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Section A): General

Article 1: Definitions

In these general terms and conditions, the following terms, as well as any conjugations thereof, shall have the following meanings:

Customer

The natural person or legal entity that has entered into an Agreement with BauWatch and/or has requested an offer from BauWatch or has received an offer from BauWatch, respectively.

Alarm Follow-up Service

If the BauWatch's ARC (Alarm Receiving Centre) receives notification that an alarm signal has been received from the Customer's alarm system, BauWatch will, when instructed by the Customer, arrange for an on-site surveyor to investigate the cause of the alarm.

Data Protection Law

The General Data Protection Regulation (EU) 2016/679 (GDPR) and the Irish Data Protection Acts 1988 to 2018 (DPA).

BauWatch

BauWatch Ireland Limited registered in the Companies Registration Office with the Company Number of 745204, and a registered address at 6th Floor, 2 Grand Canal Square, Dublin 2, Dublin, D02 A342.

Special Personal Data

As defined in Article 9 of the GDPR and Section 69 of the DPA.

Services

All work performed or caused to be performed by BauWatch under the Agreement for the benefit of the Customer including Control Room Service and Alarm Follow-Up Service.

Rental

The provision by BauWatch to the Customer for use or deployment of Product(s) for the benefit of the Customer, for which the Customer owes a (periodic) fee.

Control Room Service

The taking of action by the BauWatch ARC (Alarm Receiving Centre) in response to a detection report from the Customer's alarm system (owned by Customer or rented from BauWatch) from which the BauWatch ARC has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) agency specified by the Customer, all as further specified in the Agreement.

Agreement

The agreement(s) concluded between BauWatch and the Customer regarding the delivery of Products and/or Services by BauWatch.

Personal Data

As defined in Article 4 of the GDPR and Section 69 of the DPA.

Party (Parties)

Customer and BauWatch each separately a Party and together Parties.

Product

All items used, provided, sold or rented by BauWatch under the Agreement, including hardware and materials such as camera masts.

TOMs

The technical and organizational measures referred to in Article 32 of the GDPR and Section 78 of the DPA.

Processing

The processing of Personal Data as defined in Article 4 of the GDPR and Section 69 of the DPA.

Conditions

The present general terms and conditions of BauWatch.

Business Day

means a day (excluding Saturdays and Sundays) on which banks are open for normal business in Dublin, Ireland.

Article 2: Applicability

1. These Conditions apply to all requests for information, requests for offers and offers made by BauWatch and acceptances thereof, as well as to all Agreements concluded with BauWatch.
 2. Should the Customer refer to other general terms and conditions in his order or other correspondence in connection with the Agreement, the applicability thereof is expressly rejected even if those have been accepted in the context of a previous legal relationship. Any stipulation to the contrary in such other general terms and conditions does not detract from the foregoing.
 3. When Customer once contracted with the application of the Conditions Customer agrees to the applicability of the Conditions to all Agreements between the Customer and BauWatch and to the exclusion of any other general terms and conditions (whether or not declared applicable).
 4. In the event of any conflict between the Agreement and the Conditions, the provisions of the Agreement shall take precedence over the provisions included in the Conditions.
4. BauWatch is entitled to supply Products and/or Services deviating from the description provided that such deviations do not detract from reasonable requirements of usability, capacity and/or quality. Only if the Customer proves that the Products and/or Services deviate from the Agreement and/or the descriptions, designs, drawings or examples provided by BauWatch to such an extent that the Customer can no longer reasonably be required to perform, the Customer has the right to dissolve the Agreement after sending a notice of default and the expiry of the period set out herein. Under no circumstances shall BauWatch be liable for any damages.

Article 3: Offers and the formation of agreements

1. Offers issued by BauWatch are entirely without obligation and do not bind BauWatch in any way, unless the offer itself expressly and unambiguously states otherwise. Any offer made by BauWatch is valid for 30 calendar days from the date of its issue.
2. Customer's acceptance of an offer is deemed irrevocable.
3. At BauWatch's option, an Agreement is concluded either as soon as the Customer has accepted BauWatch's offer or as soon as BauWatch has confirmed the Customer's proposal to enter into an Agreement in writing. By entering into an Agreement, the Customer acknowledges having read, understood and accepted the Conditions.
4. BauWatch is not bound by any deviations included in the Customer's acceptance of BauWatch's offer, except insofar as BauWatch has notified the Customer in writing to agree to these reservations or deviations from the offer.
5. BauWatch has the right to refuse a request and/or proposal from the Customer without giving reasons.

