Terms of Use

Effective date: October 23, 2026

IMPORTANT NOTICE

This website and ordering platform (the "Platform") is operated by Lyolab LLC, a Michigan limited liability company ("LyoLab," "we," "us" or "our"). PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY. THEY DESCRIBE YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING OR USING THE PLATFORM, APPLYING FOR AN ACCOUNT, OR PLACING AN ORDER, YOU AND THE INSTITUTION YOU REPRESENT AGREE TO BE BOUND BY THESE TERMS, OUR TERMS AND CONDITIONS OF SALE, OUR RESEARCH USE ONLY (RUO) POLICY AND OUR PRIVACY NOTICE, EACH INCORPORATED HERE BY REFERENCE (TOGETHER, THE "AGREEMENT"). THESE TERMS INCLUDE A MANDATORY ARBITRATION CLAUSE, A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER. IF YOU DO NOT AGREE, YOU MAY NOT ACCESS OR USE THE PLATFORM.

1 Acceptance and changes

1.1 You accept these Terms by the earliest of: first accessing the Platform, submitting an account application, clicking to accept, or placing an order. Clicking "I accept," submitting an application or placing an order is your electronic signature and has the same effect as a handwritten signature.

1.2 We may change the Platform, these Terms or any policy at any time, in our sole discretion. Changes take effect when posted. Your continued use after a change is posted is your acceptance of it. Each order is governed by the versions in effect when we accept it.

2 Definitions

"Institution" means the legal entity named in an account application, together with its employees and agents who use the Platform.

"Qualified Researcher" means a scientist, laboratory professional or technician who (a) is employed by or under contract to an Institution, (b) has the education, training and experience to handle research chemicals safely in a laboratory, and (c) will personally conduct, or directly supervise, the Research Use of the products.

"Research Use" means in vitro laboratory research, pharmaceutical research and development, and analytical method development, performed by Qualified Researchers in a laboratory facility, as further described in the RUO Policy.

"Prohibited Use" means any use that is not Research Use, including every use listed in Section 4 of the RUO Policy.

> **"Products"** means all compounds, peptides, reagents, solutions and other materials offered or sold by LyoLab.

3 Eligibility; researchers only

3.1 The Platform is a business-to-business ordering system. It is available only to Institutions that LyoLab has approved in writing, acting through Qualified Researchers and authorized purchasing staff. It is not available to individuals, consumers or the general public, and no Product is offered for sale to them.

3.2 Products are sold only to researchers who will research them. Each Product must be received, used and accounted for by Qualified Researchers at the Institution's approved laboratory. Products may not be purchased on behalf of, or for delivery to, any person who will not personally conduct the research.

3.3 By using the Platform you represent that you are at least 18 years old, that you are authorized to bind the Institution, and that the Institution is not an ineligible entity, including any pharmacy, compounding pharmacy, outsourcing facility, hospital or clinic (other than its non-clinical research laboratory), medical spa, wellness, anti-aging or weight-loss business, physician practice, gym or fitness business, dietary supplement, food, beverage or cosmetic business, reseller, distributor or marketplace.

3.4 You may not use the Platform if you, the Institution or any of its owners, officers or Qualified Researchers is named on any U.S. government restricted-party list or is located in, or organized under the laws of, a country or region subject to comprehensive U.S. sanctions.

4 Accounts

4.1 Access to the catalog, pricing, certificates of analysis and ordering requires an approved account. We may approve, decline, suspend or close any account at any time, for any reason or no reason, with or without notice, and are not required to explain our decision.

4.2 You agree to provide true, accurate, current and complete information in your application and at all times after, and to update it within 10 days of any change to the Institution's ownership, Qualified Researchers, principal investigator, address or ship-to location. Providing false, misleading or incomplete information is a material breach and may be reported to the appropriate authorities.

4.3 You authorize LyoLab to verify your information by any lawful means, including contacting the Institution, checking public and government records, screening against restricted-party lists, and requesting additional documents at any time. Failure to respond to a verification request within 10 business days permits suspension.

