

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

March 2017

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

General Terms and Conditions of Sale for Hermes.com

The purchase of any products offered on Hermes.com website is subject to the current 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 AUSTRALIA PTY LTD may update these Terms and Conditions of Sale at any time. For each order on the 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 AUSTRALIA PTY LTD, directly online via the Internet from Australia for delivery to Australia and New Zealand only.

You may also place your order by telephone by calling 1300 728 807 (local call charges apply from within Australia) or +61 2 9287 3208 Monday to Friday, 9.30am to 5.30pm AEST when paying with your credit or debit card.

HERMÈS products can also be delivered to New Zealand but HERMÈS AUSTRALIA PTY LTD accepts no responsibility for any taxes or other charges that might be levied by New Zealand customs. These are the sole responsibility of the purchaser. HERMÈS AUSTRALIA PTY LTD also does not accept responsibility for the delay of any packages retained for customs inspections, payment of duties and/or taxes, etc.

For each product selected 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 AUSTRALIA PTY LTD, for processing. While every effort is taken to try to ensure that the colouring, design and style of the HERMÈS products in the photographs displayed on the Hermes.com website are representative of the original products, variations may occur due to technical restrictions of colour reproduction on your computer equipment. Accordingly, neither HERMÈS AUSTRALIA PTY LTD, 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.

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

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

If your order has been cancelled, funds that were held on your credit card (in order to secure final payment upon dispatch of your order) will be returned within 5 to 10 business days, this time frame is outside of Hermes.com Australia's control and will vary depending on your financial institution and/or type of credit card. Hermes.com is unable to issue a refund to expedite this process. If your order has already been dispatched please see the 'Returns - Exchanges - Refunds' section below.

For any special and/or exceptional order (large orders, orders requiring a greater quantity than currently available on Hermes.com), please contact our Customer Service by email or telephone. Special and/or exceptional orders will not be accepted for return and/or exchange to Hermes.com or any HERMÈS boutique.

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

boutiques outside of Australia.

2. Purchase - Availability

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

HERMÈS AUSTRALIA PTY LTD accepts no liability for any claims or damages whatsoever, in the event of stock outage or unavailability of products.

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

3. Order Confirmation

At the end of the ordering procedure, you are invited to click on the 'Pay' push button which will confirm your order.

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

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

4. Purchase - Price Payment

The prices of HERMÈS products are indicated in Australian Dollars \$AUD, including Australian GST but excluding shipping costs (see 'Shipping and Delivery'). For deliveries to New Zealand, the Australian GST will be deducted in the final payment, product prices cannot be displayed in New Zealand dollars or exclusive of Australian GST.

HERMÈS AUSTRALIA PTY LTD reserves the right to modify the prices of products offered on the Hermes.com 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, debit 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 Australian Dollars \$AUD. We accept only the following charge, debit and credit cards: MasterCard®, Visa®, Diners Club®, 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, debit 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.

We also accept payment with PayPal for orders delivered by TNT Express Delivery, TNT International Standard Delivery and In Store Collection orders (PayPal payment is not possible for TNT Same Day Delivery orders). When completing your order, you will be redirected to the PayPal website to log in to your account. If you do not have a PayPal account, you will be able to create one. After validation of your order with PayPal, you will be redirected to the order confirmation page of Hermes.com. Additional delivery time may be required for orders completed using PayPal. We are unable to accept PayPal payment for telephone orders and/or exchanges.

5. Purchase - Reservation of title

The ordered products remain the property of HERMÈS AUSTRALIA PTY LTD until HERMÈS

AUSTRALIA PTY LTD has received the full payment price.

In the event that full payment is not received by HERMÈS AUSTRALIA PTY LTD, you undertake to promptly return the received products to HERMÈS AUSTRALIA PTY LTD upon first request.

In return, you assume all risks (in particular any loss, theft or damage) relating to the delivered products as and from the date of the delivery.

For Australian In Store Collection:

You can collect your order made on Hermes.com in a HERMÈS boutique. This service for Hermes.com customers is available at the following Australian HERMÈS boutiques: Sydney, Melbourne, Brisbane and Pacific Fair. Apple Watch Hermès is not available for In Store Collection.

6. Shipping and Delivery - Delivery areas

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

Any delivery address situated outside Australia and New Zealand will be refused during the ordering procedure. Hermes.com will not process any order for which a post office box, parcel locker, parcel pick-up service etc. delivery address is provided. Unfortunately perfume products, including samples, exotic skin (crocodile, alligator, ostrich & lizard etc.) products or items with exotic skin components (e.g. watches with alligator straps), gold and/or diamond fine jewellery/watches and Apple Watch Hermès cannot be shipped to New Zealand.

Goods will be shipped to the delivery address specified during the ordering procedure, please ensure the shipping information you provide is correct as this information will appear on the shipping label, incorrect information may result in the delay or loss of your order, HERMÈS AUSTRALIA PTY LTD is not responsible for replacement or refund if the information you provided is incorrect.