Article 4: Modifications and deviations

1. Changes or additions to the Agreement to be concluded or concluded and deviations from (parts of) the Conditions shall only be binding insofar as they have been expressly agreed between the Parties in writing.
2. The contents of the Agreement and the scope of obligations are determined solely by the Agreement and what is provided in the Conditions. Any additional agreements, undertakings or communications made or given by BauWatch employees, or on behalf of BauWatch by other persons acting as representatives, bind BauWatch only if such agreements, undertakings or communications are confirmed in writing by its directors authorized to represent BauWatch, or persons authorized by them in writing for this purpose.
3. BauWatch is entitled to perform work at its own discretion, whether or not by engaging third parties and/or renting items from third parties.

Article 5: Delivery and execution time

1. BauWatch will make every effort to meet agreed (delivery) deadlines. Deadlines specified by BauWatch are approximate and do not bind BauWatch. An agreed delivery time is not a deadline, unless the Parties have expressly agreed otherwise. BauWatch is entitled at any time to postpone a performance date for the work to be carried out by BauWatch if, in BauWatch's opinion, circumstances warrant such action.
2. In the event of untimely delivery, completion or performance or if a deadline is exceeded, the Customer must give BauWatch written notice of default and allow BauWatch a reasonable period of time to perform, which period must in any case not be less than three Business Days from the date BauWatch received the notice of default. The period shall be extended by the time during which the Customer, whether or not (culpably) himself fails to fulfil his obligations in full. Only if BauWatch still fails to deliver on time after the expiry of the reasonable period set out in the aforementioned notice of default, the Customer is entitled to dissolve the Agreement for the part not yet fulfilled. Under no circumstances will BauWatch be liable for any compensation.
3. The deadlines referred to in this article shall be extended by the period during which BauWatch is prevented from fulfilling its obligation due to force majeure.

Article 6: Prices and additional work

1. The prices stated in the offer and/or Agreement are exclusive of VAT, import and export duties as well as other taxes, duties and charges.
2. Prices are based on the type and scope of Products and/or Services to be provided as stated in the offer and/or Agreement. In case of deviations BauWatch is entitled to revise the prices.
3. If, during the term of the Agreement, cost price-increasing changes occur due to, among other things, but not limited to, changes in wages and other conditions of employment, surcharges on wages, premium increases for social laws, increases in expense allowances, increases in direct and indirect (external) costs, increases in supplier prices, BauWatch is entitled to increase the price agreed with the Customer on an interim basis. BauWatch is also entitled to index agreed prices once a year as of January 1 on the basis of the change in the monthly price index figure according to the Consumer Price Index (CPI) Total Expenditures (2015 = 100), published by the Central Statistics Office, by multiplying the price applicable up to the date of adjustment by a fractional number, the numerator

of which is the annual price index figure applicable to the most recently elapsed calendar year and the denominator of which is the annual price index figure applicable to the calendar year preceding that most recently elapsed calendar year.

4. Additional work means a performance by BauWatch that goes beyond what the Parties have agreed in the Agreement. BauWatch is entitled to charge separately for additional work carried out if BauWatch has informed the Customer in good time in advance of the resulting price increase, unless the Customer could have understood the resulting price increase itself.

Article 7: Payment

1. All payments shall be made, without discount suspension or set-off, to an account to be designated by BauWatch in its invoice.
2. Payment must be made within 30 calendar days of the invoice date. After the expiry of that period, the Customer shall be in default. In that case, the Customer shall owe interest equal to the statutory commercial interest from the due date until the date of full payment, calculated on the unpaid amount. This interest is payable immediately, without further notice of default.
3. BauWatch is entitled to require advance payment and/or security from the Customer prior to the performance of the Agreement and during the performance of the Agreement. To the extent that the Customer fails to comply, the Customer shall be in default.
4. In all cases in which BauWatch sends a notice of default to the Customer, or in the event of proceedings against the Customer to enforce compliance with the Agreement, the Customer shall be obliged to pay to BauWatch all costs incurred, both in and out of court, with a minimum of €500, excluding VAT.
5. Payments made by the Customer first serve to settle interest and costs due (including extrajudicial (collection) costs) and then the invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.

