

Hermes.com USA - february 2017

The purchase of any products offered on Hermes.com website is subject to these Terms and Conditions ("Terms and Conditions of Sale").

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

HERMÈS OF PARIS, Inc and HERMÈS INTERNATIONAL

HERMÈS may update these Terms and Conditions of Sale at any time without prior notice. You can view the most current version of the Terms and Conditions of Sale at any time by clicking on the hyperlink labeled "customer service".

For each order on Hermes.com 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 website may be used to order a selection of HERMÈS products from HERMÈS, directly online via the Internet from the United States only.

You may also place your order by telephone by dialing 800 441 4488 (toll free number available only from within the United States) from Monday to Friday, 9.00 a.m. to 6.00 p.m. EST, from anywhere within the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America.

The delivery zone for Hermès products ordered via the Hermes.com website and the 800 number referred to above is restricted to the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America (see "Delivery zone").

An order can be placed for one or several delivery address. (see "Delivery Zone")

For each product selected on the Hermes.com website, a summary page will be displayed featuring a photograph of the item, its coloring and references, the quantity selected, its unit price and the total amount owed for your order. You should check that this information accurately reflects your selection before confirming your order. Upon confirmation, your order will be submitted to HERMÈS for processing (see "Acceptance of orders"). While every effort is taken to try to ensure that the coloring, design and style of the HERMÈS products in the photographs displayed on the Hermes.com website are representative of the original products, variations may occur due to technical restrictions of color reproduction on your computer equipment. HERMÈS reserves the right not to accept or to cancel your order in our sole discretion for any reason without liability if, among other things, the products are not available, are incorrectly priced or are otherwise incorrectly described. Accordingly, HERMÈS shall not be liable for any error or inaccuracy in the photographs or graphical representations of HERMÈS products displayed on the Hermes.com website. If you have any questions about the products, you may contact our Customer Service by clicking on the hyperlink labeled "customer service".

Please note that for customized scarves, embroidery is done by hand and stitching may be irregular.

HERMÈS reserves the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order, or if HERMÈS has reasonable cause to suspect that such customer has violated these Terms and Conditions of Sale, or is engaged in any fraudulent activity or for any other legitimate cause.

To ensure the best quality service and product availability, you may not order on the Hermes.com website more than 9 items of the same reference number within a period of fifteen (15) calendar days.

For any exceptional order, we thank you to contact our Customer Service on the hyperlink "customer service" or by phone.

2. Purchase – Availability

Our offers of products are valid as they are displayed on the Hermes.com website, subject to availability. Instructions about the availability of products are provided at the time of the ordering. At times, errors may exist, especially in case of simultaneous orders of the same product by several

customers. In the case of unavailability of a product after ordering, you will be informed by email or by phone as soon as possible, and it will be proposed to you either to order another item shown on the Hermes.com website in substitution or to cancel your order.

If you choose to cancel your order, you will be refunded if your bank account has been debited.

Customized items cannot be cancelled once the order is placed.

HERMÈS shall not be liable in case of stock outage or unavailability of products.

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

3. Purchase - Order Confirmation

At the end of the ordering procedure, you are invited to click on the "Pay" button, at which time your order will be transmitted to HERMÈS for processing and may not be amended or cancelled except pursuant to the conditions provided for herein the Terms and Conditions of Sale or in conditions provided for pursuant to applicable law. The confirmation of your order means your acceptance of the Terms and Conditions of Sale.

You will receive an order summary.

The data registered by the Hermes.com website establish the terms of the transactions between HERMÈS and its customers. In the case of a dispute between HERMÈS and its customers relating to a transaction entered into using the Hermes.com website, the data registered by HERMÈS are the terms of the transaction. Notwithstanding, HERMÈS reserves the right not to accept or to cancel your order if the products are not available are incorrectly priced or are otherwise incorrectly described.

4. Purchase - Price Payment

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

HERMÈS reserves the right to modify the prices of products offered on the Hermes.com website at any time without prior notice. You will be charged the prices displayed on the Hermes.com website at the time your order was confirmed provided the goods ordered were available at this time, however, HERMÈS reserves the right not to accept or to cancel your order if the products are not available, are incorrectly priced or are otherwise incorrectly described.

You are required to pay for any order placed on the Hermes.com website immediately upon confirmation of your order. We only accept payment by charge card or credit card. Store credits or gift certificates issued by Hermès boutiques are not accepted for payment for items offered on the Hermes.com website.

All orders are payable in US dollars. We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, and JCB®. Your order will only be dispatched once we have verified your payment method and received authorization to process your payment.

