

# **dunhill US DISTANCE SALES FROM RETAIL BOUTIQUES**

## **CONDITIONS OF SALE**

**Last updated: October 2023**

### **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 Richemont North America, Inc. using Pay-by-Link, including sales by e-mail or phone via a retail boutique or at an event outside of the dunhill boutique (together the “**dunhill PBL**”).

Richemont North America, Inc. has its registered offices at 645 Fifth Avenue, 5th Floor, New York, NY 10022, U.S.A. (“dunhill” and “**we**”, “**us**” and “**our**”).

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 PBL will also be deemed, by virtue of such use, to have agreed to be bound by the Privacy Policy, which is incorporated into these Conditions of Sale by reference (and is available here: [Privacy Policy](#)). 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 PBL. 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 PBL. Sales concluded in person at our retail boutiques or with third parties (such as authorized retailers) or online via our dunhill website 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 states), (b) have legal capacity to enter into contracts, and (c) reside in the

continental United States of America, Alaska, Hawaii or the District of Columbia at the time purchase may order products through the dunhill PBL. 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 PBL, 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 dunhill products or purchase dunhill products or services for commercial purposes. Bulk purchases and purchases for resale are prohibited.

## **Product Availability & Quantity**

All orders placed through the dunhill PBL are subject to product availability and acceptance of such orders by us. The dunhill PBL can provide more information as regards the products or the availability of 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 time and without prior notice, orders exceeding a certain number of products.

## **Personalized Services**

Personalization services (for example engraving) 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 PBL 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 (except where defective) 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 placed through the dunhill PBL, the dunhill Sales Associate will assist you in placing your order and will 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 PBL include sales taxes but exclude shipping costs and other taxes unless otherwise stated.

The price will be updated based on the shipping destination after you provide us with the delivery address and will be communicated to you before you place your order. You should check updated prices carefully.

Sales, use or other taxes will vary based on the location to which products are being delivered. You should check updated prices and currency carefully.

Shipping and handling costs, if any, are described in the Shipping Policy below or by the dunhill PBL. Shipping and handling costs will be added to the product price after you have chosen your delivery options. These costs will be summarized before you are asked to confirm and place your order and will also be reflected in our correspondence with you once you have chosen your delivery options.

We take reasonable care that the prices of products and delivery costs are correct when the relevant information is communicated to you via the dunhill PBL. However, it is possible that, despite our reasonable efforts, some of the products offered or shipping and handling costs may be incorrectly priced and/or applicable laws have changed that may impact taxes associated with your order. If any of the products or any delivery costs are incorrectly priced and/or a different tax applies, we will contact you as soon as possible to reconfirm the order and new amounts. 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 the order and refund you any sums you have paid.

## **Payment**

We accept the payment methods identified in the order process via the dunhill PBL. Depending on the means of payment, we may require additional information, including specific forms of identification. When ordering using our Pay-by-Link process, you will need to enter your payment details on the appropriate form. All payment card holders are subject to validation check and authorization by the card issuer. If your payment card issuer 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. 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, including but not limited to your payment card details, to authenticate your identity, validate your payment card, obtain an initial payment card authorization, and authorize individual purchase transactions.

Depending on your payment method, type, and nature of your purchase, your account may be immediately debited during the checkout process or a hold may be placed on your account for a period of time or until the product is shipped. Please contact the dunhill Boutique or your payment card provider for more details.

Where we offer you the ability to prepay for your products, either in full or as a partial prepayment, the prepayment will be taken immediately following the placement of your order and subject to the specific requirements communicated by the dunhill Boutique or dunhill PBL during the prepayment process. Prepayments (in whole or in part) are non-refundable; however, prepayments shall not impact your legal rights under these Conditions of Sale.

dunhill is prohibited under U.S. law from making sales of its goods to individuals or companies designated on the Office of Foreign Assets Controls ("OFAC") Specially Designated Nationals ("SDN") List, or to country destinations sanctioned by the U.S. Any such transactions will be declined.

## **Shipping Policy**

We only accept orders for delivery to addresses in the continental United States, Alaska, Hawaii and the District of Columbia. Please note that we do not ship to certain addresses, such as military, certain restricted areas (such as hotels), pick-up points, or PO boxes.

Boutique pick-up may be offered, free of charge, to certain locations. Please contact the dunhill Boutique for more information.

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

**Delivery**

We will use reasonable efforts for delivery by the carrier within the estimated delivery time 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.

In certain instances, you may be able to choose a specific delivery date. If this option is provided to you, any such delivery date remains subject to our confirmation.

