

BELGIUM – LEGAL

General Terms and Conditions of Sale and Use

Hermes.com website – March 2018

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

General Terms and Conditions of Sale

1. Seller's Identification

These General Terms and Conditions of Sale are those of HERMÈS SELLIER, a French *société par actions simplifiée* with a stated capital of €4,976,000, having its registered office at 24 rue du Faubourg Saint Honoré – 75008 Paris – France, registered with Paris Trade and Companies Registry under number 696 520 410. Its Siret number is 696 520 410 00023 and its EU VAT number BE 0832669576. Its phone number is as follows: +33 (0)1 40 17 47 17.

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

The purchase of products offered on the www.Hermes.com website (hereinafter the “Site”) is subject to these general terms and conditions of sale for the Site (hereinafter the “General Terms and Conditions of Sale”). Hermès Products are exclusively intended to be sold to end consumers, natural persons (over the age of 18) or legal entities, to the exclusion of all resellers and intermediaries acting on behalf of resellers. Consequently, the customer affirms that it is acting as the end consumer and does not intend to sell the Hermès Products for commercial purposes.

HERMÈS SELLIER may update these General Terms and Conditions of Sale at any time. **You can view the applicable version of the General Terms and Conditions of Sale by clicking on the “Contact us” link.** The General Terms and Conditions of Sale applicable at the time of entering into the contract of sale are those which are binding on you.

In addition, for each purchase of Products on the Site, you will be requested to confirm your acceptance of the current General Terms and Conditions of Sale applicable on the date on which you place your order. The said general terms and conditions may be viewed prior to and at the time when you are prompted to confirm that you accept them. To indicate your acceptance, you will need to tick the box “I have read and accepted the General Terms and Conditions of Sale and Use as well as the Privacy Policy of the Hermes.com website”.

3. Ordering Methods

The Site may be used to order a selection of Hermès brand products (hereinafter the “Product(s)”) from HERMÈS SELLIER, directly online via the Internet for delivery to the UK, Mainland France (including the Island of Corsica), Monaco, Germany, Belgium, Luxembourg, the Netherlands (excluding the Netherlands Antilles and Aruba), Spain (excluding the Canary Islands), Portugal (excluding the Azores Islands and Madeira), Italy, Ireland, Austria, the Czech Republic, Finland, Denmark, Sweden and Poland (see section “8.1 Delivery and Collection Area” below).

You may also place your order by phone on +32 (0)2 402 14 74, from Monday to Friday (except public holidays), from 10:30 a.m. to 18:30 p.m. and Saturday from 10 a.m. to 6 p.m.

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, or the adaptation or customisation of a product from the Hermès collections, and the manufacturing of the latter by HERMÈS SELLIER. The General 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 “[Contact us](#)” link or by phone on +32 (0)2 402 14 74, from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m., and Saturday from 10:00 a.m. to 6:00 p.m.

4. Availability of Products

Our Product offers and prices are valid as long as they remain visible on the Site, subject to availability. Exceptionally, errors or changes may exist, 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 of ordering an alternative Product from the Site or to cancel your order.

HERMÈS SELLIER shall not be liable if Products are out of stock or unavailable for orders that have not yet been accepted by HERMÈS SELLIER.

HERMÈS SELLIER reserves the right to change the Products offered on the Site at any time and without any prior notice. In order to improve service quality and ensure greater availability of our Products for all customers of the Site, HERMÈS SELLIER reserves the right to limit the quantity of Products that can be purchased by a client, in accordance with the applicable provisions.

5. Ordering Procedure

5.1. Selecting Products

You may at any time add Products to your selection by clicking on “Purchase” and choose to complete your order or continue shopping.

You may view your selection by hovering over it or by clicking on “your cart” in the menu on the top right hand side, where photograph(s) of the Product(s), colour(s) and reference number(s), the quantity selected, unit price(s) and the subtotal for the selection will be displayed. You can also choose the country of delivery and your preferred shipping method in order to calculate the shipping costs and as a result the total amount payable. The delivery area and shipping costs may however be changed at a later stage if you wish, and the total amount will be recalculated accordingly.

5.2. Login

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

If you already have a customer account, you will be required to log in and enter your password at this stage.