7. Shipping and Delivery - Shipping costs

You will be asked to select the shipment method you would prefer as part of the order procedure. The current delivery/shipping charges are:

7.1. Delivery within Australia

- TNT Express Delivery: \$20 AUD for all Hermes.com orders.
- TNT Same Day Delivery: \$150 AUD for all Hermes.com orders.
- HERMÈS In Store Collection: Complimentary shipping for all Hermes.com orders delivered to an Australian HERMÈS boutique excluding HERMÈS Sydney International Airport.

7.1.a. TNT Express Delivery

Your order must reach us before 2pm (AEST). Delivery is usually made the next business/working day however, please allow between one to five business/working days from the date of your order for some rural and/or remote areas. No deliveries will be made on weekends or public holidays. Overnight/next day delivery is not guaranteed on this service. Please ensure you are available to sign for your order, missed deliveries will require 2 to 3 business days for re-delivery. Alternatively if available in your area, your order may be delivered to the nearest TNT authorised local exchange parcel collection point (e.g. your local newsagency) for you to collect. Orders for large/bulky items and/or items delivered to rural and/or remote areas may be delivered by TNT Road Express.

7.1.b. TNT Same Day Delivery

Your order must reach us before 10am (AEST). Delivery will be made on the same day as your order has been processed (delivery is usually made late afternoon/evening). Same day delivery is only available to Sydney, Melbourne, Brisbane, Gold Coast, Adelaide & Perth metropolitan areas. For all other areas delivery will be made within 2 business/working days. This service is not available to all areas, please call Customer Service on 1300 728 807 or 02 9287 3208 for further information. Same day delivery is not available on weekends or public holidays. Please ensure you are available to sign for your order.

7.1.c. HERMÈS In Store Collection

Your order will be available for collection in store within 2 to 4 business days after your order has been processed by Hermes.com. Additional delivery time may be required due to public holidays. Only the card holder/person placing the order can collect the order in store. Current Australian photo identification (for example, an Australian driver's licence) will need to be presented at the time of collection. A current passport is the only form of international photo identification that will be accepted. The HERMÈS boutique you have selected to have your order delivered to will not be able to forward, deliver or send your order to an alternative address under any circumstances. Orders can only be collected during regular store opening hours.

A third party will not be able to collect the order under any circumstances.

Apple Watch Hermès is not available for In Store Collection.

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

7.2. Delivery to New Zealand

TNT International Standard Delivery: \$20 AUD for all Hermes.com orders.

7.2.a. TNT International Standard Delivery

Delivery is usually made in 5 to 7 business days after your order has been processed however orders can be delayed by New Zealand customs for inspection and/or payment of duties/taxes for up to 30 days. All New Zealand duties/taxes are the responsibility of the receiver. Please ensure you are available to sign for your order.

Hermes.com reserves the right to amend above rates without prior notice.

An adult's signature is required at the recipient address for all delivery services. We recommend having your order delivered to an alternate address, your business/work, if you will not be home to sign for your package.

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

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

No deliveries will be made on weekends or public holidays.

Orders placed after 2:00pm AEST on Friday afternoon will be dispatched on Monday or the next business day.

Orders placed over the weekend or public holiday will be dispatched on Monday or the next business day.

PLEASE NOTE THAT WHILST EVERY EFFORT IS MADE TO MEET THE DELIVERY TIMES QUOTED ABOVE, HOWEVER WE DO NOT PROVIDE ABSOLUTE GUARANTEES. HERMES.COM USES REPUTABLE COURIERS, FOR THEIR PROMPT AND EFFICIENT SERVICE, BUT OCCASIONALLY DUE TO UNFORESEEN CIRCUMSTANCES, DELAYS MAY OCCUR.

8. Delivery Time - Time required for delivery

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

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

For In Store Collection:

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

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

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

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

the order on your behalf.

9. Delivery problems

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

9.1. Authority to leave

Please keep in mind that an adult signature is always required when your parcel is delivered. If you have given us authority to leave your goods, the parcel will be left at the delivery premises without our couriers obtaining a 'proof of delivery' signature. We do not accept liability for the theft or loss of the parcel left unattended, pursuant to your instructions. If there is nobody home at the delivery address and you have not given us authority to leave the parcel, a calling card will be left with details for collection on it, 2 to 3 business days will be required for re-delivery of your order.

9.2. Re-direction of parcels

Once a parcel has left our premises, and been delivered in accordance with your instructions, and as per our delivery time frames, we accept no responsibility for the recollection of the parcel and re-directing it to an alternate address. We will happily assist you to have the parcel re-directed, however redirections can take up to 3 business days.

In Store Collection orders must be picked up from the HERMÈS boutique you selected when placing your order, all orders must be collected in store with photo identification. The HERMÈS boutique or Hermes.com will not be able to deliver or forward your order to an alternate address.

10. Delivery Time - Problems of delivery

Any failure to deliver or late delivery exceeding 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 fifteen (15) calendar days from the date of confirmation of your order.

