

TERMS AND CONDITIONS

Superior FJ

Effective Date: July 26, 2025

Last Updated: July 26, 2025

1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms," "Agreement") constitute a legally binding agreement between you ("Customer," "User," "you") and Superior FJ, a sole proprietorship owned and operated by Frank Joseph Ostrowski ("Company," "we," "us," "our"), governing your use of www.superiorfj.com (the "Website," "Site") and all related services.

By accessing, browsing, or using this Website, placing an order, or engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you do not agree to these Terms, you must immediately discontinue use of our Website and services.

2. COMPANY INFORMATION

Business Name: Superior FJ

Owner: Frank Joseph Ostrowski

Phone: (716) 345-6913

Email: superiorfj@yahoo.com

Website: www.superiorfj.com

3. PRODUCTS AND SERVICES

3.1 Available Products

Superior FJ offers the following categories of merchandise:

- **Apparel:** T-shirts, hoodies, jeans, dresses, crop tops, jackets, leggings, lingerie, shorts for men, women, and youth
- **Accessories:** Hats, headwear, handbags, watches, jewelry
- **Home Decor:** Selected home furnishing items
- **Electronics:** Selected electronic accessories
- **Gift Cards:** Digital and physical gift cards

3.2 Services Offered

- **Custom Design Printing:** Digital transfer film (DTF), direct-to-garment (DTG), vinyl application, and heat press services
- **Business Branding and Merchandising:** Corporate apparel and promotional products

- **Customer-Provided Garment Printing:** Custom printing on customer-supplied clothing items

3.3 Special Collections

- Golden Era Collection
- Midas Touch Collection
- Diamond Era Collection
- Seasonal and limited-edition items

4. CUSTOMER-PROVIDED GARMENT PRINTING SERVICES

4.1 Service Overview

Superior FJ offers custom printing services on garments provided by customers as a cost-effective alternative to purchasing new items. This service allows customers to personalize existing clothing while maintaining our commitment to quality craftsmanship.

4.2 Garment Acceptance Criteria

To ensure Superior FJ's quality standards, customer-provided garments must meet the following requirements:

Acceptable Garments:

- Clean, unstained garments in good condition
- Structurally sound items without holes, tears, or rips
- Garments with intact seams and construction
- Items free from excessive wear or fading that would compromise print quality
- Fabrics suitable for our printing methods (cotton, cotton blends, polyester)

Unacceptable Garments - We Reserve the Right to Refuse:

- Garments with holes, tears, or rips of any size
- Distressed items beyond reasonable wear
- Stained garments (including sweat stains, discoloration, or permanent marks)
- Items with damaged seams or structural integrity issues
- Excessively worn or faded garments
- Garments made from unsuitable materials for printing
- Items that do not meet our cleanliness standards

4.3 Inspection and Processing

1. **Initial Assessment:** All customer-provided garments undergo inspection upon receipt
2. **Quality Review:** Items are evaluated against our acceptance criteria

3. **Customer Notification:** Unsuitable garments will prompt customer contact within 24-48 hours
4. **Return Process:** Rejected garments returned at customer's expense
5. **Processing Time:** 3-5 business days for approved items

4.4 Service Limitations and Disclaimers

Superior FJ is NOT responsible for:

- Damage to customer-provided garments during printing processes
- Color variations due to garment age, previous washing, or fabric composition
- Print adhesion issues on worn or treated fabrics
- Shrinkage or distortion during heat application
- Loss or damage due to unforeseen circumstances

Customer Acknowledgment: By utilizing this service, customers accept that garments may be subject to heat, pressure, and chemical processes, with results varying based on garment condition and fabric composition.

5. DESIGN CONTENT RESTRICTIONS

5.1 Prohibited Content

Superior FJ reserves the right to refuse any custom design containing:

- Gang-related content, symbols, or imagery
- Racial slurs or discriminatory language
- Hate speech or offensive material
- Unauthorized trademarked or copyrighted material
- Pornographic or sexually explicit content
- Content promoting illegal activities
- Defamatory or libelous material

5.2 Design Approval Process

All custom designs are subject to review and approval. We reserve the right to request modifications or refuse designs that do not meet our content standards. Design approval typically occurs within 1-3 business days.

