

# Terms & Conditions

Effective Date: September 05, 2024

## 1. Definitions

“Company” refers to Clear Choice Labs. “Products” refers to any materials, solutions, or items supplied by the Company. “Customer” refers to the purchaser or end user of Products. “RUO” means Research Use Only, indicating Products are not for therapeutic or diagnostic purposes.

## 2. Research Use Only (RUO)

All Products supplied by the Company are labeled and intended strictly for laboratory research use only. Products are not intended or approved for human or veterinary administration, therapeutic use, diagnostic use, or resale for such purposes.

## 3. Eligibility

By ordering Products, Customer represents and warrants that it is a qualified institution, company, or individual conducting research in a laboratory or educational setting. Customer affirms compliance with all applicable laws, rules, and institutional guidelines in its jurisdiction.

## 4. Orders & Payment

All sales are final. Prices and availability are subject to change without notice. Payment terms are as specified at checkout. The Company reserves the right to refuse or cancel orders at its discretion.

## 5. Shipping & Risk of Loss

Products are packaged and shipped under standard laboratory handling conditions. Title and risk of loss transfer to the Customer upon delivery to the carrier. Customer is responsible for complying with all applicable import, customs, and handling regulations.

## 6. Restrictions on Use

Customer shall not use Products: (a) in humans or animals; (b) for clinical trials; (c) for diagnostic purposes; or (d) in any way that violates federal, state, or international law. Customer agrees to use Products in compliance with good laboratory practices (GLP) and applicable safety guidelines.

## 7. Warranties & Limitation of Liability

Products are provided 'AS IS' without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. To the fullest extent permitted by law, the Company shall not be liable for any damages, whether direct, indirect, incidental, or consequential, arising from the purchase, use, or misuse of Products.

## 8. Indemnification

Customer agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or

expenses (including attorneys' fees) arising from Customer's use, handling, storage, or disposal of Products.

## **9. Export Control**

Customer acknowledges that Products may be subject to export control laws and regulations of the United States and other jurisdictions. Customer agrees not to export, re-export, or transfer Products in violation of applicable export laws.

## **10. Intellectual Property**

All intellectual property rights in Products, documentation, trademarks, and trade names remain the exclusive property of the Company or its licensors. No license or right is granted by implication, estoppel, or otherwise.

## **11. Governing Law & Jurisdiction**

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of California and the United States of America. The parties agree that any disputes shall be resolved exclusively in the state or federal courts located in Orange County, California.

## **12. Entire Agreement**

These Terms & Conditions constitute the entire agreement between the Company and Customer and supersede all prior communications, proposals, or agreements, whether oral or written.