

dunhill UK DISTANCE SALES FROM RETAIL BOUTIQUES

CONDITIONS OF SALE

Last updated: September 2020

About dunhill and these Conditions of Sale

These Conditions of Sale apply to any sales of dunhill products or services that you may order from Alfred Dunhill Ltd by e-mail or phone at a distance via the relevant retail boutique of dunhill (together the “**dunhill Boutique**”).

Alfred Dunhill Limited has its registered offices at 15 Hill Street, London, W1J 5QT (**dunhill** and “**we**”, “**us**” and “**our**”). Our VAT number is GB238 468 727.

In addition, our information collection practices and the ways in which we may use and protect that information, are further set out in our Privacy Policy. Persons wishing to use the dunhill Boutique will also be deemed, by virtue of such use, to have agreed to be bound by the Privacy Policy, which are incorporated into these Conditions of Sale by reference (and are available here: <https://www.dunhill.com/gb/Help/LegalArea/PrivacyPolicy>). By placing an order, you agree to be bound by the Privacy Policy, the terms of which are incorporated into these Conditions of Sale.

Please read these Conditions of Sale carefully. These Conditions of Sale are applicable to any order placed through the dunhill Boutique. Please note that before placing an order for products or services, you will be asked to agree to these Conditions of Sale. If you do not agree to these Conditions of Sale, then you will not be able to order any products or services through the dunhill Boutique. Sales concluded in person through physical points of sale (such as our retail boutiques) or third parties (such as authorized retailers) are not subject to these Conditions of Sale.

Updates to these Conditions of Sale

We may make changes from time to time to these Conditions of Sale so please check back regularly to keep informed of updates. The latest version of these Conditions of Sale will always be available on request. Any changes to the Conditions of Sale made after you have placed an order will not affect that order and your relationship with us, except as may be required by applicable law.

Purchasing eligibility

Only individuals (and not legal entities) who (a) have reached the age of legal majority required to enter into contracts (eighteen in most countries); (b) have legal capacity to enter into contracts; and (c) use a shipping address in the country or countries that we ship to as specified by the dunhill Boutique, may order products through the dunhill Boutique. If you are under the age of legal majority or otherwise cannot lawfully

enter into a contract, you must have your parent or guardian place an order on your behalf and they will be asked to agree to these Conditions of Sale.

By placing an order through the dunhill Boutique, you represent and warrant that you are a bona fide end-user customer purchasing for your own or another's personal use and will not deliver, sell or otherwise distribute our products or purchase our products or services for commercial purposes.

Product availability & quantity

All orders placed through the dunhill Boutique are subject to availability and acceptance of such orders by us. The dunhill Boutique can provide more information as regards these products. For information about the order process, please refer to our Order Process section below.

Quantity limits may apply in relation to orders for certain products. We reserve the right to refuse at any moment in time, without prior notice, orders exceeding a certain number of authorized products.

Personalized services

Personalization services (for example engraving or embossing) or other services may be available on a selection of products. If you wish to have your product personalized, please provide the details in the dunhill Boutique as requested.

We reserve the right to withhold or refuse acceptance of any order for personalized products, or with a message card, that contains language that is objectionable, unlawful or contrary to our policies. You are responsible for ensuring that any wording you provide for personalizing products is correct.

In addition, orders for personalized products cannot be cancelled and such products that have been personalized in any way or otherwise made to your bespoke specifications cannot be returned to us for exchange or refund as described in these Conditions of Sale. This does not affect your consumer rights (please see the Manufacturer's guarantee and your legal consumer rights section for further information).

Order Process

For orders being placed through the dunhill Boutique, the dunhill Sales Associate will walk you through the steps above and verbally ask you to confirm the details of your order.

We reserve the right, in our sole discretion, to refuse, cancel and terminate orders at any time on reasonable grounds. For example, we may refuse, terminate or cancel your order if there is an ongoing dispute concerning payment of a prior order or if we suspect, in our sole discretion, that you have engaged in (i) fraudulent activities; or (ii) have otherwise violated these Conditions of Sale.

Prices, taxes and shipping costs

All prices quoted by the dunhill Boutique include sales taxes/VAT but exclude shipping costs and other taxes unless otherwise stated.

The applicable currency will be updated based on the shipping destination after you provide us with the delivery address and will be shown in your shopping bag before you place your order. You should check updated prices and currency carefully.

Sales, use or other taxes will vary based on the location to which products are being shipped.

