmed provided the goods ordered were available at this time.

You are required to pay for any order placed on the Hermes.com Australia website immediately on confirmation of your order. We only accept payment by debit, charge or credit card. You cannot use store credits or gift certificates issued by HERMÈS boutiques to purchase items offered on the Hermes.com Australia website.

All orders are payable in Australian Dollars \$AUD. We accept only the following debit, charge and credit cards: MasterCard®, Visa®, Diners Club®, American Express®, JCB®, CUP®. Your order will only be dispatched once we have verified your payment method and received authorization to process your payment. Your debit, charge or credit card will only be debited when your order is 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.

We also accept payment with PayPal® for orders delivered by TNT® Express Delivery, TNT® International Standard Delivery and In Store Collection orders (PayPal® payment is not possible for TNT® Same Day Delivery orders). 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 Hermes.com Australia website. Additional delivery time may be required for orders completed using PayPal®. We are unable to accept PayPal® payment for telephone orders and/or exchanges.

#### **5. Purchase - Reservation of title**

The ordered products remain the property of HERMÈS AUSTRALIA PTY LTD until HERMÈS AUSTRALIA PTY LTD has received the full payment price in cleared funds. In the event that full payment is not received by HERMÈS AUSTRALIA PTY LTD, you undertake to promptly return the received products to HERMÈS AUSTRALIA PTY LTD 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.

For Australian In Store Collection:

You can collect your order made on the Hermes.com Australia website in a HERMÈS boutique. This service is available at the following Australian HERMÈS boutiques: Sydney, Melbourne, Chadstone, Brisbane and Pacific Fair.

#### **6. Shipping and Delivery - Delivery areas**

Goods purchased via the Hermes.com Australia website may only be delivered within Australia and New Zealand.

Any delivery address situated outside Australia and New Zealand will be refused during the ordering procedure. Hermes.com Australia will not process any order for which a post office box, parcel locker, parcel pick-up service etc. delivery address is provided. 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 and Apple Watch Hermès cannot be shipped to New Zealand.

Goods will be shipped to the delivery address specified during the ordering procedure. 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 AUSTRALIA PTY LTD is not responsible for replacement or refund if the information you provided is incorrect.

#### **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 current delivery/shipping charges are:

##### *7.1. Delivery within Australia*

- TNT® Express Delivery: Complimentary shipping for all Hermes.com Australia orders.
- TNT® Same Day Delivery: \$150 AUD for all Hermes.com Australia orders.
- HERMÈS In Store Collection: Complimentary shipping for all Hermes.com Australia orders delivered to an Australian HERMÈS boutique excluding HERMÈS Sydney International Airport.

##### **7.1.a. TNT® Express Delivery**

If your order reaches us before 2pm (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 newsagency) 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.

##### **7.1.b. TNT® Same Day Delivery**

Your order must reach us before 10am (AEST) for delivery to be made on the same day as your order has been processed. Same day delivery is only available to Sydney, Melbourne, Brisbane, Gold Coast, Adelaide & Perth metropolitan areas, delivery may occur outside of business hours (late afternoon/evening). For all other areas delivery will be made by TNT® Express Delivery. This service is not available to all areas, please call Customer Service on 1300 728 807 or 02 9287 3208 for further information. Same day delivery is not available on weekends or public holidays. Please ensure you are available to sign for your order.

### **7.1.c. HERMÈS In Store Collection**

Your order will be available for collection in store within 2 to 4 business days after your order has been processed by Hermes.com Australia. Additional delivery time may be required due to public holidays. Only the card holder can collect the order in store. Current Australian photo identification (for example, an Australian driver's licence) will need to be presented at the time of collection. A current passport is the only form of international photo identification that will be accepted.

The HERMÈS boutique you have selected to have your order delivered to 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.

A third party will not be able to collect the order under any circumstances. In Store Collection is not available for Apple Watch Hermès.

In Store Collection is not available at HERMÈS Sydney International Airport.

### *7.2. Delivery to New Zealand*

TNT® International Standard Delivery: Complimentary shipping for all Hermes.com Australia orders.

