

NORWAY

– LEGAL

General Terms and Conditions of Sale

Hermès.com - March 2018

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

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 EUR 4 976 000, having its registered office at 24 rue du Faubourg Saint Honoré – 75008 Paris – France, registered with the Paris Trade and Companies Registry under number 696 520 410. Its Siret number is 696 520 410 00023 and its EU VAT number is FR 46 696 520 410. 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 any Products offered on the www.Hermès.com website (hereafter known as the “Site”) is subject to these terms and conditions of sale for the Site (“Terms and Conditions of Sale”). Hermès Products are exclusively intended to be sold to end consumers, natural persons or corporations, with the exclusion of all resellers or intermediaries acting on behalf of resellers. Consequently, the customer affirms that it is acting as the end consumer and does not intend to resell the Hermès Products for commercial purposes.

HERMÈS SELLIER may update these Terms and Conditions of Sale at any time. You can view the applicable version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labelled "[Contact us](#)". The 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 Terms and Conditions of Sale applicable at the date of your order. The said terms and conditions may be viewed prior to and at the moment when you are prompted to confirm that you accept them. To indicate your acceptance, you will need to check the box “I have read and accept the General Terms and Conditions of Sale and Use of the Hermès.com website, as well as the Privacy Policy.”

3. Ordering Methods

The Site may be used to order a selection of Hermès brand products (hereafter the “Product(s)”) from HERMÈS SELLIER, directly online via the Internet for delivery to Norway.

You may also place your order by phone at 00 800 4112 2000 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm.

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, a bespoke product or is no longer in the Hermès collection, or the adaptation or customization of a product from Hermès collections, and the manufacturing of the latter by HERMÈS SELLIER. These Terms and Conditions of Sale therefore do not apply to special orders. For any special orders, please contact our Customer Service by clicking on the "[Contact us](#)" hyperlink or by phone at 00 800 4112 2000 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm.

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 be made, especially in cases of simultaneous orders of the same Product by several customers. If a Product is unavailable after ordering, we will inform you of such unavailability by email or by phone as soon as possible. You will then be presented with the choice to order an alternative Product from the Site or to cancel your order.

HERMÈS 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 number of Products which can be purchased per customer, in accordance with relevant applicable provisions and, in particular, with Article L121-11 of the French Consumer Code.

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 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 password 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 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.

The data recorded by the Site constitutes proof of all 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 have your account deactivated at any time by sending an email to the Customer Service by clicking on the "[Contact us](#)" hyperlink. 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: title, surname, first name, phone number, delivery address (or the store in which you intend to collect your order, if this service is offered by stores in the selected shipping country - see the section "8.1 Delivery" 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 Terms and Conditions of Sale and Use herein and the Privacy Policy for the Site, click the "Confirm and pay" button. The contract of sale is definitively formed at this point.

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 the 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 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 Terms and Conditions, or is engaged in any fraudulent activity, or on any other legitimate grounds.

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 and of the Products purchased.

We advise you to keep this acknowledgement of receipt as a hard copy or in an electronic format.

In accordance with Article L213-1 of the French Consumer Code, 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 of the contract until the date of delivery of the product and for a period of ten years from this date (in accordance with decree 2005-137 of 16 February 2005). You may access this document at any time upon request to the Customer Service by phone at 00 800 41 12 2000 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm, 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 NOK, inclusive of 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, HERMÈS SELLIER will not reimburse the VAT applied on the purchases made on the Site (even in the event where the buyer, after receipt of the Products, re-exports them to a country located outside the European Union).

HERMÈS SELLIER reserves the rights to amend the prices of the Products on the Site at any time and without any prior notice.

Products are invoiced on the basis of a price list 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 NOK and must be paid for immediately at the time of ordering. If any of the ordered Products are unavailable (see Section 4 "Product Availability"), 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®. Payments by debit card are authenticated and secured thanks to the 3D Secure system. This system is also known under the names of "Verified by Visa®", "MasterCard® SecureCode" or "American Express SafeKey®". During payment, the bank asks the Internet user for his/her personal information in order to check the identity of the card holder and to validate the transaction.