Shipping costs, if any, are described in the Shipping Policy below or by the dunhill Boutique. Shipping costs are not stated on the product pages but will be added to the product price after you have chosen your delivery options. These costs will be summarised before you are asked to confirm and place your order and will also be reflected in our email correspondence with you once you have chosen your delivery options.

We reserve the right to modify prices and delivery costs at any time without prior notice.

We take reasonable care that the prices of products and delivery costs are correct at the time when the relevant information was entered into the system or communicated to you via the dunhill Boutique. However, it is always possible that, despite our reasonable efforts, some of the products offered through our dunhill Boutique or delivery costs may be incorrectly priced. If any of the products you place an order for or any delivery costs are incorrectly priced, we will contact you as soon as possible to inform you of this error. If we are unable to contact you using the contact details you have provided during the order process, we will cancel the order and notify you in writing. If we mistakenly accept and process your order where a pricing or delivery cost error occurs, we may cancel supply of the product and refund you any sums you have paid.

Payment

We accept the methods of payment identified as part of the order process via the dunhill Boutique. Depending upon the means of payment, we may require additional information, including specific forms of identification.

We offer you the ability to prepay for your products, either as a full prepayment or a partial prepayment. Where we offer partial prepayment as an advance payment method, the partial prepayment will be taken immediately following the placement of your order. However, prepayments shall not impact any of your legal rights under these Conditions of Sale (including for example any right of withdrawal and/or refund). If we cannot meet our shipping and/or delivery obligations set out below, we will notify you via e-mail and we will refund the pre-payment without undue delay.

When ordering using our Pay-by-Link process, you will need to enter your payment details on the appropriate form. In the case of an order placed by telephone, you will need to communicate to the dunhill Boutique your complete payment details. All payment card holders are subject to validation check and

authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, you will need to contact your card issuer directly to solve this problem.

Other payment methods may also be subject to validation checks and authorization by the payment system providers as well. You expressly authorize us to perform security checks, where we deem necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your payment card details, to authenticate your identity, to validate your payment card, to obtain an initial payment card authorization and to authorize individual purchase transactions.

Acknowledgement of Order

Once you have made your choice and your order has been placed through the dunhill Boutique, you will receive a written Acknowledgement of Order (by e-mail or otherwise confirming the details of your order together with an order reference number). Please make sure that you save this order reference number for any future enquiries regarding your order. This Acknowledgement of Order is not an acceptance of your order. To confirm the order, we will conduct its usual credit, anti-fraud, security and related legal checks and, if acceptable, will then process your order. Upon receipt of the Acknowledgement of Order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the Acknowledgement of Order does not reflect your intentions, you should contact the dunhill Boutique promptly.

These Conditions of Sale will be provided to you when we acknowledge your order.

Shipping Policy

We only accept orders for delivery to the country or countries that are identified during the Order Process. Please note that we do not ship to certain addresses, such as military, certain restricted areas, pick-up points, or PO boxes. For further information, please contact the dunhill Boutique.

Boutique pick-up may be offered, free of charge, to certain locations. We will inform you by e-mail or by telephone when the product is ready for pick-up at the boutique.

If you order several products, we will ship the order only once all products are available (there will be no partial shipments unless otherwise communicated to you).

Confirmation of Order & Shipment

Upon shipment of your order, we will send you a Confirmation of Order & Shipment in writing (by e-mail or otherwise). This Confirmation of Order & Shipment constitutes our acceptance of your order and indicates the existence of a binding sales contract.

Delivery

We will use reasonable efforts to ensure delivery by the carrier within the estimated delivery lead time from the date of our written Confirmation of Order & Shipment and in any event within thirty (30) days after that date, except if your purchase relates to a product or service that we have explained to you will take additional time to deliver, for example in the case of products or services that we personalize or produce to your specifications.

When ordering through the dunhill Boutique, you may be able to choose a specific delivery date as available on the dunhill Boutique. Any such specific delivery date remains subject to our confirmation.

If delivery of products is delayed by an event outside our control, we will inform you as soon as possible and will use reasonable efforts to minimise the effect of the delay. If we do not deliver within thirty (30) days from the date of the written Confirmation of Order & Shipment or any other time limit as indicated by us, you may contact the dunhill Boutique to cancel the relevant order and get a refund of any sums you pre-paid us for any products which you have not received.

In any event, your sole remedy for any failure by us to deliver the order to you shall be your right to cancel the relevant order and receive a refund of sums you pre-paid us for any products which you have not received.

When estimating your delivery time, please allow time for credit approval, address verification, security checks and order processing. Please note that delivery is always subject to receiving your full payment.

