

Terms & Conditions

Effective and last updated: July 20, 2026

Please read before ordering. By creating an account, submitting an order or inquiry, or using this website, you agree to these Terms. If you do not agree, do not use the service. Nothing here limits a right that cannot lawfully be waived.

1. Who we are

Frostella, we, us, and our refer to Frostella Ice Cream LLC, operating Frostella Patisserie. Location-specific prices, availability, taxes, hours, and pickup instructions apply to the location selected at checkout.

2. Eligibility and customer accounts

You must provide accurate, current information and protect your password. You are responsible for activity performed through your account. Tell us promptly if you suspect unauthorized access. Keep me signed in should be used only on a private device. We may suspend an account to protect customers, investigate misuse, or comply with law.

3. Orders, bundles, and wholesale requests

A retail or bundle submission is a request to purchase. Acceptance occurs only when we confirm the order and any required payment is received. Wholesale submissions are inquiries unless we expressly confirm otherwise. Quantities, lead time, delivery, pricing, and payment may require a separate written quote or agreement. Products, images, descriptions, prices, discounts, and availability may vary by location. We may correct an obvious error before acceptance and will offer the choice to approve the correction or cancel. Bundles must satisfy the displayed item count and category rules; premium-item surcharges are shown before submission.

4. Pricing, tax, and payment

Prices are in U.S. dollars. Applicable sales tax is calculated using the selected location and information available at checkout. Unless expressly stated otherwise, an order is not confirmed until required payment clears. Do not send card information by ordinary email or text.

5. Pickup, timing, and missed pickup

Pickup slots depend on location hours, preparation time, capacity, and cutoff rules. A requested time is not guaranteed until confirmed. Arrive at the selected location and verify the pickup name or reference. Contact us promptly if delayed. Because products may be perishable, quality and food-safety concerns can limit how long an order can be held.

6. Changes, cancellations, and refunds

Contact us as soon as possible. Because items are prepared to order and may be customized or perishable, changes, cancellations, or refunds are not guaranteed after preparation, ingredient purchasing, or production begins. If we cancel or cannot fulfill an accepted prepaid order, we will provide an appropriate replacement, credit, or refund. This policy does not reduce rights provided by applicable law.

7. Food information and allergens

Descriptions may identify ingredients or dietary attributes, including halal positioning. Recipes, suppliers, and shared preparation environments may change. Customers with allergies or strict dietary requirements must contact us before ordering. Unless expressly confirmed in writing, we cannot guarantee that an item is free from cross-contact with milk, eggs, wheat, soy, peanuts, tree nuts, sesame, or other allergens.

8. Promotions and marketing

Promotions may have location, product, quantity, customer, start-date, expiration, or other restrictions and may not be combined unless stated. Account and transactional messages are separate from marketing. Marketing is optional, and you may unsubscribe using the message link or by contacting us.

9. Acceptable website use

Do not interfere with the website, bypass location or access controls, submit false orders, scrape protected data, introduce harmful code, impersonate another person, or use the service unlawfully. Website content, branding, photographs, and software are owned by or licensed to Frostella and may not be copied or commercially reused without permission.

10. Availability and third-party services

We aim for reliable service but do not promise uninterrupted access. Hosting, email, SMS, mapping, payment, and other providers may process information or experience outages. Third-party services are governed by their own terms.

11. Disclaimers and limitation of liability

To the fullest extent permitted by law, the website is provided as available. Frostella is not liable for indirect, incidental, special, exemplary, or consequential damages arising from website use. For a claim related to a particular order, Frostella's aggregate liability will not exceed the amount paid for that order, except where applicable law does not allow that limitation or liability cannot lawfully be limited.

12. Governing law and disputes

Minnesota law governs these Terms, without regard to conflict-of-law rules. Before filing a claim, contact us and allow a reasonable opportunity to resolve it informally. Court proceedings must be brought in a court with lawful jurisdiction in Minnesota, unless consumer law requires another forum.

13. Changes and severability

We may update these Terms prospectively. The posted effective date identifies the current version. If part of these Terms is unenforceable, the remaining provisions continue to the extent permitted by law. Failure to enforce a provision is not a waiver.

14. Contact

Questions, cancellations, accessibility requests, or legal notices may be sent to sales@frostellaicecream.com. Retail pickup and business contact information shown on the website may vary by selected location.

Important legal review note

This document is a business-ready draft and should be reviewed by a Minnesota-licensed attorney before final adoption, especially cancellation, refund, allergen, payment, and dispute provisions.