Article 8: Force Majeure

1. BauWatch is entitled to suspend fulfilment of its obligations if BauWatch is temporarily prevented from fulfilling its contractual obligations to the Customer due to force majeure.
2. For the purposes of these Conditions, force majeure means all circumstances beyond the control of BauWatch, foreseen or unforeseen, as a result of which the performance of the Agreement is prevented or seriously impeded, in whole or in part, whether temporarily or not, including but not limited to war, threat of war, civil strife, riots, acts of war, fire, water damage, unworkable weather, natural disasters, pandemics, strikes, sit-down strikes, lockouts import and export restrictions, government measures, defects or malfunctions of machinery and/or used (computer) software and/or networks and connections, whether or not as a result of hacking, power failure, transportation problems, shortages of materials and/or personnel, suppliers and/or subcontractors of BauWatch not fulfilling their obligations or not fulfilling them on time, loss, theft or loss of materials and/or data.

3. If the suspension due to a force majeure situation has lasted more than 2 months, each Party has the right to rescind the Agreement, in whole or in part, by written notice to the other Party.
4. BauWatch shall not be liable to pay any compensation to the Customer if BauWatch has not been unable to fulfil its obligations properly or in a timely manner due to force majeure, and/or if the Agreement is dissolved.

Article 9: Suspension or dissolution of the Agreement

1. BauWatch is entitled to suspend performance of the Agreement and/or rescind the Agreement without prior notice of default if:
 - i) Customer fails to perform one or more obligations under the Agreement; or
 - ii) The Customer is declared bankrupt, files for or applies for bankruptcy, applies for (provisional) suspension of payments, invokes the application of the Personal Insolvency Act 2012, or loses the power of disposition of its assets or parts thereof by attachment, receivership or otherwise; or
 - iii) BauWatch becomes aware of circumstances that give good reason to fear that the Customer will not fulfill his obligations.
2. To the extent that one of the situations described in paragraph 1 occurs, all BauWatch's claims against the Customer are immediately due and payable in full, and the Customer is obliged to immediately return BauWatch's property. The Customer irrevocably authorizes BauWatch, now for then, to enter any place over which the Customer has power in order to take possession of its Products. If the Products are held by a third party, the Customer hereby irrevocably authorizes that third party to deliver the Products to BauWatch.
3. BauWatch may at any time, subject to a notice period of 30 calendar days, terminate the Agreement without giving any reason and without incurring any compensation obligation for BauWatch.

Article 10: Complaints and expiry periods

1. The Customer must report visible defects or detected shortcomings to BauWatch in writing within seven calendar days of delivery.
2. Non-visible defects and/or damages must be reported in writing to BauWatch by the Customer within seven calendar days of discovery, or at least within seven calendar days after he should have discovered the defects.
3. Complaints about invoices must be reported to BauWatch in writing within fourteen calendar days of the invoice date.
4. Failure to meet one or more of the deadlines referred to in the preceding paragraphs will result in the forfeiture of all rights and powers of the Buyer regarding any defects or complaints.
5. To the extent permitted by law, and without prejudice to the provisions of this article 10, the Customer is obliged to enforce claims against BauWatch in court within one year from the date of the aforementioned notification, failing which all of his rights and claims in this regard will lapse upon expiry of the aforementioned period.

