

# Terms & Conditions

**Clear Choice Labs Inc.**

**\*\*Effective Date: September 05, 2024 \*\***

## 1. Definitions

**"Company"** refers to **Clear Choice Labs Inc.**

**"Products"** refers to any materials, solutions, laboratory reagents, methylene blue formulations, or consumables 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 purchasing Products, Customer represents and warrants that they are a qualified institution, business, or individual conducting legitimate laboratory or educational research. Customer affirms compliance with all applicable laws, regulations, and institutional guidelines.

## 4. Orders, Payment, and Returns

All sales are final. Prices, formulations, and availability may change without notice. Payment terms follow what is displayed at checkout.

The Company reserves the right to refuse or cancel any order at its discretion.

**Return Policy:** Due to the specialized nature of laboratory products, **all sales are final**. The Company only accepts claims for:

- Products damaged upon receipt, or
- Verified shipping errors made by the Company.

Claims must be submitted within **five (5) business days** of delivery.

## 5. Shipping & Risk of Loss

All Products are packaged under standard laboratory handling procedures. Title and risk of loss transfer to Customer upon delivery to the shipping carrier.

Customer is responsible for complying with applicable import laws, shipping regulations, and handling requirements in their jurisdiction.

## **6. Restrictions on Use**

Customer shall not use Products:

- In humans or animals,
- For clinical or therapeutic purposes,
- For diagnostic applications,
- In violation of federal, state, or international regulations.

Customer agrees to utilize Products according to good laboratory practices (GLP), chemical handling guidelines, and all applicable safety protocols.

## **7. Warranties & Limitation of Liability**

Products are provided **“AS IS”** without any express or implied warranties, including but not limited to merchantability, fitness for a particular purpose, or non-infringement.

The Company warrants only that Products will meet the specifications described in documentation at the time of delivery.

To the fullest extent permitted by law, Clear Choice Labs Inc. is not liable for any direct, indirect, incidental, or consequential damages arising from the purchase, handling, or misuse of Products.

## **8. Indemnification**

Customer agrees to indemnify, defend, and hold harmless Clear Choice Labs Inc., along with its officers, employees, and affiliates, from any claims or liabilities arising out of Customer's handling, storage, disposal, or misuse of Products.

## **9. Export Control**

Certain Products may be subject to U.S. export restrictions. Customer agrees not to export, re-export, or distribute Products in violation of applicable export control laws.

## **10. Intellectual Property**

All trademarks, formulations, documentation, product designs, and associated intellectual property remain the exclusive property of Clear Choice Labs Inc. No rights or licenses are granted unless explicitly stated.

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

These Terms & Conditions are governed by the laws of the State of California and the United States of America.

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 full and complete agreement between the Company and Customer and supersede any prior written or verbal agreements.