

TERMS AND CONDITIONS

Introduction & Notes on American Kratom Association GMP Qualification

Steding & Sons Mercantile LLC, manufacturer of 1836 Kratom products, is formerly known as *Quantum Botanicals, LLC /Quantum Kratom*. All references to *Steding & Sons Mercantile/1836 Kratom* also refer to *Quantum Botanicals, LLC & Quantum Kratom*.

Kratom can not be shipped or sold to the following states: Alabama, Arkansas, Indiana, Rhode Island, Vermont, Wisconsin. Kratom can also not be shipped anywhere kratom is illegal, including, but not limited to: San Diego, CA, Jerseyville, IL, Sarasota County, FL. In addition, we do not ship to the following countries: Australia, Burma, Denmark, Finland, Lithuania, Malaysia, Myramar, Poland, Romania, South Africa, Sweden, Thailand, Vietnam.

1836 Kratom is packaged in an *American Kratom Association GMP Qualified* Facility, which has been audited by an accredited 3rd party. These products are sold in beautiful retail-ready packaging. Should your store choose to open packaging before sale to the customer, the product is no longer *American Kratom Association GMP Qualified* and the rights to use the names *1836 Kratom and Steding & Sons Mercantile* are forfeited. We are not, in any way, responsible for any product which is opened before being sold to the customer. Thank you so much for your business, we are truly grateful.

Nothing on this website is intended as, and should not be interpreted as advice, medical or otherwise. Products on this page are not intended to be and should not be considered a replacement for medical treatment. If you have or may have any kind of medical condition, please consult with a licensed doctor as soon as possible. No retailer, including employees, may offer medical advice to customers.

Consumers should consult with a physician before using any products shown on this website. The FDA has not approved the statements on this website. Products shown are not intended to diagnose, treat, prevent or cure any disease. Pregnant/nursing women are advised against use. Products are not for sale to minors.

<u>The Buyer states that he or she is at least 21 years of age.</u> Any minor attempting to make a purchase will be prosecuted to the fullest extent of the law. Buyer acknowledges the chemical, physical, and toxicological properties of these products from *Steding and Sons Mercantile, LLC* are not guaranteed. Buyer acknowledges that the FDA has not approved kratom as a dietary supplement and all products sold on this website are sold with no instructions for use. Buyer agrees to *Steding & Sons Mercantile* reserved right to limit and/or deny sales of products to any individual at our discretion. Buyer will never be charged for any product that is not provided. By clicking the Terms and Agreement checkbox at time of checkout the <u>Buyer swears they are 21 years of age or older, that all personal information the Buyer gives is true and accurate pertaining to the identity and physical address of the Buyer.</u>

Intent To Use

<u>Please Note: The FDA has not approved kratom as a dietary supplement.</u> Our products are not intended to prevent, treat or cure any disease. Pregnant/nursing women are advised against use. Our products are only for sale to legal adults, 21 and over. We do not make any medical claims or offer any advice. Purchaser takes full responsibility for any use or misuse of our products. Buyer recognizes the products sold by *Steding & Sons Mercantile (1836 Kratom)* are not intended to diagnose or treat any medical condition or disease. *Steding & Sons Mercantile (1836 Kratom)* do not take any responsibility, implied or otherwise, for any use or misuse the buyer makes of the products sold on this page.

Shipping

At this time, we are unable to ship Kratom products to any place kratom is not legal, including, but not limited to:

Rhode Island • Indiana • Illinois (Towns of: Alton, Jerseyville, Edwardsville) • Wisconsin •
 Vermont • Arkansas • Alabama • Washington D.C. • Sarasota County (FL) • California (County of:

San Diego) • Mississippi (Counties of: Alcorn, Calhoun, Itawamba, Lowndes, Monroe, Noxubee, Prentiss, Tippah, Tishomingo, Union) • Colorado (Towns of: Denver, Monument, Parker) • New Hampshire (Town of: Franklin)

Restrictions: You are specifically restricted from all of the following

- Using *Steding & Sons Mercantile (1836 Kratom)* website in any way that is or may be damaging
- Using our website in any way that impacts user access to this Website
- Using <u>www.1836kratom.com</u> (or websites that point to them) contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person, or business entity
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to
- Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to www.1836kratom.com
- Using <u>www.1836kratom.com</u> to engage in any advertising or marketing.
 Using the copyrighted content created at
- Using the copyrighted content created at <u>www.1836kratom.com</u> on any other website without prior approval from our webmaster. If you would like to publish certain content on your website, please contact us and we will gladly work with you: <u>info@1836kratom.com</u>
- Certain areas of this Website are restricted from being accessed by you and *Steding & Sons Mercantile (1836 Kratom)* may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

No warranties

This Website is provided "as is," and Crystal River Marketing LLC (dba Crystal River Herbs) and Steding & Sons Mercantile/1836 Kratom express no representations or warranties, of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of Liability

In no event shall *Steding & Sons Mercantile (1836 Kratom)*, nor any of its officers, directors and employees, be held liable for anything arising out of, or in any way connected with your use of this Website whether such liability is under contract. *Steding & Sons Mercantile (1836 Kratom)*, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website or products purchased from www.1836kratom.com (or any web addresses which point to the aforementioned websites, including but not limited to: www.stedingandsons.com, www.quantumkratom.net,, www.crystalriverherbs.com and www.quantumteacompany.com). *Steding & Sons Mercantile (1836 Kratom)* is in no way responsible or liable for customers ignoring Terms and Conditions or falsely agreeing to the Terms and Conditions in order to proceed with payment and shipping of their products to any address.

Indemnification

You hereby indemnify to the fullest extent Steding & Sons Mercantile (1836 Kratom) from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

Sever-ability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Variation of Terms

Steding & Sons Mercantile (1836 Kratom) is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

Assignment

Steding & Sons Mercantile (1836 Kratom) is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between Steding & Sons Mercantile (1836 Kratom) and you in relation to your use of this Website, and supersede all prior agreements and understandings.

Governing Law and Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Texas and you submit to the non-exclusive jurisdiction of the state and federal courts located in these places for resolution of any disputes.

Thank You