We have implemented 3D Secure and American Express SafeKey on our website. These services protect credit and debit cards from unauthorized use when shopping on Hermes.com. To use these services, you must register for 3D Secure or American Express SafeKey with the financial institution that issued your card. Once you have registered for 3D Secure or American Express SafeKey, you will be automatically prompted to provide your private password during the checkout process on our website.

Your charge card 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.

5. Purchase - Reservation of title

The ordered products remain the property of HERMÈS until full payment is tendered to HERMÈS.

In case of a payment dispute, you undertake to return the received products to HERMÈS immediately upon request, and to assume the risks (in particular the loss, theft or damage) relating to the delivered products.

6. Shipping and Delivery - Delivery and In-Store Collection Zones

6.1. For deliveries to a postal address:

Goods purchased via the Hermes.com website may only be delivered within the United States.

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

Goods will be shipped to the delivery address(es) specified during the ordering procedure.

6.2. For collection in store:

You may choose to collect the items you have ordered on the website from a store. This service, complimentary to customers of the website, is currently available in select stores. When placing your order, you will be presented with the Hermes boutiques eligible for in-store collection.

You can also designate a third party to come and collect your order in-store (see "Delivery Time - Time required for delivery and collection").

The store pickup service is not available for the Le Flaneur bicycle, wallpapers, furniture or the Apple Watch Hermès.

7. Shipping and Delivery - Delivery Zone

Select Ground service as your shipping method and we will ship your order at no charge. Freight service on furniture and bicycles is excluded from this offer.

Goods purchased via the Hermes.com website may only be delivered within the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America.

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

Goods will be shipped to the delivery address(es) specified during the ordering procedure.

8. Shipping and Delivery - Shipping costs

You will be asked to select the shipment method you would prefer as part of the order procedure.

Delivery costs depend on the value of your order and the delivery service you select:

Order value	Ground	2-Day	Standard Overnight	Priority Overnight	Saturday Delivery
Up to \$200.00	complimentary	\$25.00	\$30.00	\$40.00	\$45.00
From \$200.01 to \$400.00	complimentary	\$30.00	\$35.00	\$45.00	\$50.00
From \$400.01 to \$700.00	complimentary	\$35.00	\$40.00	\$50.00	\$55.00
From \$700.01 to \$1000.00	complimentary	\$40.00	\$45.00	\$55.00	\$60.00
\$1000.01 or more	complimentary	\$45.00	\$50.00	\$60.00	\$65.00

For delivery to Alaska or Hawaii, you will be invoiced a supplement of \$10.

- Ground: allow between three and seven working days between the date of your order and your date of delivery.
- 2-Day: your order must reach us before 2 p.m. (Eastern Time). It will be delivered within two working

days.

- Overnight: your order must reach us before 2 p.m. (Eastern Time). It will be delivered the following working day. This option is not available for addresses in Hawaii and Alaska.

If you are not sure of your zip code, please contact our Customer Service on 800 441 4488 (toll free number available only from within the United States), we will be happy to assist you.

Shipping costs for each additional delivery address will be invoiced a lump supplement of \$5.

We will inform you of the shipping costs for the shipment method you select in the order summary displayed on the Hermes.com website before you confirm your order. This amount will be payable by you in addition to the price, including taxes, of the goods ordered.

For furniture, a delivery fee of 6% of the retail subtotal of the order, with a cap of \$5000, will be charged to you upon shipment of your order. For the bicycle « Le Flâneur », a delivery fee of \$250 will be charged upon shipment of your order.

9. Delivery Time - Time required for delivery and collection

9.1. For deliveries to a postal address:

During the ordering procedure, we will inform you of the time required for delivery and the various forms of delivery available for the goods purchased.

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

However, HERMÈS reserves the right to divide your order into partial shipments. In this case, your method of payment will be debited for the goods shipped and for a single shipment.

9.2. For collection in store:

Your articles will ship the same day (for any order placed and validated before 2 p.m. on a workday). Orders are shipped via FedEx Ground service. Please allow 1-6 business days for delivery.

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

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

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

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

- this email, passed on by you
- their ID

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

10. Delivery Time - Problems of delivery

Any failure to deliver or late delivery exceeding eight (8) business days should be reported to our Customer Service as soon as possible. In order for your claim to be accepted, please notify us within ten (10) business 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

11.1. To Hermes.com:

You may return any product ordered on the Hermes.com website for exchange or refund within thirty (30) calendar days from the delivery date. Returned products must be 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.

Returning a product for exchange or refund is free. In order to do this, you must return the articles to us via our carrier by using our system of pre-paid return labels. Connect to your account and click on "return or exchange items" in the "your orders" section. Follow the instructions which will allow you:

- to choose the articles to return as well as the reason for the return;
- to choose your delivery method (drop-off at a FedEx® location or collection of the package at your home by appointment service);
- to download and print your pre-paid return label.

A product ordered on the Hermes.com website that has been personalized cannot be returned for exchange or refund.

If you received an item as a gift from Hermes.com, you may exchange it for another item of equal or greater value (the difference in price must be paid by you, the recipient of the gift). Please contact our Customer Service Department who will send you the pre-paid label by email.

You may exchange the item either:

- for a different item in the same product category for scarves and ties; e.g. a silk twill scarf for a silk twill scarf, a silk twill tie for a silk twill tie or a tie in heavy silk for a tie in heavy silk;
- for one or several different items which together are equal in value to the full value of the original item you received as a gift.

The following conditions apply to perfume returns:

The product must not be open and must be returned in its original packaging (in the transparent film). If the transparent film has been opened or removed, the item will not be accepted for return or exchange.

If a product is defective or has been damaged during delivery, the client must ensure that the bottle is still hermetically sealed (if this is not the case, contact the Customer Service Department).

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

H.O.P.
Attn: Internet Returns and Exchanges
101 Herrod Boulevard
Dayton
New Jersey, 08810

In this case, please ensure your package for the full retail value of the item. HERMÈS OF PARIS will not be responsible or liable if any item you return to the Hermes.com website is lost, misdirected or delivered late insofar as you have to bear the risks of the shipping you have chosen.

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 honored.

If you ask for a refund, HERMÈS will use commercially reasonable efforts to ensure that any refund will be made within ten (10) business days of receipt of the goods returned by crediting your charge or credit card. Under no circumstances will it be possible to grant you an electronic credit usable on the Hermes.com website, nor will the website issue a store credit for use in an Hermès boutique.

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.), if you did not use the pre-paid return labels system.

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

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

All furniture orders are custom made and cannot be returned, exchanged or cancelled. No

reimbursement will be made.

Only one (1) return or exchange may be processed on an order.

11.2. To Hermès boutiques

Any HERMÈS product purchased (or received as a gift) from Hermes.com may also be exchanged for a different product or for a store credit in certain HERMÈS boutiques within thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

- Returns must be in their original condition and packaging
- You must provide the original receipt along with your return, or a copy of the receipt if you are returning part of your order. A list of HERMÈS boutiques offering exchange can be found by clicking on the link "Boutiques" and is also printed at the back of the receipt issued.
- The shipping costs of the delivery of a product purchased on the Hermes.com website will not be refunded when you return (for exchange or store credit) the product to an Hermès boutique.

HERMÈS boutiques do not offer refunds on any goods purchased on the Hermes.com website. Under no circumstances will it be possible to credit your charge or credit card.

11.3. For collection in store:

Upon collection of your order, you may request:

- an exchange or a store credit
- a refund, if returned to Hermes.com (except in the case of an order received as a gift).

HERMÈS SELLIER will take every commercially reasonable action to ensure that your credit card is credited within ten (10) business days of receipt of goods.

11.4. Return policy for the Apple Watch:

The Apple Watch Hermes must be returned to Hermes.com in its original packaging and cannot have already been paired or synced with an electronic device. The internal white box must remain sealed. The serial number on the Apple Watch Hermes being returned must match the serial number on the original receipt.

TERMS AND CONDITIONS OF SALE APPLICABLE TO ORDERS OF HERMÈS FURNITURE

The purchase and sale of furniture on the Hermes.com website (hereinafter "the Products") is governed by the terms and conditions of sale stated below and the General Terms and Conditions of Hermes.com. In case of any conflict with the General Terms and Conditions otherwise stated on the Hermes.com website (the "GTC"), the terms and conditions of sale stated below shall take precedence over the GTC.

1. Price

The prices of the Products are indicated in US dollars, excluding taxes, costs for storage, transportation and insurance, which are payable by Client over and above the listed price. Each order must be paid for at the price displayed on www.Hermes.com.

HERMÈS reserves the right to modify the prices of Products offered on the Hermes.com website at any time without prior notice. You will be charged the prices displayed on the Hermes.com website at the time your order was confirmed provided the Products ordered were available at this time, however, HERMÈS reserves the right not to accept or to cancel your order if the Products are not available, are incorrectly priced or are otherwise incorrectly described.

2. Terms of Payment

The Client is required to pay for any order placed on the Hermes.com website immediately upon

confirmation of the order. We only accept payment by charge card or credit card. Store credits or gift certificates issued by Hermès boutiques are not accepted for payment for items offered on the Hermes.com website.

All orders are payable in US dollars. We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, and JCB®. Your order will only be dispatched once we have verified your payment method and received authorization to process your payment.