6. ACCOUNT REGISTRATION AND SECURITY

6.1 Account Creation

When creating an account, you agree to:

- Provide accurate, current, and complete information
- Maintain and update your account information promptly

- Keep your login credentials confidential and secure
- Accept full responsibility for all activities under your account
- Notify us immediately of any unauthorized account access

6.2 Account Termination

We reserve the right to suspend, terminate, or restrict access to your account at our sole discretion if you:

- Violate these Terms and Conditions
- Engage in fraudulent or illegal activities
- Provide false or misleading information
- Abuse our services or systems

7. ORDERING AND PAYMENT

7.1 Order Process

- All orders are subject to acceptance and availability
- Prices are subject to change without notice
- We reserve the right to modify, reject, or cancel orders when necessary
- Order confirmation does not guarantee acceptance

7.2 Accepted Payment Methods

- Credit Cards (Visa, MasterCard, American Express, Discover)
- Debit Cards
- Direct Bank Transfer

7.3 Payment Authorization

By providing payment information, you:

- Authorize us to charge the specified payment method
- Confirm you are authorized to use the payment method
- Accept responsibility for all charges incurred
- Agree to pay all applicable taxes and fees

7.4 Payment Security

We reserve the right to:

- Verify payment information before processing orders
- Cancel or reverse transactions suspected of fraud
- Request additional verification for large or unusual orders
- Refuse payment methods that violate our policies

8. PRICING AND FEES

8.1 Product Pricing

- All prices are listed in US Dollars (USD)
- Prices include applicable taxes where required
- Custom printing prices vary based on design complexity and size
- Bulk pricing available for qualifying orders

8.2 Shipping and Handling

- Standard shipping: \$9.99 flat rate within the United States
- Delivery timeframe: 7-14 business days with our delivery guarantee
- Express shipping options available for additional fees
- International shipping not currently available

9. SHIPPING AND DELIVERY

9.1 Delivery Information

- Processing time: 1-3 business days for standard orders
- Custom orders: 1-3 business days after design approval
- Delivery times exclude weekends and holidays
- Tracking information provided when available

9.2 Delivery Requirements

- Complete and accurate shipping address required
- Customer responsible for providing correct delivery information
- We are not liable for delivery issues caused by incorrect addresses
- Signature confirmation may be required for high-value orders

9.3 Delivery Guarantee

Superior FJ guarantees delivery within 14 days of order processing. If delivery exceeds this timeframe due to our error, customers may be eligible for shipping refunds or other remedies at our discretion.

10. RETURNS AND REFUNDS

10.1 Return Policy Overview

- Return requests must be initiated within 7-14 days of delivery
- Items must be in original condition with tags attached
- Customer responsible for return shipping costs unless item is defective
- Return authorization required before shipping items back

10.2 Eligible Returns

Returnable Items:

- Non-custom merchandise in original condition
- Defective or damaged items upon arrival
- Items significantly different from description

Non-Returnable Items:

- Custom printed or personalized items
- Hair and beauty products
- Items worn, washed, or altered
- Items without original tags or packaging
- Gift cards and digital products

10.3 Refund Processing

- Refunds processed within 5-10 business days after receiving returned items
- Refunds issued to original payment method
- Shipping charges non-refundable unless item is defective
- Restocking fees may apply to certain returns

11. SUBSCRIPTION SERVICES

11.1 Subscription Tiers

Superior FJ offers four subscription levels:

- **Basic:** Free membership with standard benefits
- **Gold:** Enhanced discounts and early access
- **Diamond:** Premium benefits and exclusive items
- **Superior:** Ultimate tier with maximum benefits and quarterly gifts

11.2 Subscription Terms

- Monthly or annual billing options available
- Automatic renewal unless cancelled
- Subscription benefits apply to eligible purchases only
- Cancellation effective at end of current billing period

12. LOYALTY PROGRAM

12.1 Rewards Program

- Earn points on qualifying purchases
- Redeem points for discounts and exclusive items

- Points expire after 12 months of account inactivity
- Program terms subject to change with notice

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Company Intellectual Property

All Website content, including but not limited to:

- Text, graphics, logos, images, and designs
- Software, code, and functionality
- Trademarks, service marks, and trade names
- Product descriptions and specifications

Are the exclusive property of Superior FJ and protected by intellectual property laws.

