

Business Account Agreement

January 1, 2022

- ❑ **PURPOSE OF A BUSINESS ACCOUNT:** The Tiffany & Co. Business Account program is exclusively designed for qualified companies to purchase, from Tiffany & Co. in the United States and Canada, Tiffany & Co. merchandise to be used solely for business / corporate gifts, awards and recognition programs. Business Accounts may not be used for personal purchases. Tiffany & Co. merchandise and the TIFFANY & CO. name and trademarks may not be used by the Business Account for any reason, including without limitation, promotional or commercial purposes. Tiffany & Co. merchandise cannot be purchased for resale. Tiffany & Co., in its sole discretion and for any reason or no reason whatsoever, may grant and/or revoke business account status or privileges at any time.
- ❑ **AUTHORIZED PURCHASERS:** Business Accounts can only be established once Tiffany & Co. receives and approves an application executed by an individual authorized to bind the applicant (“Account Principal”). Business Account Principals shall be authorized to make purchases under and changes to the Business Account. Business Account Principals may also designate other Business Account employees as Authorized Purchasers, who shall be authorized by the Account Principal to make purchases, so long as such authorization is communicated to Tiffany & Co. in writing with the Authorized Purchaser’s name and business / corporate email address.
- ❑ **PRIVACY AND CHANGES OF INFORMATION:** It is the responsibility of the Account Principal to annually review the account information and advise Tiffany & Co. of any changes. All changes must be provided to Tiffany & Co. in writing by mail or e-mail. Any personal information provided to Tiffany & Co. in the context of a Business Account will be used to administer the Business Account and to facilitate purchases thereunder in accordance with the company’s Global Privacy Policy available at www.Tiffany.com/PrivacyPolicy.
- ❑ **EXCLUSIONS:** Business Accounts may only be opened and used in the United States and Canada. Gift Card abuse, including without limitation, the resale of Gift Cards, may lead to account suspension and closure / revocation, at the sole discretion of Tiffany & Co. Tiffany reserves the right to limit the quantity or selection of merchandise available or sold to any Business Account at any time, in its sole discretion.
- ❑ **NO PURCHASES FOR RESALE:** By executing the Business Account application, the Business Account represents and acknowledges that it shall not purchase any Tiffany & Co. merchandise for resale. Business Account shall not appoint and shall have no authority to appoint any distributors or third parties to sell or otherwise distribute Tiffany & Co. merchandise. The Business Account shall not engage in transshipping of Tiffany & Co. merchandise. The Business Account shall not deliver or sell Tiffany & Co. merchandise to those engaged in the business of supplying Tiffany & Co. merchandise to unauthorized outlets.
- ❑ **RETURNS:** Tiffany & Co. merchandise purchased under a Business Account in accordance with this Agreement may be returned for credit or exchange if returned in saleable condition within thirty (30) days of shipment. Notwithstanding the foregoing, custom-designed, altered, etched, engraved or embossed merchandise or merchandise bearing a Business Account’s logo or name is not eligible for return unless it does not conform to agreed specifications. Excess or habitual returns may subject the Business Account to closure.
- ❑ **TOOLING AND DIES:** Tooling and dies remain the property of Tiffany & Co. If the Business Account has been invoiced and paid for custom tooling, it shall be held by Tiffany & Co. and owned by the Business Account.
- ❑ **RIGHTS TO DESIGNS:** Tiffany & Co. retains the rights to all product designs. The Business Account’s name or logo shall not be used by Tiffany & Co. except as authorized by the Business Account.
- ❑ **PAYMENT AND ATTORNEYS' FEES:** The Business Account agrees to pay for all Tiffany & Co. merchandise purchases on its business account(s) by business check or credit card, as applicable. Gift Cards and merchandise credits cannot be applied as payment on any outstanding Business Account balances. In the event that it is necessary to place the Business Account in the hands of an attorney or collection agency, the Business Account agrees to pay the cost of collection including reasonable attorneys' fees and court costs.
- ❑ **CHANGES:** Tiffany & Co. reserves the right to limit credit, close the Business Account, and/or change these terms and conditions from time to time. Failure to enforce any provisions of these terms and conditions shall not prejudice the right of enforcement at some future time. These terms and conditions supersede all prior terms and conditions.

By applying for a Tiffany & Co. Business Account, each applicant acknowledges that they have read and agree, on behalf of the applicant, to be bound by the terms of this Agreement. Use of a Tiffany & Co. Business Account constitutes acceptance of the foregoing terms and conditions.