

YOU JEWELERS & BOUTIQUE: LEGALLY BINDING TERMS & CONDITIONS

Effective Date: [05-06-25] By accepting this receipt and completing this transaction, the customer affirms their agreement to the following legally binding terms and conditions:

Final Sale & "As Is" Condition

All merchandise is sold on a final sale basis and in "AS IS" condition, without any express or implied warranties. This includes, but is not limited to, the implied warranties of merchantability and fitness for a particular purpose, which are expressly disclaimed pursuant to California Commercial Code §§ 2314-2316 and California Civil Code § 1792. This disclaimer is made clearly and conspicuously in compliance with all applicable statutes.

No Insurance Provided

No insurance coverage is included or implied in any transaction. Customers are solely responsible for obtaining insurance at their own expense. Noble Jewelers Inc. (DBA You Jewelers & Boutique) shall bear no liability for any loss, theft, damage, or disappearance of items after customer pickup or delivery.

Services Without Warranty

All jewelry and watch repairs, custom design, appraisals, and related services are performed without any warranty or guarantee of outcome or longevity, consistent with case law such as Filippo Industries, Inc. v. Sun Ins. Co. (1999) and Kriegler v. Eichler Homes, Inc. (1969). Maintenance is the sole responsibility of the customer and should be performed every 4-6 months by a qualified jeweler to avoid loss or damage.

Watch Battery Disclaimer & Water Resistance

Opening any watch for battery replacement or service may compromise its water resistance. Noble Jewelers Inc. does not pressure test or reseal watches after opening. We cannot guarantee continued water resistance, even for watches originally labeled "water resistant." Labels such as 30M, 50M, or 100M reflect laboratory pressure ratings and do not apply to real-world use. By accepting battery replacement or related services, the customer releases Noble Jewelers Inc. from all liability for future water damage, pressure loss, or moisture intrusion. This is in compliance with FTC guidance and California consumer protection standards.

Condition Representations & Limitation of Liability

Any verbal or written evaluations of quality, purity, weight, grade, or value are provided as good-faith professional opinions, but are not binding warranties or certifications. Noble Jewelers Inc. cannot guarantee or warrant the accuracy of such representations and is not liable for subjective dissatisfaction, resale value, or market changes.

Unclaimed Property & Abandonment

Items left for service, appraisal, or layaway must be retrieved within 90 days of notification. After this period, items may be deemed abandoned per California Civil Code §§ 2080-2080.10, and Noble Jewelers Inc. may charge reasonable storage or administrative fees. Disposition or further action will be taken in accordance

with California abandoned property laws. Customers must maintain current contact information.

Nonrefundable Layaways

All layaway payments are strictly nonrefundable. Items will not be released until paid in full. Failure to maintain communication or make regular payments may result in loss of layaway rights and forfeiture of funds, consistent with contract law and UCC § 2-718.

Photographic Records

Noble Jewelers Inc. reserves the right to document customer items before or after service through photographic or video means. These records may be used to resolve disputes and protect both parties. By leaving or purchasing an item, the customer consents to such documentation.

Verbal Representations Do Not Modify Contract

Customer acknowledges that no oral statements, assurances, or representations made by staff or associates shall alter or override these written terms, consistent with the parol evidence rule under California Evidence Code § 622 and Civil Code § 1625.

Claims & Time Limit for Notification

Any claim or concern related to merchandise or service must be reported within 5 business days of receipt or pickup. Failure to do so constitutes waiver of the claim, as upheld in numerous small claims and commercial contract disputes.

Authorized Pickup Only

Merchandise will only be released to the original customer or their designated and verified agent. Noble Jewelers Inc. assumes no liability for items released in accordance with proper identification protocols.

Premises Monitoring & Consent to Recording

The premises may be monitored by video or audio surveillance for safety, security, and loss prevention. Customers entering or conducting business with Noble Jewelers Inc. acknowledge and consent to lawful recording pursuant to California Penal Code § 632 and related privacy laws.

Liability Waiver

Customer agrees to hold harmless and indemnify Noble Jewelers Inc., Jonathan Matthew Flint, Susana Soto, and all employees, contractors, vendors, or affiliates against all claims, losses, or liabilities arising out of this transaction or the use of any product or service, except in cases of gross negligence or intentional misconduct, as defined under California Civil Code § 1668.

Retail Sales Only / No Investment Products

Noble Jewelers Inc. is a retail business and does not offer wholesale pricing to the public. No item is sold, repaired, or appraised as an investment. Any suggestion of future value is personal opinion and shall not be construed as financial advice.

Dispute Resolution & Governing Law

This transaction shall be governed by the laws of the State of California. In the event of a dispute, both parties agree to first pursue good-faith informal resolution, and if necessary, resolution in San Diego County under the jurisdiction of the California Superior Court.

Cybersecurity & Data Privacy

We take reasonable steps to protect client data; however, no digital system is entirely secure. By communicating electronically, including email or SMS, you acknowledge the risks of digital communication and hold Noble Jewelers Inc. harmless for breaches beyond our control. We do not sell or share your private information.

Clarity of Scope & Instructions

Clients are responsible for communicating specific requests in writing. Noble Jewelers Inc. is not responsible for misunderstandings arising from vague or incomplete verbal instructions. Written confirmation of all work is encouraged.

Limitations of Redesign Projects

Repurposing or altering client-supplied materials involves inherent risk. Noble Jewelers Inc. is not liable for loss of sentimental value, preexisting flaws, or aesthetic outcomes not matching imagined results. Client assumes all risk when providing heirloom stones or gold.

Vintage & Specialty Watch Repairs

Due to limited availability of original parts for certain vintage or luxury watches, comparable aftermarket or refurbished parts may be used with client consent. Timekeeping, water resistance, and longevity may vary. We do not guarantee factory-level tolerances unless otherwise stated.

Market Volatility & Pricing

All pricing, trade-in values, and estimates are based on market conditions at time of service and may change rapidly. Past valuations do not guarantee future resale or trade-in values.

Third-Party Work Limitations

If a client authorizes work by a third-party jeweler or modifies a piece after service, Noble Jewelers Inc. is not responsible for damages, outcome changes, or warranty voids. Any post-service tampering releases us from future liability.

Client File & Record Retention

Photos, receipts, and appraisals are retained for up to 3 years. It is the client's responsibility to retain a copy of any original documents provided. Duplicate documents may incur a processing fee.

Designer & Trademarked Jewelry

Altering or repairing branded designer jewelry may void factory warranties. Noble Jewelers Inc. is not affiliated with brands such as Tiffany & Co., Cartier, or Rolex and makes no warranty on their behalf. Client assumes all responsibility for third-party brand work.

Warranty Limitations

All warranties are limited to the terms explicitly stated at the time of purchase. Noble Jewelers Inc. is not responsible for misunderstandings arising from misinterpretation of warranty terms.

Pricing and Discounts

All discounts and promotional pricing are based on the original retail price and are subject to change without notice. Noble Jewelers Inc. does not engage in deceptive pricing practices.

Data Security

While Noble Jewelers Inc. implements reasonable security measures to protect customer data, we cannot guarantee absolute security. Customers are encouraged to monitor their accounts and report any suspicious activity.

Product Representation

All product descriptions and appraisals are provided to the best of our knowledge and are not guarantees of value. Customers are encouraged to seek independent evaluations for verification.

Equal Opportunity Employment

Noble Jewelers Inc. is committed to providing a workplace free from discrimination and harassment. All employment decisions are based on merit, qualifications, and business needs.

Agreement to Terms

By completing this transaction, you acknowledge and agree to these legally binding terms and conditions.