

WELCOME TO MASTEL PRECISION SURGICAL INSTRUMENTS, INC.

These terms of service outline the rules and regulations for the use of the Mastel Precision Surgical Instruments, Inc. website (mastel.com)

Mastel Precision Surgical Instruments, Inc., a South Dakota corporation (referred to herein as "Mastel") is located at: 2843 Samco Rd #A Rapid City, SD 57702, United States of America

By accessing this website we assume you accept these terms of service in full. Do not continue to use Mastel's website if you do not accept all of the terms of service stated on this page.

The following terminology applies to these Terms of Service, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms of service. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to the prevailing law of the United States of America. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

PRIVACY

Personal Identification data is limited and subject to Mastel's [Privacy Policy](#).

LICENSE

Unless otherwise stated, Mastel and/or it's licensors own the intellectual property rights for all material on Mastel's website. All intellectual property rights are reserved. You may view and/or print pages from mastel.com/ for your own personal use, subject to any restrictions set out herein.

You must not:

1. Republish material from mastel.com/
2. Sell, rent or sub-license material from mastel.com/
3. Reproduce, duplicate or copy material from mastel.com/
4. Redistribute content from Mastel (unless content is specifically made for redistribution).

SITE ACCESS

We may discontinue all or part of this Site at any time. We may block, limit or terminate your access to this Site for any reason, including if: (a) you violate these Terms of Service; (b) you violate any applicable law or regulation relating to your use of this Site; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; (d) you breach any other agreement with us.

ABILITY TO USE THIS SITE

This site does not collect any private data, per Mastel's Privacy Policy, nor does this site commit to transactions with users under the age of 18 years old. Mastel services and sells diamond scalpels and other ophthalmic instruments and supplies. Mastel and other Mastel protected entities will not be held responsible for users under the age of 18 years of age and how they access and use this site.

PRODUCT DISPLAY/COLORS

The Site attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that any and all images on the Site will be identical to the actual product, as the display depends, in part, upon the monitor you are using.

PRODUCT PRICING, AVAILABILITY AND ACCURACY

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Mastel reserves the right to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card or other payment mechanism charged. Your order is deemed an "offer" which is then "accepted" by Mastel upon fulfillment.

PRODUCT WARRANTIES

Product warranties are limited and defined in Mastel's [Product Warranty & Returns](#) policy.

HYPERLINKING TO OUR CONTENT

1. The following organizations may link to our website without prior written approval:
 1. Government agencies;
 2. Search engines;
 3. News organizations;
 4. Online directory distributors when they list us in their directory may link to our website in the same manner as they hyperlink to the websites of other listed businesses;
 5. System-wide accredited businesses; and
 6. Medical organizations and schools.

Notwithstanding subparagraph 5. hereinabove, any system-wide accredited business classified as a soliciting non-profit organization, charity shopping mall, or charity fundraising group is not authorized to hyperlink to our website.

2. The above-referenced organizations may link to our home page, to publications or to other website information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's website.
3. We may consider and approve, at our sole discretion, other link requests from the following types of organizations:
 1. commonly-known consumer and/or business information sources, e.g., Chambers of Commerce, American Automobile Association, AARP and Consumers Union;
 2. dot.com community sites;
 3. associations or other groups representing charities, including charity giving sites,
 4. online directory distributors;
 5. internet portals; or
 6. accounting, law and consulting firms whose primary clients are businesses.

We will approve link requests from the above-referenced organizations on a case-by-case basis if (a) we determine that the link would not reflect unfavorably on us or our accredited businesses (a link request from any trade association or other organization representing inherently suspect types of business, such as work-at-home opportunities, will not be authorized); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of visibility; and (d) where the link is found to be in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

The organizations referred to in paragraph 3 that have been individually reviewed and approved for a link by Mastel may also link to our home page, to publications, or to other website information, so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 3 above and are interested in linking to our website, you must notify us by use of our [Contact Page](#). Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our website as follows:

1. By use of our corporate name; or
2. By use of the uniform resource locator (Web address) being linked to; or
3. By use of any other description of our website or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Mastel Precision Surgical Instruments logo or other artwork will be allowed for linking absent a trademark licensing agreement with Mastel.

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our website.

CONTENT LIABILITY

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website, and to hold us harmless, inclusive of any attorney's fees and costs we incur in our defense of such claims. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

RESERVATION OF RIGHTS

We reserve the right at any time and, in our sole discretion, to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon such request. We also reserve the right to amend these terms of service and its linking policy at any time. By continuing to link to our website, you agree to be bound to and abide by these linking terms of service.

REMOVAL OF LINKS FROM OUR WEBSITE

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

DISCLAIMER CLAUSE

To the maximum extent permitted by applicable law, and except as specifically set forth or referenced in these Terms of Service, Mastel makes no representations, warranties, or conditions, express or implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship or use of reasonable care and skill, safety, legal compliance, or fitness for a particular purpose. Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

COPYRIGHT, TRADEMARKS, AND PATENTS

The entire content of Mastel.com, including but not limited to text, graphics or code, is copyrighted as a collective work under the United States and other copyright laws, and is the property of Mastel Precision Surgical Instruments, Inc., and is protected by copyright and other intellectual property or property rights. The collective work includes works that are licensed to Mastel Precision Surgical Instruments, Inc.. All Rights Reserved. We strive for 100% accuracy when creating webpages and post's, but we cannot guarantee information displayed on Mastel.com to be 100% accurate.

Mastel holds patents for products Mastel Precision Surgical Instruments created by Mastel and is protected by the Patent Act (35 U.S. Code).

GOVERNING STATE LAW

These Terms of Service are governed by the laws of the State of South Dakota, U.S.A. The Site is controlled and operated from the United States, and are not intended to subject Mastel Precision Surgical Instruments to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any geographic area or jurisdiction that we choose.

INDEMNIFICATION CLAUSE

You agree to defend, indemnify and hold Mastel Precision Surgical Instruments, its parent and affiliated entities, and all of their owners, officers, directors employees, contractors and service providers (collectively, "Protected Entities"), harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site and/or your breach of these Terms of Service, including but not limited to User Content.