### **7.2.a. TNT® International Standard Delivery**

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.

Hermes.com Australia reserves the right to amend above rates without prior notice. You will be charged the shipping charges displayed on the Hermes.com Australia website at the time your order was confirmed, provided the goods ordered were available at this time.

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.

We will inform you of the shipping costs for the shipment method you would have selected in the order summary displayed on the Hermes.com Australia website before you confirm your order. This amount will be payable by you in addition to the price, GST (for orders delivered in Australia) and any other applicable taxes and/or charges (for orders delivered in New Zealand), of the goods ordered.

Our business hours are Monday to Friday, 9:30am to 5:30pm AEST excluding public holidays.

No deliveries will be made on weekends or public holidays in the place of delivery.

Orders placed after 2:00pm 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.

HERMES.COM AUSTRALIA USES REPUTABLE COURIERS FOR THEIR PROMPT AND EFFICIENT SERVICE BUT OCCASIONALLY, DUE TO UNFORESEEN CIRCUMSTANCES, DELAYS MAY OCCUR.

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

During the ordering procedure, we will inform you of the time ordinarily required for delivery and the various forms of delivery available for the goods purchased. However, HERMÈS AUSTRALIA PTY LTD reserves the right to divide your order into part shipments. In this case, your credit card will only be debited for the goods shipped and for a single shipment.

For In Store Collection:

An email will be sent to you when your order is available for collection in store. Your items will be available within 2 to 4 business days after your order has been processed. Overnight delivery is not available for orders delivered to a HERMÈS boutique for collection. Additional delivery time to the store of collection may be required due to public holidays.

To collect your order, please bring along and present the following to a sales consultant:

- the email informing you of the availability of your order (printed out or on the screen of your phone); and
- current photo identification.

You have 10 days to collect your order in store from the receipt of the e-mail informing you of its availability. After this time your order will be returned to Hermes.com Australia. A third party is unable to collect the order on your behalf.

## **9. Delivery problems**

A failure to deliver or late delivery of the goods exceeding 8 business days should be reported to our Customer Service as soon as possible to request a return, exchange or refund according to the terms and conditions contained in the section entitled 'Returns - Exchanges - Refunds'. 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.

### *9.1. Authority to leave*

Please keep in mind that an adult signature is always required when your parcel is delivered.

If you have given us authority to leave your goods, the parcel will be left at the delivery premises without our couriers obtaining a 'proof of delivery'

signature. We do not accept liability for the theft or loss of the parcel left unattended, pursuant to your instructions. If there is nobody home at the delivery address and you have not given us authority to leave the parcel, a calling card will be left with details for collection or re-delivery on it.

### *9.2. Re-direction of parcels*

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 store with photo identification. The HERMÈS boutique or Hermes.com Australia will not be able to deliver or forward your order to an alternate address.

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

Any failure to deliver or late delivery exceeding 8 business days should be reported to our Customer Service as soon as possible. In order for your claim for delivery to be accepted, please notify us of it within a maximum of 15 calendar days from the date of confirmation of your order.

You should check that your shipment is correct on delivery. If there are any discrepancies in your order when the products are delivered to you, you should note the nature of the potential discrepancy (e.g. open package, damaged 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 'Returns - Exchanges - Refunds'.

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

These Terms and Conditions apply to all orders placed on Hermes.com Australia, including orders delivered to a HERMÈS boutique for In Store Collection. For Apple Watch Hermès returns and exchanges please see section 11.4 below.

### *11.1. To Hermes.com Australia*

You are entitled to return any product ordered via the Hermes.com Australia website within a maximum period of 30 days following the date of purchase, subject to the following terms and conditions:

Returns must be sent in their original condition and packaging with all tags, labels and/or barcodes attached to the following address: H.COM SERVICE, LEVEL 4, 52-58 WILLIAM STREET, WOOLLOOMOOLOO NSW 2011. You must enclose the original Hermes.com Australia receipt/tax invoice.

Except where there is a major failure to comply with a consumer guarantee under the Australian Consumer Law, for items received as a gift obtained from the Hermes.com Australia website, you are only entitled to a merchandise exchange.