Article 11: Liability

1. BauWatch strives to provide the Customer with the best possible service. Should something nevertheless happen that results in damage to the Customer, BauWatch's liability, regardless of the underlying basis, such as but not limited to breach of contract, tort, performance (recovery), or indemnification, is limited to the amount paid out by BauWatch's insurer. In the unlikely event of no payment, the aforementioned liability of BauWatch is limited to EUR 10,000 per event and a maximum of EUR 25,000 per year.
2. In addition, BauWatch is not liable for damages other than direct damages. Direct damage is understood to mean exclusively (i) the reasonable costs that the Customer would have to incur to make what BauWatch has performed (still) comply with the Agreement; (ii) the reasonable costs incurred to determine the cause and extent of the damage referred to under (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to under (i) insofar as these costs have actually resulted in prevention or limitation thereof. Direct damage explicitly does not include (non-exhaustively): lost profits, losses suffered and business interruption.
3. The aforementioned limitations of liability are applied to the aggregate of a series of events underlying the same damaging event.
4. The aforementioned limitations of liability do not apply in case the damage is the result of intentional or deliberate recklessness on the part of BauWatch or its executive employees.
5. In no event shall BauWatch be liable for damages if the damages result from the following events:
 - Customer has itself made changes to or performed work on the Product or Service provided by BauWatch; or
 - Customer has not, or not fully and/or properly, followed the advice and/or instructions given by BauWatch and/or the third parties engaged by BauWatch; or
 - Customer provided incorrect and/or incomplete information to BauWatch; or
 - inaccuracies or omissions occurred in the transmission or forwarding of data by Customer; or
 - the damage resulting from possible late availability of the Product and/or the Service.
6. The Customer fully indemnifies BauWatch and its employees against all third party claims arising from or in connection with acts or omissions of the Customer in the performance of the Agreement.
3. The Customer shall indemnify and hold BauWatch harmless from any (legal) claim by third parties against BauWatch, including persons whose Personal Data have been registered or processed, arising from the fact that the Customer has failed to comply with laws and/or regulations in connection with the Processing of Personal Data.
4. Insofar as BauWatch Processes Personal Data for the benefit of the Customer in the context of the Agreement, BauWatch qualifies as a "processor" and the Customer as a "data controller" within the meaning of the GDPR, and this Article 12.4 to 12.12 of these Conditions apply as a controller to processor agreement within the meaning of Article 28 GDPR, and Section 80 DPA respectively. The processor agreement in these paragraphs does not apply to a Processing if and insofar as the Parties have concluded a separate processor agreement with respect to that Processing.
5. BauWatch only processes Personal Data to the extent necessary for performance of the Agreement.
6. The Personal Data that BauWatch processes on behalf of the Customer are listed in Appendix 1 to the Conditions. Unless otherwise agreed in the Agreement or in a separate processing agreement, camera images are deleted by BauWatch after a maximum of 28 days. At the request of the Customer, BauWatch will provide the processed Personal Data to the Customer.
7. Customer:
 - warrants that its instructions for the Processing of Personal Data to BauWatch are in accordance with applicable law;
 - is solely responsible for complying with the obligations under applicable laws and regulations incumbent on the Customer as a data controller, such as providing information required to be provided to data subjects under Data Protection Law in the context of the Processing.
 - Customer shall indemnify and hold BauWatch harmless with respect to (i) all damages; and (ii) fines imposed on Processor by regulators in connection with any failure of Customer to comply with any of its obligations under this paragraph or under applicable law.
8. BauWatch will:
 - process the Personal Data exclusively for and under the responsibility of the Customer for the performance of its obligations under this Agreement and only in accordance with Customer's written instructions, unless BauWatch is obliged to do so under applicable law. In such case, BauWatch shall inform Customer of such obligation prior to the Processing unless not permitted under applicable law;
 - Inform Customer at the time BauWatch considers Customer's written instructions to be in violation of Data Protection Law;
 - endeavour to ensure the reliability of its personnel who have access to the Personal Data and to ensure that such personnel are either bound by confidentiality or have an appropriate legal confidentiality obligation;
 - taking into account the nature of the Processing, assist the Customer at its request to comply with its obligations under Data Protection Law (including the handling of access requests, the performance of data protection impact assessments (DPIAs) and consultations with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this regard shall be borne by the Customer.

Article 12: Data protection

1. BauWatch and Customer are obliged to comply with all applicable laws and regulations in connection with the processing of personal data under the Agreement, including, in particular, the requirements under or pursuant to Data Protection Law. The Customer shall demonstrate at BauWatch's first request that it complies with the relevant laws and regulations.
2. BauWatch's Privacy Statement applies to the Processing of Personal Data by BauWatch. This Privacy Statement is published on BauWatch's website and is also provided to Customer in writing upon request.