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

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

11. Returns - Exchanges – Refunds

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

11.1. To Hermes.com Australia

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

Returns must be sent in their original condition and packaging with all tags, labels and/or barcodes attached to the following address: HERMÈS.COM, 135 ELIZABETH STREET, SYDNEY NSW 2000.

You must enclose the original Hermes.com receipt/tax invoice.

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

You must fill in and send the Return Form card included with your order specifying whether you wish to

exchange the goods returned or require a refund (for refunds shipping charges will not be refunded). Orders delivered to a HERMÈS boutique for In Store Collection must be returned to Hermes.com by you, the receiver, at your own cost using your own preferred carrier within 30 days if you would like a refund.

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

If you ask for a refund, HERMÈS AUSTRALIA PTY LTD will use commercially reasonable efforts to ensure that any refund will be made within seven (7) business days of receipt of the goods returned by crediting your charge or credit card, please note that while the refund will be processed by Hermes.com within seven (7) business days of receipt of the returned item(s) the time for the funds to become available in your account will vary, this can take up to ten (10) business days. 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 a HERMÈS boutique.

If you ask for an exchange for an order completed with PayPal, your credit card details will be required if the amount of the new exchange order is higher than the initial order, any additional amount owing can only be paid by credit card. We are unable to accept PayPal payment for the additional amount owed to complete the exchange order. If the amount of the new order equals the initial order, no credit card information/payment will be required.

If you ask for a refund, the PayPal account used at the time of purchase will be credited the original purchase amount, excluding any shipping costs.

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

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

HERMÈS AUSTRALIA PTY LTD 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.

Except where there is a major failure to comply with a consumer guarantee under the Australian Consumer Law, we are unable to exchange or provide a refund for earrings, undergarments, swimwear, customised and/or personalised items or Nautilus pens that have been assembled and filled with ink.

11.2. To Australian HERMÈS boutiques

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

Returns must be in their original condition and packaging with all tags, labels and/or barcodes attached. You must provide the original Hermes.com Australia receipt/tax invoice along with your return.

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

HERMÈS boutiques do not offer refunds on any goods purchased on the Hermes.com website, including orders delivered for In Store Collection. Under no circumstances will it be possible to credit your credit card.

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

11.3. To HERMÈS boutiques outside Australia

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

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

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

A store credit cannot be issued, only an item exchange at the time of return. The exchange of all bags and small leather goods purchased in Australia will not be accepted abroad unless the exchange is

from the same category. For example, a ready-to-wear item purchased in Australia cannot be exchanged for a handbag.

Due to CITES regulation all exotic skin items are excluded and will not be accepted for exchange even with CITES documentation.

Customised and/or personalised items and special orders will not be accepted for exchange.

Apple Watch Hermès purchased in Australia will not be accepted for exchange.

11.4. Apple Watch Hermès returns and exchanges

In addition to sections 11.1 and 11.2 the Apple Watch Hermès and Apple Watch Hermès straps can be returned to Hermes.com (for refund or exchange) or Hermès Sydney (exchange only) with all original packaging. The inner clear plastic must not be removed from the watch and strap; returns will not be accepted if this inner plastic has been removed. The Apple Watch Hermès cannot have been paired or synced with any electronic device. The serial number on the Apple Watch Hermès being returned must match the serial number on the original receipt. The Apple Watch Hermès and Apple Watch Hermès straps cannot be returned or exchanged in Hermès Melbourne, Brisbane or Pacific Fair or Sydney International Airport.

General Terms and Conditions of Use - 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 AUSTRALIA PTY LTD the right to sell a selection of HERMÈS products over the Internet.

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

The use of the Hermes.com website and the purchase of any products offered on Hermes.com website is 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 INTERNATIONAL may update these Terms and Conditions of Use and the Privacy Policy at any time. 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 labelled 'Customer Service'.

1. 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 INTERNATIONAL on this website. HERMÈS INTERNATIONAL may modify or amend the Privacy Policy at any time as provided in the Privacy Policy.

2. Intellectual Property

All material on the Hermes.com website (trademarks, drawings, designs, illustrations, photographs, sound tracks, written text, logos) is 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 (including all copyright in them throughout the world), 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.

3. Linking

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

4. Limitation of Liability

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

5. Disclaimer of Warranty

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

Notwithstanding any other provision of these Terms and Conditions, where any law implies any term, condition or warranty which cannot be excluded, restricted or modified at all or only to a limited extent, the term, condition or warranty will apply, except to the extent it can be excluded or limited.

To the extent permitted by law, HERMÈS INTERNATIONAL and HERMÈS AUSTRALIA PTY LTD liability for any breach of any such term, condition or warranty to the extent it can be limited, is limited at HERMÈS INTERNATIONAL and HERMÈS AUSTRALIA PTY LTD option, to any one or more of the following:

(a) in the case of goods:

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

(b) in the case of services:

(i) the supplying of the services again; or

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

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

HERMÈS INTERNATIONAL and HERMÈS AUSTRALIA PTY LTD 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 AUSTRALIA PTY LTD 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.

6. Law - Disputes

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

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