

## **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT (the "Agreement") is made and entered into as of the date of signature below, by and between the undersigned business/individual

\_\_\_\_\_ ("Customer" or "Releasor" or "Buyer") and Bulk Peptide Wholesale, LLC an Oklahoma Limited Liability Company having its principal place of business at 2304 W. Hefner Road, #21480 The Village, Oklahoma 73120 ("Seller" or "Releasee").

### **RECITALS**

Seller is in the business of selling and distributing research chemicals and related products intended solely for laboratory research purposes (the "Research Chemicals" or "Product(s)"). Customer wishes to purchase these Research Chemicals for research purposes only, acknowledging that they are not intended for human consumption, therapeutic use, veterinary use, or any use outside of a controlled laboratory environment by qualified research professionals. Customer understands that handling, storage, use, and disposal of Research Chemicals involves inherent risks and potential hazards, and desires to assume all risks associated with their purchase, possession, handling, storage, transportation, use, and disposal. As a condition to the sale of Research Chemicals to Customer, Seller requires Customer to release Seller, to the fullest extent permitted by law, from any liability arising out of or related to Customer's purchase, possession, handling, storage, transportation, use, or disposal of Research Chemicals under All Federal jurisdiction.

NOW, THEREFORE, in consideration of Seller agreeing to sell Research Chemicals to Customer, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees as follows:

#### **1. Research Use Only**

1.1. Customer expressly acknowledges and agrees that Products are for research use only ("RUO") and will be used solely for laboratory research purposes by qualified personnel in accordance with this Agreement and all applicable laws and regulations.

#### **1.2. Prohibited uses.**

1.2.1. Customer expressly acknowledges and agrees that Products are strictly prohibited for any human use, including but not limited to: (a) consumption, ingestion, injection, inhalation, or any other form of introduction into the human body; (b) application to human skin, eyes, or any other body part; (c) use in the diagnosis, treatment, mitigation, cure, or prevention of any disease, condition, or injury; (d) Use in the manufacture, production, or formulation of any product intended for human consumption or use; or (e) any other use that would cause Products to be intended for use or classified as a food, drug, dietary supplement, cosmetic, or medical device under applicable U.S. laws.

- 1.2.2. Customer also expressly acknowledges and agrees that Products are strictly prohibited for any veterinary use, including but not limited to: (1) administration to animals for any purpose; (b) use in the diagnosis, treatment, mitigation, cure, or prevention of any animal disease, condition, or injury; or (c) use in the manufacture, production, or formulation of any product intended for animal consumption or use.
- 1.2.3. Customer expressly acknowledges and agrees that the Research Chemicals purchased from Seller are for Customer's own laboratory research purposes only and may not be resold, redistributed, transferred, or otherwise provided to any third party, whether for consideration or without charge. Any attempt to resell or transfer the Research Chemicals shall constitute a material breach of this Agreement.
- 1.3. Compliance with laws. As a condition of purchase and use, Customer agrees to comply with all applicable federal, state, and local laws, regulations, and guidelines governing the purchase, possession, handling, storage, transportation, use, and disposal of Research Chemicals. This includes, but is not limited to, those laws governing research chemicals, controlled substances, hazardous materials, consumer protection, truth in advertising, and import/export regulations. Customer acknowledges that failure to comply with applicable federal laws and regulations may result in severe civil and criminal penalties, including but not limited to fines, imprisonment, asset forfeiture, and permanent loss of privileges to purchase or possess Research Chemicals.
2. **Labelling and Packaging.** Supplier provides the Research Chemicals in a package of ten (10) vials contained within a labeled box. The label affixed to the exterior of the box applies to and describes all vials contained therein. Buyer acknowledges and agrees that the individual vials within the box are not separately labeled and expressly assumes all risks associated with the handling, storage, and use of unlabeled vials once the box is opened. Buyer shall maintain appropriate laboratory protocols to ensure proper identification and handling of the unlabeled vials and shall comply with all applicable laws regarding the handling, storage, use, and disposal of the Research Chemicals, regardless of the labeling method employed by Supplier.
3. **Express Assumption of Risk.**
- 3.1. Customer expressly and voluntarily assumes, to the fullest extent permissible by law, all risks, both known and unknown, associated with the purchase, possession, handling, storage, transportation, use, or disposal of Research Chemicals, including but not limited to: (i) all risk and liability for any loss, damage, or injury to persons or property; (ii) risks of physical injury, illness, allergic reactions, burns, respiratory problems, skin irritation, eye damage, organ damage, disfigurement, temporary or permanent disability (including paralysis), and death; (iii) risks that Research Chemicals may not yield expected or desired results, may yield inconsistent, unreliable, or non-reproducible results in a laboratory setting, and may not be suitable for Customer's specific research purposes; (iv) risks of property damage to laboratory equipment, facilities, and surrounding areas; (v) risks of civil liability or criminal prosecution under applicable federal, state, and local laws resulting from improper use, handling, storage, transportation, or disposal; and (vi) any other unforeseen or unintended consequences or harm to persons or property.
- 3.2. Customer acknowledges that use of Products is subject to applicable United States federal and state laws and regulations, and that strict compliance with such laws is a condition of purchasing and using the Products

3.3. Customer further acknowledges that this assumption of risk is a material inducement for Seller to enter into this Agreement and that Seller would not sell Research Chemicals to Customer without Customer's express assumption of these risks. By purchasing Research Chemicals, Customer represents that Customer has had the opportunity to consult with legal counsel regarding these risks and has either consulted with legal counsel or voluntarily chosen not to do so.

