

MOLPURE, INC. TERMS OF USE

THIS TERMS OF USE AGREEMENT GOVERNS YOUR USE OF THE WEBSITE LOCATED AT WWW.MOLPURE.COM (the “Site”) WHICH IS OWNED AND/OR OPERATED BY MOLPURE, INC. EACH TIME YOU ACCESS AND/OR USE THIS WEBSITE OR PURCHASE ANY PRODUCTS FROM THIS WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ AND ACKNOWLEDGE AND AGREE TO BE BOUND BY THIS TERMS OF USE AGREEMENT AND ALL OTHER TERMS INCORPORATED HEREIN BY REFERENCE (Collectively “Terms”). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE, DO NOT DOWNLOAD ANY MATERIALS, AND DO NOT PURCHASE ANY PRODUCT(S).

PLEASE NOTE THAT THESE TERMS DISCLAIM ALL WARRANTIES, LIMIT MOLPURE’S LIABILITY TO YOU, AND CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS. THESE ITEMS LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES. SEE THE SECTIONS “WARRANTY DISCLAIMER,” “MANDATORY ARBITRATION,” AND “LIMITATION OF LIABILITY” BELOW FOR MORE DETAILS.

Payment and Billing Information

By providing a credit card or any other form of payment method that we accept, you warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (collectively, as applicable, an “Order”). Your order may be suspended or cancelled if the payment method cannot be verified or is invalid. You must resolve any problem with the payment method before proceeding with your Order. You can change or update your payment information associated with your account by logging into your account and editing your payment information. However, you must contact a customer service representative by telephone to update the payment method if you are required to change the payment method for an order that has been held due to any issue with the payment method.

You may notice a pre-authorization hold or pending charge in the total order amount, on your account, before shipment. The pre-authorization validates the payment method to ensure it matches what the bank has on file. The initial authorization will expire after a period. Once an authorization is received, there may be a decrease in your available balance. Your bank may put a hold on this dollar amount for a period. Each financial institution has a different policy on authorization holds. Please contact your bank to learn about their specific policies.

Your card will be charged only after your item ships. We will request another authorization from your bank to verify that funds are still available, only if there is a delay between order placement and shipment.

Pricing and Availability

All prices are shown in U.S. dollars and applicable taxes and other charges such as shipping, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice. We will not, however, be able to notify you of changes in any applicable taxes.

While we attempt to avoid errors in pricing and product information, some information (including prices) may be inaccurately displayed on the Site due to system or typographical errors. We reserve the right to correct any and all errors in pricing or product information when they occur. We do not honor inaccurate or erroneous prices.

All of our Products are subject to availability. We reserve the right to impose quantity limits on any Order, to reject all or part of an Order, and to discontinue offering Products without prior notice.

An order for an item that is temporarily out of stock is called a "backorder." If you order an item on backorder, we will ship the item to you via our regular ground shipping as soon as it becomes available. You are never charged for a back-ordered item until it is shipped, and you may cancel an item on backorder at any time up to the point of shipment.

Purchase Orders

In limited circumstances, and only as accepted by us, specific customers may make payments via purchase orders. Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed. Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller

Taxes

Sales tax is applied in accordance with individual state, regional, and/or country regulations. Appropriate sales tax charges will appear on the order page during checkout. All listed prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind as imposed by any governmental or quasi-governmental authority on any amount payable by Purchaser. Purchaser shall be responsible for all such taxes and charges.

Shipping

Unless otherwise agreed in writing (email is sufficient), Products are shipped using Seller's standard packaging and shipping methods, for which fees will apply.

All items entering a foreign country are subject to customs inspection and assessment of duties and taxes in accordance with each country's applicable laws. You are required to pay all duties and taxes incurred on any Products you purchase, new or exchanged. Molpure cannot determine these fees during the checkout process. For more information, please contact your local customs office.

If you refuse delivery of the shipment, you are solely responsible for payment of all return shipping charges, duties and taxes; in this case, return shipping charges, duties, and taxes will be billed to you in accordance with the method of payment you selected in the checkout process. Please note that we do not ship to hotels or Post Office boxes. We may require a signature upon delivery of any shipment.

You agree to pay any shipping charges shown at the time you make a purchase. Shipping is handled by a third-party courier. Actual delivery dates may vary. All Products purchased from us are made pursuant to a shipment contract. This means that title to and the risk of loss of such Products passes to you upon our delivery of the Product to the third-party courier.

