dunhill US DISTANCE SALES FROM RETAIL BOUTIQUES
CONDITIONS OF SALE

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. by e-mail or phone at a distance or at an event outside of the dunhill boutique via the relevant retail boutique of dunhill (together the “dunhill Boutique”).

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").

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: 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 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 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 majority (eighteen in most states), (b) have legal capacity to enter into contracts and (c) are citizens of or residents living in the continental United States of America, Alaska, Hawaii or the District of Columbia may order products through the dunhill Boutique. If you are under the age of majority or otherwise cannot lawfully enter into
a contract, you must have your parent or guardian place an order on your behalf and thereby assent to these Conditions of Sale. Any orders placed in violation of this provision shall be null and void.

By placing an order through the dunhill Boutique, you represent and warrant that you are a bona fide end-user client and will not deliver, sell or otherwise distribute dunhill products or purchase dunhill products for commercial purposes or any other commercial benefit.

**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 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 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 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 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. 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.

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.

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). 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.

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.

Shipping Policy & Delivery

We only accept orders for delivery to addresses in the continental United States, Alaska, Hawaii and the District of Columbia. Please note that dunhill does not ship to PO boxes, APO/FPO addresses or hotels.

We will use reasonable efforts to ensure the following estimated delivery lead times from the date of your order:

<table>
<thead>
<tr>
<th>Delivery Service</th>
<th>Provider</th>
<th>Charge to Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground</td>
<td>UPS</td>
<td>$15 - $20</td>
</tr>
<tr>
<td>2nd Day*</td>
<td>UPS</td>
<td>$30 - $40</td>
</tr>
<tr>
<td>----------</td>
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</tr>
<tr>
<td>Overnight*</td>
<td>UPS</td>
<td>$70 - $90</td>
</tr>
</tbody>
</table>

*Saturday and U.S. federal holidays will not be considered as a regular business day with respect to estimated delivery lead time. Delivery on Saturday may however be proposed as a service to specific zip codes by the dunhill Boutique. This service as well as express shipping may incur more specific charges. Please contact the dunhill Boutique for more specific information.

When estimating package delivery time, please allow time for credit approval, address verification and order processing.

Each delivery package will contain, in addition to your purchased dunhill product: (i) all related accessories, if any; (ii) Product User Guide, as applicable, and the Warranty Card and/or Certificate of Authenticity, as applicable; (iii) printed gift note(s) containing your message, if so requested by you when you place your order; (iv) the return/exchange form and pre-paid return label and (v) the packing slip without price.

dunhill insures each purchase during the time it is in transit until it is delivered to you. We require a signature by an adult to confirm your acceptance of each dunhill product delivered, at which point 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 sale contract by dunhill and transfer of responsibility to the recipient in the same way as if the product had been delivered to you.

**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**

In order to ensure your total satisfaction, a client or a recipient of a gift of dunhill products (a “Gift Recipient”) may return dunhill products in accordance with the return and exchange policy set forth below. Returns of dunhill products that are not in compliance with the conditions and timeframes set forth below may be rejected by dunhill and will be sent back to the client or Gift Recipient, as the case may be.

(i) **Return Period**

dunhill creations purchased at full price through the dunhill Boutique may be exchanged or returned for a refund within thirty (30) days following delivery. dunhill creations purchased at a discounted price are considered final sales, and are not eligible for return or exchange. Please allow up to fourteen (14)
business days for full refund, if applicable. Merchandise must be presented in its original packaging and accompanied by the appropriate sales receipt.

Discounted, engraved, embossed, special order, personalized, made to order creations and items that show sign of wear cannot be exchanged or returned. All returns and exchanges are subject to the further terms and conditions set forth below. Notwithstanding the foregoing, all purchases made from dunhill outlet boutiques are final and dunhill does not offer a return or exchange program for purchases made at dunhill outlet boutiques.

(ii) 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.

(iii) Conditions to Return a Product

dunhill 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). dunhill will not accept any return if the product shows signs of wear, or has been used or altered from its original condition in any way.

Engraved or embossed products, as well as special order, personalized and made-to-order creations, cannot be returned to dunhill for exchange or refund.

All returns will be subject to strict Quality Control (QC) by dunhill to ensure that the returned products satisfy these requirements. If the products do not meet QC standards, dunhill will refuse the return, and the products will be sent back to the client or the Gift Recipient, as applicable. If the returned product satisfies Quality Control (QC), dunhill will proceed with the applicable refund or exchange.

(iv) Refunds

Should a product be returned to the dunhill Boutique, a client is entitled to receive a refund. A Gift Recipient is not entitled to receive a refund. Please allow up to fourteen (14) business days for full refund, if applicable.

If a client’s return complies with the return policy, dunhill will use reasonable efforts to credit the refund to the client’s credit card no later than fourteen (14) days after receipt of the returned item by the dunhill Boutique. Except for delivery of a defective product, initial shipping charges will not be refunded to the client.

(v) 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.

Should a product be returned for exchange to the dunhill Boutique by a client or Gift Recipient, only the client will be entitled to receive a refund of the price difference if the returned product is more expensive than the exchanged dunhill product. If the returned product is less expensive than the exchanged item, the Gift Recipient will be charged the difference in price.

**(vi) Defective products**

dunhill is extremely cautious in ensuring that each product strictly complies with our quality criteria and that it has passed all our controls, both technical and aesthetic.

If nevertheless you receive a product that seems to be damaged, you may return it to dunhill in accordance with the return policy. Upon receipt, dunhill may classify the returned product as a defective product. Please note that items that are damaged as a result of wear and tear are not considered to be defective.

If your product is declared as defective by dunhill, the following solutions will be proposed to the client or the Gift Recipient, as applicable:

(i) dunhill may send you the same product in the exact same size, subject to availability,

(ii) dunhill may propose an exchange for another dunhill creation of equivalent or higher value, in which case the initial price will be deducted and you will be required to pay only the difference, or

(iii) Only you, as the client, may request a refund of the full price of your initial purchase.

**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) 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.

(b) 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.

Gifts

If you purchase a dunhill product as a gift for a Gift Recipient, you will receive an invoice to your email address as a .pdf attachment (dunhill will never send the invoice and payment details to the Gift Recipient).

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.

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 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, 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 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. C

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 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 Boutique, 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 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: 212-753-92