4.4 You are responsible for keeping login credentials confidential and for all activity under your account. Credentials may not be shared with anyone outside the Institution. Notify us immediately of any unauthorized use.

5 Research use only; no medical information

5.1 All Products are sold for Research Use only, as described in the RUO Policy. They are not drugs, biologics, dietary supplements, foods, cosmetics or medical devices, and are not intended for in vivo use or for any diagnostic, therapeutic, clinical or preventive purpose.

5.2 The statements on the Platform, and the Products, have not been evaluated by the U.S. Food and Drug Administration. The Products are not intended to diagnose, treat, cure, mitigate or prevent any disease.

Lyolab LLC is a chemical supplier. It is not a compounding pharmacy or chemical compounding facility as defined under Section 503A of the Federal Food, Drug, and Cosmetic Act, and is not an outsourcing facility as defined under Section 503B of that Act.

5.3 Nothing on the Platform, and no communication from LyoLab, is medical, dosing, administration or therapeutic advice. LyoLab does not provide such information and its personnel are prohibited from doing so. Product information is limited to chemical identity, purity, storage and handling for laboratory use. Any statement to the contrary by any person is unauthorized and not binding on LyoLab.

5.4 The Institution is solely responsible for determining whether its Research Use is lawful in its jurisdiction and for obtaining every license, approval and institutional review its research requires.

6 Your representations

Each time you access the Platform or place an order, you represent and warrant, on your own behalf and the Institution's, that:

- all information you have given LyoLab is true, complete and current;
- the Institution is eligible under Section 3 and is not an ineligible entity;
- every Product ordered will be used only for Research Use by Qualified Researchers at the approved laboratory, and never for a Prohibited Use;
- no Product is being purchased for resale, transfer, distribution, or for any person who will not personally conduct the research;
- the Institution will comply with these Terms, the Terms and Conditions of Sale, the RUO Policy and all applicable laws; and
- you understand that LyoLab is relying on these representations in accepting and filling the order, and that a false representation may expose you and the Institution to civil and criminal liability.

7 Prohibited conduct

7.1 You may not, and may not permit anyone to:

- use any Product for a Prohibited Use, or resell, repackage, relabel, divide, distribute or transfer any Product without LyoLab's prior written consent;
- market, describe, review, rate or promote any Product, or LyoLab, with any health, therapeutic, wellness, performance or dosing claim, on any website, social media, forum or other channel;
- use LyoLab's name, logo, certificates of analysis or product data in any advertising, listing or promotion;
- ask LyoLab for, or seek through the Platform, dosing, administration or human or veterinary use information;
- copy, reproduce, distribute, sell, modify, license or commercially exploit the Platform or any part of it except as these Terms expressly allow;
- reverse engineer, decompile or create derivative works of the Platform, or access its source code;
- use any robot, spider, scraper or other automated or manual process to access, copy or monitor the Platform, or to collect pricing, product or user data;
- attempt to gain unauthorized access to any account, system or network, or probe, scan or test the Platform's security;

- interfere with the Platform or place an unreasonable load on its infrastructure;
- impersonate any person, misstate your affiliation, or disguise the origin of any communication;
- disclose catalog pricing or account-only content to anyone outside the Institution; or
- use the Platform in any unlawful manner or in a way that could damage or disparage LyoLab.

7.2 Any breach of Section 6 or 7.1 is a material breach and grounds for immediate termination without notice.

8 License

Subject to your continued compliance with the Agreement, LyoLab grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Platform solely to evaluate and purchase Products for the Institution's Research Use. The license ends automatically on any breach.

9 Orders, pricing and products

9.1 All orders are governed by the Terms and Conditions of Sale. If these Terms conflict with the Terms and Conditions of Sale regarding an order, the Terms and Conditions of Sale control.

9.2 Products are sold with a minimum order quantity of 100 units per item, in increments of 10 units, at the tiered prices shown in your account when the order is placed.