We will require a handwritten or electronic signature by you, or a person at the nominated delivery address (unless arranged by you otherwise), to confirm the delivery of each product, at which point risk and responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example, as a gift), then you understand and accept that evidence of a signature by such recipient (or a person at the delivery address) is evidence of delivery and fulfilment of the sales contract by dunhill and transfer of responsibility to the recipient in the same way as if the product had been delivered to you. We reserve the right to deliver products only to the person who is the intended recipient of the order as stated on the label of the parcel and to request ID check for verification purposes at the time of delivery for certain categories of products.

Invoices

When ordering products via the dunhill Boutique, you will receive an invoice that will be sent to you in writing (to your e-mail address as a PDF attachment or otherwise).

Returns and Exchanges

(a) Right to Cancel

You have the right to cancel the contract created by our written order confirmation without giving any reason fourteen (14) days from the day on which you acquire, or someone you nominate (other than the carrier) acquires, physical possession of the products in your order. If you are a customer based in the European Union or the European Economic Area and have made a purchase via the dunhill Boutique, this is considered to be your statutory right to withdraw from the contract. To meet the withdrawal deadline, it is sufficient for you to withdraw before the withdrawal period has expired.

To cancel the contract and return your product(s), you can contact our dunhill Boutiques and follow the instructions that will be given to you, or you can send us in writing an unequivocal statement such as a letter or e-mail to **customer.service.uk@dunhill.com**. Alternatively, you may cancel using the Model Cancellation Form, but it is not obligatory.

(b) Return Process

To return a product to a dunhill retail boutique, please call the dunhill Boutique for details of their returns process (first to confirm the appointment with your selected dunhill retail boutique). You may be asked to provide photos of the products for us to make a first assessment of the condition of these products.

(c) Condition of Returned Products

We will verify that the returned product satisfies the conditions of the Returns and Exchanges Policy and, if so, then proceed with the applicable refund or exchange.

Our products must be returned in a new and unused state, in perfect condition, with all protective materials in place and tags and stickers attached to them (if applicable), as well as with the original dunhill box and delivery package, including all accessories and documents. For example, timepiece bracelets that have been adjusted at your request must be returned with the exact same number of links as in the original delivery package. We reserve our right not to accept any return if the product shows signs of wear, or has been used or altered from its original condition in any way or, as an alternative, may reduce the amount of any applicable refund or exchange accordingly.

If you have received free items as part of your order, they must be returned with the products.

All returns will be subject to strict Quality Control (“**QC**”) by us to ensure that the returned products satisfy these requirements. If the products do not meet QC standards, we will refuse the return, and the products will be returned to you. If the returned product satisfies QC, we will proceed with the applicable refund or exchange.

Failure to comply with these Conditions of Sale will entitle us to refuse the returned product and send it back to you, at your own cost.

(d) Products you cannot return or exchange

Orders for products that have been personalized in any way or otherwise made for you with bespoke specifications cannot be cancelled and such products cannot be returned to us for exchange or refund. This includes, without limitation, products that have been engraved or embossed.

Writing instruments that have been filled with ink, as well as bottles and refills that have been opened, cannot be returned to us.

Cosmetic products that have been opened or for which their original seal has been removed cannot be returned to us. Cosmetic products must be returned unused, unopened and with their original seal otherwise we will not accept them. Please note, fragrance and aerosols are final sale and may not be returned.

(e) Refunds

You may return a product purchased through the dunhill Boutique for refund, provided that the return complies with these Conditions of Sale, in particular with (a) Right to Cancel and (b) Return Process above.

Only the buyer will be entitled to receive a refund of the purchase price. In no event will a person who has received the product as a gift (i.e. a “**Gift Recipient**”) be entitled to receive a refund. If you are a Gift Recipient and wish to return a product, please contact the dunhill Boutique to discuss your options.

If the return complies with these Conditions of Sale, we will use commercially reasonable endeavours to refund the purchase price to the buyer using the same means of payment as used by the buyer for the initial transaction within fourteen (14) days after receipt of the returned item by the dunhill Boutique. Initial shipping charges will be refunded, except where you had originally opted for a non-standard delivery, in which cases the supplemental costs will be non-refundable.

(f) Exchanges

You may return a product purchased through the dunhill Boutique for exchange with another dunhill product, provided that the return complies with these Conditions of Sale, in particular with (a) Right to Cancel and (b) Return Process above.

In any event, the sale of the returned product will be cancelled and a new order for the product ordered must be placed.

Should a product be returned to the dunhill Boutique for exchange with a less expensive product, only the buyer of the returned product will be entitled to receive a refund of the price difference.

