



KPFJ, LLC dba Pulido Jewelers & Repair and Manblinger Jewelry for Men Terms, Conditions and Policies

PLEASE READ THE FOLLOWING DOCUMENT CAREFULLY. THESE TERMS AND CONDITIONS WILL BE CONSIDERED A LEGAL AGREEMENT BETWEEN KPFJ, LLC. dba PULIDO JEWELERS & REPAIR AND ANY ASSOCIATED SUNSIDERIES (WE) AND THE CONSUMER (YOU). BY PLACING YOUR ORDER WITH US, YOU THEREBY AGREE TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRITY.

General Terms & Conditions: The description and values of articles listed on our websites, our social media or in-store are listed, identified, and valued to the best of our knowledge. All applicable information was derived using industry standard practices, methods, and equipment and is limited to the use, availability and accuracy of such methods, practices, and equipment.

In accepting all items for repair with or without stones, it is understood that Pulido Jewelers is not responsible for their identification or condition. Any gemstone may have been subjected to a possible undetectable enhancement process. I understand that KPFJ, LLC. dba Pulido Jewelers & Repair (and any associated subsidiaries) named above are not responsible for damage that is beyond their control and attributed to unstable enhancement processes.

I further understand KPFJ, LLC. dba Pulido Jewelers & Repair (and any associated subsidiaries) are not responsible for loss, damage and/or theft of my jewelry unless proven it was due to this their negligence. I further understand damage and/or loss strictly due to such negligence is limited to the actual cost of repair or replacement and shall not exceed the value listed above. *When no value is listed it will be assumed than the value is less than \$100.00 KPFJ, LLC. dba Pulido Jewelers & Repair (and any associated subsidiaries) are not responsible for merchandise left unclaimed for more than 60 days (unless otherwise arranged).

Shipping: Free shipping on all orders of \$500.00 or more. Otherwise, shipping is provided under a flat fee of \$20.00 for all purchases under \$500. Shipping fee includes insurance (to cover full cost of item plus any applicable fees), package tracking and signature of recipient (required at delivery). No shipping services are available for orders placed outside of the continental Unites States.

Returns & Exchanges: No returns or refunds permitted; all sales are final unless otherwise noted below*. No returns, refunds or exchanges will be accepted for custom orders.

***Exchange Policy:** Exchanges permitted within 7 days of receipt of item. Exchanges only permitted if item is in its original, like-new, unmodified, and unworn condition. All return shipping costs are the

responsibility of purchaser. This exchange policy does not include custom orders. No returns, refunds or exchanges will be accepted for custom orders.

***Manufacturer Defect:** In the unlikely event of a manufacturer defect, exchanges for same item will be permitted within 30 days of purchase only. All associated shipping cost to return item to Pulido Jewelers or Manblinger will only be reimbursed to purchaser after defective item has been received, inspected and any claimed defects during the manufacturing process has been confirmed by Pulido Jewelers or Manblinger. This Manufacturer Defect policy does not include custom orders. No returns, refunds or exchanges will be accepted for custom orders.

Order Acceptance and Cancellation: You agree that your order is an offer to buy, under the terms of this Agreement, the Product. We must accept all orders and are not obligated to sell Product to you until we have accepted your order. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email.

Warranty and Disclaimers: ALL PRODUCTS OFFERED BY US ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

Limitation of Liability: IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE DAMAGES ARE BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS WHATSOEVER ARISING UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE LESSER OF \$1,000 OR THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT. IN ANY EVENT WHERE WE HAVE AGREED TO REIMBURSE YOU FOR ANY CLAIM, YOU AGREE TO RETURN THE PRODUCT TO US AND OUR OBLIGATION TO REIMBURSE YOU FOR SUCH CLAIM IS CONTINGENT UPON OUR RECEIPT OF THE PRODUCT FROM YOU.

Force Majeure: We will not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in our performance under this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Entire Agreement: The Agreement sets out the entire agreement between you and KPFJ, LLC dba Pulido Jewelers (and any of its brands or subsidiaries) in respect of the sale, purchase, and use of the goods. They supersede any previous agreement or understanding in relation to the subject matter hereof. No variation of this Agreement is binding on us unless agreed by us in writing.

Governing Law: The Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California regardless of where the transaction may have occurred. Any action, suit or proceeding to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal court located in the southern district of the State for California.

Attorney's Fees: If we prevail in any dispute with you related to this Agreement, you agree to pay us our reasonable attorneys' fees and costs associated with the dispute, regardless of whether litigation, arbitration or another dispute resolution process was commenced.

No Waivers: The failure by us to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

No Third-Party Beneficiaries: This Agreement does not and is not intended to confer any rights or remedies upon any person other than you.

