

THIS AGREEMENT

Your use of this Website, and your purchase of any products offered on this Website, is subject to and conditional upon your acceptance of this Agreement. Except where you have otherwise expressly agreed to and accepted this Agreement, use of this Website signifies and constitutes your agreement to comply with, and be bound by, this Agreement, including the terms, conditions and provisions of the Privacy Policy ("Privacy Policy") posted on this Website (which are hereby incorporated, by reference, herein as it may be constituted from time to time), which you agree is hereby incorporated into, and forms a part of, this Agreement. You can view the most current version of this Agreement and the Privacy Policy at any time by clicking on the hyperlink labeled "customer service".

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

HERMÈS CANADA INC. ("Hermès Canada") may amend this Agreement at any time immediately upon revision hereof and posting same as revised. You are solely responsible for reading this Agreement each time you visit and use this Website, and your continued use of this Website after any such amendment shall be deemed to express your unqualified agreement with this Agreement as then amended.

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This Website is owned and operated by Hermès Canada under the exclusive Canadian license of HERMÈS INTERNATIONAL, the parent of Hermès Canada. No person other than Hermès Canada is licensed to or permitted to sell HERMÈS products in Canada over the Internet.

You agree and consent to Hermès Canada sending you information, by any media and at any address of yours that you have provided to Hermès Canada, concerning any Hermès Canada product promotion, advertisements, marketing information or other customer related materials. All communication to you by email will include an option for you to cancel, unsubscribe and withdraw your consent at any time.

1. Security and Personal Data

The Privacy Policy exclusively governs the use of any personal information that you provide to Hermès Canada via this Website. You hereby consent to, approve and authorize this Website's use of various tools to better understand your Website preferences, product interests, and related Website visits and related activities, including the use of cookies to monitor and improve this Website's operations and functionality. Such cookies do not contain personal or financial information. They gather statistical data such as the average time spent on a particular page. This kind of information provides insight on how to improve the design, content and navigation of a Website.

This Website is only intended for adults, and is not intended for children.

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The internet is not a secure medium, and neither the privacy of your communications, nor visits to this Website, can be assured. Hermès Canada shall not be liable or responsible for any interception of, access to, or fraudulent interference with, any communication or information you may send to this Website, whether credit card information, personal information, or otherwise, while in transit. The nature of internet communications means that your communications may be susceptible to data corruption, interception and delays. This Website may include inaccuracies or typographical errors. Hermès Canada and any other persons involved in the management of this Website may make changes in the products and prices described in this Website, and to the content of this Website, at any time without notice. Hermès Canada shall not be responsible for any detrimental reliance you place on this Website or its contents. Use of this Website is on an "as is" basis and is entirely at your own risk.

4. Linking

This Website may contain links to third party websites not under the operation or control of Hermès Canada. Other websites that may be accessed from this Website by hypertext links are entirely independent of this Website and shall NOT, in any manner, be construed as any reflection on, any affiliation with, or endorsement of, any such site or entity, or its respective products or services. 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 this Website if expressly authorized in writing by Hermès Canada.

5. Limitation of Liability

IN CONNECTION WITH YOUR VIEWING AND USE OF THIS WEBSITE, EXCEPT FOR ANY COMMERCIAL TRANSACTIONS THAT MAY BE UNDERTAKEN IN CONNECTION WITH THIS WEBSITE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT HERMÈS CANADA SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, HARM, LIABILITY, LOSS, COST, EXPENSE, OR INJURY SUFFERED IN ANY CONNECTION WITH THIS WEBSITE WHATSOEVER, INCLUDING AS A RESULT OF USING, ACCESSING, COPYING, OR DOWNLOADING ANY PART OF THIS WEBSITE'S CONTENT. IN NO EVENT SHALL HERMÈS CANADA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT, OR IN TORT, NEGLIGENCE, EQUITY, OR OTHERWISE EVEN IF HERMÈS CANADA HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU AGREE TO HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE WEBSITE AND WILL NOT MAKE A CLAIM AGAINST HERMÈS CANADA FOR LOST DATA, RE-RUN TIME, DATA CORRUPTION, BREACH OF SECURITY COMMUNICATION INTERCEPTION, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM ANY USE OF THIS WEBSITE.