13.2 Customer Intellectual Property

- Customers retain ownership of original designs submitted for printing
- By submitting designs, customers grant us license to use for order fulfillment
- Customers warrant they own rights to submitted designs
- We reserve the right to refuse designs that may infringe third-party rights

13.3 Prohibited Uses

You may not:

- Copy, reproduce, or distribute our content without permission
- Use our trademarks or branding without authorization
- Reverse engineer or attempt to extract source code
- Create derivative works based on our content

14. THIRD-PARTY SERVICES AND PRODUCTS

14.1 Third-Party Integration

Our Website may feature products or services from third-party vendors. We do not:

- Guarantee the quality or accuracy of third-party offerings
- Control third-party pricing or availability
- Assume liability for third-party products or services
- Endorse third-party vendors or their practices

14.2 External Links

Links to external websites are provided for convenience only. We are not responsible for:

- Content or practices of linked websites
- Privacy policies of external sites

- Transactions conducted with third parties
- Damages resulting from third-party interactions

15. PRIVACY AND DATA PROTECTION

15.1 Information Collection

We collect and process personal information in accordance with our Privacy Policy, including:

- Account registration information
- Order and payment details
- Website usage data
- Communication preferences

15.2 Data Security

We implement reasonable security measures to protect customer information, but cannot guarantee absolute security of transmitted data.

16. LIMITATION OF LIABILITY

16.1 Liability Limitations

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPERIOR FJ, FRANK JOSEPH OSTROWSKI, AND ASSOCIATED PARTIES SHALL NOT BE LIABLE FOR:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, or business opportunities
- Data loss or corruption
- Service interruptions or delays
- Damages exceeding the amount paid for products or services

16.2 Maximum Liability

Our total liability for any claim shall not exceed the amount you paid for the specific product or service giving rise to the claim.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Superior FJ, Frank Joseph Ostrowski, and associated parties from any claims, damages, losses, or expenses (including reasonable attorney fees) arising from:

- Your use of our Website or services
- Violation of these Terms and Conditions
- Infringement of third-party rights
- Your submitted content or designs
- Negligent or wrongful conduct

18. DISPUTE RESOLUTION

18.1 Governing Law

These Terms are governed by the laws of the State of New York, without regard to conflict of law principles.

18.2 Jurisdiction

Any legal action or proceeding shall be brought exclusively in the courts of New York State or federal courts located in New York.

18.3 Dispute Resolution Process

Before initiating legal action, parties agree to attempt resolution through:

1. Direct communication with our customer service team
2. Good faith negotiation between parties
3. Mediation if mutually agreed upon

19. FORCE MAJEURE

Superior FJ shall not be liable for delays or failures in performance due to circumstances beyond our reasonable control, including but not limited to:

- Natural disasters or severe weather
- Government actions or regulations
- Labor disputes or strikes
- Supply chain disruptions
- Pandemics or public health emergencies
- Technical failures or cyber attacks

20. SEVERABILITY

If any provision of these Terms is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. Invalid provisions shall be replaced with valid provisions that most closely reflect the original intent.

21. ENTIRE AGREEMENT

These Terms, together with our Privacy Policy and any additional agreements, constitute the entire agreement between you and Superior FJ regarding use of our Website and services.

22. MODIFICATIONS TO TERMS

22.1 Right to Modify

We reserve the right to modify these Terms at any time to:

- Comply with applicable laws and regulations
- Reflect changes in our business practices

- Address new features or services
- Enhance customer protection

22.2 Notice of Changes

Significant changes will be communicated through:

- Email notification to registered users
- Prominent notice on our Website
- Updated "Last Modified" date on this document

22.3 Acceptance of Changes

Continued use of our Website or services after modifications constitutes acceptance of updated Terms.

23. CONTACT INFORMATION

For questions, concerns, or disputes regarding these Terms and Conditions, please contact us:

Superior FJ Customer Service

Phone/Text: (716) 345-6913

Email: superiorfj@yahoo.com

Mailing Address: 28 Hall Avenue, Jamestown, NY

Website: www.superiorfj.com

Business Hours: Monday-Friday, 9:00 AM - 6:00 PM EST

24. ACKNOWLEDGMENT

By using our Website or services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety.

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