1. **Validity of Terms and Conditions**

   - The firm scan GmbH in 1200 Vienna, Brigataigasse 22-24 (following "S::CAN"), renders its sales and delivery terms and conditions (following "AGB"). They are valid for all future services as long as no modifications have been agreed to. Contrary or differing terms and conditions will not become part of the contract, even without specific contradiction of S::CAN, even in the case of a service/delivery. Deviations from these terms and conditions and their applicability must be made in writing for every individual transaction. 
   - The text of these terms and conditions applies to every legal transaction with S::CAN. With the first order the client acknowledges the exclusive validity of our terms and conditions, even when the text of his own terms and conditions are to the contrary, unless a diverging contract basis has been agreed to and confirmed in writing.

2. **Conclusion of Contract**

   - Offers made by S::CAN are not binding until a written order has been received. Information from S::CAN in price lists and catalogues which are directed to the public, are not binding offers. The client is bound by his order for two weeks. Orders must be confirmed by S::CAN in writing. After confirmation by S::CAN the contract is complete with the contents as specified in the order. Verbal collateral agreements, received information, recommendations, advice and endeavours of S::CAN cannot be confirmed in writing. A confirmation in electronic form, such as a PDF document attachment, is the same as a written confirmation. In the absence of written confirmation to the contrary, the contract has been completed when the goods have been delivered or services rendered at the customer's place of business, without objection, and invoiced accordingly.

3. **Cost calculations for repairs are not binding unless otherwise expressly agreed.**

4. **Agreement on Appointments**

   - Agreements on time-periods and appointments have to be fixed and confirmed in writing or electronic in the form of an E-mail.

5. **Exclusion of Consumer Protection Laws**

   - All agreements, subsequent modifications, supplements, collateral agreements of S::CAN are based on these terms and conditions, even when the text of his own terms and conditions are to the contrary, unless a diverging contract basis has been agreed to and confirmed in writing.

   - If single points of these terms and conditions become ineffective, the remaining terms and the contracts based on these terms and conditions remain effective. The ineffective term is to be replaced by an effective one by mutual agreement or with the client's consent, or the client's terms and conditions, even when the text of his own terms and conditions are to the contrary, unless a diverging contract basis has been agreed to and confirmed in writing.

   - Austrian law is applicable. The applicability of UN purchasing rights is excluded. The contract termination is German. For all disputes arising from the contract court responsible for the head office of the firm has the exclusive jurisdiction in regard to the subject matter.