Hermès Canada shall not be responsible or liable for any visit, use or detrimental reliance that you may place on this Website.

YOU AGREE AND ACCEPT THAT HERMÈS CANADA DENIES, AND IS EXCLUDED FROM, ANY HARM, LOSS, DAMAGES OR OTHER LIABILITY ASSOCIATED WITH ANY UNAUTHORIZED THIRD PARTY CONDUCT CONCERNING THIS WEBSITE, INCLUDING ANY CYBER ATTACK, WEBSITE AVAILABILITY (DENIAL OF SERVICE ATTACK), OR HACKING OF THIS WEBSITE, REGARDLESS OF WHETHER OR NOT SAME ARISES WHERE ANY PERSONAL INFORMATION/CREDIT CARD INFORMATION MAY BE ACCESSED, SABOTAGED, VIEWED, COPIED, STOLEN, TRANSMITTED OUT OR OTHERWISE INTERFERED WITH.

6. Disclaimer of Warranty

You accept and agree that Hermès Canada does not guarantee or represent that:

- this Website is free from malware, unauthorized code, viruses, worms, trojan horses or other destructive material;
- the information contained on this Website are accurate, complete or up to date.

This Website may contain technical defects; Hermès Canada does not agree or guarantee that any such defects will be corrected.

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7. Website Languages

This Website, and this Agreement, is provided in both official languages of Canada: English and French.

8. Law - Disputes

This Agreement shall be exclusively governed by and construed in accordance with the laws of Ontario, Canada, and the federal laws of Canada applicable therein, without regard to principles of conflicts of laws. You agree and confirm that all transactions, activities, undertakings by you and Hermes Canada, and your use of this website, are deemed to have exclusively occurred, and taken place, within the Province of Ontario, Canada. This Agreement, whether expressed in either English or French, shall be interpreted only in accordance with the English language version of this Agreement before an Ontario court of competent jurisdiction. In the event of a dispute, the Superior Courts of Ontario and all courts of appeal there from shall have non-exclusive jurisdiction to consider and determine all disputes, litigation, and claims, both at law and in equity that may arise in connection with this Agreement. You hereby irrevocably attorn to and accept the exclusive jurisdiction and venue of such Ontario courts for such purposes and waive any right which you may have to transfer or change the venue of any suit, action, or proceeding.

HERMÈS CANADA PRODUCT PURCHASE TERMS & CONDITIONS

1. Purchase - Terms of ordering

This Website may be used to order a selection of HERMÈS products from Hermès Canada, directly online via the Internet from Canada only. For each order on this Website, your acceptance of this Agreement in force at the date of the order will be requested. Only persons with legal capacity, including persons over the age of 19, may purchase goods from Hermès Canada through this Website. You represent, warrant and agree that you have such legal capacity, that you are not a minor, and that you acknowledge Hermès Canada's material reliance on such representation and warranty.

An Internet Shopping Specialist is available to assist with questions, Monday to Friday, 9:00 a.m. to 5:00 p.m. EST toll free from anywhere in Canada at 1-855-770-8626 excluding national holidays.

The delivery zone for Hermès Canada products ordered via this Website and 1-855-770-8626 referred to above is restricted to Canada (see "Delivery zone"). An order can be placed for one delivery address

within the Delivery Zone as provided below.

To ensure a best quality service and product availability, you may not order on this Website more than 9 items of the same reference number within a period of fifteen (15) calendar days excluding leather. Quantities are subject to availability and at the discretion of Hermès Canada.

For any exceptional order, please contact Hermès Canada's Customer Service by phone or by email.

2. Purchase - Availability

Our offers of products and prices are valid only as they are presented on this Website, and subject to availability. From time to time, errors or amendments on this Website may 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 we will propose to you to either order another item shown on this Website in substitution or to cancel your order.

If you choose to cancel your order for non-personalized products or personalized products, you will be immediately refunded if your bank account or credit card has been debited. Orders for personalized products may only be cancelled within one (1) hour after you have received the first email confirming that such order has been placed by you. Personalized products may neither be returned nor exchanged.