General Notices: We may provide any notice to you under this Agreement by sending a message to the email address you provide to us. It is your responsibility to keep your email address current. To give us notice under this Agreement, you must contact us as follows: (i) by email transmission to info@pulidojewelers.com; or (ii) by personal delivery, overnight courier, or registered or certified mail to KPFJ, LLC, 26072 Merit Circle, Suite 109 Laguna Hills, CA. 92653. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Privacy Policy for KPFJ, LLC dba Pulido Jewelers and Repair*

*Including our main website www.PulidoJewelers.com, as well as our online brand website www.Manblinger.com.

At www.PulidoJewelers.com; www.Manblinger.com, accessible from <https://www.PulidoJewelers.com> or <https://www.manblinger.com>, one of our main priorities is the privacy of our visitors. This document contains types of information that is collected and recorded by KPFJ, LLC dba Pulido Jewelers and Repair and how we use it.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us at info@pulidojewelers.com; info@manblinger.com or info@myblingflying.com

You may also reach us directly via phone or text at 1 (949) 582-7250.

General Data Protection Regulation (GDPR)

We are a Data Controller of your information.

KPFJ, LLC dba Pulido Jewelers and Repair legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information:

KPFJ, LLC dba Pulido Jewelers and Repair needs to perform a contract with you.

You have given KPFJ, LLC dba Pulido Jewelers and Repair permission to do so.

Processing your personal information is in KPFJ, LLC dba Pulido Jewelers and Repair legitimate Interest.

KPFJ, LLC dba Pulido Jewelers and Repair needs to comply with the law

KPFJ, LLC dba Pulido Jewelers and Repair will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. If you wish to be informed what Personal Information, we hold about you and if you want it to be removed from our systems, please contact us. Our Privacy Policy was generated with the help of <https://www.gdprprivacypolicy.net>, GDPR Privacy Policy Generator and the App Privacy Policy Generator

In certain circumstances, you have the following data protection rights:

- **The right to access, update or to delete the information we have on you.**
- **The right of rectification.**
- **The right to object.**
- **The right of restriction.**
- **The right to data portability**
- **The right to withdraw consent**

Withdraw Consent, update your Information or to Unsubscribe (Opt Out) of Future Correspondence

We take your privacy and online identity very seriously. This includes any personal identifying information that you may provide to us during any financial transactions in our office, as well as any data that may be collected by visiting our website(s). Information that may be collect from you during your visit can be (but is not expressly limited to):

- **Full Name**
- **Your Phone Number**
- **Email Addresses**
- **Home Address**
- **Work Address**
- **Your Anniversary date or Birthdate**

You may Withdraw Consent, Update Your Information or Opt Out of all future correspondence by clicking the following links below. In the case of updating us with your information, please provide all updates that are required in the body of the email.

Withdraw Consent: [Consent Withdraw](#)

Update Information: [Update My Personal Information](#)

Unsubscribe and Opt Out: [Unsubscribe and Opt Out](#)

Please note, if you submit a Consent Withdraw or Unsubscribe email, you will receive one final email from info@pulidojewelers.com confirming all actions taken as per your request. One email for each request above will serve to cover all data that may have been collected in any of our websites, as well as any data stored or collected in our office.

Log Files: All KPFJ, LLC dba Pulido Jewelers and Repair's websites follow a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and a part of hosting services' analytics. The information collected by log files include internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

Cookies and Web Beacons: Like any other website, KPFJ, LLC dba Pulido Jewelers and Repair's websites use 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

General Privacy Policy: You may consult this list to find the Privacy Policy for each of the advertising partners of KPFJ, LLC dba Pulido Jewelers and Repair and our website(s).

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on our websites, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that KPFJ, LLC dba Pulido Jewelers and Repair has no access to or control over these cookies that are used by third-party advertisers.

Third Party Privacy Policies: KPFJ, LLC dba Pulido Jewelers and Repair's Privacy Policy does not apply to other advertisers or websites unless they are associated with our company or otherwise noted in this policy. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options. You may find a complete list of these Privacy Policies and their links here:

Privacy Policy Links: PayPal: [PayPal Privacy Policies](#) Square: [Square Privacy Policies](#) Wix: [Wix Privacy Policies](#)

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

Children's Information: Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

KPFJ, LLC dba Pulido Jewelers and Repair does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Our Privacy Policy created at [GDPRPrivacyPolicy.net](https://gdprprivacypolicy.net)) applies only to our online activities and is valid for visitors to our website with regards to the information that they shared and/or collect by KPFJ, LLC dba Pulido Jewelers and Repair or via any of our affiliated brands, companies, and websites. This policy is not applicable to any information collected offline or via channels other than as noted above.

<https://gdprprivacypolicy.net>. Our GDPR Privacy Policy was generated from the GDPR Privacy Policy Generator.

By using any of our websites, you hereby consent to our Privacy Policy and agree to its terms.

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