

# **TERMS AND CONDITIONS**

## **SECTION 1: ACCEPTANCE OF TERMS AND FORMATION OF AGREEMENT**

**1.1 Binding Agreement.** By accessing this website, registering for an account, or purchasing any products from Peptotal Peptides (“Company,” “we,” or “us”), you (“Purchaser,” “Customer,” or “you”) acknowledge and agree to be legally bound by these Terms and Conditions (“Agreement”), which constitute a binding contractual relationship between you and the Company.

**1.2 Rejection of Conflicting Terms.** Any terms submitted by Purchaser via purchase order, confirmation, or other written or electronic communication that conflict with or supplement these Terms are hereby expressly rejected and shall have no force or effect. Fulfillment of any order by the Company shall not constitute acceptance of any contrary or additional terms.

**1.3 Consent Mechanism.** By selecting “I Agree,” “Place Order,” or any equivalent mechanism, Purchaser affirms that they have read, understood, and consent to be bound by the entirety of these Terms, including any referenced policies (e.g., Privacy Policy, Shipping Policy). Purchasers who do not agree to all provisions must immediately refrain from ordering or using the website.

**1.4 Amendments.** The Company reserves the right, at its sole discretion, to modify, update, or amend these Terms at any time without prior notice. Continued use of the website or purchase of products constitutes acceptance of the modified Terms. It is the Purchaser’s responsibility to review these Terms periodically.

---

## **SECTION 2: RESEARCH USE ONLY**

**2.1 Restricted Purpose.** All products sold by the Company are intended solely for in-vitro laboratory research purposes. Products are not intended, and shall not be used, for human or animal consumption, injection, ingestion, inhalation, or any form of application.

**2.2 Prohibited Uses.** Purchaser shall not use Company products for:

- Food, dietary supplements, or food additives;
- Drugs, pharmaceuticals, or medicines for humans or animals;
- Medical devices, in vitro diagnostics, or cosmetics;

- Veterinary products or animal feed;
- In vivo experimentation on humans or animals;
- Commercial production or manufacturing without a separate written agreement;
- Any use requiring FDA approval that has not been obtained; or
- Any unlawful purpose under applicable federal, state, or local law.

**2.3 FDA Disclaimer.** Products are research chemicals and are not FDA-approved. No product has been evaluated, tested, or approved for safety, efficacy, or clinical use. Products are not intended to diagnose, treat, cure, or prevent any disease or condition.

**2.4 Non-Pharmacy Status.** The Company is not a compounding pharmacy or outsourcing facility under Sections 503A or 503B of the Federal Food, Drug, and Cosmetic Act and does not prepare products pursuant to prescriptions for individual patients.

**2.5 No Safety Assurance.** Purchaser acknowledges that products are supplied “as is,” unsterilized, and have not been tested by the Company for safety or efficacy for any human, animal, or commercial use.

---

## SECTION 3: PURCHASER QUALIFICATIONS

**3.1 Minimum Age.** Purchaser must be at least twenty-one (21) years of age. Orders may be subject to age verification and may be canceled if verification fails.

**3.2 Qualified Personnel.** Products must be handled, stored, and used solely by qualified laboratory or research professionals possessing appropriate credentials and institutional affiliations.

**3.3 Institutional Affiliation Warranty.** Purchaser represents and warrants that they:

- Are affiliated with a bona fide research institution, laboratory, university, biotechnology, or pharmaceutical company; or
- Possess sufficient scientific credentials to conduct legitimate in-vitro research; or
- Meet other qualification standards deemed acceptable by the Company.

**3.4 Fraudulent Representation.** Any misrepresentation regarding qualifications, affiliation, or intended use constitutes fraud and may result in civil and criminal liability. The Company reserves the right to report suspected fraud.

**3.5 Verification Rights.** The Company may, at its discretion, verify information provided by Purchaser, including credentials and institutional affiliation. Purchaser shall cooperate fully with such requests.

---

## SECTION 4: PURCHASER ACKNOWLEDGEMENTS

**4.1 Knowledge and Compliance.** By purchasing, Purchaser acknowledges that they:

- Understand the properties, composition, and proper in-vitro applications of products;
- Are aware of applicable federal, state, local, and international regulations;
- Recognize all potential health, chemical, and toxicological hazards;
- Will comply with OSHA hazard communication standards and applicable industrial hygiene practices;
- Understand proper laboratory procedures and research methodologies.

**4.2 Assumption of Risk.** Purchaser assumes all risk associated with handling, storage, use, and disposal of products. Company disclaims all liability for injury, death, or property damage.