Hermès Canada is not liable in case of stock outage or unavailability of products.

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

The products which may be subject to a personalized marking are indicated on the site Hermès Canada with a specific mention. Some products on the site Hermès Canada are exclusively sold with a personalized marking and therefore may not be purchased without customization.

From time to time, some Hermès products may be offered for sale only through this Website and any permitted returns or exchanges may not be made by you at the Hermès Canada store and therefore exchanges may take longer than otherwise indicated for other products.

3. Purchase – Finalization of the Order

You may at any time:

- add HERMÈS products to your selection by clicking on "Purchase",
- view the selected HERMÈS products by clicking on "my cart",

For each product selected on this 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 are responsible for ensuring that information accurately reflects your selection before confirming your order. Upon confirmation, your order will be submitted to Hermès Canada 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 this Website are representative of the original products, variations may occur due to technical restrictions of colour reproduction on your computer. You agree that all purchases you make on this Website are from Hermès Canada and no other party, and all legal and contractual obligations and duties in any connection with this Website, including any related orders and purchases, are strictly and exclusively between you and Hermès Canada, and do not involve (to any extent) either Hermès Canada or HERMÈS INTERNATIONAL. Accordingly, neither Hermès Canada nor HERMÈS INTERNATIONAL shall be responsible or liable in any connection within this Website, including concerning any error or inaccuracy in the photographs or graphical representations of HERMÈS products displayed on this 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".

Please note that, from product to product concerned by the personalized marking, some of them are marked by hand and the photograph displayed on the site Hermès Canada is only a simulation. Accordingly, Hermès Canada shall not be liable for any difference related to the marking between the photograph of the product displayed personalized and the delivered product.

For every order you make on this Website, you must provide complete and accurate information that is

required. The information requested shall include: title, surname, first name, phone number, e-mail address, delivery and invoicing address.

For a gift order, you will be able to include a gift card message of up to 100 characters.

At the end of the ordering procedure, you are invited to click on the "pay for your purchases" button. When you have completed your order, your order will be transmitted to Hermès Canada for processing. You may only modify or cancel your order by contacting the Customer Service Department by phone at 1-855-770-8626, except that for orders which are subject to a personalized marking, you must contact the Customer Service Department immediately if you wish to make changes to such order and within twenty-four (24) hours after such order is accepted.

Not all orders may be accepted, and Hermès Canada reserves the right, in its absolute discretion, to decline or refuse any orders. Hermès Canada, reserves the right to cancel any order placed by a customer with whom it has a dispute concerning a prior order, or if Hermès Canada 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.

For each order to purchase products on this Website, you will receive an order summary. The acknowledgement of receipt shall mention the description of the products selected, the quantity, the price and the shipping cost. You can create an account in order to save your invoicing and delivery information for future orders. You will be asked to create your own password for subsequent use of the account. At your own risk, you agree to secure and protect your login information confidential and never communicate it to third parties. Accordingly, you agree that any purchase made using your login information shall be deemed to be done by you as the owner of the login information. If your password is lost, stolen or used fraudulently, you must inform Hermès Canada immediately. You may deactivate your account on this Website by sending an e-mail to Hermès Canada's Customer Service Department at any time. After deactivating your account, you are free to create a new account at your convenience.

The data registered by this Website records and maintains a record of all transactions operated between Hermès Canada and its customers. You agree and confirm that, in case of dispute between Hermès Canada and one of its customers about a transaction made on this Website, all information, transaction data, records, and your activities on this Website that is captured, recorded, stored and maintained by Hermès Canada shall constitute accurate, complete and reliable records and admissible legal evidence of all such activities, information, transactions and related content.

4. Purchase - Price Payment

The prices of Hermès products are indicated in Canadian currency, excluding taxes and shipping costs (see "6. Shipping and Delivery").

Hermès Canada reserves the right to modify the prices of products offered on this Website at any time by posting same as this Website and without prior notice to you. You will be charged the prices displayed on this Website at the time your order is placed provided the goods ordered were available at this time. The personalized marking will be invoiced according to the products concerned.

You are required to pay for any order placed on this Website immediately when you place your order. We only accept payment by charge card or credit card. You cannot use store credits or gift certificates issued by Hermès Canada boutiques to purchase items offered on this Website.

