TIFFANY&CO.

Commitment

In addition to all warranties that apply under applicable law, Tiffany and Company promises that the Diamond is a natural diamond with each of the characteristics stated on the Certificate issued with the Diamond at the time of sale subject only to the following:

- "Commitment" means this document; "we", "us" and "our" refers to Tiffany and Company, a New York corporation;
 "Certificate" means the Tiffany & Co. Diamond Certificate that accompanies this Commitment; "Diamond" means the diamond identified in the Certificate; "Jewelry" means the item of jewelry containing the Diamond; "you" and "your" refers to you, the original purchaser of the Jewelry or, for Jewelry that was intended to be a gift when purchased, the first gift recipient of the Jewelry.
- 2. If the Diamond is not as promised in the Certificate, we will, at your option, promptly:
 - accept the return of the Jewelry and provide you with a refund of the full purchase price; or
 - replace the Diamond with a diamond that meets or exceeds each of the characteristics promised.
- 3. This Commitment remains in effect during the lifetime of the original purchaser of the Jewelry or, for Jewelry intended to be a gift when purchased, the lifetime of the first gift recipient of the Jewelry, for so long as such person owns the Jewelry.
- 4. If you make a claim under this Commitment, you must allow us to:
 - examine the original copy of the Certificate;
 - try to resolve your claim with us amicably;
 - inspect the Jewelry and any gemological evaluation on which you base your claim;
 - remove the Diamond from the Jewelry for gemological examination; and
 - have the Diamond examined by an independent gemological laboratory.
- 5. We will respond to your claim as soon as possible, but no later than 45 days after we have received your claim under this Commitment. You should direct your claim to any authorized Tiffany & Co. store.
- 6. This Commitment is subject to the conditions stated in the Certificate and those stated below:
 - this Commitment covers only the lack of conformity of the Diamond with each of the characteristics stated on the Certificate at the time of sale and does not cover damage to the Diamond that occurs after the date of sale;
 - the condition of the Diamond will be determined by examination under no greater than 10x magnification and by standard gemological techniques in use at the time of sale;
 - if we have provided you with a plot or diagram mapping the interior or exterior features of the Diamond, that plot or diagram has been provided for identification purposes only and the presence or absence of a feature on the plot or diagram will not be covered by this Commitment;
 - the accuracy of angles and linear measurements will be determined by the following tolerances: $\pm 0.2^{\circ}$ and ± 0.02 millimeters; and
 - the absence of enhancements will be determined by gemological tests generally in use at the time of sale.
- 7. This Commitment does not affect your statutory rights. You may enforce your rights under this Commitment without prejudice to any legal rights or remedies provided to you under applicable law.

ISSUED BY: TIFFANY AND COMPANY THIS COMMITMENT IS INTENDED FOR USE IN THE UNITED STATES.