You must fill in and send the Return Form included with your order specifying whether you wish to exchange the goods returned or require a refund (for refunds shipping charges will not be refunded).

Orders delivered to a HERMÈS boutique for In Store Collection must be returned to Hermes.com Australia by you, the receiver, at your own cost using your own preferred carrier within 30 days following the date of purchase if you would like a refund.

If you exchange goods, the shipping costs for the first delivery will not be refunded. However, you will not be charged for the shipping costs of the second delivery. Only one exchange per item will be honoured.

If you ask for a refund, HERMÈS AUSTRALIA PTY LTD will use commercially reasonable efforts to ensure that any refund will be made within 7 business days of receipt of the goods returned by crediting your debit, charge or credit card used. Please note that while we will use commercially reasonable efforts to process the refund within 7 business days of receipt of the returned item(s), the time for the funds to become available in your account will vary. This can take up to 10 business days. Under no circumstances will it be possible to grant you an electronic credit usable on the Hermes.com Australia website, nor will the website issue a store credit for use in a HERMÈS boutique.

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.

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.

In either case (exchange or refund), the shipping costs incurred in returning any replacement goods to you will be refunded if you were justified in returning the goods because they were not as ordered (e.g. product reference error, damaged goods, etc.).

HERMÈS AUSTRALIA PTY LTD has sole discretion in determining whether the products are in original condition when returned to Hermes.com Australia website.

HERMÈS AUSTRALIA PTY LTD will not be responsible or liable if any item you wish to return to the Hermes.com Australia website is lost, misdirected or delivered late.

We do not currently exchange or allow refunds for goods purchased in HERMÈS boutiques via the Hermes.com Australia website.

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, customised and/or personalised items or Nautilus pens that have been assembled and filled with ink.

### *11.2. To Australian HERMÈS boutiques*

Any HERMÈS product purchased (or received as a gift) from Hermes.com Australia may also be exchanged for a different product or for a store credit at any HERMÈS boutique in Australia (excluding HERMÈS Sydney International Airport) within a maximum period of 30 days following the date of purchase, subject to the following terms and conditions:

Returns must be in their original condition and packaging with all tags, labels and/or barcodes attached.

You must provide the original Hermes.com Australia receipt/tax invoice along with your return.

The Hermes.com Australia shipping/delivery charge will not be refunded when returning (for exchange or store credit) product(s) to a HERMÈS boutique.

HERMÈS boutiques do not offer refunds on any goods purchased on the Hermes.com Australia website, including orders delivered for In Store Collection.

Under no circumstances will it be possible to credit your credit card.

Except where there is a failure to comply with a consumer guarantee under the Australian Consumer Law, we are unable to exchange earrings, undergarments, swimwear, customised and/or personalised items, Nautilus pens or items exclusive to Hermes.com Australia.

### 11.3. To HERMÈS boutiques outside Australia

Any HERMÈS product purchased (or received as a gift) from Hermes.com Australia may also be exchanged for a different product at any HERMÈS boutique (excluding Argentina, Brazil, China, India, Lebanon, Russia, South Korea, Taiwan, Thailand and airport stores) provided that the relevant local legislation allows such exchange, within a maximum period of 30 days following the date of purchase, subject to the following terms and conditions:

Returns must be in their original condition and packaging with all tags, labels and/or barcodes attached.

You must provide the original Hermes.com Australia receipt/tax invoice along with your return.

A store credit cannot be issued, only an item exchange at the time of return. The exchange of all bags and small leather goods purchased in Australia will not be accepted abroad unless the exchange is from the same category. For example, a ready-to-wear item purchased in Australia cannot be exchanged for a handbag. Due to CITES regulation, all exotic skin items are excluded and will not be accepted for exchange even with CITES documentation.

Customised and/or personalised items and special orders will not be accepted for exchange. Apple Watch Hermès purchased in Australia will not be accepted for exchange.