9. BauWatch warrants that the TOMs are suitable for the Customer's specific business and its written instructions regarding Processing.
10. BauWatch will report data breaches in respect of Personal Data to Customer without undue delay after BauWatch discovers the data breach and assist Customer to the extent reasonably necessary to handle the data breach in accordance with Data Protection Law. Unless BauWatch is required to do so under applicable law, BauWatch will not inform data subjects on its own initiative that their Personal Data is (potentially) affected by the data breach or make a notification to the supervisory authority.
11. The Customer grants BauWatch permission to engage sub-processors for the Processing. At the time that BauWatch decides to engage a new sub-processor, BauWatch shall inform the Customer in a timely manner in advance. In that case, the Customer has the right to object to the engagement of the new sub-processor. If BauWatch nevertheless decides to have the new sub-processor Process Personal Data, the Customer has the right to terminate the Agreement upon payment of the agreed termination fee and upon 30 calendar days' notice, but only for those Products or Services that cannot be provided without the new sub-processor. The sub-processors engaged by BauWatch are listed in Appendix 2.
12. BauWatch does not process Personal Data outside the European Economic Area ("EEA") or and does not transfer it to an international organization, unless
 - a. with the prior written consent of Customer and in accordance with Customer's written instructions and conditions regarding the safeguards required under Data Protection Law for the relevant Processing outside the EEA; or
 - b. if applicable law so requires.
13. BauWatch shall, at Customer's reasonable request and upon reimbursement of BauWatch's reasonable costs by Customer:
 - a. Make available to Customer evidence demonstrating BauWatch's compliance with its obligations under this processor agreement; and
 - b. cooperate with and permit audits, including inspections, conducted by or on behalf of Customer, subject to reasonable notice and appropriate confidentiality agreements.
14. BauWatch shall, upon termination or expiry of the Agreement, or the conclusion of all Services that involve the processing of Personal Data, immediately cease processing Personal Data and will, at the election of the Customer, immediately delete or return Personal Data (to the Customer or to any other person as the Customer may request), unless and only to the extent that Irish or European Union law requires the retention of any Personal Data by BauWatch and then only for that limited purpose.
4. The Parties are obliged to keep confidential all information they obtain from each other in connection with the performance of the Agreement and of which they know or should reasonably know the confidential nature (such as, but expressly not limited to: offers issued by BauWatch, prices, etc.), on the understanding that violation of this provision as a result of a duty following from a statutory provision or a court ruling shall not give rise to a claim for damages or dissolution in favour of the other Party.
5. BauWatch is entitled to use the Customer's name, logo, and a general description of the products and services provided solely for its own marketing and reference purposes, including on its website, social media channels, and promotional materials. The use of full case studies, involving interviews, visuals (e.g. photos or video), or detailed storytelling will require prior authorization from the Customer.
6. The Customer is obliged to comply with BauWatch's Business Partner Code of Ethics, as published on <https://www.bauwatch.com/en-ie/compliance>, in connection with any Agreement.

Article 14: Intellectual and information property

1. The intellectual property rights to documents provided by BauWatch, such as manuals, drawings, descriptions, software and software supplied by BauWatch, remain the property of BauWatch, regardless of whether or not the Customer has been charged for them. Without BauWatch's written approval, the customer is not permitted to make these available to third parties, to reproduce them or to use them for purposes other than the execution of the Agreement. The documents must be returned to BauWatch upon first request.
2. BauWatch excludes liability regarding damages resulting from infringements of any written or unwritten intellectual property rights of third parties on the documents delivered to the Customer.

Article 15: Applicable law and competent court

1. Between the Customer and BauWatch, exclusively Irish law applies.
2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation whose exclusion is permitted.
3. All disputes between the Customer and BauWatch shall be settled by the Irish Courts without prejudice to BauWatch's authority to deviate from this rule of jurisdiction and to summon the Customer to appear before the court competent under the law and without prejudice to the right of appeal and cassation.

Article 13: Miscellaneous

1. BauWatch is entitled to transfer ownership of the (rented) Product and/or its rights and obligations under the Agreement to a third party. The Customer hereby agrees to such a transfer.
2. If several (natural or legal) persons have committed themselves as Customer, they are always jointly and severally liable to BauWatch for all obligations arising from the Agreement, each for the whole.
3. The Customer cannot invoke a right of retention against BauWatch.

Section B): Special provisions for the rental of Products

Article 16: Applicability

1. This section of the Conditions contains specific provisions regarding the rental of Products.
2. The other sections of the Conditions also apply to the rental of Products, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section of the Conditions, in which case the specific provisions as contained in this section of the Conditions take precedence.