If you do not yet have an account, you will be prompted to create one by confirming your email address and subsequently creating a password at the “Payment” stage. If using the mobile version of the Site, you will be asked to enter this information when logging in. Your login and passwords are strictly for personal use. Consequently you undertake to store them safely and never disclose them to third parties. HERMÈS SELLIER shall under no circumstances be held liable for any loss, theft or fraudulent use of your customer account; you undertake to inform HERMÈS SELLIER immediately in such an event.

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

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

Without prejudice to any other means of proof from which the final consumers who are private individuals benefit, the data recorded by the Site constitutes proof of all the transactions made between HERMÈS SELLIER and its customers. In the event of a dispute between HERMÈS SELLIER and one of its customers about a transaction made on the Site, the data recorded by HERMÈS SELLIER will be considered as irrefutable proof of the content of the transaction.

You may at any time deactivate your account by sending an email to the Customer Service by clicking on the “[Contact us](#)” link.

After your account has been deactivated, you are free to create a new one at any time.

5.3. Order confirmation

5.3.a) Confirmation of shipping method

You will be required to confirm the shipping method and to enter the delivery details needed to ship your order successfully: shipping country, title, first name, surname, telephone, 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 article “8.1 Delivery and Collection Area” below).

When confirming the shipping method, you will have the option, for a gift order, to include a cover card and a gift receipt.

Once you have completed this step, click “confirm”.

5.3.b) Confirmation of payment method and payment of order

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.

At the end of the ordering procedure described above, once you have accepted in their entirety the General Terms and Conditions of Sale and Use herein and the Privacy Policy for the Site, click the “Confirm and pay” button.

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 SELLIER 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.

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

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

HERMÈS SELLIER reserves the right to not to accept any order placed by a customer with whom it has a dispute concerning a prior order, or if HERMÈS SELLIER has reasonable cause to suspect that such customer has violated these General Terms and Conditions of Sale or is engaged in any fraudulent activity, or on any other legitimate grounds. In such circumstances, we will inform you thereof by email or telephone within a period of ten (10) days following the placement of the order.

5.3.c) Confirming the order

You will subsequently receive an order summary by email. The acknowledgement of receipt will mention the total amount of the order, details of the shipping cost and delivery time, the essential characteristics, the quantity and the price of the Products purchased, the existence of the right of withdrawal and the terms and conditions for exercising such right for end consumers who are private individuals.

We advise you to keep this acknowledgement of receipt as a hard copy or in an electronic format. In accordance with applicable French law, when an order concerns an amount equal to or greater than 120 Euros, HERMÈS SELLIER shall retain the document that embodies the contract entered into electronically between HERMÈS SELLIER and a customer for a period starting from the entering into the contract until the date of delivery of the product and for a period of ten years from this date. **You may then access this document at any time upon request to the Customer Service by phone on + 32 (0)2 402 14 74, from Monday to Friday (excluding public holidays), from 10:30 a.m. to 6:30 p.m. and Saturday, 10 a.m. to 6 p.m., or by email, by clicking on the "Contact us" hyperlink, and upon proof of your identity.**

6. Price - Methods of Payment accepted

6.1. Price

The prices of the Products are in Euros, inclusive of all taxes. Except in the cases of reimbursement issued i) within the context of exercising the right of withdrawal or ii) due to lack of conformity and hidden defects or (iii) in the case of non-respect of the delivery due date, HERMÈS SELLIER will not reimburse the VAT applied on the purchases made on the Site.

HERMÈS SELLIER reserves the right to change the prices of the Products on the Site at any time and without any prior notice. Products are invoiced on the basis of prices posted on the Site at the time of your order, subject to the availability of the Products ordered at this time.

All orders are payable in Euros and must be paid for immediately at the time of ordering. If any of the ordered Products are unavailable (see Article "4 Product Availability" below),

only the price and the shipping costs of the available Products will be charged.

6.2. Methods of Payment accepted

6.2.a) Payment by credit card or debit card

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

6.2.b) Payment by Paypal

We accept payments made through Paypal (except for telephone orders).

When you complete your order, if you choose the Paypal payment option, you will be automatically redirected to the Paypal platform. You will then have to log in to your Paypal account. If you do not have a PayPal account, you can create one on this occasion. After confirming your order with Paypal, you will be redirected to the confirmation page of Hermes.com.

The payment of an exchange order is subject to the conditions of Article 11.1.f) below.