9.3 We may modify, discontinue or limit any Product, price, tier, quantity or feature at any time without notice, and may refuse, limit or cancel any order, including after confirmation and payment, for any reason, including suspected Prohibited Use, unusual order patterns, inaccurate account information or pricing errors. Our sole obligation on cancellation is to refund amounts paid for undelivered Products.

9.4 Products ship only to the verified laboratory address on the account. Lot-specific certificates of analysis describe the tested sample as of the test date. We do not warrant that other Platform content is error-free, complete or current.

10 Payment authorization and disputes

10.1 By completing a purchase, you certify that the payment method belongs to, and is held in the name of, the Institution, that you are authorized to use it, and that all billing information is accurate. Payments from personal accounts or third parties are not accepted.

10.2 Charges matching an order placed under your account are valid and authorized. If paying by ACH or wire, you authorize the transfer of funds for the order amount.

10.3 Before initiating any chargeback, payment reversal or stop-payment, you agree to contact LyoLab in writing and give us 30 days to investigate and resolve the issue. An unfounded chargeback or reversal is a breach of these Terms, and the Institution will reimburse LyoLab's costs of recovery, including fees and attorneys' fees.

11 Compliance, export and records

11.1 You will comply with all applicable federal, state, local and foreign laws, including the Federal Food, Drug, and Cosmetic Act, U.S. export control laws and the regulations of the Office of Foreign Assets Control. You will not export, re-export or transfer any Product except as those laws allow and with LyoLab's prior written consent.

11.2 The Institution will keep records of receipt, use, inventory and disposal of each Product lot for at least three (3) years, and will provide them, and reasonably cooperate with any inquiry, on LyoLab's request.

11.3 You consent to LyoLab reporting suspected Prohibited Use, diversion, false information or other unlawful activity to the FDA, law enforcement or other authorities, and to sharing account and order information with them.

12 Information you submit; privacy

12.1 Information and documents you submit must be truthful, lawful and non-infringing. You consent to their use to review and verify eligibility and as described in Section 11.3.

12.2 Feedback or suggestions about the Platform may be used by LyoLab without restriction or compensation.

12.3 Our collection and use of information is described in our Privacy Notice, which is part of the Agreement.

13 Electronic communications; third parties

13.1 You consent to receive transactional and account communications electronically, including by email, and agree they satisfy any requirement that they be in writing. We do not send marketing text messages.

13.2 The Platform may link to or rely on third parties, such as testing laboratories, payment processors and carriers. We do not control and are not responsible for them, and your use of them is at your own risk and subject to their terms.

14 Intellectual property

The Platform and all its content, including text, graphics, logos, product data, certificate of analysis formats, software and code, are owned by LyoLab or its licensors and protected by copyright, trademark and other laws. No ownership or license transfers to you except the limited license in Section 8. All rights not expressly granted are reserved. Copyright complaints may be sent under 17 U.S.C. § 512(c)(2) to our designated agent at the address in Section 23, with the information that statute requires.

15 Disclaimer of warranties

YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, LYOLAB AND ITS MEMBERS, MANAGERS, AFFILIATES, EMPLOYEES, AGENTS AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE OR FREE OF HARMFUL CODE. LYOLAB MAKES NO WARRANTY THAT ANY PRODUCT IS SUITABLE FOR ANY PARTICULAR RESEARCH OR WILL PRODUCE ANY RESULT. THE ONLY PRODUCT WARRANTY IS THE LIMITED WARRANTY IN THE TERMS AND CONDITIONS OF SALE, AND IT IS VOID FOR ANY PRODUCT PUT TO A PROHIBITED USE. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, CREATES ANY OTHER WARRANTY.