### 11.4. Apple Watch Hermès returns and exchanges

In addition to sections 11.1 and 11.2, the Apple Watch Hermès can be returned to Hermes.com Australia for refund only. The Apple Watch Hermès standalone straps can be returned to Hermes.com Australia for refund or exchange. The Apple Watch Hermès and Apple Watch Hermès standalone straps can be returned to Hermès Sydney, Melbourne, Chadstone (exchange only) with all original packaging. 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 serial number on the Apple Watch Hermès being returned must match the serial number on the original receipt. The Apple Watch Hermès and Apple Watch Hermès straps cannot be returned or exchanged in Hermès Brisbane, Hermès Pacific Fair or Hermès Sydney International Airport stores.

## 12. Disclaimer of Warranty

The exclusion of or limitations to HERMÈS INTERNATIONAL SCA's and HERMÈS AUSTRALIA PTY LTD's liability contained hereunder are made to the full extent permitted by applicable law.

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 SCA and HERMÈS AUSTRALIA PTY LTD to the maximum extent permitted by law.

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.

To the extent permitted by law, HERMÈS INTERNATIONAL SCA's and HERMÈS AUSTRALIA PTY LTD's 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 AUSTRALIA PTY LTD's option, to any one or more of the following:

(a) in the case of goods:

(i) the replacement of the goods or the supply of equivalent goods; or

(b) in the case of services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

HERMÈS INTERNATIONAL and HERMÈS AUSTRALIA PTY LTD do not guarantee or represent that:

- the Hermes.com Australia website is free from viruses, worms, trojan horses or other destructive material;

- the information contained on the Hermes.com Australia website is accurate, complete or up to date.

The Hermes.com Australia website may contain technical inaccuracies or other defects; HERMÈS AUSTRALIA PTY LTD and HERMÈS INTERNATIONAL SCA do not guarantee that any such defects will be corrected.

The Hermes.com Australia website and its contents are provided on an 'as is' and 'as available' basis.

## 13. General

These Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of New South Wales, Australia.

Each party irrevocably submits to the non exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these Terms and Conditions.

If the whole or any part of these Terms and Conditions of Sale are invalid, unenforceable, illegal, void or voidable for any reason, these Terms and Conditions of Sale will be construed and be binding as if the invalid, unenforceable, illegal, void or voidable part had been deleted from them or read down to the extent necessary to overcome the difficulty.

## General Terms and Conditions of Use - Hermes.com Australia website

The Hermes.com Australia website is operated by the HERMÈS group. HERMÈS INTERNATIONAL SCA, the parent of the HERMÈS group, operates the Hermes.com Australia website and has granted HERMÈS AUSTRALIA PTY LTD the right to sell a selection of HERMÈS products over the Internet.

HERMÈS AUSTRALIA PTY LTD is the Australian sales subsidiary of the HERMÈS group and has its principal office at Level 11, 70 Castlereagh Street, Sydney NSW 2000.

The use of the Hermes.com Australia website and the purchase of any products offered on the Hermes.com Australia website is subject to the present terms and conditions ('Terms and Conditions of Use'). The use of the Hermes.com Australia website constitutes your agreement to comply with, and be bound by, these Terms and Conditions of Use and your consent to the handling of your personal information by the Hermes group in accordance with the Privacy Policy for the Hermes.com website ('Privacy Policy'); see 'Security and Personal Data'.

HERMÈS INTERNATIONAL SCA may update these Terms and Conditions of Use and the Privacy Policy at any time. By continuing to use the Hermes.com Australia website following any such change, you agree to comply with and be bound by the Terms and Conditions of Use and consent to the Privacy Policy, each as modified. You can view the most current version of the Terms and Conditions of Use or of the Privacy Policy at any time by clicking on the hyperlink labelled 'Customer Service'. It is your responsibility to read the Terms and Conditions of Use and the Privacy Policy each time you use the Hermes.com Australia website.

## **1. Security and Personal Data**

The Hermes.com Australia Privacy Policy (see 'Privacy Policy') governs the use of any personal information that you agreed to provide to HERMÈS INTERNATIONAL SCA and HERMÈS AUSTRALIA PTY LTD on this website. Hermes Australia Pty Ltd may modify or amend the Privacy Policy at any time as provided in the Privacy Policy.

