

# TIFFANY & CO.

NEW YORK SINCE 1837

## **TIFFANY & CO. SUPPLIER CODE OF CONDUCT**

Tiffany & Co., Tiffany and Company and their respective subsidiaries and affiliates, (collectively “Tiffany & Co.,” “Tiffany,” or “we”/“our”) pride themselves on their reputation for honesty, integrity and excellence. We hold our Suppliers to the same high standards to which we hold ourselves. Our customers and stakeholders demand no less.

Tiffany therefore expects and requires that its goods and services are procured from Suppliers that share Tiffany’s commitment to and meet certain criteria with respect to human rights, fair and safe labor practices, environmental protection and ethical business conduct.

We not only expect our Suppliers to operate in full compliance with all applicable laws, rules and regulations, we expect each Supplier to go beyond legal compliance and strive to meet internationally recognized standards for the advancement of human rights, business ethics, and social and environmental responsibility. Suppliers shall align with the United Nations Guiding Principles on Business and Human Rights and work conscientiously to operate within its framework.

### **REQUIREMENTS FOR ALL SUPPLIERS**

Business Integrity: The highest standards of integrity are to be upheld in all business interactions. Supplier shall conduct business ethically and all business dealings should be transparently performed and accurately reflected on Supplier’s business books and records. Supplier shall have a policy that describes its commitment to business integrity and corporate responsibility.

Legal Compliance: Supplier shall comply with all applicable laws and regulations currently in effect and as they become effective. Supplier shall have systems in place that maintain awareness of and ensure compliance with all applicable laws and regulations, including but not limited to, laws concerning labor, health and safety, human rights, environmental protection and corruption and bribery. Where there are differences or conflicts with this Code of Conduct and local law, the higher standard should prevail.

Anti-Corruption and Bribery: Supplier shall not engage in any form of corrupt practices, including bribery, extortion, embezzlement, or fraud. Supplier represents and warrants that it shall not violate or cause Tiffany to violate any applicable anti-corruption or bribery law (including without limitation the United States Foreign Corrupt Practices Act). Accordingly, Supplier shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including the United States Foreign Corrupt Practices Act or any other applicable anti-corruption and bribery laws (collectively, the “Applicable Anti-Corruption and Bribery Laws”). Monitoring and enforcement procedures shall be implemented to ensure compliance with Applicable Anti-Corruption and Bribery Laws.

Security: Supplier shall ensure the safety and security of its employees, contractors, and visitors. Supplier shall assess security risks and establish measures that protect against product or intellectual property theft, unauthorized access to or loss of employee or customer personal information, and damage or substitution of products within the premises and off-site or in-transit.

Voluntary Employment: All employees, contractors and personnel of Supplier shall be free to leave their employment without threat or coercion. Accordingly, Supplier shall not employ forced, indentured, debt-bonded or convict labor, nor use any practice to coerce the continued employment of any person, such as the practice of requiring employees to pay recruitment commissions or the withholding of travel documents.

Child Labor: Supplier shall not employ children. Children refer to any person under the age of 15, or under the age for completing compulsory education, or under the legal minimum age for employment in the country, whichever is greatest. Supplier shall obtain accurate documentation of the date of birth of each person employed by Supplier and/or in Supplier’s facilities and maintain such documentation in the facilities for review and inspection.

Working Hours: Employees shall not be required to work more than 60 hours per week, including overtime, except in extraordinary business circumstances with their consent. In countries where the maximum work week is less, that standard shall apply. Employees

shall receive at least one day off after working six consecutive days.

**Wages and Benefits:** At a minimum, Supplier shall pay wages and overtime pay as required by applicable laws. Supplier shall provide their workers with understandable wage statements for each pay period, which statements will disclose days or hours worked, the wage or piece rate applicable, and the nature of any deductions taken from pay.

**Fair and Equal Treatment:** Supplier shall not use corporal punishment, threats of violence or other forms of mental or physical coercion. Sexual harassment of workers will not be engaged in or permitted and workers will not be discriminated against on grounds of race, religion, age, national origin, sexual orientation, gender, disability, or any other applicable prohibited grounds unrelated to the ability of the worker to perform his or her job.

**Freedom of Association:** Where permitted by law, Supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. In all events, workers shall be free to express legitimate grievances and concerns to Supplier management without fear of retribution or punishment.

**Homework:** Supplier agrees that all work to be performed for Tiffany shall be completed in Supplier's facility or other Tiffany-authorized location. Supplier shall ensure that workers not perform such work in any facility or location not authorized by Tiffany.

**Subcontracting:** No work or portion of the work on any Tiffany goods or services may be subcontracted without the prior express written permission of Tiffany and the subcontractor's acknowledgement of and adherence with this Code.

**Health and Safety:** Supplier shall provide a safe and healthy work environment and fully comply with all applicable safety laws, regulations and industry standards. Supplier shall regularly assess the workplace for hazards and implement appropriate programs and engineering controls to minimize the risks of work related accidents. These risk assessments shall consider hazards associated with Supplier's activities and products which may include, but not be limited to, where relevant: (a) use of machinery and mobile equipment; (b) storage and handling of chemicals including cleaning materials; (c) exposure to hazardous fumes, airborne particles, noise and temperature levels, inadequate lighting and ventilation; and/or repetitive strain activities; (d) adequacy and management of personal protective equipment; and (e) fire detection and suppression systems, emergency action plans, training and drills for impacted employees, egress route accessibility and signage, emergency lighting, and/or firefighting equipment. Appropriate training, procedural controls, and management systems shall be in place to ensure occupational safety program elements effectively control workplace hazards. Suppliers are encouraged to identify member(s) of the organization and/or a committee(s) to oversee safety program management, to monitor conformance, and to take corrective action when necessary.

**Environment:** Supplier shall meet or exceed the requirements of all applicable environmental laws and regulations, including the disposal of chemicals and other hazardous waste. Supplier is encouraged to identify environmental risks, significant environmental impacts, and opportunities for improving environmental performance, including reduction of waste, water usage and energy consumption. Supplier is encouraged to implement and regularly review controls to mitigate identified environmental risks and minimize environmental impacts.

## **ADDITIONAL REQUIREMENTS FOR SUPPLIERS OF GEMSTONES, METALS & FINISHED GOODS**

**Diamond Warranties:** Supplier hereby agrees, represents and warrants that it shall adhere to all guidelines and maintain and collect all necessary warranties related to the Kimberley Process Certification and System of Warranties. Supplier further agrees and warrants that any and all diamonds, whether loose or in finished goods, invoiced to Tiffany have been purchased from legitimate sources, comply with the Diamond Source Warranty Protocol (and all applicable sanctions thereunder), are conflict-free and are in compliance with the United Nations resolutions.

**Conflict Minerals (Gold, Tantalum, Tin and Tungsten):** Supplier hereby agrees, represents and warrants that it will comply and meet the requirements of Tiffany's Conflict Minerals Compliance Program (the "Program") as directed by Tiffany on an annual basis or at such other time as Tiffany may request. Supplier shall promptly inform Tiffany if any information provided to Tiffany in connection with the Program requires updating and/or becomes inaccurate and Supplier shall provide such updated information to Tiffany.

**Colored Gemstones:** Supplier represents and warrants that it will engage in reasonable due diligence to ensure that all gemstones delivered and/or sold to Tiffany are extracted from conflict-free regions and have been mined and processed in a manner that respects human and labor rights and does not inflict environmental damage under prevailing industry standards. Supplier shall adhere to all applicable international sanctions and Tiffany specifications and restrictions related to the sourcing, trade and sale of gemstones irrespective of where those stones have been cut and from where they have been exported. Supplier shall provide full and complete disclosure of all physical characteristics of the gemstones (including detailed information on any treatments or irradiation), in

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compliance with national and international laws and industry best practice. Supplier shall retain all documentation used to support gemstone sourcing statements, including without limitation, verifiable exporter warranties, for at least five years from the date on which the gemstone is delivered to Tiffany.

## **APPLICATION AND COMPLIANCE**

Tiffany's expectations, as described in the above requirements, must be communicated and met throughout Supplier's entire operations. Accordingly, Supplier will share this Code of Conduct with its employees by having a copy available to its employees in the applicable local language. Further, Supplier will share this Code of Conduct with its subcontractors, and require such subcontractors to acknowledge and implement this Code.

Tiffany or its agents shall be permitted to visit Supplier's facilities to assure compliance with the foregoing standards and shall have open and free access to communicate with all workers engaged at Supplier's facilities outside the presence of facility management without threat to such workers of loss of job or reprisal. Such visits may be scheduled or unscheduled.

Although Tiffany desires to work with its Suppliers towards continuous improvements in the processes by which goods and services are produced and delivered, Tiffany nevertheless reserves the right to cancel all outstanding purchase contracts, suspend future purchase contracts, or terminate its relationship with any Supplier where circumstances demand.

For more information about Tiffany's sustainability practices, please visit [Tiffany.com/sustainability](https://www.tiffany.com/sustainability).

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