6.2.c) Store credit

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

7. Title retention

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

However, you assume the risks (in particular regarding loss, theft or damage) relating to the delivered Products from the moment when:

(i) for end consumers who are private individuals: you, or a third party other than the carrier that you have appointed, physically takes possession of the Products;

(ii) for end consumers who are legal entities: the Products are delivered to the address indicated on placing the order.

8. Shipping Methods and In-Store Collection

8.1. Delivery and Collection Area

8.1.a) Delivery to a postal address

Products purchased on the site can be shipped only to the United Kingdom (excluding the Channel Islands), continental France including Corsica (excluding Guadeloupe, Martinique, French Guiana, Reunion, Mayotte, New Caledonia, and the French Southern and Antarctic Lands), the Principality of Monaco, Germany (excluding Heligoland and Büsingen), Belgium, Luxembourg, the Netherlands (excluding the Netherlands Antilles and Aruba), Spain (excluding the Canary Islands, Ceuta, and Melilla), Portugal (excluding the Azores and Madeira), Italy (excluding Livigno, Campione d'Italia, and the national waters of Lake Lugano), Ireland, Austria, Czech Republic, Finland (excluding the Aland Islands), Denmark, Sweden and Poland (hereinafter the "Delivery Area"). Orders cannot be placed for delivery addresses situated outside this Delivery Area. Notably for security reasons, HERMÈS SELLIER shall not process any order for which a general delivery address, a P.O. Box, or a Cedex address has been provided. The Products will be shipped to the delivery address specified when placing your order.

8.1.b) Collection in a Hermès store

You may choose to collect the items you have ordered on the Site from a store. This service, complimentary to customers of the Site, is currently only available in selected stores. When placing your order, you can check whether the delivery country selected is eligible for in-store collection.

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

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

8.2. Shipping Costs

Shipping costs are calculated on the basis of the Products selected, the total value of your order, and the shipping method selected.

Shipping is free on all Chronopost/Fedex Express orders).

Shipping costs will be calculated on the basis of the total value of the order such as:

Order total	Chronopost / Fedex Express	Courier within Paris proper
From €0 to €100 not included	Free	€30
From €100 to €500 included	Free	€30
From > €500 to €1000 included	Free	€40
> €1000 (excluding bags and luggage)	Free	€50
>1000 (with at least one bag or one item of luggage)	Free	€60

Postage and packaging for the purchase of a "Le Flâneur" bike amounts to €150. The carrier used for delivery is WE.

For furniture a delivery fee amounting to 6% of the retail sub-total of the order with a cap of €5000 will be charged on shipment.

8.3. Time required for Delivery and Collection

Without prejudice to articles 4 and 5.3.b, the following delivery times run from the **validation of your order**.

8.3.a) Delivery to a postal address

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

8.3.b) Delivery to France and Monaco

Courier (for orders to be delivered in Paris proper):

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

Chronopost Express:

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

Delivery to Corsica: three (3) business days following validation of your order.

8.3.c) Delivery to the United Kingdom

Fedex Express:

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

For delivery to the Scilly Isles: three (3) business days following your order.

For delivery to the Orkney islands: four (4) business days following your order.

For delivery to the Hebrides islands: five (5) business days following your order.

For delivery to the Shetland Islands: six (6) business days following your order.

8.3.d) Delivery to Germany, Belgium, Luxembourg, the Netherlands, Spain, Portugal, Italy, Ireland, Austria, the Czech Republic, Denmark, Sweden, Finland and Poland

Fedex Express:

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

However HERMÈS SELLIER reserves the right to divide your order into several shipments according to Product availability. In this case you will be informed by email and your credit or debit card or payment shall then be charged accordingly to correspond to the price of Products actually shipped. The shipping costs shall only be charged for a single shipment in accordance with the information contained in your order summary.

8.4.b) In-store Collection

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

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

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

For collection from a Hermès store which is not located in France, your Products will be available within:

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

Please note that for any in-store collection at the Hermès Royal Exchange in London, your Products will be available within three (3) to five (5) business days, for any order made and confirmed before two o'clock in the afternoon (2 p.m.) on a business day.

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

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

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

- the email informing you of the availability of your order, that you have previously sent to him/her;
- and his/her valid proof of identity.