**4.3 Independent Judgment.** Purchaser confirms that they have independently determined the suitability of products for their intended in-vitro research.

---

## SECTION 5: PROHIBITED CONDUCT

**5.1 Absolute Prohibitions.** Purchaser shall not:

- Administer, consume, inject, or apply products to humans or animals;
- Distribute or sell products for human or animal use;
- Compound products for human or animal use;
- Make claims regarding safety or efficacy for any human or animal application;
- Resell, redistribute, or export products without prior written authorization;
- Use Company trademarks or products in a manner implying endorsement;
- Provide false information regarding identity or intended use.

**5.2 No Guidance Policy.** The Company does not provide guidance regarding reconstitution, dosing, administration, or in vivo application. Requests for such guidance will result in refusal of service.

**5.3 Resale Prohibition.** Products are for Purchaser's research use only. Unauthorized resale or distribution may result in legal action.

---

## SECTION 6: DISCLAIMERS OF WARRANTY

**6.1 AS-IS.** Products and website content are provided “as is” and “as available” without any warranty of any kind.

**6.2 Comprehensive Disclaimer.** Company expressly disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, non-infringement, accuracy, and completeness.

**6.3 No Fitness for Use.** Company makes no warranty that products are suitable for human, animal, medical, diagnostic, therapeutic, or other use.

**6.4 Hazard Acknowledgment.** Purchaser understands that products may present chemical, physiological, or toxicological hazards.

---

## **SECTION 7: LIMITATION OF LIABILITY**

**7.1 Exclusion of Damages.** Company shall not be liable for indirect, incidental, consequential, punitive, or special damages, including but not limited to personal injury, death, or property damage.

**7.2 Aggregate Cap.** Total liability shall not exceed the purchase price of the specific product giving rise to the claim.

**7.3 Sole Remedy.** Purchaser’s sole remedy is to discontinue use and purchase of products.

---

## **SECTION 8: INDEMNIFICATION**

**8.1 Indemnity Obligation.** Purchaser shall indemnify, defend, and hold harmless the Company and its affiliates from all claims, liabilities, damages, costs, and expenses arising from misuse, breach, or violation of law.

**8.2 Survival.** Indemnification obligations survive termination of this Agreement.

---

## **SECTION 9: REGULATORY COMPLIANCE**

**9.1 Compliance Responsibility.** Purchaser shall comply with all applicable federal, state, and local laws, including FDA, DEA, EPA, OSHA, TSCA, and export control regulations.

**9.2 Jurisdictional Compliance.** Purchaser remains solely responsible for compliance in their jurisdiction.

---

## **SECTION 10: ORDER ACCEPTANCE AND REFUSAL**

**10.1 Discretionary Acceptance.** Orders are subject to acceptance at the Company's sole discretion. Confirmation of receipt is not acceptance.

**10.2 Right to Refuse.** Company may refuse service or place individuals on a permanent do-not-sell list if misuse is suspected.

**10.3 Order Cancellation.** Company may cancel orders at any time prior to shipment; sole obligation is refund of amounts paid.

---

## **SECTION 11: PRODUCT SPECIFICATIONS AND CERTIFICATES**

**11.1 Product Specifications.** Products conform to published specifications at shipment. Specifications may change without notice.

**11.2 Certificates of Analysis.** COAs are informational and do not constitute warranties. Purchaser bears responsibility for independent verification.

**11.3 No Patent License.** Listing of products does not confer license to infringe patents.

---

## **SECTION 12: SHIPPING AND RETURNS**

**12.1 Shipping.** Delivery is FOB origin. Risk of loss passes to Purchaser upon transfer to carrier.

**12.2 International Orders.** In the event that the Company elects, in its sole discretion, to sell or ship products internationally, Purchaser shall assume all risks associated with such international transactions, including but not limited to import/export compliance, customs duties, tariffs, taxes, shipping delays, and any legal or regulatory obligations imposed by any jurisdiction. The Company shall have no liability whatsoever for any costs, losses, or damages arising from international shipment or Purchaser's failure to comply with applicable laws.

**12.3 Returns.** All sales are final and non-cancellable. The Company may, at its sole discretion, authorize a return, replacement, or credit solely for products that are clearly damaged during shipment or materially non-conforming to the specifications at the time of sale. Requests must be submitted in writing within 48 hours of receipt, following the Company's original shipping method. The Company's determination shall be final and binding.