If a product is returned for exchange with a more expensive product, you will have to pay the price difference.

Manufacturer's guarantee and your legal consumer rights

We are committed to ensuring that each product strictly complies with our quality criteria and that it has passed all our controls, both technical and aesthetic.

Selected products are covered by the applicable dunhill Guarantee. If you wish to repair a product covered by the applicable dunhill Guarantee, please refer to the applicable dunhill Guarantee, and call our dunhill Boutique for more information.

In your capacity as consumer, you may have legal rights under the applicable law of governing the sale of consumer goods; those legal rights are not affected by these Conditions of Sale or the applicable dunhill Guarantee.

Complimentary Services

The following complimentary services will be proposed, free of charge, by the dunhill Boutique:

(a) Gift Wrap and Packaging

All orders will be shipped with the dunhill box gift wrapped in dunhill special packaging, together with a dunhill shopping bag (where applicable).

(b) Engravings / Embossing

Engraving and embossing may be available on specific products, and offered only through sales transactions completed through the dunhill Boutique.

If you wish to have your dunhill product engraved or embossed, please provide the details to the dunhill Boutique.

Orders for personalized dunhill products cannot be cancelled and personalized dunhill products cannot be returned to dunhill for exchange or refund.

(c) Gift Note

You may personalize your order by adding a personalized note that will be printed by dunhill on a gift card to be included in your order package. Dunhill reserves the right to reject gift card notes it deems offensive or inappropriate to be sent on dunhill -logo stationery.

Repairs

For any repair inquiries relating to a product ordered through the dunhill Boutique, please contact our dunhill Boutique.

Product descriptions

We try to ensure that the information, including product descriptions, dimensions, and colours, provided on our websites, in advertisements or catalogues or as provided by the dunhill Boutique is accurate and complete. However, we make no guarantees, whether express or implied, in relation to the accuracy, reliability and completeness of such information. In particular, any description and information concerning the weight of precious materials and the number of stones and carats are provided as an indication only and may vary slightly.

Limitation of liability

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to the products and dunhill Boutique whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Sale limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these Conditions of Sale for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of the product(s) in your order.

Please note that in some jurisdictions, consumer protection laws may not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations may not apply.

General provisions

If any provision, or part of a provision, of these Conditions of Sale is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Conditions of Sale, and the legality, validity or enforceability of the remainder of the provisions of these Conditions of Sale shall not be affected, unless otherwise required by operation of applicable law.

These Conditions of Sale (and associated terms incorporated by reference) constitute the entire agreement between you and us in relation to the order of products or services, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

We are not responsible for any failure or delay in performing or complying with our obligations under these Conditions of Sale which arises from any cause beyond our reasonable control.

The waiver by us of a breach of any provision of these Conditions of Sale will not operate to be interpreted as a waiver of any other or subsequent breach.

This contract is between us and you. No other person shall have any rights to enforce any of its terms. However, if you purchase a product as a gift, the recipient of your gift will have the benefit of the applicable dunhill Guarantee.

Applicable law and jurisdiction

These Conditions of Sale shall be governed by and construed in accordance with the laws of England and Wales, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or in relation to the Conditions of Sale, including the validity, invalidity, breach or termination of the Conditions of Sale, shall be adjudicated or arbitrated in accordance with the Conditions of Sale. Where the laws of England and Wales are different to the mandatory consumer laws in your own country, we will afford you with similar protection.

You may bring proceedings against us either in the courts of England or in the country where you are domiciled. We may also bring proceedings against you in the courts of the country where you are domiciled.

Without any restriction to bring proceedings before a court, you and dunhill will first make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Conditions of Sale or any breach thereof.

If you are a consumer resident in the European Union, you have the right to submit your complaint to an Alternative Dispute Resolution entity. To find a list of ADR entities in your country, you may refer to the European Commission Online Dispute Resolution platform at the following address: [http://ec.europa.eu/consumers/odr/Entire Agreement](http://ec.europa.eu/consumers/odr/Entire%20Agreement).

Contact us

If you have any questions or comments about these Conditions of Sale, or matters generally, please contact us at the address provided below.

Alfred Dunhill
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T: +44 20 3425 7300

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48 Jermyn Street
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Bicester OX26 6WD
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T: +441869354950

Model Cancellation Form

- To [Boutique], [Insert Boutique Address]

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*),

- Name of consumer(s),

- Address of consumer(s),

- Signature of consumer(s) (only if this form is notified on paper),

- Date

(*) Delete as appropriate