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Terms and Conditions of Use

Last Updated: October 19, 2023

The KARL STORZ Customer Portal ("Website") is being provided by KARL STORZ Endoscopy-America, Inc. ("KSEA", "Company," "we," or "us") to its customers ("Customer" or "you") for features such as the ability to check the status of your order, review your contract price for the purchase of product, request to send in product to be evaluated for potential repair, check KSEA inventory levels of certain product, and order new product.

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These terms and conditions of use ("Terms and Conditions") are entered into by and between you and KSEA. These Terms and Conditions, together with the Privacy Policy, govern your access to and usage of this Website, including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user. By using this Website, you agree to be bound and abide by these terms. If you do not agree to these terms, please do not use the Website.

CHANGES TO THE TERMS AND CONDITIONS

KSEA may revise and update these Terms and Conditions from time to time in its sole discretion, indicating the applicable effective date ("Last Updated"). All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

KSEA reserves the right to modify or discontinue any part of the Website for any reason at any time whatsoever. Your continued use of the Website following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

ACCESSING YOUR ACCOUNT

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. KSEA will not be liable for any loss or damage arising from your failure to safeguard your account. KSEA reserves the right to refuse service, terminate accounts, terminate your rights to use the Website, remove or edit content, or cancel orders in its sole discretion, at any time for any reason. You may delete your user information and user profile at any time for any reason.

PRODUCT DESCRIPTIONS AND PRICING

The Website may make available certain information pertaining to Customer and/or KSEA products, such as listings, product descriptions, order status and history, pricing and images of products. KSEA attempts to be as accurate as possible. However, KSEA does not warrant that product descriptions, pricing, or other content of any Services are accurate, complete, reliable, current, or error-free. Such information and the availability of any products and its pricing are subject to change at any time without notice.

KSEA cannot confirm the price of an item until you order. If the correct price of an item sold by KSEA is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

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This section shall survive for a period of three (3) years following the termination of the Terms and Conditions.

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INDEMNIFICATION

You agree to defend (at KSEA's option), indemnify, and hold KSEA harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Website or any breach by you of these Terms and Conditions. KSEA reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with KSEA if and as requested by KSEA in the defense and settlement of such matter.

WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.

ENTIRE AGREEMENT

These Terms and Conditions constitute the complete and exclusive understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to such subject matter.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of the state of California. The parties hereby consent to the exclusive jurisdiction of the courts of Los Angeles County, California, for any action arising out of or relating to these Terms and Conditions and agree that any action arising out of or relating to these Terms and Conditions shall be maintained in the same jurisdiction.

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Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Website, please send an email to customersupport@karlstorz.com or call (800) 421-0837. You may also contact us by writing to KARL STORZ Endoscopy-America, Inc., ATTN: Customer Support, 2151 E. Grand Avenue, El Segundo, California 90245. California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.