Article 17: Duration of the Agreement

1. Unless otherwise agreed in writing, the rental Agreement is entered into for a definite time, namely for the duration stated in the Agreement, and in the absence thereof in the offer. The Parties cannot prematurely terminate an Agreement entered into for a definite period.
2. The rental period begins on the day the rented object is made available to a Customer or - if transport is provided by BauWatch - is delivered to the Customer in working order.
3. After the expiration of the fixed period, the Agreement shall continue for an indefinite period subject to termination by notice in accordance with paragraph 4 or paragraph 5.
4. Unless otherwise agreed in writing, the Customer is entitled to terminate the Agreement by e-mail to BauWatch by the end of the definite period, or in the case of an Agreement for an indefinite period by each business day, subject to five (5) Business Days' notice.
5. BauWatch is entitled to terminate the Agreement by the end of the definite term or, in the case of an Agreement for an indefinite term, by any day, subject to five (5) Business Days' notice.
6. BauWatch will promptly and in consultation with the Customer arrange for disposal of the rented Products at the end of the Agreement.

Article 18: Ownership

1. The rented Products remain the property of BauWatch at all times.
2. In the event of attachment of, or a third party exercising a lien on, all or part of, the Products, provisional suspension of payments or bankruptcy of the Customer, the Customer will immediately inform BauWatch and immediately notify BauWatch of the whereabouts of the Product in question. The Customer shall further immediately inform the attaching bailiff, the party invoking a lien, the administrator or receiver of BauWatch's (ownership) rights.

Article 19: Delivery and inspection

1. The rented Product will be delivered to the Customer at the location specified in the order confirmation. The location must be normally accessible by BauWatch's means of transport. The costs associated with the supply and removal of the rented Product shall be borne by the Customer.
2. If no one is present at the time of delivery to take delivery of the rented Product or if the location is unsuitable or impossible to reach, BauWatch is entitled not to deliver the Product, without prejudice to the right to payment of the rental price. The Customer will then also have to pay the transport costs incurred and any subsequent transport costs. If delivery does take place - and no one is present on behalf of the Customer for receipt - the quantities and the condition of the rented Product noted by the driver are binding.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to meet its obligations will, if they result in additional costs, be settled on a post-calculation basis.
4. BauWatch is entitled to deliver in parts without becoming liable for damages or the right to rescind the contract.
5. The Customer shall inspect the rented Product immediately upon delivery and record any defects in a report of delivery to be signed by or on behalf of the Parties. Unless the Parties have agreed otherwise in writing, the rented Product shall be deemed to have been delivered and accepted by the Customer in a properly maintained and functioning condition.

Article 20: Placement conditions

1. Insofar as the Parties have agreed that BauWatch will construct, assemble, commission, decommission and/or dismantle the Product, the placement conditions as set forth in this article shall apply, as well as those in the Agreement or offer. The placement conditions in the Agreement or offer take precedence over the placement conditions in this article.
2. The Customer must arrange for any necessary permits and exemptions and a correct indication to BauWatch of the location of underground cables. The Customer must also obtain a report of the location of underground cables and pipes before commencement of the work. The Customer shall indemnify BauWatch against third-party claims relating to or arising from failure to fulfill these obligations incumbent on the Customer.
3. With the exception of BauWatch's current-free Products, a 230v power connection must be available within 25 meters of the desired location of the Product.
4. Unless otherwise agreed in writing, the following is not part of BauWatch's obligations and is not included in the price:
 - a. assistance for moving materials, which cannot reasonably be handled by a human being alone, as well as the lifting equipment to be used in the process;
 - b. the supply of fuels and auxiliary materials, such as electricity, necessary for the performance of the work;

- c. work necessary to restore parts of the Products which have become soiled or damaged on the job, unless the contamination or damage was caused by BauWatch personnel.
- 5. The Customer must ensure that the provisions described in this article are made according to the requirement of the work in such a timely manner that the installation work to be performed by BauWatch is not delayed.
- 6. The Customer must provide a flat, firm, dry and paved surface with sufficient space for the placement of the Products.

Article 21: Additional provisions for the use of camera units

- 1. Camera units may not be moved without prior written approval from BauWatch.
- 2. Customer realizes that camera units must be reset by BauWatch after relocation and/or after changing the detection area.
- 3. The costs of BauWatch moving and/or resetting the detection area of camera units shall be borne by the Customer.