How to pay with 3D Secure on Hermes.com:

After validation of your banking details (card number, expiry date and card verification number), a new page will be displayed on which you have to enter the personal information requested by your bank. This information can be:

- the answer to a personal question;
- a password you have previously chosen;
- a code sent by SMS;
- your date of birth...

Once the 3D Secure code is entered and validated by your bank, your order is complete. You will then receive a confirmation email. Authentication is specific to each bank. For any questions concerning your 3D Secure code, please contact your bank directly. Your order will only be dispatched after your payment method has been verified and upon receipt of your card's debit authorisation. Your account will only be charged when the Products are dispatched.

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 for 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 they are delivered to the address specified when placing your order.

8. Shipping Methods

8.1. Delivery

Products purchased via the Site may only be delivered within Norway. 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.

The store pick-up service is not available for the Le Flâneur bicycle, wallpapers 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 orders. (Fedex Express)

Postage and packaging for the purchase of a "Le Flâneur" bike amounts to NOK1380. The carrier used for delivery is WES.

For furniture a delivery fee of 6% of the retail subtotal of the order with a cap of NOK48000 will be charged upon shipment of your order.

8.3. Time Required for Delivery

The delivery times below are counted from the time of **approval 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 country of delivery. The price of shipping will be due in addition to the price of the purchased Products.

8.3.b) Delivery to Norway

Fedex Express:

- two (2) business days for all orders placed and validated before 2 p.m. (GMT+1) on a business day,
- three (3) business days for all orders placed and validated after 2 p.m. (GMT+1) on a business day.

Chronopost - Classic:

Any order including perfume will require 7 working days for delivery.

However, HERMÈS SELLIER reserves the right to divide your order into several shipments. Your credit or debit card 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.

9. Delivery Problems

Any failure to deliver, late delivery, unavailability or delay in availability of your Products in store, exceeding the delivery times stated in Section 8.3 must be reported to our Customer Service as soon as possible. No claims notified to us more than thirty (30) calendar days from the date of confirmation of your order will be taken into account.

In the event of failure to adhere to the delivery time, you can 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

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 Section 10 below.

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 must 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 at 00 800 4112 2000 from Monday to Friday (except French public holidays), from 10:30 a.m. to 6:30 p.m. (GMT+1) and Saturday, 10am to 6pm. If the goods do not conform to your order or you are not satisfied with them, you may return them or ask for an exchange or a refund pursuant to the terms and conditions set forth in section "10. Right of Withdrawal – Returns, Exchanges and Refunds".

10. Right of Withdrawal – Returns, Exchanges and Refunds

10.1. Right of withdrawal and withdrawal period

You have a legal right of withdrawal of your order, which you may exercise under the conditions provided for in Articles L221-18 and L221-20 of the French Consumer Code, if you meet the conditions set down 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.

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 email confirmation of your withdrawal.

You may also, within the 30-day withdrawal period indicated above, send to the following address any other form of notification that clearly states your wish to withdraw:

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

10.3. Restrictions on the right of withdrawal

Pursuant to Article L221-28 of the French Consumer Code, for health and safety reasons you may not exercise your right of withdrawal on orders of fragrances once the seals on the Products have been opened after delivery.

10.4. Consequence of the right of withdrawal

In the event the product does not comply with your order or in the context of your right of withdrawal, you may ask for an exchange or refund of the Product(s) purchased under the conditions set out in Section 11 below.

11. Procedure for Returns, Exchanges and Refunds

11.1. Returns to the Hermes.com Site

11.1.a) Procedure for return

When exercising your right of withdrawal, Products must be returned in their original condition and packaging (the orange box and if possible the delivery box), together with their purchase invoice or a copy in the case of a partial return.

Log into your account and click on "return or exchange items" in the "Your orders" section.

Follow the instructions in order to select the items to be returned as well as the reason for the return.

Please contact our Customer Service on 00 800 4112 2000 who will send all documents to proceed the return. Please return the package within fourteen (14) days.

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 and you will be charged for the costs of the second shipment on the basis of the shipping method selected.

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.

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

If the amount of the Product(s) selected in replacement is less than the amount of the Product(s) returned, HERMÈS SELLIER will refund 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 recredited) in accordance with these Terms and Conditions of Sale.