Your charge card or credit card will only be debited when your order is dispatched. If any of the products in your order are unavailable, we will only charge you the prices, taxes and shipping costs for the Products available.

We have implemented 3D Secure and American Express SafeKey on our website. These services protect credit and debit cards from unauthorized use when shopping on Hermes.com. To use these services, you must register for 3D Secure or American Express SafeKey with the financial institution that issued your card. Once you have registered for 3D Secure or American Express SafeKey, you will be automatically prompted to provide your private password during the checkout process on our website.

A transportation fee of 6% of the retail subtotal of the order, excluding sales tax, and not to exceed \$5,000, will be charged when your Product is ready to ship.

3. Terms of Delivery

Products will be delivered by an independent white glove moving company. Delivery times may vary. A representative from HERMÈS will contact the Client upon confirmation of the order to review approximate wait times, schedule delivery and arrange payment of delivery fees.

4. No Exchange or Return of Products

All sales are final. The Products may not be returned or exchanged for credit.

5. Place of Delivery of the Products

Unless otherwise expressly agreed in writing, the Products will be delivered to the Client's place of residence or to such other address indicated by the Client, subject to this Section 5. No delivery of Products shall be made outside the United States of America. No delivery of Products shall be made to Puerto Rico, Guam, or any other U.S. possession or territory situated outside of North America.

For any claims or objections regarding the Products to be valid, the Client must state them immediately to the carrier upon receipt of the Product, and be noted on the bill of lading. In the case of latent damage, such claims must be stated to Hermès of Paris, Inc. Corporate Office, 55 E 59th ST, New York, NY, 10022, within 48 hours of the delivery in the form of a certified letter with acknowledgment of receipt. Client may also call Hermes.com Customer Service at 1-800-441-4488 within 48 hours of the delivery with respect to any claim or objection.

6. Compliance

The Products are designed for use as furniture. The Products must be maintained consistent with the instructions issued by HERMÈS and must be used in accordance with the purposes for which they were designed.

The Products are partially or entirely made of natural fibers, of wood and/or of leather, which are living materials, and so the Product delivered cannot be guaranteed entirely free from defects or exactly identical to the sample seen by the Client.

As a consequence HERMÈS cannot be held liable for any normal differences between the sample and the Product delivered.

The dimensions of the Products as listed on www.Hermes.com are provided for information only, as the Client accepts manufacturing tolerances. HERMÈS is entitled to make any modifications arising

from the technical requirements of manufacture, without the Client having to bear any costs arising from those modifications.

7. Limited Warranty

Subject to Section 6 hereof, the Products are warranted to be free of defects in material and workmanship for a period of one (1) year from the date of delivery. All claims for defective Products must be made in writing to Hermès of Paris, Inc. Corporate Office, 55 E 59th ST, New York, NY, 10022, immediately upon discovery and no later than one (1) year after delivery of the Product.

8. Limited of remedy

Subject to Sections 6 and 7 hereof, in the event of any defect during the one (1) year warranty period, the Client's exclusive remedy shall be the right to have HERMÈS repair or replace the Product for a comparable Product at the option of HERMÈS. If HERMÈS does not repair or replace a defective Product, HERMÈS will refund the original purchase price of the defective Product to the Client.

9. Intellectual Property Rights Held by Hermès

HERMÈS remains the owner of the creations relating to the Products.

The present terms and conditions of sale do not grant to the Client or any other person any entitlements of any kind to the intellectual property rights held by HERMÈS INTERNATIONAL, HERMÈS SELLIER or any other Groupe HERMÈS company.

These intellectual property rights prohibit, inter alia, the affixing of the HERMÈS trademark and/or its logo, or the insertion of photos of the Products or their packaging in any material (including brochures, posters, catalogues, correspondence, press articles, audiovisual works, internet sites, intranet sites, etc.) without express prior written approval from HERMÈS. The Client agrees to refrain from fabricating and/or arranging for the fabrication of, for itself or on behalf of third parties, products that are identical to, and/or similar to, and/or constituting imitations of the Products or derivative products within the meaning of federal and state intellectual property laws and regulations.

10. Retention of Ownership

HERMÈS shall retain ownership of the Products until actual payment in full of the full amount owed for the order.

From the time of delivery of the Products to Client, Client shall bear the risk of loss and damage to the Products or and any damage that the Products may cause.

11. Governing Law and Jurisdiction

The application or interpretation of the present terms and conditions of sale shall be governed by the internal laws of the State of New York. The courts of the State of New York shall have exclusive jurisdiction of any disputes arising from the application or interpretation of the present terms and conditions. The present terms and conditions of sale are explicitly excluded from application of the "United Nations Convention on Contracts for International Sale (CISG)".