## **SECTION 13: PRIVACY**

**13.1 Data Collection and Use.** Company collects personal data for order processing and regulatory compliance.

**13.2 Disclosure.** Purchaser consents to regulatory disclosure of information as required by law.

---

## **SECTION 14: GOVERNING LAW AND DISPUTE RESOLUTION**

**14.1 Governing Law.** This Agreement is governed by the laws of Nevada.

**14.2 Jurisdiction.** Disputes shall be resolved exclusively in courts located in Clark County, Nevada. Parties waive jury trials.

**14.3 Limitation Period.** Claims must be brought within one (1) year.

---

## **SECTION 15: MISCELLANEOUS**

**15.1 Entire Agreement.** These Terms constitute the full agreement between the parties.

**15.2 Severability.** Invalid provisions shall be modified or severed without affecting the remainder.

**15.3 Force Majeure.** Company is not liable for delays due to causes beyond its control.

**15.4 Survival.** Provisions regarding use restrictions, disclaimers, liability, and indemnity survive termination.

---

# ACKNOWLEDGMENT, CERTIFICATION, AND ASSUMPTION OF RISK

BY ACCESSING THIS WEBSITE, CREATING AN ACCOUNT, CLICKING “I AGREE,” OR PURCHASING, RECEIVING, POSSESSING, OR USING ANY PRODUCT, YOU HEREBY IRREVOCABLY ACKNOWLEDGE, REPRESENT, WARRANT, CERTIFY, AND AGREE THAT:

**(a) LEGALLY BINDING CONTRACT.** You have read, fully understood, and voluntarily agree to be legally bound by these Terms and Conditions in their entirety. You acknowledge that these Terms constitute a valid, binding, and enforceable contract between you and the Company, supported by adequate and sufficient legal consideration.

**(b) QUALIFIED PURCHASER CERTIFICATION.** You certify under penalty of perjury that you are at least twenty-one (21) years of age and are a qualified individual possessing the requisite scientific knowledge, training, and experience necessary to lawfully purchase, possess, handle, and use research chemicals in compliance with all applicable laws and regulations.

**(c) RESEARCH USE ONLY DESIGNATION.** You expressly acknowledge and agree that ALL PRODUCTS ARE SOLD STRICTLY FOR RESEARCH USE ONLY (“RUO”) AND FOR IN-VITRO LABORATORY RESEARCH PURPOSES EXCLUSIVELY. PRODUCTS ARE NOT INTENDED FOR HUMAN OR VETERINARY USE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO HUMAN OR ANIMAL CONSUMPTION, INJECTION, INGESTION, INHALATION, TOPICAL APPLICATION, DIAGNOSTIC USE, THERAPEUTIC USE, OR ANY IN VIVO APPLICATION.

**(d) EXPRESS PROHIBITION ON HUMAN OR ANIMAL USE.** You expressly represent, warrant, and covenant that you will not use, and will not permit any third party to use, any product for human or animal use under any circumstances. Any such use constitutes a material breach of this Agreement and unlawful misuse of the product.

**(e) ASSUMPTION OF ALL RISK.** You knowingly and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, arising from or relating to the purchase, shipment, receipt, possession, handling, storage, transport, use, misuse, or disposal of any product. You assume full responsibility for ensuring safe handling and regulatory compliance.

**(f) WAIVER AND RELEASE OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY IRREVOCABLY WAIVE, RELEASE, AND FOREVER DISCHARGE THE COMPANY, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS,

EXPENSES, OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, ECONOMIC LOSS, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE PRODUCTS OR YOUR USE OR MISUSE THEREOF, REGARDLESS OF LEGAL THEORY.

**(g) REGULATORY COMPLIANCE OBLIGATION.** You agree that you are solely responsible for compliance with all applicable federal, state, local, and international laws, regulations, and requirements governing the purchase, possession, handling, use, and disposal of research chemicals.

**(h) NO RELIANCE.** You acknowledge that you have not relied on any statement, representation, warranty, or advice from the Company or its representatives regarding the suitability, safety, or fitness of any product for any purpose.

**(i) MATERIAL CONDITION OF SALE.** Your representations, warranties, certifications, waivers, and agreements contained herein constitute material conditions upon which the Company relies in approving and fulfilling any sale. Any breach shall render the sale voidable at the Company's sole discretion and may result in refusal of future service and potential legal action.

**(j) PROHIBITION IF YOU DO NOT AGREE.** IF YOU DO NOT FULLY AGREE TO THESE TERMS, YOU ARE EXPRESSLY PROHIBITED FROM ACCESSING THIS WEBSITE OR PURCHASING, RECEIVING, OR USING ANY PRODUCTS.