

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF THE HERMES.COM WEBSITE (USA -April 2007)

Please read the present General Terms and Conditions of Sale and General Terms and Conditions of Use of the HERMES.com website carefully.

General Terms and Conditions of Sale of HERMES.com website

The purchase of any products offered on HERMES.com website is subject to the present 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 may update these Terms and Conditions of Sale at anytime. You can view the most current version of the General Conditions of Sale at any time by clicking on the hyperlink labelled "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.

Purchase - Terms of ordering

The HERMES.com website may be used to order a selection of HERMÈS products from HERMÈS OF PARIS, Inc., directly online via the Internet from the United States only.

You may also place your order by telephone on 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 automatically featuring a photograph of the item, its colouring and references, the quantity selected, its unit price and the total amount owed for your order. You should check that this information accurately reflects your selection before confirming your order. Upon confirmation, your order will be submitted to HERMÈS OF PARIS, Inc. for processing (see "Acceptance of orders"). While every

effort is taken to try to ensure that the colouring, design and style of the HERMÈS products in the photographs displayed on the HERMES.com website are representative of the original products, variations may occur due to technical restrictions of colour reproduction on your computer equipment. Accordingly, neither HERMÈS OF PARIS, Inc. nor HERMÈS INTERNATIONAL shall 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 of course contact our customer service by clicking on the hyperlink labeled "customer service".

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

To ensure a 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.

Purchase - Availability

Our offers of products and prices are valid as they are on view on the HERMES.com website, subject to availability. In this purpose, instructions about the availability of the products will be given at the time of the ordering. Exceptionally, errors or amendments could exist, especially in case of simultaneous orders of the same product by several customers. In case of unavailability of a product after ordering, you will be informed of that by email or by phone as soon as possible, and it will be proposed to you either to order an other item shown on the HERMES.com website in substitution or to cancel your order.

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

HERMÈS OF PARIS, Inc is not liable in case of stock outage or unavailability of products.

HERMÈS OF PARIS, Inc reserves the right to change at any time and without any previous notice the items proposed on the HERMÈS website.

Purchase - Order Confirmation

At the end of the ordering procedure, you are invited to click on the "Pay" push button. Since the confirmation, your order is transmitted to HERMÈS OF PARIS, Inc for treatment. It could not be amended or cancelled except in the expressly conditions provided for herein the Terms and Conditions of Sale or in conditions provided for the applicable law. The confirmation of your order means your acceptance of the whole there of Terms and Conditions of Sale.

You will receive an order summary.

The data registered by the HERMES.com website establish the proof of the whole transactions operated between HERMÈS OF PARIS, Inc and its customers. In case of dispute between HERMÈS OF PARIS, Inc and one of its customers about a transaction made on the HERMES.com website, the data registered by HERMÈS INTERNATIONAL are considered as an irrefutable proof of the content transaction.

Purchase - Price Payment

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

HERMÈS OF PARIS, Inc. reserves the right to modify the prices of products offered on the HERMES.com website at any time without prior notice to you. 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.

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

All orders are payable in US \$. 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 goods available.

Purchase - Reservation of title

The ordered products remain the property of HERMÈS OF PARIS, Inc until the whole cashing of the price by HERMÈS OF PARIS, Inc.

In case of a payment incident, you undertake to return the received products to HERMÈS OF PARIS, Inc upon first request.

In return, you assume the risks (in particular the loss, stealing or damage) relating to the delivered products and this at the effective date of the delivery.

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 OF PARIS, Inc. will not process any order for which a post office box or APO/FPO address is provided.

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

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	Delivery service		
	Ground	2-Day	Overnight
Up to \$200.00	\$15.00	\$25.00	\$30.00
From \$200.01 to \$400.00	\$20.00	\$30.00	\$35.00
From \$400.01 to \$700.00	\$25.00	\$35.00	\$40.00
From \$700.01 to \$1000.00	\$30.00	\$40.00	\$45.00
\$1000.01 or more	\$35.00	\$45.00	\$50.00

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 Standard Time). It will be delivered within two working days.