SPECIFIC TERMS AND CONDITIONS OF SALE OF "petit h" PRODUCTS ON HERMÈS.COM WEBSITE

These specific terms and conditions of sale (hereinafter "Specific Terms and Conditions of Sale of « petit h » Products") are those of HERMES OF PARIS, Inc. a company incorporated in the state of New York whose registered office is located at 55 East 59th Street, New York, New York 10022.

HERMÈS SELLIER (an affiliate of HERMES OF PARIS, Inc.,) has at its disposal unused materials

from various production sites of companies within the Hermès Group, such as leather, metals (precious or not), crystal, porcelain, enamel, textile materials, and/or manufactured products bearing the Hermès brand ordered for destruction and made from these materials (hereinafter the “Materials”). Within the framework of an activity named “petit h” within the Hermès Group, the Materials are provided to artists who will be collaborating with craftsmen representing different know-hows of the Hermès Group in order to create and manufacture some products (hereinafter the “« petit h » Products”). In order to differentiate the “petit h” Products from other products of the Hermès collection in the Hermès stores, HERMÈS SELLIER will mark the “petit h” Products with the following specific symbol:



The purchase of “petit h” Products offered on the Hermes.com website is subject to the present Specific Terms and Conditions of Sale of “petit h” Products and to the General Terms and Conditions of Use of the Hermes.com website. The purchase of any other products offered on the Hermes.com website is subject to the General Terms and Conditions of Sale. In case of a conflict or discrepancy between the General Terms and Conditions of Sale and the Specific Terms and Conditions of Sale of “petit h” Products, then the Specific Terms and Conditions of Sale of “petit h” Products shall control with respect to sale of “petit h” Products on Hermes.com website.

Orders may only be placed on the Hermes.com website by individual consumers and corporations purchasing goods other than for resale. Any resale or distribution of “petit h” Products purchased on the Hermes.com website is strictly prohibited.

HERMÈS OF PARIS, Inc. may update these Specific Terms and Conditions of Sale of “petit h” Products at any time without prior notice. You can view the most current version of the Specific Terms and Conditions of Sale of “petit h” Products at any time by clicking on the hyperlink labelled "customer service".

For each order made on the Hermes.com website, your acceptance of the current Specific Terms and Conditions of Sale of “petit h” Products and General Terms and Conditions of Use in effect at the date the order is requested.

1. Purchase - Terms of ordering

Subject to the terms hereof, the Hermes.com website may be used to order “petit h” Products from HERMÈS OF PARIS, Inc., directly online via the Internet from the United States only.

You may also place your order by telephone by dialing 800 441 4488 (toll free number available only from within the United States) from Monday to Friday, 9 a.m. to 6 p.m., Thursday from 9 a.m. to 7 p.m., and Saturday from 10 a.m. to 6 p.m (Eastern Time) from anywhere within the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America.

The delivery zone for “petit h” Product ordered via the Hermes.com website and the 800 number referred to above is restricted to the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America (see "Delivery zone").

Beginning approximately on the first through third day of each calendar month, and continuing until the last day of such calendar month and date when “petit h” Product is unavailable, whichever occurs first, HERMES will offer h Products for sale on the Hermes.com website in the following manner: The identity of the “petit h” Products offered for sale will be strictly sight unseen—that is the identity of the h Products will be unknown to the customer when placing an order and making a purchase and will only become known to customer upon customer’s receipt of the Product. The h Products will not be identified other than by reference on the product page to three different sized orange boxes- small, medium and large and the gender specified for use of the Product. Upon visiting the product page, Customer will have the option to select one of three box sizes displayed. Customer will only be permitted to select one of each of the three orange boxes displayed and will only be permitted to purchase “petit h” Products one time per each calendar month’s sale. It is expected that the contents of the three boxes will change with each new calendar month’s sale. The retail value of the h Product is the retail purchase price. HERMES reserves the right to modify this method of display, offer and sale of

“petit h” Products at any time without notice.

When a customer makes a selection of “petit h” Product on the Hermes.com website, a summary page

will be displayed featuring references to the box 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 for processing (see "Acceptance of orders"). HERMÈS reserves the right not to accept or to cancel your order in our sole discretion for any reason without liability if, among other things, the products are not available, are incorrectly priced or are otherwise incorrectly described. Accordingly, HERMÈS shall not be liable for any error or inaccuracy in the photographs or graphical representations of the boxes containing the "petit h" Products displayed on the Hermes.com website. If you have any questions about the products, you may contact our customer service by clicking on the hyperlink labeled "customer service", but the customer service representative will not identify the contents of the orange boxes containing the "petit h" Product.