Article 22: Obligations of Customer

- 1. The Customer shall take care of the rented Product as a good tenant and only use the Product in accordance with its intended use in accordance with BauWatch's instructions.
- 2. The Customer undertakes to have the rented Product used only by persons who have the required expertise (for installing and using the rented Product) and to follow the instructions provided by BauWatch.
- 3. The Customer shall not independently move the rented Product and shall not use it outside the location mentioned in the order confirmation, except with BauWatch's prior written consent.
- 4. Except with BauWatch's prior written consent, the Customer is not permitted to rent out Products to third parties or otherwise put them to use.
- 5. The Customer undertakes to pay all charges, taxes and fines arising from the use of the rented Product.

Article 23: Inspection, risk, maintenance and repair

- 1. The Customer undertakes to make the rented Product available for inspection at BauWatch's first request. The Customer hereby gives BauWatch permission in advance to enter the Customer's buildings and premises for inspection or retrieval of the rented Product.
- 2. As of delivery, the risk of the Product shall be borne by the Customer. The Customer is liable for all damage, however called, and however caused to the Product, regardless of whether it is the result of fault of the Customer or third parties or force majeure. BauWatch is not liable for damage caused by wind force 8 or higher nor for damage to persons and/or objects in any form whatsoever caused by blowing over and/or breaking off (parts of) the Products.

- 3. Technical defects and malfunctions of the Product will be remedied by BauWatch within a reasonable time after notification by the Customer. The Customer is hereby obliged to have repairs carried out by BauWatch or parties designated by BauWatch, respectively.
- 4. Repairs to the Product that proved necessary as a result of improper handling or negligence on the part of the Customer, e.g. due to use contrary to any instructions for use provided, the nature of the Product and/or common sense, as well as damage, inexperienced repair or maintenance of the Product by the Customer or third parties, shall be at the Customer's expense.

Article 24: Insurance

- 1. The Customer must adequately insure the rented Product at his own expense for the benefit of BauWatch against the consequences of loss, destruction or damage on the basis of insurance terms to be approved by BauWatch.
- 2. The Customer is obliged to make the policies of this insurance and proof of premium payment available for inspection at BauWatch's first request.
- 3. To the extent necessary, the Customer hereby irrevocably authorizes BauWatch to, on behalf of BauWatch, receive and discharge all insurance payments that may be made under an insurance agreement in this regard.
- 4. In the event of imminent loss, destruction or damage to the Product, Customer shall notify BauWatch immediately.

Article 25: Third-party clause

- 1. The Customer declares that he is aware and, to the extent necessary, agrees that ownership of the rented Product may be (or become) vested in a third party or that the Product may be (or become) pledged to a third party, as security for the payment of all that such third party has or may have to claim from BauWatch.
- 2. Notwithstanding the existence of the present Agreement, the Customer shall deliver the rented Product to the third party or BauWatch upon first request, if and as soon as the third party shall demand delivery of the rented Product on the grounds of non-fulfilment of BauWatch's obligations towards the third party. As a result of such requisition, this Agreement shall be terminated by operation of law with immediate effect. Delivery as aforesaid shall take place at the offices of the third party or at a location designated by such third party.
- 3. If the situation of paragraph 2 occurs and the third party would like to continue the use of the rented Product, the Buyer shall be obliged, at the first request of the third party, to enter into a rental agreement with the third party for the remainder of the term of the present rental agreement and under identical conditions.
- 4. The third-party clause contained above in paragraphs 1 to 3 cannot be revoked either by the Customer or by BauWatch.

Article 26: Return of the rented Product

1. At the end of the rental period, the Products must be delivered to BauWatch in good condition, sorted and ready for transport. Insofar as the Products have not been made ready for transport, BauWatch may charge the Customer for costs.
2. Customer must ensure that someone is present for return of the Products. If no one is present at pickup, BauWatch may still take back the Products. If a dispute arises as to whether the rented Products were left behind by the Customer in good condition or the correct number, the Customer expressly bears the burden of proof in this regard.
3. The rented Product will be inspected at BauWatch at its return. The Customer is liable for all damage to and disappearance of the rented Products occurred during the rental period, regardless of whether the Customer is at fault. Damage will be offset against any deposit and the excess will be charged to the Customer by BauWatch.
4. If, at the end of the rental period, the Product cannot be taken back by BauWatch, the Customer will be offered the opportunity to enable BauWatch to still take back the rented Product within five (5) business days. Failing this, the Customer is obliged to reimburse BauWatch for the list purchase price of the rented Product.