#### **4. Release of Liability.**

4.1. Customer hereby agrees, on behalf of Customer and Customer's heirs, executors, administrators, assigns, and personal representatives, to fully and forever discharge, release, and hold harmless Supplier and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims, demands, actions, suits, damages, liabilities, losses, judgments, costs, and expenses which Customer may have or hereinafter acquire for any injury, disability, death, property damage, economic loss, or any other damages arising from or related to Customer's purchase, possession, handling, storage, transportation, use, or disposal of Products, whether caused by the negligence of Supplier or any of the Released Parties or by any other reason. This release specifically includes, without limitation, all claims arising from any alleged defect in the Products, any failure to warn of hazards, any breach of warranty, any violation of any statute or regulation, any strict liability claim, and any negligent act or omission by the Released Parties. Customer acknowledges that this Release is intended to be as broad and inclusive as permitted by law, that Customer is signing this Release freely and voluntarily, and that Customer is giving up substantial legal rights by agreeing to it.

4.2. This release specifically includes, without limitation, all claims arising from or related to: (i) any alleged defect in the Research Chemicals; (ii) any failure to warn of hazards associated with the Research Chemicals; (iii) any failure to provide adequate instructions for the safe use of the Research Chemicals; (iv) any breach of warranty, express or implied; (v) any violation of any statute, regulation, or law; (vi) any strict liability claim; and (vii) any negligent act or omission by the Released Parties.

4.3. Customer acknowledges that this Release from Liability shall be governed by and construed in accordance with the laws of the State of Oklahoma, and that all Released Parties are intended third-party beneficiaries of this Release from Liability.

#### **5. Covenant not to use.**

5.1. Customer hereby covenants and agrees, on behalf of Customer and Customer's heirs, executors, administrators, assigns, and personal representatives (collectively, "Releasor"), not to sue, initiate, prosecute, or assist in the prosecution of any claim, demand, action, or lawsuit against Supplier and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Protected Parties") for any injury, disability, death, property damage, economic loss, or any other damages arising from or related to Customer's purchase, possession, handling, storage, transportation, use, or disposal of Research Chemicals.

5.2. This covenant applies to all claims arising from any alleged defect in the Research Chemicals, any failure to warn of hazards, any breach of warranty, any violation of any

statute or regulation, any strict liability claim, and any negligent act or omission by the Protected Parties. Customer acknowledges that by entering into this covenant, Customer is KNOWINGLY AND VOLUNTARILY relinquishing substantial legal rights, and intends to give a complete and unconditional covenant not to sue to the greatest extent allowed by law. This covenant not to sue shall be governed by, and enforced in accordance with, the internal laws of the State of Oklahoma, including its statutes of limitations, and all applicable federal laws and regulations, regardless of state or local laws that may conflict. Customer expressly acknowledges that this covenant is not an admission of liability or fault by the Protected Parties, who deny and continue to deny any wrongdoing or liability.

## **6. Indemnification.**

- 6.1. Customer hereby agrees to defend, indemnify, and hold harmless Supplier and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (collectively, "Protected Parties") from and against any third-party claims, losses, damages, actions, suits, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees), and costs of any kind arising out of or related to: (a) Customer's purchase, possession, handling, storage, transportation, use, or disposal of Research Chemicals; (b) Customer's breach of any representation or obligation under this Agreement; (c) any misuse of the Research Chemicals or use contrary to their intended research purposes; or (d) any violation of applicable federal laws or regulations.
- 6.2. This indemnification applies to all claims arising from any alleged defect in the Research Chemicals, any failure to warn of hazards, any breach of warranty, any violation of any statute or regulation, any strict liability claim, and any negligent act or omission. Customer acknowledges that this indemnification is intended to be as broad and inclusive as permitted by federal law. This indemnification obligation shall survive the expiration or termination of this Agreement. This indemnification is not an admission of liability or fault by the Protected Parties, who deny and continue to deny any wrongdoing or liability.

## **7. No Warranties**

- 7.1. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS ARE PROVIDED "AS IS." SUPPLIER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR RESULTS. NO ORAL OR WRITTEN STATEMENT, SAMPLE, SPECIFICATION, OR ADVICE BY SUPPLIER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR EXPAND THE SCOPE OF THIS AGREEMENT. PRODUCTS ARE RESEARCH CHEMICALS FOR LABORATORY USE ONLY AND ARE NOT FOR HUMAN OR VETERINARY USE. SUPPLIER MAKES NO REPRESENTATION, WARRANTIES, OR GUARANTEES REGARDING THE SUCCESS, EFFICACY, RELIABILITY, REPRODUCIBILITY, OR USEFULNESS OF ANY RESEARCH CONDUCTED USING THE PRODUCTS. TO BE CLEAR: ALL RESEARCH OUTCOMES, EXPERIMENTAL RESULTS, AND DATA DERIVED FROM THE USE OF THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS WILL PRODUCE ANY SPECIFIED, DESIRED, OR COMMERCIALY VIABLE RESEARCH OUTCOMES.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ALL EVENTS, SUPPLIER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCTS, ANY ORDER, OR THIS AGREEMENT—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE—SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CLIENT TO SUPPLIER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM (AND, IF A CLAIM RELATES TO MULTIPLE PRODUCTS, THE TOTAL PURCHASE PRICE PAID FOR SUCH PRODUCTS). MULTIPLE CLAIMS SHALL NOT EXPAND THIS CAP.

7.3. The obligations set forth in this Section shall survive the expiration or termination of this Agreement.

8. **Governing Law.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Oklahoma, including its statutes of limitations.

## 9. **Dispute Resolution**

9.1. **Governing Law.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Oklahoma, including its statutes of limitations.

9.2. **Mediation.** Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be submitted to mediation with and under the rules of Ealy Settlement Mediation – Oklahoma County Program (<https://adrs.oscn.net/programs/oklahoma-county-program/>). The mediation shall take place in Oklahoma City, Oklahoma, and shall be conducted in the English language.

9.3. **Arbitration.** If the dispute cannot be resolved through mediation within sixty (60) days after the appointment of the mediator, the dispute shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) (<https://www.adr.org/>) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator, shall take place in Oklahoma City, Oklahoma, and shall be conducted in the English language. The arbitrator shall have the authority to grant any remedy or relief that would be available in court, including injunctive relief. The award of the arbitrator shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

- 9.4. **Attorneys' Fees.** In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.
10. **No Assignment.** Client may not assign or otherwise transfer this Agreement without the prior written consent of the other Supplier.
11. **Non-Disparagement.** Each Party agrees that during and after the Term of this Agreement, such Party shall not make, publish, or communicate to any person or entity or in any public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning the other Party or its businesses, affiliates, officers, directors, employees, or agents, and acknowledges that a breach of this provision would cause irreparable harm for which monetary damages would be inadequate; accordingly, in the event of a breach or threatened breach, the non-breaching Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in Oklahoma, in addition to any other remedies available at law or equity, without the necessity of posting a bond, and the breaching Party shall be responsible for reasonable attorneys' fees and costs incurred by the non-breaching Party in enforcing this provision.
12. **Entire Agreement.** This Agreement is the entire agreement of the Parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
- 12.1. **No Extraneous Evidence.** The parties agree that this Agreement is intended to be a complete and exclusive statement of the terms of their agreement. No extrinsic evidence whatsoever, whether oral or written, may be introduced in any judicial proceeding, arbitration, or any other legal proceeding involving this Agreement to explain, supplement, contradict, or clarify its terms, the intentions of the parties, or the circumstances under which the Agreement was made or executed.
- 12.2. **Parol Evidence Exclusion.** The parties expressly intend that this Agreement shall constitute an integration of all prior and contemporaneous promises, agreements, conditions, representations, warranties, and understandings between them, and that the terms of this Agreement may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- 12.3. **Merger Clause.** The parties acknowledge that they have not relied upon any statement, promise, or representation made by the other party, or any other person on such party's behalf, that is not expressly set forth in this Agreement. This Agreement may only be amended or modified by a written instrument executed by both parties
13. **Notices.** Except as otherwise required by applicable law, all notices, demands and other communications required or permitted hereunder shall be in writing, addressed to the appropriate Party at its address as follows, or to such other address as may be designated from time to time by notice to the other Parties in the manner set forth herein. All such

communications shall be deemed effective (a) upon actual delivery if delivered by personal delivery or certified prepaid mail, (b) three (3) business days following deposit, first class postage prepaid, with the United States Mail, (c) upon transmittal of an electronic communication, or (d) on the next business day after timely and proper deposit with a nationally-recognized overnight courier marked for next business day delivery.

**If to Supplier:**                      **BULK PEPTIDE WHOLESAL, LLC**

2119 Riverwalk Dr #299  
Moore, Oklahoma 73160, USA  
Attention: Jenna Alexander  
Email: jenna@bulkpeptidesupply.com

**If to Client:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

- 14. **Headings.** Headings for convenience are included in this Agreement solely for ease of reference and shall not affect the interpretation or construction of any provision within this Agreement.
- 15. **Severability and Reformation.** If any one or more of the terms, provisions, covenants or restrictions of this Agreement shall be determined by an arbitrator or a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions shall remain in full force and effect, and the invalid, void or unenforceable provisions shall be deemed severable. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- 16. **Amendment and Modification.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.
- 17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 18. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether

occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.**

**Bulk Peptide Wholesale, LLC**

By 

**Name:** Jenna Alexander

**Title** CEO

**Business Name:** \_\_\_\_\_

**By** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title** \_\_\_\_\_