HERMÈS reserves the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order, or if HERMÈS has reasonable cause to suspect that such customer has violated these Specific Terms and Conditions of Sale of "petit h" Products, or is engaged in any fraudulent activity or for any other legitimate cause.

To ensure the best quality service and product availability, you may not order on the Hermes.com website more than 1 "petit h" Product of the same reference number during the same calendar month which is a period of approximately thirty (30) calendar days.

2. Purchase - Availability

Our offers of "petit h" Products are valid as they are displayed on the Hermes.com website, subject to availability. Instructions about the availability of products are provided at the time of the ordering. At times, errors may exist, especially in case of simultaneous orders of the same product by several customers. In the case of unavailability of a product after ordering, you will be informed by email or by phone as soon as possible, and you will be permitted to cancel your order.

If you choose to cancel your order, you will be refunded if your bank account has been debited.

HERMÈS shall not be liable in case of stock outage or unavailability of products.

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

3. Purchase - Order Confirmation

At the end of the ordering procedure, you are invited to click on the "Pay" button, at which time your order will be transmitted to HERMÈS for processing and may not be amended or cancelled except pursuant to the conditions provided for herein, the Specific Terms and Conditions of Sale of "petit h" Products or in conditions provided for pursuant to applicable law. The confirmation of your order means your acceptance of the Specific Terms and Conditions of Sale of "petit h" Products, the General Terms and Conditions of Use of the Hermes.com website, as well as its Confidentiality Policy. You will receive an order summary.

The data registered by the Hermes.com website establish the terms of the transactions between HERMÈS and its customers. In the case of a dispute between HERMÈS and its customers relating to a transaction entered into using the Hermes.com website, the data registered by HERMÈS are the terms of the transaction. Notwithstanding, HERMÈS reserves the right not to accept or to cancel your order if the products are not available, are incorrectly priced or are otherwise incorrectly described.

4. Purchase - Price Payment

The prices of "petit h" Products are indicated in US dollars, excluding taxes and shipping costs (see "Shipping and Delivery").

HERMÈS reserves the right to modify the prices of "petit h" Products offered on the Hermes.com website at any time without prior notice. You will be charged the prices displayed on the Hermes.com website at the time your order was confirmed provided the goods ordered were available at this time; provided, however, HERMÈS reserves the right not to accept or to cancel your order if the products are not available, are incorrectly priced or are otherwise incorrectly described.

You are required to pay for any order placed on the Hermes.com website immediately upon

confirmation of your order. We only accept payment by charge card or credit card. Store credits or gift certificates issued by HERMÈS boutiques are not accepted for payment for items offered on the Hermes.com website.

All orders are payable in US dollars. We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, and JCB®. Your order will only be dispatched once we have verified your payment method and received authorization to process your payment.

We have implemented 3D Secure and American Express SafeKey on our website. These services protect credit and debit cards from unauthorized use when shopping on Hermes.com. To use these services, you must register for 3D Secure or American Express SafeKey with the financial institution that issued your card. Once you have registered for 3D Secure or American Express SafeKey, you will be automatically prompted to provide your private password during the checkout process on our website.

Your charge card 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.

5. Purchase - Reservation of title

The ordered "petit h" Products remain the property of HERMÈS until full payment is tendered to HERMÈS.

In case of a payment dispute, you undertake to return the received "petit h" Products to HERMÈS immediately upon request, and to assume the risks (in particular the loss, theft or damage) relating to the delivered "petit h" Products.

6. Shipping and Delivery - Delivery and In-Store Collection Zones

For deliveries to a postal address:

Goods purchased via the Hermes.com website may only be delivered within the United States. Any delivery address situated outside this zone will be refused during the ordering procedure. HERMÈS will not process any order for which a post office box or APO/FPO address is provided. Goods will be shipped to the delivery address(es) specified during the ordering procedure.

For collection in store:

You may choose to collect the items you have ordered on the website from a store. This service, complimentary to customers of the website, is currently available in select stores. When placing your order, you will be presented with the Hermes boutiques eligible for in-store collection. You can also designate a third party to come and collect your order in-store (see "Delivery Time - Time required for delivery and collection").

Shipping and Delivery - Delivery Zone

Goods purchased via the Hermes.com website may only be delivered within the United States, excluding Puerto Rico, Guam and all other U.S. possessions and territories situated outside North America. Any delivery address situated outside this zone will be refused during the ordering procedure. HERMÈS will not process any order for which a post office box or APO/FPO address is provided. Goods will be shipped to the delivery address(es) specified during the ordering procedure.