You have three (3) weeks to collect your order from the receipt of the email informing you of its availability in store.

Please note that the delivery of the "Le Flâneur" bike will require two (2) to four (4) business days from the confirmation of your order by email by our Customer Service.

The in-store collection service is not available for this Product.

If you are returning an item, our Customer Service will directly facilitate the recovery of the bike by our carrier, however it must be in perfect condition within its original packaging.

For any questions, please contact our Customer Service.

9. Delivery Problems

Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated above ("8.3 Time Required for Delivery and Collection") must be reported to our Customer Service as soon as possible.

Unless you are an end customer who is a private individual, no claims made thirty (30) calendar days after the date of validation of your order will be taken into account.

In the event of failure to adhere to the delivery time, you can either propose a reasonable additional period in which to deliver the Products ordered, or else cancel the order by email or by registered post to the following address:

Hermès Sellier / Hermes.com
24, rue du Faubourg Saint-Honoré
75008 Paris
France

In the event of cancellation of the order, HERMÈS SELLIER 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 article 10 below "Right of withdrawal - Returns, Exchanges and Refunds".

Without prejudice to the provisions of article 12 "Legal Warranties and Commercial Warranty", you must 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.), you should handwrite any reservations, if possible on the delivery note, and sign it.

You must then contact the Customer Service by email by clicking on the "[Contact us](#)" hyperlink or by phone on + 32 (0)2 402 14 74, from Monday to Friday (except public holidays), from 10:30 a.m. to 6:30 p.m. and Saturday, 10 a.m. to 6 p.m.. Except if you are an end consumer who is a private individual, and If the goods do not satisfy you, you may return them or ask for an exchange or a refund according to the conditions specified in article "10. Right of withdrawal - Returns, Exchanges and Refunds".

10. Right of withdrawal -

10.1. Right of withdrawal and withdrawal period

As a consumer you have a legal right of withdrawal of your order that you can exercise under the conditions set down by articles 47 to 51 of Volume VI of the Code of Economic Law, if you fulfill the conditions specified by these provisions, without having to provide reasons and without having to pay any penalties.

The general refund policy of HERMÈS SELLIER allows you to withdraw within thirty (30) days from the date of delivery of the Products, without having to provide reasons and without having to pay any penalties. Beyond this time, you will no longer be able to exercise your right of withdrawal. If several Products are ordered in a single order and delivered separately, the period of thirty (30) days is calculated from the date of delivery of the last Product.

10.2. Procedure for exercising your right of withdrawal

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

You may also, within the 30-day withdrawal period indicated above, complete the notification of withdrawal attached to these General Terms and Conditions of Sale or send any other form of notification that clearly states your wish to withdraw to the following address:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

10.3. Restrictions on the right of withdrawal

The Products must be returned in the same condition as they were delivered, together with their original or copy of the purchase invoice. You must consequently ensure that the Products are intact and complete, that they have never been used, worn or damaged in any manner whatsoever, and that they are returned in their original packaging (the orange box and if possible the shipping carton) and bearing all the labels that they had at the time of delivery. We will check the packaging and the condition of each returned Product, the substantial integrity of the Products being an essential condition of exercise of the right of withdrawal.

HERMÈS SELLIER reserves the right to refuse the return of Products which have been damaged, deteriorated, stained or which are in a condition that clearly shows that they have been used for purposes other than the controls which are strictly necessary for the evaluation of the nature and characteristics of the purchased Product.

In the event that the return of the Product is refused, we will inform you of this by email and we will not credit you for the amount paid for the Product in question.

Please note that pursuant to article 53 of Volume VI of the Code of Economic Law, and for health and safety reasons, your right of withdrawal may not be exercised for orders of fragrances once the seals on the Products have been opened after delivery.

10.4. Consequence of the right of withdrawal

In exercising the right of withdrawal or in the case of non-conformity of the Product, you may return the purchased Product(s) by requesting an exchange or refund according to the conditions indicated in article "11. Procedure for Returns, Exchanges, and Refunds" below.

11. Procedure for Returns, Exchanges, and Refunds

11.1. Returns to the Hermes.com Site

11.1.a) Procedure for return free of charge

When exercising your right of withdrawal, Products must be returned in their original condition and packaging according to the conditions specified in the above article (10.3 "Restrictions on the right of withdrawal").