16 Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW: (A) LYOLAB WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST DATA, LOST RESEARCH, COST OF SUBSTITUTE GOODS OR LOST OPPORTUNITY, EVEN IF ADVISED OF THEIR POSSIBILITY; (B) LYOLAB'S TOTAL LIABILITY FOR ALL CLAIMS WILL NOT EXCEED THE AMOUNT THE INSTITUTION PAID LYOLAB FOR THE PRODUCT GIVING RISE TO THE CLAIM IN THE 12 MONTHS BEFORE THE CLAIM AROSE; AND (C) LYOLAB HAS NO LIABILITY OF ANY KIND, TO YOU OR ANY THIRD PARTY, FOR ANY INJURY, ILLNESS, DEATH, LOSS OR DAMAGE ARISING FROM A PROHIBITED USE. THESE LIMITS ARE AN ESSENTIAL BASIS OF THE BARGAIN AND APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17 Assumption of risk and indemnification

17.1 The Institution assumes all risk arising from the receipt, handling, storage, use and disposal of Products after delivery.

17.2 You and the Institution, jointly and severally, will defend, indemnify and hold harmless LyoLab and its members, managers, affiliates, employees, agents, contractors and suppliers from all claims, demands, investigations, losses, damages, fines, penalties, judgments, settlements, costs and expenses, including attorneys' and expert fees, arising from or relating to: (a) your use or misuse of the Platform; (b) any Prohibited Use; (c) any resale, transfer or distribution of a Product; (d) any breach of the Agreement or any false representation; (e) any claim by a third party who obtained a Product from or through you; or (f) your violation of any law or third-party right. LyoLab may participate with counsel of its choice at your expense.

18 Remedies

18.1 You acknowledge that a Prohibited Use, resale or diversion of Products would cause LyoLab irreparable harm for which money damages are inadequate. LyoLab is entitled to injunctive relief, without posting bond, in addition to every other remedy.

18.2 On any breach, LyoLab may, without liability and in addition to all other remedies: suspend or terminate the account; cancel open orders; refuse future sales to the Institution and its affiliates and personnel; report the matter to authorities; and recover all damages, costs and reasonable attorneys' fees incurred in enforcing the Agreement.

19 Suspension and termination

We may suspend or terminate your access or account at any time, with or without notice, if we believe you have breached the Agreement or present a compliance, legal, safety or reputational risk. You may stop using the Platform at any time. Sections 2, 5, 6, 7, 10, 11 and 14 through 23 survive termination.

20 Governing law; time limit

The Agreement is governed by the laws of the State of Michigan, without regard to conflict-of-law rules. Any claim against LyoLab must be brought within one (1) year after it arises, to the extent permitted by law, or it is permanently barred. The Uniform Computer Information Transactions Act does not apply. A printed copy of these Terms is admissible in any proceeding to the same extent as other business records.

21 Arbitration; jury and class action waiver

21.1 Any dispute arising from or relating to the Platform, the Agreement or any Product that is not resolved through good-faith negotiation within 60 days after written notice will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, in Wayne County, Michigan. Judgment on the award may be entered in any court with jurisdiction. The prevailing party is entitled to its reasonable attorneys' fees and costs.

21.2 **YOU AND LYOLAB EACH WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION.** Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceeding.

21.3 Either party may seek temporary, preliminary or permanent injunctive relief in court to protect its intellectual property or to stop a Prohibited Use, resale or diversion of Products. If the arbitration agreement is found unenforceable, disputes will be brought exclusively in the state courts of Wayne County, Michigan, or the U.S. District Court for the Eastern District of Michigan, and each party consents to their jurisdiction.

22 General

Our failure to enforce any provision is not a waiver. If any provision is held invalid, it will be replaced by a valid provision closest to its intent, and the rest remain in effect. LyoLab is not liable for delay or failure caused by events beyond its reasonable control, including supply interruptions, customs holds, carrier delays and regulatory action. You may not assign the Agreement without our written consent; we may assign it, including to a successor in a merger or acquisition, and may use contractors to perform our obligations. No partnership, joint venture, agency or employment relationship is created. Headings are for convenience only. The Agreement is the entire agreement regarding the Platform and supersedes all prior communications on that subject.

23 Contact

Lyolab LLC · Attn: Legal & Compliance
[Street address], [City], Michigan [ZIP]
[legal@ email]