If you ask for an exchange of Products, the 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.

11.1.c) Refund

When requesting a refund, such refund will be issued, in compliance with the legislation, within fourteen (14) days of either (i) receipt of proof of dispatch of the Product(s), or (ii) receipt of the Product(s), where the date of the earlier event shall prevail. The refund, including the standard shipping costs of the initial order, will then be issued via the same payment method used for the order. Please note however that your bank may take longer to process the refund.

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.

11.1.e) Special Products ordered on the Site

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.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

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 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 Hermes.com Site".

12. Legal and commercial guarantees

12.1. Legal guarantees

Products sold by HERMÈS SELLIER are subject to the terms of legal guarantees laid down in Articles L217-4 to L217-14 of the French Consumer Code, as well as in Articles 1641 to 1648 of the Civil Code, to the exclusion of any other guarantees:

- Legal guarantee of conformity:

HERMÈS SELLIER will deliver a Product to you that is consistent with the sales contract and free from any defects upon delivery of said 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 sale. HERMÈS SELLIER is also accountable for any defects resulting from packaging, assembly instructions or installation when this was assigned to it by the contract or was carried out under its responsibility. This guarantee only comes into effect on the condition that you make the request within a period of two years of delivery of the goods. Any defects which appear within six (6) months (period legally increased to twenty-four (24) months from 18 March 2016) of delivery are presumed to have existed at the time of delivery, unless proven otherwise.

You can choose between the repair and replacement of the Product unless one of these options leads to a manifestly disproportionate cost for HERMÈS SELLIER. If it is not possible to repair or replace the Product, you can be refunded for the price paid and return the Product, or keep the Product and receive a refund for part of the cost, unless the defect 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 you are entitled to these. The legal guarantee of conformity applies irrespective of the commercial warranty specified in Article 12.2 below.

- Legal guarantee against latent defects:

The Product provided by HERMÈS SELLIER will be free of any latent defects that may render it unfit for its intended use, or diminish this use to the extent that you would not have purchased it, or would have paid a lower price if you had known. This legal guarantee will only apply if you make the request within two (2) years of discovering the defect.

In the event of a latent defect, you can choose to return the Product and receive a refund for the price and costs arising from the purchase, or keep the Product and receive a refund for part of the price. In all cases, it is your responsibility to prove that you fulfil the warranty conditions.

In the event of defects and latent defects, please contact our Customer Service on 00 800 4112 2000 who will send all documents to proceed the return

12.2. Commercial warranty

Some Products sold on the website also come with a commercial warranty in addition to the legal guarantees stipulated in the preceding Article. The content and terms of implementation for this commercial warranty are available on the Website 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 Services.

Pursuant to Article L 111-3 paragraph 1 of the French Consumer Code, HERMÈS SELLIER cannot guarantee a period of availability for spare 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

Under no circumstances may HERMÈS SELLIER be held liable for any damage not resulting from a failure on the part of HERMÈS SELLIER to comply with one of its obligations.

15. Governing Law - Disputes

These 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 and mandatory consumer protection law in Norway, these 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 fulfilment of an order, you may have recourse to a conventional mediation procedure or to any other alternative procedure for settlement of a dispute.

If your complaint is about a product, our website or anything else, please use our customer service phone number or email address, available on the contact us page of our website.

You may also be eligible to lodge your complaint on the EU Online Dispute Resolution platform which is available at www.ec.europa.eu/consumers/odr.

These Terms and Conditions of Sale were originally drafted in French. Notwithstanding the above, in the event of a dispute, in accordance with the provisions of Regulation No. 44/2001 of 22 December 2000 or the 2007 Lugano Convention:

- you may file a claim either before the courts where you are domiciled, or before the French courts,
- HERMÈS SELLIER may file a claim before the courts where you are domiciled.

APPENDIX: MODEL WITHDRAWAL FORM

If you wish to exercise your right of withdrawal - in accordance with the conditions provided for in Article 10, you may use the form below:

To: H.com - Returns Service - 24, rue du Faubourg Saint-Honore - 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 number:

Name of the customer at the origin of the order:

Customer's address at the origin of the order:

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

Date: