

# TIFFANY & Co.

## TERMS OF SALE

It is important that you read these Website Terms of Sale (“Terms of Sale”) carefully before ordering any products from our Website (“Product(s)”). Together with our Privacy Policy and our Terms of Use, they govern our relationship with you in relation to this Website and your purchase of Product(s) from the Website or over the telephone. If you have any questions about them or do not wish to accept them, please contact our Customer Service department at [customerservicebe@tiffany.com](mailto:customerservicebe@tiffany.com) or Toll Free on 0800 2000 1122 before continuing.

Please click on the button marked “Complete Purchase and Pay” at the Order Confirmation section of the Website before placing your order with us (“Order”) to show that you accept them. Please understand that if you refuse to accept these Terms of Sale, you will not be able to order any Product(s) from our Website.

You may have other rights granted by mandatory law, and these Terms of Sale do not affect these except if the two are inconsistent. If this is the case then these Terms of Sale will override any other rights which you may have, unless this is not permitted by law.

### OUR DETAILS

We are Tiffany & Co. Ltd, a company registered in England and Wales at Companies House. Our registered office is 25 Old Bond Street, London W1S 4QB and our registered number is 06412897. Our VAT number is 123 3599 19.

You can contact us by email at [customerservicebe@tiffany.com](mailto:customerservicebe@tiffany.com) or Toll Free on 0800 2000 1122.

The Websites to which these Terms of Sale apply and for which we are responsible are <http://be.tiffany.com>.

### WHO CAN PURCHASE FROM US?

To purchase from us you must be over 18 and resident in the European Union. For online purchases, we can only ship to the UK. We can only ship to the following countries Austria, Belgium, France, Germany, Ireland, Italy, the Netherlands, and Spain. If you are not resident in one of the countries listed above, please call our Customer Services Department Toll Free on 0800 2000 1122. Please click here <http://be.tiffany.com> to make your purchase if you are resident in Belgium.

### HOW YOUR CONTRACT WITH US IS FORMED

Orders are submitted via the Website in the following way:

-Once you are ready to make a purchase, click on ‘add to Shopping Bag’ to add the Product you wish to purchase to your Shopping Bag. Then proceed by clicking ‘proceed to purchase’ to log into our secure servers to complete your Order.

-If this is your first purchase on the Website you will have the option at the end of the payment process to create an account with us using your email address and you will also be asked to create a password. You must keep this password confidential and must not disclose it or share it with anyone. We hold a secure password file to enable you to request a reminder, should it be forgotten on future transactions. You will then be asked to input your address. The address that you register with must be the address that the card statement is sent to, however you can use a different delivery address.

-If you have already registered with us you may enter your sign in details to access your

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account.

-You must select your preferred method of delivery (if any delivery charges are payable these will then be added to the amount you will be charged and you will be able to review these charges before you place your Order), confirm your address and input your payment details. You may check and correct any input errors in your Order up until the point at which you submit your Order by clicking on the 'Complete Purchase and Pay' button.- It is your responsibility to ensure that your Order is correct before submitting it to us. If you have any problems with your Order, please call us Toll Free on 0800 2000 1122.

-We will then send you a confirmatory email to acknowledge that we have received your Order. This is sent out automatically by us to the email address you register with us. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer by you to buy the Product(s) at the price set out in the Order.

-All Orders are subject to acceptance by us. We are not obliged to accept your Order and may, at our discretion, decline to accept your Order. You do, however, acknowledge that by clicking on the 'Confirm Purchase and Pay' button, you enter into an obligation to pay for the Product(s) in the event your Order is accepted by us.

-After sending you the acknowledgment email we will check to make sure we are able to fulfil your Order. Where we accept your Order, we will confirm such Order by sending you a second email ("Dispatch Email") confirming your Order, confirming dispatch of the Product(s) to the delivery address you have requested and giving you estimated timescales for delivery. This is sent out automatically by us to the email address you register with us. At this point we will process the payment details you have given to us to take payment for your Order.

- By sending you the Dispatch Email and thereby confirming and accepting your Order, the Contract between us ("Contract") is formed. After entering into the Contract, we will be under a legal duty to supply you with Products that are in conformity with the Contract.

-The Contract will relate only to those Product(s) whose dispatch has been confirmed in the Dispatch Email. We will not be obliged to supply any other Product(s) which may have formed part of your Order until the dispatch of such Products has been confirmed in a separate Dispatch Email.

-You should check the confirmation and the Dispatch Email for accuracy and let us know immediately if there are any errors. Your Order will be accepted by us when we send the second email to you confirming your Order and dispatch of the Product(s) and at this point the contract between us ("Contract") is formed. After entering into the Contract, we will be under a legal duty to supply you with Products that are in conformity with the Contract.

-If there are any problems with your Order, you will be contacted by a representative from Tiffany & Co.

### PRICE AND PAYMENT

-Prices and delivery costs are liable to change at any time, but changes will not affect Orders which we have already confirmed in a Dispatch Email.

-Prices are checked regularly. However, if we find the price has changed or that there

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has been a pricing error when we receive your Order we will contact you and ask if you wish to proceed at the correct price. If you confirm that you do wish to proceed, please remember that we will still not be under an obligation to supply the Product(s) until we have sent you the Dispatch Email confirming your Order.

-The prices for the Products indicated on our Website at checkout include all taxes, including VAT (BTW/TVA), which may be payable in respect of the Product(s) but excludes the delivery costs and other possible costs that might be due which will be automatically added to the total amount due when you view your items in your Shopping Bag.

-All payments must be made at the time of dispatch of the Product(s) to you. Payment for all Product(s) must be by credit or debit card. We accept payment with Visa, MasterCard, American Express and Maestro cards. If we are unable to accept your Order for any reason then we will, at our option, either reject your debit or credit card or refund any money paid by you in respect of that Order. We will not dispatch the Product(s) until we receive payment in full. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

-For payment by card, all credit and debit cardholders may be subject to authorisation and authentication. If the issuer of your payment card or our service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the Product(s) which you have ordered as a result.

-By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details or credit reports, to authenticate your identity and delivery address for the Product(s), validate your payment card and obtain authorisations for your payments for Product(s).

### DELIVERY, TITLE AND RISK

-We aim to deliver Product(s) to you, to the delivery address you have requested in your Order within the time set out in our Dispatch Email but we cannot give an exact delivery date.

-If we have not delivered the Product(s) within 30 days of the Contract or any other date that we have agreed with you then you may cancel the Contract and we will refund any money paid by you.

-Ownership and risk of the Product(s) will pass to you on delivery.

### DAMAGED OR DEFECTIVE PRODUCT(S)

-Subject to any specific warranties we offer in relation to particular Product(s), or those which are implied by law, such as the legal guarantee of conformity for products, we do not offer any warranty or guarantee on our Product(s).

-Ownership and risk of the Product(s) will pass to you on delivery.

### DAMAGED OR DEFECTIVE PRODUCT(S)

-Subject to any specific warranties we offer in relation to particular Product(s), or those which are implied by law, such as the legal guarantee of conformity for products, we do

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not offer any warranty or guarantee on our Product(s).

-You should inspect the Product(s) when you receive them for defects or damage. If you find a defect or damage you must tell us as soon as possible and we will arrange for their return to our Customer Service Centre, at no cost to you. Retail entities in Belgium will not be able to accept any returns or exchanges, however they will provide shipping information for customers who would like to return damaged or defective merchandise.. If the Product(s) are found to be damaged prior to delivery to you, or defective (through no fault of your own wearing or use), we will repair or replace the Product(s) or refund the price paid by you, including any delivery charges you paid, provided that you have not worn or used and damaged the Product(s). If you would prefer repair or replacement of the Product(s) please contact us and we will replace the item at no extra charge to you where this is reasonably practicable. In addition we will either refund the cost of the return of the item to us by you or send you a prepaid parcel which you can use to return the damaged or defective item to us. Nothing in this section affects your legal rights.

### PRODUCT INFORMATION

Whilst we have taken reasonable steps to depict Product(s) as accurately as possible through the photographs and other images featured on the Website, some items may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Larger than actual size in order to clearly show details, or smaller than actual size in order to show the entire item. Additionally the detailing (such as colour, pattern and texture, etc.) you see on-screen will depend on your monitor and, as such, may not exactly reflect the actual detailing of a Product when you receive it.

### LIMITATION OF LIABILITY

These Terms of Sale do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence;
- fraud or fraudulent misrepresentation;
- for breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (the seller must have legal title to the good being sold and have the right to sell the good);
- under Part 1 of the Consumer Protection Act 1987 (with respect to the liability of persons for damage caused by defective products); or
- for any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

-Subject to this, in no event shall we be liable to you for any business losses and we shall only be liable to you for losses which you suffer as a result of a breach of these Terms of Sale by us. Our liability for losses you suffer as a result of us breaching these Terms of Sale is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaching these Terms of Sale. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us.

-We are not responsible for any delay in, or failure of, performance of our obligations under any Contract arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

-Please note that nothing contained in these Terms of Sale in any way affects your

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statutory rights.

### YOUR RIGHT TO CANCEL

-If you are a consumer (i.e. you are not purchasing either wholly or in part for your business or you are not a business) you have the right, in addition to your other rights, to cancel the Contract (other than for personalised, engraved, customised, fragrances or other products which we have specified as non-returnable, unless such Products were damaged or faulty when delivered to you or have been incorrectly delivered) and receive a refund from us.

-You may cancel a Contract and receive a refund at any time before your Order is delivered and up to 30 days afterwards, beginning on the day you purchased your Order (“Cooling Off Period”).

-To cancel the Contract, you must clearly inform us, preferably:

- in writing at 25 Old Bond Street, London W1S 4QB or by email at customerservicebe@tiffany.com giving us your name, address and order reference;
- by completing our cancellation form available on the Website.

-If you choose to cancel then you must return the Product(s) to us at your cost and risk to the address detailed on the delivery note which accompanies the Product(s). We advise you to ensure the Product(s) are adequately insured during the return journey.

-Retail entities in Belgium will not be able to accept any returns or exchanges.

-You must return the Products to us within 14 days after the day of notifying us of the cancellation, in the same condition in which you receive them. If you have not returned the Product(s) within 14 days of cancellation or when requested by us to do so, whichever occurs first, we can collect the Product(s) from you at your cost.

-You must ensure that you take reasonable care of the Product(s) while they are in your possession. If you fail to comply with this obligation, we may have a right to deduct the cost of any deterioration, up to the price of the Product, from the refund to which you are otherwise entitled.

-Details of your right to cancel or return will also be provided in the delivery note which accompanies the Product(s).

-Gift recipients are entitled to a non refundable merchandise exchange or may request that a refund is made to the purchaser of the Product(s). To exchange your gift selection or request that a refund is made to the purchaser please follow the instructions included with your package.

-All refunds will be made within 14 days either:

- where Products have not been delivered to you at the delivery address you have requested within 30 days of your Contract, of our confirmation by email to you that your Order has been cancelled; or
- where Products have been delivered to you, of our receipt of the Products you have returned to us, or if earlier, the day on which we receive evidence that you have returned the Products to us.

-During the Cooling Off Period we will refund the price of the Products in full (subject

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to any deduction we are entitled to make due to your use or damage of the Product) together with the cost of standard delivery. However as set out above we will not refund your cost of returning the Products to us.

-Where you paid for Products by payment card, refunds will be made by re-crediting your payment card account from which the money was originally debited.

-After the Cooling Off Period, unless the Product is damaged or faulty we will not refund your Product if you wish to return it.

### OTHER INFORMATION OF WHICH YOU NEED TO BE AWARE

-We may not necessarily keep a copy of these Terms of Sale and your Order. We advise you to print a copy of them for your information in the future. You can download a pdf version of these Terms of Sale by clicking [here](#).

-These Terms of Sale and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract. The Contract and all communications between us will be conducted in the English language.

-The formation, existence, construction, performance, validity and all aspects whatsoever of these Terms of Sale or of any term of these Terms of Sale will be governed by the law of England and Wales.

-The English and Welsh courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms of Sale or use of the Website.

-If any provision of these Terms of Sale is found to be invalid or unenforceable by a court, it will be deleted from the rest of these Terms of Sale which shall remain unaffected.

-No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies prevent any other or further exercise of them.

-A person who is not a party to a contract governing the Terms of Sale between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of Sale expressly provide for such rights.

-All notices given by you to us must be given in writing to the address set out at the beginning of these Terms of Sale. We may give you notice at either the email or postal address you provide to us when placing an Order.