7. Shipping and Delivery - Shipping costs

You will be asked to select the shipment method you would prefer as part of the order procedure. Delivery costs depend on the value of your order and the delivery service you select:

Order value	Ground	2-Day	Standard Overnight	Priority Overnight	Saturday Delivery
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Up to \$200.00	complimentary	\$25.00	\$30.00	\$40.00	\$45.00
From \$200.01 to \$400.00	complimentary	\$30.00	\$35.00	\$45.00	\$50.00
From \$400.01 to \$700.00	complimentary	\$35.00	\$40.00	\$50.00	\$55.00
From \$700.01 to \$1000.00	complimentary	\$40.00	\$45.00	\$55.00	\$60.00
\$1000.01 or more	complimentary	\$45.00	\$50.00	\$60.00	\$65.00

For delivery to Alaska or Hawaii, you will be invoiced a supplement of \$10.

- Ground: allow between three and seven working days between the date of your order and your date of delivery.
- 2-Day: your order must reach us before 2 p.m. (Eastern Time). It will be delivered within two working days.
- Overnight: your order must reach us before 2 p.m. (Eastern Time). It will be delivered the following working day. This option is not available for addresses in Hawaii and Alaska. If you are not sure of your zip code, please contact our Customer Service on 800 441 4488 (toll free number available only from within the United States), we will be happy to assist you.

We will inform you of the shipping costs for the shipment method you select in the order summary displayed on the Hermes.com website before you confirm your order. This amount will be payable by you in addition to the price, including taxes, of the goods ordered.

8. Delivery Time - Time required for delivery and collection

For deliveries to a postal address:

During the ordering procedure, we will inform you of the time required for delivery and the various forms of delivery available for the goods purchased. Some tableware, ready to wear and bedding items may be subject to delivery delays. If your order is not able to ship immediately, an Internet Shopping Specialist will contact you to provide more detail and an estimated shipping date. However, HERMÈS reserves the right to divide your order into partial shipments. In this case, your method of payment will be debited for the goods shipped and for a single shipment.

For collection in store:

Your articles will ship the same day (for any order placed and validated before 2 p.m. on a workday). Orders are shipped via FedEx Ground service. Please allow 1-6 business days for delivery. An email will be sent to you when your order is available in store. To collect your order, please introduce yourself to a sales person when you arrive at the store. Please bring along:

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

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

- this email, passed on by you
- their ID

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

9. Delivery Time - Problems of delivery

Any failure to deliver or late delivery exceeding eight (8) business days from date of shipping confirmation should be reported to our customer service as soon as possible. In order for your claim to be accepted, please notify us within ten (10) business 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 "petit h" Products do not conform to your order or you are not satisfied with them, you may return them according to the terms and conditions contained in the section entitled "Returns – Refunds- No Exchanges".

10. Returns - Refunds - No exchanges

HERMÈS does not accept exchanges of any petit h Products. However, you may return any "petit h" Product ordered on the Hermes.com website for refund to the Hermes.com website, whether the Product was delivered to you at a postal address or the Product was collected by you, or on your behalf, at a designated HERMÈS boutique provided the following conditions are met:

Returns must be made within 30 days of the date of delivery which you purchased a "petit h" Product and 10 days after the date you receive the Product whichever occurs last. Returned Products must be in their original condition and packaging (the orange box and if possible the delivery box), together with their original purchase invoice or a copy in the case of a partial return.

Returning a "petit h" Product for refund is free provided You return the "petit h" Product(s) to the Hermes.com website via our carrier by using our system of pre-paid return labels. Connect to your account and click on "return items" in the "your orders" section. Follow the instructions which will allow you:

- to choose the articles to return as well as the reason for the return;
- to choose your delivery method (drop-off at a FedEx® location or collection of the package at your home by appointment service);
- to download and print your pre-paid return label.

A "petit h" Product ordered on the Hermes.com website that has been personalized cannot be returned.

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

H.O.P.
Attn: Internet Returns and Exchanges
101 Herrod Boulevard
Dayton
New Jersey, 08810

In this case, please ensure your package for the full retail value of the item. HERMÈS will not be responsible or liable if any item you return to the Hermes.com website is lost, misdirected or delivered late insofar as you have to bear the risks of the shipping you have chosen.

If you ask for a refund, HERMÈS will use commercially reasonable efforts to ensure that any refund will be made within ten (10) business days of receipt of the goods returned by crediting your charge or credit card. Under no circumstances will it be possible to grant you an electronic credit usable on the Hermes.com website, nor will the website issue a store credit for use in an Hermès boutique. HERMÈS has sole discretion in determining whether the products are in original condition or defective when returned to Hermes.com website.

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

Only one (1) return may be processed on an order.

No Returns To Hermès boutiques

No returns or refunds of any "petit h" Products purchased on the Hermes.com website will be accepted at any HERMÈS boutiques. In addition, Hermes.com website will not issue a store credit for use in any Hermes store. The foregoing restrictions apply whether the Product was delivered to you at a postal address or if the Product was collected by you or on your behalf at a designated HERMÈS store.