## **2. Intellectual Property**

All material on the Hermes.com Australia website (trademarks, drawings, designs, illustrations, photographs, sound tracks, written text, logos) is the exclusive property of HERMÈS INTERNATIONAL SCA or any of its subsidiaries. You may not reproduce, by any means or process (except as expressly provided herein), totally or in part, distribute, publish, transmit, create derivative works based on, modify or sell any such material contained on the Hermes.com website.

The 'HERMÈS' trademark, the trademark image of a horse and carriage and all other HERMÈS related marks and logos (including all copyright in them throughout the world), whether or not registered, displayed on the Hermes.com Australia website, as well as the domain name 'Hermes.com,' are and will remain the exclusive property of HERMÈS INTERNATIONAL SCA. Any reproduction, distribution, transmission, modification or use of these trademarks for any purpose without prior, express agreement of HERMÈS INTERNATIONAL SCA is prohibited.

You may not remove any copyright, trademark or other proprietary notice contained on the Hermes.com Australia website or any content contained therein. You may make a single copy of web pages published on the Hermes.com website for your own private, personal and non-commercial use, provided that any copy of such web pages shall retain all copyright and other proprietary notices contained therein.

## **3. Linking**

The Hermes.com Australia website may contain links to third party websites not under the operation or control of HERMÈS AUSTRALIA PTY LTD, or HERMÈS INTERNATIONAL SCA. Such links are provided as a convenience only and cannot, and should not be interpreted as, an express or implied endorsement of such third party websites or any products or services offered thereon. You may only provide a link to the Hermes.com Australia website if expressly authorized in writing by HERMÈS AUSTRALIA PTY LTD or HERMÈS INTERNATIONAL SCA.

## **4. Limitation of Liability**

To the extent permitted by law, and subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), HERMÈS INTERNATIONAL SCA and HERMÈS AUSTRALIA PTY LTD will not be liable to you or any third party for any indirect, incidental special or consequential damages, including, without limitation, loss of profits or other intangible losses, arising out of or in connection with your use or inability to use the Hermes.com Australia website, even if HERMÈS INTERNATIONAL SCA and / or HERMÈS AUSTRALIA PTY LTD has been advised of the possibility of such damages.

## **5. Disclaimer of Warranty**

The exclusion of or limitations to HERMÈS INTERNATIONAL SCA's and HERMÈS AUSTRALIA PTY LTD's liability contained hereunder are made to the full extent permitted by applicable law.

Notwithstanding any other provision of these Terms and Conditions, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms and Conditions by applicable legislation, common law, equity, trade, custom or usage is excluded by HERMÈS INTERNATIONAL SCA and HERMÈS AUSTRALIA PTY LTD to the maximum extent permitted by law.

Nothing in these Terms and Conditions 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.

To the extent permitted by law, HERMÈS INTERNATIONAL SCA's and HERMÈS AUSTRALIA PTY LTD's 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 AUSTRALIA PTY LTD's option, to any one or more of the following:

(a) in the case of goods:

(i) the replacement of the goods or the supply of equivalent goods; or

(b) in the case of services:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

HERMÈS INTERNATIONAL and HERMÈS AUSTRALIA PTY LTD do not guarantee or represent that:

- the Hermes.com Australia website is free from viruses, worms, trojan horses or other destructive material;
- the information contained on the Hermes.com Australia website is accurate, complete or up to date.

The Hermes.com Australia website may contain technical inaccuracies or other defects; HERMÈS AUSTRALIA PTY LTD and HERMÈS INTERNATIONAL SCA do not guarantee that any such defects will be corrected.

The Hermes.com Australia website and its contents are provided on an 'as is' and 'as available' basis.

## **6. General**

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of New South Wales, Australia.

Each party irrevocably submits to the non exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these Terms and Conditions.

If the whole or any part of these Terms and Conditions of Use are invalid, unenforceable, illegal, void or voidable for any reason, these Terms and Conditions of Use will be construed and be binding as if the invalid, unenforceable, illegal, void or voidable part had been deleted from them or read down to the extent necessary to overcome the difficulty.