We accept the following charge cards and credit cards: MasterCard®, Visa®, Diners Club®/Carte Blanche®, American Express®, Discover® and China Union Pay®. Your order will only be processed by **Hermès International** and accepted 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 processed and shipped except for the product orders that are to be subject to a personalized marking (in this case, the debit will be carried out when such order is placed). If any of the products in your order are unavailable, we will only charge you the prices, taxes and shipping costs for the goods purchased.

5. Purchase - Reservation of title

All ordered products shall remain the property of Hermès Canada until payment is received by Hermès Canada and delivery has been made to you.

6. Shipping and Delivery - Delivery Zone

6.1. For deliveries to a postal address:

Goods purchased via this Website may only be delivered within Canada.

Any delivery address situated outside of Canada will be refused during the ordering procedure. Hermès Canada 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 in your order.

6.2. For collection in store:

You can collect your order made on Hermes.com in store. This service for Hermes.com customers is available for the following Hermès stores : Toronto, Montreal, Calgary and Vancouver.

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:

<u>Order Value</u>	<u>Delivery Service</u>		
	<u>Ground</u>	<u>Express 2 day</u>	<u>Express Overnight</u>
>\$300	\$18.00	\$33.00	\$37.00
\$300-\$700	\$20.00	\$37.00	\$42.00
\$700-\$1000	\$22.00	\$42.00	\$48.00
\$1000+	\$25.00	\$48.00	\$56.00

1. Fragrance products may only be shipped ground.
2. Out of Delivery Area surcharges may apply.

Enjoy complimentary ground shipping on all orders, excluding the 'Le Flâneur' bike.

Please Note: any order including at least one product with personalized marking entails an additional time period for delivery of a minimum of six working days. If the personalized marking process is to take longer, you will be notified accordingly. An order including such a product will be dispatched only when this product has been marked with the personalized marking. Hermès Canada advises you to place a separate order for such products.

Ground Delivery: allow between two and seven working days between the date of your order and your date of delivery. This option is not available for addresses in Yellowknife and the Northwest Territories.

2-Day Delivery: your order must reach us before 2 p.m. (Eastern Standard Time). It will be delivered within two business days. Some exceptions may apply for out-of-delivery-area addresses.

Overnight Delivery: your order must reach us before 2 p.m. (Eastern Standard Time). It will be delivered the following working day. Some exceptions may apply for out-of-delivery-area addresses.

If you are not sure of your postal code, please contact our Customer Service on 1-855-770-8626 (toll free number available only from within Canada), 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 this Website before you confirm your order. This amount will be payable by you in addition to the price, including taxes, of the goods ordered.

7.1. Delivery Time - Time required for delivery

7.1.1. For deliveries to a postal address:

During the order processing, we will inform you of the estimated time for delivery and the various forms of delivery available for the goods purchased.

Some tableware 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 Canada reserves the right to divide the delivery of 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 fee for the aggregate order.

7.1.2. For collection in store:

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

For collection from an Hermès store in Toronto, your items will be available within:

- 1 business day for orders placed and confirmed before 1 p.m. on a weekday
- 2 business days for orders placed and confirmed after 1 p.m. on a weekday

For collection from an Hermès store in Montreal, Calgary or Vancouver, your items will be available within 3 to 8 business days for all orders confirmed before 2 p.m. Monday to Friday.

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

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

7.2. Delivery Time - Delay

You must report any failure to deliver or late delivery exceeding eight (8) business days to our customer service as soon as possible. In order for your claim to be accepted, do not notify us of non-delivery more than a maximum of thirty (30) calendar days from the date you were provided with the 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 "10. Returns - Exchanges - Refunds".

Hermès Canada shall not be responsible or liable for any delivery or return delays, interruptions, sabotage, interference or failures that are caused (whether directly or indirectly) by any cause, event, or circumstance that is outside of Hermès Canada's influence or control, such as (without limitation) any labour unrest (strikes, lock-outs or otherwise), civil unrest, third party criminal conduct, pandemic, natural disasters, extreme weather or accidents.

