



TERMS AND CONDITIONS OF SALES **PAYMENTS, SHIPPING, AND REFUND POLICIES**

October 2022

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH AMERICAN BIOTECH LABS, LLC OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these “**Terms**”) apply to the purchase and sale of products through www.silverbiotics.com (the “**Site**”). These Terms are subject to change by American Biotech Labs, LLC (referred to as “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any product that is available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site (see Section).

1. **Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us at Company’s offices in American Fork, Utah, or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion. We will have no liability to you with respect to orders that we do not accept. Shipment of an order will be deemed to constitute our acceptance of the order. Acceptance of your order and the formation of the contract of sale between American Biotech Labs, LLC and you will not take place unless and until we have shipped the order. You have the option to cancel your order at any time before we have shipped your order by calling our Customer Service Department at (801) 756-1000 or abl@ablsilver.com.

2. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

3. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. You will pay all shipping and handling charges specified during the ordering process. For the 48 contiguous states: Shipments will be sent via Ground 5 day. There are no shipping charges for orders totaling \$100.00 or more. However, you must pay a \$5.95 shipping fee for orders under \$100.00 and for the cost of special shipping arrangements (such as overnight, 2nd day, 3rd day) or for any special packaging you request. You are responsible for all applicable sales taxes. All products will be suitably packed for shipment in our standard shipping cartons and delivered to you. We will try to process orders received before 2:00 PM Eastern Time from Monday through Friday on the same day. Orders received after 2:00 PM Eastern Time will be processed on the next day. Orders received on Saturday or Sunday will be processed on Monday. Shipping to Alaska or Hawaii may require additional 1-2 days. You will be charged for the total shipping cost (shipping and return) and any insurance cost if: you refuse delivery of an order or if delivery is not reasonably possible due to conditions to your shipping address.

(b) Title and risk of loss pass to you upon delivery to your shipping address. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. We will not be liable for any loss or expense (consequential, incidental, or otherwise) incurred by you if your order does not arrive by the estimated delivery date.

4. Inspection of Products. You agree to inspect all orders promptly upon receipt. Any orders that fail in a material way to meet applicable warranty must be rejected orally by calling our Customer Service Department (801) 756-1000 or by emailing our Customer Service Department abl@ablsilver.com, within 30 days of delivery of the order. Otherwise, the order will be deemed accepted by you.

5. Returns and Refunds.

(a) Except for any products designated on the Site as non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment and provided such products are returned in their original condition. In no event will we accept a return of any products that have been damaged or abused by you, your agents, or anyone at your shipping address. To return products, you must call (801) our Customer Service Department at 756-1000 or by emailing our Customer Service Department at

abl@ablsilver.com to obtain a Return Authorization Number (“RAN”) number before shipping your product. No returns of any type will be accepted without an RAN number. You will also need to provide your order number and/or provide an original receipt.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore recommend that you consider insuring your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. Please note that all returns valued at \$500 or more are subject to a 20% restocking fee.

(b) You must include the RAN number and the packing slip with the return and wrap the package securely. You must ship the returned package to the following address:

ABL Manufacturing, LLC, 1306 South 630 East, American Fork, UT 84003.

(c) Refunds will appear on your credit card in approximately 2-4 weeks after returned items are accepted or credited to your account. Your refund will be credited back to the same payment method used to make the original purchase on the Site, less the shipping charges. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE.

6. LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT THE PRODUCTS WILL MEET THE PRODUCT SPECIFICATIONS CONTAINED ON THE SITE AND ON THE PRODUCT PACKAGING AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP THROUGH THE EXPIRATION DATE STATED ON THE PRODUCT PACKAGE.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, WE DISCLAIM ANY AND ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF ANY KIND AND NATURE WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN, AND EVEN IF THIS DISCLAIMER CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG THEY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. FOR STATES THAT DO NOT ALLOW THE EXCLUSION OR TIME LIMITATION OF IMPLIED WARRANTIES, WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSES IS KNOWN, AND EVEN IF THIS DISCLAIMER CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY, THAT IS FOR THE PERIOD THROUGH THE EXPIRATION DATE STATED ON THE PRODUCT PACKAGE.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR

EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products from the Site. It does not extend to any subsequent or other owner or transferee of the product.

(b) What Does This Warranty Cover?

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products purchased from the Site.

(c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

- (i) transportation;
- (ii) product damage;
- (iii) improper storage;
- (iv) improper use;
- (v) failure to follow the product instructions;
- (vi) modifications;
- (vii) expiration;
- (viii) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by American Biotech Labs, LLC; or
- (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for the period of time before the expiration date stated on the package (“**Warranty Period**”). The Warranty Period is not extended if we repair or replace a warranted product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

(e) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) replace such products free of charge or (ii) refund the purchase price of such products. We will also pay for shipping and handling fees to return replacement product to you, if we elect to replace the defective products.

(f) How Do You Obtain Warranty Service?

To obtain warranty service, you must call (801) 756-1000 or email our Customer Service Department at abl@ablsilver.com during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number. Once all is received a review of the issue will be done and either rejected or approved for replacement and or a refund.

1. Provide order number
2. Provide the name of the product
3. Provide Lot number on the product
4. Send pictures of the product in question

5. Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(g) What can you do in case of a dispute with us?

The informal dispute resolution procedure detailed in Section 11 is available to you if you believe that we have not performed our obligations under this limited warranty or these Terms.

7. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products from the Site for your own personal or household use only, and not for resale or export. Products purchased from the Site may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, and their successor and supplemental regulations (collectively, “**Export Regulations**”).]

8. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy is posted on our Site www.silverbiotics.com and it governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

9. Force Majeure. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) [reasonable] control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities

(whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 9, the other party may thereafter terminate this Agreement upon 10 days' written notice.

10. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah.

11. Dispute Resolution and Binding Arbitration.

(a) YOU AND AMERICAN BIOTECH LABS, LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 11. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

We will be responsible for paying any individual consumer's arbitration/arbitrator fees.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR AMERICAN BIOTECH LABS, LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of American Biotech Labs, LLC.

14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

15. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by personal delivery, overnight courier or registered or certified mail to American Biotech Labs, LLC, 705 E 50 S, American Fork, UT 84003. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective two business days after they are received.

16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

17. Entire Agreement. These Terms, our Website Terms of Use, and our Privacy Policy are the entire, final, and integrated agreement between you and us on the matters contained in these Terms.