11. Disclaimer of Warranty

HERMÈS does not guarantee or represent that:

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

The Hermes.com website may contain technical inaccuracies or other defects; HERMÈS does not guarantee that any such defects will be corrected. The Hermes.com website and its contents are provided on an "as is" and "as available" basis. HERMÈS expressly disclaims all warranties of any kind, whether express or implied.

12. Limitation of Liability

HERMÈS shall 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 website, even if HERMÈS has been advised of the possibility of such damages.

13. Law - Disputes

These Specific Terms and Conditions of Sale of "petit h" Products shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The language of these Terms and Conditions of Use is English. In the event of a dispute, the Federal and State courts of the State of New York, County of New York, shall have exclusive jurisdiction over any such dispute and you hereby agree to submit to the exclusive jurisdiction of such court. HERMÈS shall be entitled to seek and obtain injunctive or other equitable relief to protect its rights hereunder.

General terms and conditions of use

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

HERMÈS OF PARIS, Inc. is the U.S. sales subsidiary of the HERMÈS group and has its principal office at 55 East 59th Street, New York, New York 10022.

The use of the Hermes.com website and the purchase of any products offered on Hermes.com website are subject to these terms and conditions ("Terms and Conditions of Use"). The use of the Hermes.com website constitutes your agreement to comply with, and be bound by, these Terms and Conditions of Use and your consent to the Privacy Policy for the Hermes.com website ("Privacy Policy"); see "Security and Personal Data."

HERMÈS may update these Terms and Conditions of Use and the Privacy Policy at anytime without notice. By continuing to use the Hermes.com 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 labeled "customer service".

1. Security and Personal Data

The Hermes.com Privacy Policy (see "Privacy Policy") governs the use of any personal information that you provide to HERMÈS -on this website, HERMÈS may modify or amend the Privacy Policy at anytime as provided in the Privacy Policy.

The Hermes.com website is not intended for minor children.

2. Intellectual Property

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4. Limitation of Liability

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5. Disclaimer of Warranty

HERMÈS does not guarantee or represent that:

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

The Hermes.com website may contain technical inaccuracies or other defects; HERMÈS does not guarantee that any such defects will be corrected. The Hermes.com website and its contents are provided on an "as is" and "as available" basis. HERMÈS expressly disclaims all warranties of any kind, whether express or implied.

6. Law – Disputes

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General Terms and Conditions of Use of La Maison des Carrés website

The use of the La Maison des Carrés website is subject to the present terms and conditions ('Terms and Conditions of Use'). The use of the La Maison des Carrés website constitutes your acknowledgment that you have read, understood and accepted without reservation these Terms and Conditions of Use and your consent to the terms of the privacy clauses for the La Maison des Carrés website (see "Security and Personal Data").

HERMÈS INTERNATIONAL may update these Terms and Conditions of Use and the Privacy Policy at any time. The Terms and Conditions of Use and the Privacy Policy applicable at the time of using the

La Maison des Carrés website are those you are applicable to you.

We advise you to keep regularly informed of the applicable terms and conditions. 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 'Legal issues'.

1. Security and Personal Data

The Hermes.com Privacy Policy (see "Privacy Policy") governs the use of any personal information that you agree to provide to HERMÈS INTERNATIONAL on this website. HERMÈS INTERNATIONAL may modify or amend its Privacy Policy at any time as provided in the Privacy Policy.

The La Maison des Carrés website is not intended for use by minors.

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You may only provide a link to the La Maison des Carrés website if expressly authorized in writing by HERMÈS INTERNATIONAL.

4. Limitation of Liability

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5. Disclaimer of Warranty

HERMÈS INTERNATIONAL does not warrant or represent that:

- the La Maison des Carrés website is free from viruses, data overwriting programs, trojan horses or other destructive material;
- the information contained on the La Maison des Carrés website is accurate, complete or up to date.

The La Maison des Carrés website may contain technical inaccuracies or other defects and HERMÈS

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6. Governing law and Jurisdiction

These Terms and Conditions of Use shall be governed by and construed in accordance with French law in accordance with Regulation No. EC 593/2008 of 17 June 2008. These Terms and Conditions of Use are drafted in English. In the event of a discrepancy between the General Terms and Conditions of Use in English and the Terms and Conditions of Use in French, the latter shall prevail.

In the event of dispute, in accordance with the provisions of Regulation No. EC 44/2001 of 22 December 2000:

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

HERMÈS INTERNATIONAL reserves the right to seek and obtain injunctions or orders to protect its rights hereunder.