Returning a product for exchange or refund is free of charge. In order to do this, you must return the Products to us via our carrier, within a maximum of thirty (30) days of your notification of withdrawal, by using our system of pre-paid return labels. Log in to your customer account and click on "return or exchange items" in the "Your orders" section.

Follow the instructions which will allow you:

- to choose the Products to return as well as the reason for the return;
- to choose your shipment method (drop-off at the Post Office for orders delivered within France and Monaco 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 (please refer to article 11.1 below "Special Products ordered on the Site" to consult the Products not eligible for the pre-paid return label system).

If you are unable or do not wish to use the pre-paid return label service, please contact our Customer Service which will record your return request. You can then return your parcel to the following address within a maximum of thirty (30) days:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

In this case, we advise you to take out the insurance offered by your carrier. HERMÈS SELLIER will not be liable if any Product you wish to return to the Site is lost, sent to the wrong address or delivered late insofar as you must bear the risks of the shipment method you have chosen and initiated.

HERMÈS SELLIER undertakes to reimburse you the standard shipping costs including parcel tracking. To avail of this please enclose with your return package the delivery invoice stating the parcel tracking number.

In the event of an exchange, the standard shipping costs for the first shipment will be refunded to you and you will be charged for the costs of the second shipment on the basis of the shipping method selected. Please note that HERMÈS SELLIER is not obliged to reimburse additional costs in the event that you have expressly chosen a delivery method which differs from the standard delivery method offered by HERMÈS SELLIER under the above article (8.1 "Shipping Costs").

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

We do not currently offer the option of exchange or refund via the Site for Products purchased in Hermès stores.

11.1.b) Exchange

When requesting an exchange, please indicate in the allocated field the Product(s) you wish to receive in exchange for your order. Should you wish that the chosen product(s) be held for you, please contact our Customer Service.

If the amount of the Product(s) selected in replacement is greater than the amount of the Product(s) returned, you will have to pay the price difference in accordance with these General Terms and Conditions of Sale.

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

In the event of an exchange, the standard shipping costs for the first shipment will be refunded but you will be charged for the costs of the second shipment on the basis of the shipping method selected.

Please note that the product(s) will be exchanged within seventy-two (72) business hours of receipt.

11.1.c) Refund

If a refund has been requested, the product(s) will be refunded within seventy-two (72) business hours of receipt of the Product(s) or until you have provided proof that the Product(s) has/have been shipped, the date selected being the first of these events. You will be sent a confirmation email. The refund, including the standard 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.

Nevertheless please note that your bank may take up to ten (10) business days to issue a refund to your card, depending on processing times. This may vary among card issuers; we have no control over this process or the corresponding processing times.

11.1.d) Gifts ordered on the Hermes.com Site

Third-party recipients of gifts ordered on the Site may only exchange the Products via the procedure for return to the Site.

Consequently only the customer having purchased the gift may ask for a refund in the context of the right of withdrawal (insofar as it is only possible to recredit the bank account of the person having ordered the product).

Otherwise, only an exchange for a Product of an equivalent or greater value (the difference in price must be paid by the recipient of the gift) is possible. The third-party recipient should contact our Customer Service which will log the exchange and issue the pre-paid return label by email. If the third party beneficiary cannot or does not wish to use the prepaid return label service, the third party beneficiary should return the Product according to the return procedure mentioned in the above article "11.1.a) Procedure for return free of charge".

11.1.e) Special Products ordered on the Site

11.e) (i) Special return procedure applicable to watches and jewellery dispatched from Italy and fragrances

A special return procedure applies when returning fragrances and when returning watches and jewellery dispatched from Italy. The pre-paid return label service is not available for this category of Products.

You must first submit via your customer account a notification of withdrawal or lack of conformity for the purposes of exchange or refund. You may then, at your own expense, return the parcel to the following address:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

In this case, we advise you to take out the insurance offered by your carrier. HERMÈS SELLIER will not be liable if any Product you wish to return to the Site is lost, sent to the wrong address or delivered late insofar as you must bear the risks of the shipment method you have chosen and initiated.

HERMÈS SELLIER undertakes to reimburse you the standard shipping costs including parcel tracking. To avail of this please enclose with your return parcel the delivery invoice stating the parcel tracking number.

) Conditions for returning fragrances

The fragrances must not have been opened and must be returned in their original packaging (in its transparent film). 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 the case, please contact our Customer Service on + 32 (0)2 402 14 74, from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. and Saturday, 10 a.m. to 6 p.m., or by email via the "Contact us" page.

11.1.e) (ii) Conditions for returning belt kits

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

11.1.e) (iii) Conditions for returning Apple Watches: The Hermès Apple Watch must be returned in its original packaging and must not have been paired or synchronised with another electronic device. The serial number of the returned Hermès Apple Watch must be the same as that on the original invoice.

The Hermès Apple Watch must be returned in the same country as the delivery address and in a Hermès Apple Watch retail store. Please find attached the list of retailers via the following link www.hermes.com/applewatchhermes

11.1.f) 11.1.f) Returns & exchanges for PayPal orders

If you ask for an exchange for an order completed with PayPal, your credit card details will be required if the amount of the new exchange order is higher than the initial order, any additional amount owing can only be paid by credit or debit 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 of an order completed with PayPal, your PayPal account will be credited the original purchase amount.

11.2. Returns to Hermès stores

11.2.a) For Products delivered to a postal address

Any Product purchased, or received as a gift, from the Site may be exchanged or converted into a store credit valid for one (1) year in specific Hermès stores within thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

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

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

To ask for a refund for a Product purchased on the Site, by exercising your right of withdrawal, you must proceed as described above in the preceding paragraph "11.1. Returns to the Hermès.com Site".

11.2.b) For Products collected in store

When collecting your items in-store, you may ask the salesperson who is dealing with your order for:

- an exchange or a store credit which is valid for one (1) year;
- a refund (except if the order was received as a gift). The store will take charge of returning your items to Hermes.com, which will issue the refund within fourteen (14) days. The refund will be issued by the same method of payment used to place your order.

We expressly draw your attention to the fact that, for tax reasons, no exchange or store credit will be possible in any Hermès store located in Italy. In such cases you must proceed as described above in the preceding paragraph "11.1. Returns to the Hermès.com Site".

12. 2. Legal and commercial warranties

12.1. Legal warranties

HERMÈS SELLIER is liable for the non-conformity of Products sold to consumers who are private individuals, as well as for all hidden defects, pursuant to articles 1641 to 1649 and 1649 (1) to 1649 (8) of the Belgian Civil Code, independently of any commercial warranty indicated below in article "12.2. Commercial warranty".

- Legal warranty of conformity:

HERMÈS SELLIER will deliver to you a Product that is consistent with the sales contract and free from any defects upon delivery of Product, in that the Product will be fit for the use normally expected of a similar product and will present the characteristics outlined at the time of the sale. HERMÈS SELLIER is also accountable for any defects resulting from the packaging, assembly

instructions or the installation when this was assigned to it by the contract was carried out under its responsibility. HERMÈS SELLIER shall be liable for any non-conformity existing at the time of delivery of the Product and which becomes apparent within a period of two (2) years from the delivery. At the time of delivery, you are obliged to check the Product in order to ensure that it conforms to the Product ordered and to indicate, if possible on the delivery note, any defects observed in the form of hand-written reserves accompanied by your signature. In the event of a non-conformity, you shall inform HERMÈS SELLIER of the existence of such a fault within a period of two (2) months from the day on which you observed the non-conformity. Any action for a non-conformity must be brought within a period of one (1) year from the day on which the non-conformity was detected, but this period may not expire before the end of the above-mentioned period of two (2) years. Unless proven otherwise, any non-conformity which becomes apparent within a period of six (6) months from the delivery of the Product is presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the product or the nature of the non-conformity.

You can choose between the repair and replacement of the Product unless one of these choices is disproportionate or impossible. If it is not possible to repair or replace the Product or if this cannot be carried out without a major inconvenience for you or if this proves to be impossible within a reasonable period, you can be refunded for the price paid and return or keep the Product and have a portion of the price refunded to you, unless the non-conformity is minor. The return, replacement or refund of the Product will be at no cost to you and does not preclude the possible allocation of damages in the event that you may be entitled to these. The legal warranty of conformity as stated in this article shall only apply in the context of the purchase of Products by end consumers who are private individuals; this is independent of the commercial warranty indicated in article “12.2. Commercial warranty” below.

- Legal warranty for hidden defects:

HERMÈS SELLIER shall supply you with a Product free of hidden defects which would render it unfit for the normal use for which it is intended, or which diminish the use thereof to such an extent, that you would not have acquired the product, or would only have paid a lesser price, had you known this. This warranty only applies on condition that you submit your request within a period of two (2) years from the discovery of the defect.

In the event of a hidden defect, you will have the choice of returning the Product and to be refunded for the price and costs incurred by the sale or to keep the Product and to be refunded for part of the price. In all cases, you must prove that you fulfil the warranty conditions. The Product return, replacement or refund shall not preclude the possible allocation of damages in the event that you may be entitled to these.

In order to notify the existence of a non-conformity or hidden defect and to have implemented one of the channels mentioned above, please contact our Customer Service by clicking on the “[Contact us](#)” link or by phone on +32 (0)2 402 14 74, from Monday to Friday (except public holidays), from 10:30 a.m. to 18:30 p.m. and Saturday from 10:00 to 18:00. In such circumstances you should return the Product to us at the following address:

H.com
Service Retour
24, rue du Faubourg Saint-Honoré
75008 Paris
France

12.2. Commercial Warranty

Some Products sold on the Site also come with a commercial warranty in addition to the legal warranties stipulated in the preceding article. The content and terms of implementation for this commercial warranty are available on the Site in the “[Contact us](#)” tab before purchasing any Product affected by this warranty.

13. After-sales service and availability of replacement parts

An after-sales service is provided for any product that is technically repairable. For any repairs, please contact our Customer Service. HERMÈS SELLIER cannot guarantee a period of availability for replacement parts required for the use of Products. Nevertheless, HERMÈS SELLIER will do its utmost to satisfy its Customers in the event that one or more parts is requested.

14. Limitation of Liability

HERMÈS SELLIER may under no circumstance be held liable for any damages which do not arise from a failure on the part of HERMÈS SELLIER to meet one of its obligations. Notwithstanding the above, no component of these General Terms and Conditions of Sale may be interpreted as limiting or excluding the liability of HERMÈS SELLIER:

- (i) in the event of fraud or deceit where the end consumer is a legal entity; or
- (ii) in the event that the end consumer is a private individual, (a) in the case of fraud or deceit by agents or representatives of HERMÈS SELLIER, or, subject to a case of force majeure, owing to the non-execution of an obligation comprising one of the main services of the contract, as well as (b) in the case of death or personal injury caused to the consumer and resulting from an act or omission by HERMÈS SELLIER.

15. Governing Law – Disputes

These General Terms and Conditions of Sale are governed and construed in accordance with French law. However, in accordance with Regulation EC 593/2008 of 17 June 2008, these General Terms and Conditions shall not preclude compliance on the part of HERMÈS SELLIER with a provision that is more favourable to the customer, and which shall apply in full by agreement, under the law where the customer has their habitual residence.

In the event of a dispute related to an order, if you are an end consumer who is a private individual, you shall have the possibility of resorting free of charge to conventional mediation proceedings or any other alternative dispute settlement method. You may also, if you so desire, make use of the EU Online Dispute Resolution platform pursuant to article 14 of the Regulation (EU) 524/2013. This platform is accessible at the following address: <https://webgate.ec.europa.eu/odr/>. The use of mediation is an alternative mechanism which does not constitute a condition precedent for the exercising of legal action.

These General Terms and Conditions of Use are compiled in French. Notwithstanding the above, in the event of a dispute, pursuant to regulation 44/2001 of 22 December 2000:

(i) if you are an end consumer who is a private individual, you may file a claim either before the court where you are domiciled, or before the French courts, whereas HERMÈS SELLIER may file a claim before the court where you are domiciled;

(ii) if you are an end consumer who is a legal entity, the Paris courts shall be exclusively competent.

APPENDIX: MODEL WITH WITHDRAWAL FORM

APPENDIX MODEL WITH WITHDRAWAL FORM

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

For the attention of: H.com - Service Retours - 24, rue du Faubourg Saint-Honoré - 75008 Paris – France.

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

- Name (s) and reference (s) of the product(s):
- Ordered on:
- Received on:
- Order no.:

Name of the customer at the origin of the order:

Address of the customer at the origin of the order:

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

Date: