

## **FRIA, LLC - TERMS & CONDITIONS**

### **1. Scope of application**

The Terms and Conditions set forth below shall apply to all purchases of products on Fria's website; [www.myfria.com](http://www.myfria.com) (the "website"). By your use of the website or purchase of products through the website, you agree to these Terms and Conditions. Please read them carefully. By using the website or purchasing products through the website, you agree that all agreements, notices, disclosures and other communications that Fria provides to you electronically satisfy any legal requirements that such agreements, notices, disclosures and other communications be in writing.

### **2. Your order**

Fria products are intended to be sold to buyers 18 years or older, through the website via approved methods of payment, which Fria, in its sole discretion, may change from time to time. By purchasing a product using the website, you represent to Fria that you are an adult and that you are authorized to make the purchase using the payment information you provide. When you use this website, you are responsible for maintaining the confidentiality of your access information and for restricting access to your computer. You agree to accept responsibility for all activities that occur on your computer relating to any use of the website or any purchase of Fria products through your computer.

### **3. Customer service, and warranty claims**

All complaints, warranty claims or return inquiries may be sent to Fria's customer service department:

Email: [cs@myfria.com](mailto:cs@myfria.com)

### **4. Completion of a purchase**

Any orders placed by you on this Website constitute a binding offer by you to conclude a purchase with Fria. The binding purchase agreement comes into existence only when we accept your order via the website by sending you an e-mail or written communication, or by shipping the products ordered.

### **5. Taxes**

When Fria is required by law to collect applicable taxes relating to your order, you authorize us to charge the applicable taxes to your selected payment method.

### **6. Reservations and exceptions**

Fria reserves the right to change prices, terms, specifications and warranties for products on this website at any time without prior notice. Fria endeavors to post accurate information, but errors may sometimes occur. Any such errors in product specifications, descriptions, and pricing will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions, including after an order has been submitted. If an error in pricing is discovered after your order has been submitted, Fria will inform you of the error at offer the option to cancel or reaffirm your order at the correct price.

## **7. Product availability**

Fria reserves the right to limit the number of products that may be sold to a customer. Fria reserves the right to reject orders from customers if there is reasonable belief that customer is in violation of these Terms and Conditions, or if customer is engaging in fraudulent or other criminal activities.

## **8. Terms of payment**

The purchase price for the products ordered by you is due upon the shipment of your order by Fria, along with the cost of shipping and handling and applicable taxes.

## **9. Delivery and reservation of title**

The products ordered by you will be delivered to the address entered by you at the point of sale.

## **10. Right to cancel the purchase**

You may cancel this purchase for any reason up to thirty (30) days with proof of purchase. If you cancel this purchase, Fria will, upon receipt of the returned products, refund or credit any payments you have made for the ordered products.

You may obtain further information and assistance concerning the return of the products ordered by selecting "MY ACCOUNT" from the website menu. To cancel the purchase, you must send a written notice via email specified above in paragraph 3 within thirty (30) days of your receipt of the products and receive a return shipping label from Fria Customer Service. You are responsible for the costs and arrangements for the shipment of the products to be sent back to Fria. You must take reasonable care that the products are not damaged during their return. You will have to return all the items that were part of the original order to receive full credit or refund.

## **11. Limited Warranty**

We offer a one-year warranty for Jewelry and Accessories. ANY WARRANTY IMPLIED BY STATE LAW ON THIS PRODUCT IS ALSO LIMITED IN DURATION TO THE LENGTH OF THIS EXPRESS WARRANTY.

Email: [CS@myfria.com](mailto:CS@myfria.com)

## **12. Applicable law**

By using this website, you agree that the laws of the state of New Jersey shall govern these Terms and Conditions without giving effect to any conflict of laws principles. Fria reserves the right to make changes to the website and these Terms and Conditions at any time by updating this posting. By using the website, you agree to be bound by the Terms and Conditions in effect at the time of your use or purchase.

The above limitations of liability apply to all claims for damages no matter what the legal grounds may be, inclusive of tortuous acts; they do not apply to potential liability according to the regulations on product liability. The rights of the consumers based on the consumer protection laws in force are not affected.

Email: [cs@myfria.com](mailto:cs@myfria.com)

### **13. Proprietary rights**

Content included on or comprising the website, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "content") are protected by copyrights, trademarks, patent or other proprietary rights. All content is copyrighted as a collective work under the U.S. copyright laws and Fria owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement and enhancement of such content. Except as expressly authorized or licensed, you may not copy, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the content, in whole or in part.

### **14. Complete agreement**

You may not modify, delete or amend these Terms and Conditions in any manner without the express written agreement of Fria.

### **15. Headings**

The section headings used in these Terms and Conditions are for convenience only and do not form a part of these Terms and Conditions and no construction or inference shall be derived from them.