7.3. Returns - Exchanges - Refunds

7.3.1. To Hermes.com

Your order will be accepted for refund or exchange if returned in original condition and packaging, within thirty (30) days from the delivery date. The returned item(s) must be accompanied with the original receipt or a copy in the case of a partial return.

Returning a product for exchange or refund is complimentary. In order to do this, you must return the articles to us via FedEx® 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, with an appointment service in the latter case);

- to download and print your pre-paid return label.

• A product ordered on the Hermès Canada site and which has been subject to a personalized marking at the purchaser's request will not be accepted for return or exchange. All items subject to a personalized marking are Final Sale.

• If the purchaser asks for a purchase price refund, Hermès Canada will use commercially reasonable efforts to ensure that any refund will be made within five (5) business days of receipt of the goods returned by crediting charge or credit card which was used to pay for the order. Under no circumstances will it be possible to grant the purchaser an electronic credit usable on this Website, nor will the website issue a store credit for use in a Hermès boutique.

• If you wish to return an item received as a gift, you may exchange it for an item(s) of equal value within the thirty (30) days following date of delivery. The gift recipient is only entitled to a merchandise exchange and neither a purchase price refund nor a credit note. Please contact our Customer Service Department who will send you the pre-paid return label by email.

- If the amount of the product(s) selected in replacement is greater than the amount of the product returned, the gift recipient will have to pay the price difference in accordance with this Agreement;

- It is possible to select one or several different items which together are equal in value to the full value of the original item you received as a gift. No store credit will be issued through Hermes.com in the instance of a price difference.

• The following conditions apply to perfume returns:

- the product must not be open and must be returned in its original packaging (in its transparent film);

- when returning products that may have 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 the Customer Service Department who will record your return. You can then return your package by a carrier of your choice to the following address:

H.com/22060
131 Bloor Street West, Suite 202
Toronto, Ontario
M5S 1R0

In this case, it is your responsibility to obtain proof that the goods have been returned, and to return the goods by a registered carrier of your choice which gives proof of posting and delivery. The cost of returning the goods shall be borne by you. HERMÈS CANADA is not responsible for items returned to Hermes.com which are lost, misdirected or delivered late by a carrier of your choice. It is your responsibility to assume all risk for such returns, and are liable for all costs, insurance and freight associated with such returns.

Hermès Canada has sole and absolute discretion in determining whether the products are in original condition when returned to Hermès Canada website.

Hermès Canada does not currently exchange or allow refunds for goods purchased in HERMÈS boutiques via this Website.

Return policy for the Apple Watch:

Online purchases of the Apple Watch Hermes must be returned back 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.

7.3.2. To Hermès boutiques

Any HERMÈS product purchased (or received as a gift) via this website may also be exchanged for a different product or for a store credit in a number of Hermès Canada 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.

- The purchaser or gift recipient must provide the original receipt along with the returns, or a copy of the

receipt if only part of the order is being returned. A list of Hermès Canada 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 for the delivery of a product purchased on this Website will not be refunded when the product(s) is returned (for exchange or store credit) to a Hermès Canada boutique.

- It is at the discretion of Hermès Canada to accept a return without an original receipt. In such an instance, the credit note will reflect the price of the item only, excluding taxes.

- If the amount of the product selected in replacement is less than the amount of the product returned, the price difference will be issued in the form of store credit by Hermès Canada in accordance with the agreement.

Hermès Canada boutiques do not offer refunds on any goods purchased on this Website.

For collection in store:

Upon collection of your order, you may request:

- an exchange or a store credit valid for 1 year

- a refund (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 fifteen (15) business days of receipt of goods.

Important:

You represent and covenant that you are accessing this Website, and engaging in any associated transactions, within Canada and not from any other jurisdiction, territory or nation whatsoever. Hermès Canada reserves the right to prosecute all misrepresentations, willful injury, fraud, malicious conduct, and any criminal conduct that you may engage in in any connection with this Website.

LEGAL INFORMATION

Website Hosting

This Website is enabled for Hermès Canada by each of:

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- and -

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M5S 1R0

Our Customer Service is available to answer any question you might have.

You can contact us at any time by email, at the following address: service.ca@hermes.com