Deliveries

Delivery dates are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

Use of Products

Purchaser acknowledges that Products are not tested for safety and efficacy in food, drug, medical device, cosmetic, commercial or any other use, unless otherwise stated. Purchase shall (a) comply with all instructions, specifications, use statements or conditions of use made available by the seller, and (b) properly test, use, manufacture and market Products and/or materials products with Products.

Inspection and Rejection of Nonconforming Products

Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required.

Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products, or (b) credit the price for such Nonconforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.

Returns, Refunds and Exchanges

Our Return Policy applies to all Products purchased through the Site.

Purchaser shall not return Products without Seller's prior written consent. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (custom Products or special orders) may not be returned under any circumstances. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

Seller shall, in its sole discretion with respect to Products either replace Products (or the defective part thereof) and if Seller is unable to replace, Seller shall credit the price of such Products. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

All returns must be in compliance with Seller's instructions and may be subject to a restocking charge of 25% of the sales price.

Use of Products

Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

Use of Site

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Warranty Disclaimer

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FOR DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE MOLPURE PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO THE ORDER OR USE OF PRODUCTS PURCHASED FROM THE SITE EXCEED THE AMOUNT PAID FOR SUCH PRODUCTS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE MOLPURE PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER DISCHARGE THE MOLPURE PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH MOLPURE FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE 1542, WHICH STATES:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Indemnification.

To the fullest extent permitted by applicable law, you shall defend, hold harmless and indemnify Molpure Inc. and its respective officers, employees, agents and representatives (individually and collectively, the “Molpure Parties”) from and against any claims, liabilities, costs or damages, including reasonable attorneys’ fees and all associated costs through final appeals, made by any third party, relating to or arising from your use of the Site, Services, and any User Content that you transmit to or through the site including but not limited to (a) your access to or use of the Site; (b)

your violation of these Terms; and (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights).

You agree to immediately notify Molpure Parties of any third-party Claims, cooperate with Molpure Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Molpure Parties will have control of the defense or settlement, at Molpure's sole option, of any third-party Claims.

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General

Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages at this Site. In the event of any conflict, such additional or different terms, conditions, and notices will prevail over these Terms.

Availability of Products and Services

This Site may contain references to specific Molpure products that may not be (readily) available in a particular locations, states, or countries. Any such reference does not imply or warrant that any such products or services shall be available at any time in any location. Please contact Molpure for further information.

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Governing Law and Venue.

Your access and use of this Site and the contents hereof shall be governed by and interpreted in accordance with the Laws of California, United States of America without regard to its conflict of law rules. Any dispute arising out of or in relation to Molpure website, including these terms of use, shall, if it cannot be solved amicably, be submitted exclusively to the jurisdiction of the state and federal courts in Orange County, California, USA. You agree to personal jurisdiction of such courts over you regarding any dispute relating to these Terms and agree to service of process on you by email to the address you have submitted to the Site, if any, and by any other means permitted by law.

Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH MOLPURE INC AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

YOU AND MOLPURE AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, THE SITE, OR THE PRODUCTS SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSUMER DISPUTES.

Arbitration uses a single, neutral arbitrator to decide a dispute (instead of a judge and/or jury); arbitration may allow for more limited discovery than in a court case; and the arbitration process and result is subject to very limited review by courts. In an arbitration you have the right, at your expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief under these Terms that a court can award under these Terms. You and Molpure Inc agree that any in-person arbitral hearing shall occur in Orange County, California unless (a) Molpure agrees to have the dispute heard in another location and/or (b) applicable law requires the arbitration to be heard in a different location/venue. Molpure further agrees that your filing fee for an arbitration will be capped at the amount set by the American Arbitration Association. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision.

YOU AND MOLPURE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS AND/OR YOUR USE OF THE PRODUCTS. REGARDLESS OF THE FORUM, YOU AND MOLPURE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Molpure agree otherwise, the arbitrator may not join or consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Miscellaneous

The failure of Molpure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. Communications and transactions between us may be conducted electronically. Molpure reserves the right to modify the Site or to suspend or stop providing all or

portions of the Site at any time. Molpure is not responsible for any loss or harm related to your inability to access or use the Site.

Notice

All notices, demands, or consents given from you under these Terms will be in writing and will be deemed given when delivered to Molpure Inc at the following contact: Molpure, Inc.

Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.