If delivery of products is delayed, we will inform you as soon as possible and will use reasonable efforts to minimize the delay. With the exception of personalized products, if we do not deliver within thirty (30) days from the date of delivery time as indicated by us, you may contact the dunhill Boutique to cancel the relevant order and we will refund of any sums you pre-paid for products not delivered.

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.

<b>Delivery Service</b>	<b>Provider</b>	<b>Charge to Customer</b>
Ground	UPS	\$15 - \$20
2nd Day*	UPS	\$30 - \$40
Overnight*	UPS	\$70 - \$90

\*All order delivery date estimations are subject to stock availability and may be delayed for special requests (e.g., bracelet adjustment or engraving).

\*\*Saturday and U.S. federal holidays will not be considered as a regular business day with respect to estimated delivery lead time.

We will require a signature by you or an adult at the 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 at that delivery address) is evidence of delivery and fulfilment of the sales contract 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. Please call the dunhill Boutique for more information. Additional steps may apply for boutique pick-up, where available.

## **Returns and Exchanges**

Maison allows you or the Gift Recipient (as defined below) to return dunhill products purchased at full price through the dunhill PBL within thirty (30) days following delivery, but subject to the further terms and conditions set forth below.

### ***(a) Return Process***

In accordance with these Conditions of Sale, products that have been purchased at full price through the dunhill PBL may be returned to any dunhill retail boutique.

### ***(b) Condition of Returned Products***

We will verify that the returned product satisfies these Conditions of Sale and, if so, then proceed with the applicable refund or exchange.

Only products 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 are eligible for return. For example, timepiece bracelets must be returned with the exact 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.

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.

### ***(c) Products You Cannot Return or Exchange***

dunhill products purchased at a discounted price are considered final sales, and are not eligible for return or exchange. Orders for products that have been personalized or otherwise made for you with bespoke specifications cannot be cancelled and such products cannot be returned for exchange or refund. This includes, without limitation, products that have been engraved or embossed.

If applicable, product(s) and/or services(s) purchased using our finance option cannot be exchanged.

**(d) Refunds**

You may return a product purchased through the dunhill PBL for refund, provided that the return complies with these Conditions of Sale. Personalized products or similar special-order products are strictly non-refundable.

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) business days after receipt of the returned item.

**(e) Exchanges**

You may return a product purchased through the dunhill PBL for exchange with another Maison product, provided that the return complies with these Conditions of Sale. The sale of the returned product will be cancelled and a new order for the product ordered must be placed. 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 wrapped in dunhill special packaging. You may also add a personalized note that will be printed 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.

***(b) Engravings / Embossing***

Engraving and embossing may be available on specific products. Please contact the dunhill Boutique to see if engraving or embossing is available for the product.

**Orders for personalized products are final, and cannot be cancelled or returned.**

***(c) Strap Exchange / Adjustment***

A watch strap is delivered in a standard size and may be delivered smaller or larger, upon request. Watch strap adjustment may also be available on certain watch models. Please contact the dunhill Boutique for more information.

## **Repairs**

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

## **Product Descriptions**

We try to ensure that the product information, including descriptions, dimensions, and colors, provided 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 and where applicable, 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 any orders placed through the dunhill PBL, 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 paid for the product(s) in your order.

Please note that in some jurisdictions, including the State of New Jersey, USA, consumer protection laws do not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations do not apply.

## **General Provisions**

If any provision, or part of a provision, of these Conditions of Sale is deemed to be illegal, invalid or unenforceable, the remainder of the provisions of these Conditions of Sale shall be unaffected and shall continue to be fully valid, binding and enforceable.

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.

## **Governing Law; Agreement to Arbitration of Claims**

These Conditions of Sale shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the State of New York, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or related to the Conditions of Sale, including the validity, invalidity, breach or termination of the Conditions of Sale, or to any product purchased from dunhill through the dunhill PBL, will be resolved by binding arbitration, rather than in court, except that a consumer or dunhill may assert claims in small claims court if such claims qualify. You understand and agree that you

are waiving your right to sue or go to court to defend your rights, including to a trial by jury, under these Conditions of Sale. In addition, you and dunhill understand and agree that the parties will pursue any dispute on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other consumer. You and dunhill agree that each may not bring a claim against the other as part of any class action, class arbitration, or other representative proceeding. The arbitration will be conducted in the state and county where you reside (as determined by your address on file with dunhill or at consumer's election, New York, New York, by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

Before bringing any dispute in arbitration, you and dunhill agree that you will first notify the other party and 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 potential or alleged breach thereof. This requirement is a pre-condition, and no claim shall be filed in arbitration (or small claims court) until this provision is first met.

## **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.

dunhill

20 Hudson Yards

Phone Number: 212-753-9292