Overnight : your order must reach us before 2 p.m. (Eastern Standard Time). It will be delivered the following working day.v

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 would have selected 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.

Delivery Time - Time required for delivery

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.

However, HERMÈS OF PARIS, Inc. reserves the right to divide your order into part shipments. In this case, your charge card or credit card will only be debited for the goods shipped and for a single shipment.

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 of it within a maximum of thirty (30) calendar days from the date of confirmation of your order.

You should check that your shipment is correct on delivery. If there are any discrepancies in your order when the products are delivered to you, you should note the nature of the potential discrepancy (e.g., open package, damaged goods, etc.) by hand, if possible, on the delivery notice, and sign.

If the goods do not conform to your order or you are not satisfied with them, you may return them, exchange them or request a refund according to the terms and conditions contained in the section entitled "Returns - Exchanges - Refunds"

Returns - Exchanges - Refunds

To HERMES.com

You are entitled to return any product ordered via the HERMES.com website within the thirty (30) calendar days following the date of delivery, subject to the following terms and conditions:

Returns must be sent in their original condition and packaging to the following address: H.O.P., 55 East 59th Street, New York, New York 10022 (Use the return label included with your order for this purpose). You must enclose the original receipt with your returns, or a copy if you are returning part of your order.

For items received as a gift obtained from the HERMES.com website, you are only entitled to a merchandise exchange.

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.

You must fill in and send the "Return Card" included with your order specifying whether you wish to exchange the goods returned or require a refund.

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

If you ask for a refund, HERMÈS OF PARIS, Inc. will use commercially reasonable efforts to ensure that any refund will be made within seven (7) 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.).

HERMÈS OF PARIS, Inc. has sole discretion in determining whether the products are in original condition when returned to HERMES.com website.

HERMÈS OF PARIS, Inc. will not be responsible or liable if any item you wish to return to the HERMES.com website is lost, misdirected or delivered late.

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

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 a number of 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 returns, 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 hyperlink labeled "Points of Exchange" and is also printed at the back of the receipt issued.
- The shipping costs of the first 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.

General Terms and Conditions of Use of HERMES.com website

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 OF PARIS, Inc. 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.

The use of the HERMES.com website and the purchase of any products offered on HERMES.com website are subject to the present 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 OF PARIS, Inc. and HERMÈS INTERNATIONAL may update these Terms and Conditions of Use and the Privacy Policy at anytime. 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".

Security and Personal Data

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

The HERMES.com website is not intended to minor children.

Intellectual Property

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

The "Hermès" trademark, the trademark image of a horse and carriage and all other HERMÈS related marks and logos, whether or not registered, displayed on the HERMES.com website, as well as the domain name "HERMES.com," are and will remain the exclusive property of HERMÈS INTERNATIONAL. Any reproduction, distribution, transmission, modification or use of these trademarks for any purpose without prior, express agreement of HERMÈS INTERNATIONAL is prohibited.

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

Linking

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

Limitation of Liability

HERMÈS INTERNATIONAL should 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 INTERNATIONAL has been advised of the possibility of such damages.

Disclaimer of Warranty

HERMÈS INTERNATIONAL does not guarantee or represent that:

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

The HERMES.com website may contain technical inaccuracies or other defects ; HERMÈS OF PARIS, Inc and HERMÈS INTERNATIONAL 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 OF PARIS, Inc and HERMÈS INTERNATIONAL expressly disclaim all warranties of any kind, whether express or implied, including without limitation, the implied warranties of compliance appropriation of HERMES.com website or of its contents intended to an usual use or a specific use, of its quality or lack of infringement to ordinary statement from them.

Law - Disputes

These Terms and Conditions of Use shall be governed by and construed in accordance with the French law, without regard to principles of conflicts of laws. The language of these Terms and Conditions of Use is French. In the event of a dispute, the commercial court of Paris shall have exclusive jurisdiction and you hereby agree to submit to the exclusive jurisdiction of such court. HERMÈS INTERNATIONAL shall be entitled to seek and obtain injunctive or other equitable relief to protect its rights hereunder.