Section C): Provision of Services

Article 27: Applicability

1. This section of the Conditions contains specific provisions regarding the provision of Services.
2. The other sections of the Conditions also apply to the provision of Services, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section of the Conditions, in which case the specific provisions contained in this section of the Conditions take precedence.

Article 28: Services General

1. The provision of the Services by BauWatch is an obligation of best efforts. BauWatch cannot guarantee the achievement of any particular result. BauWatch gives no guarantees, inter alia regarding the prevention of break-ins, fire, certain events and losses and/or damages at the Customer's premises.
2. The Services will be performed by BauWatch as specified in the Agreement and - to the extent applicable - the Conditions forming part thereof. BauWatch is not obliged to follow instructions from the Customer other than those contained in the Agreement.

Article 29: Control Room Service

1. The Control Room Service consists of BauWatch's control room taking action in response to a detection report from Customers, own or from the system rented by Customer from BauWatch, system from which the BauWatch control room has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) agency specified by the Customer, all this as further specified in the Agreement. The Control Room Service only has the function of signalling and does not give the Customer any guarantee of prevention of burglaries, fire, and other events.
2. Insofar as Customer rents a Product from BauWatch in combination with the Control Room Service, the Control Room Service ends as soon as the rental of the relevant Product(s) ends, unless the Parties have agreed otherwise in writing.
3. BauWatch is not obligated to handle any reports received by the control room after the Agreement has ended.
4. The quality of the camera images and/or other signals may be negatively affected by external circumstances that cannot be attributed to BauWatch. These include, inter alia, the quality of the connection between Customer's alarm system or Product and the control room where the signals are received, as well as poor atmospheric conditions and lighting at the object to be monitored. The accuracy and completeness of the observations cannot be guaranteed by BauWatch.

Article 30: Alarm Follow-up Service

1. Alarm Follow-Up consists of the fact that if the BauWatch control room receives a notification that an alarm signal has been received from the Customer's alarm system, or from an alarm system rented by the Customer from BauWatch, BauWatch will, in accordance with the Customer's instructions, have an on-site surveillant conduct an investigation into the cause of the alarm. The Customer must specify in advance in the Agreement in which cases its contact person is to be called.
2. BauWatch uses third-party operational service providers for Alarm Follow-Up Services.
3. If BauWatch observes an emergency on site, requiring direct action or consultation with a contact person of the Customer and no contact can be made with the persons registered with the control room, BauWatch will handle the emergency on behalf of the Customer to the best of its knowledge. Any costs incurred in this regard by BauWatch or third parties engaged by it will be charged by BauWatch to the Customer.
4. The invigilator's inspections or visits of the agreed upon premises may be part of a round which also includes inspections of objects of other Customers in order to keep the cost of security to a reasonable level. The invigilator may be required to urgently examine another object or provide assistance to another invigilator which may delay, interrupt or skip the inspection of the Customer's object. BauWatch shall not be liable for any damages of the Customer resulting from such prevention.
5. If the invigilator discovers an offence, he shall report it to the Customer. The Customer is authorized to report this criminal offense. BauWatch reserves the right to make its own report if failure to do so could potentially result in damage to BauWatch or if BauWatch may itself commit an offence by failing to report. A report by BauWatch is made under the responsibility of the Customer. BauWatch can never be held liable for damages incurred by third parties or the Customer as a result of the report. The Customer indemnifies BauWatch against all claims in this regard.
6. Costs incurred by the Customer independently and/or with the cooperation of third parties to further investigate or discover a (possible) offences or facts cannot be charged to BauWatch or to third parties engaged by BauWatch unless BauWatch has given its prior written consent.
7. Insofar as the Customer rents a Product(s) from BauWatch in combination with Alarm Follow-Up, Alarm Follow-Up ends as soon as the rental of the Product(s) in question ends, unless the Parties have agreed otherwise in writing.

Section D): Sale of Products

Article 31: Applicability

1. This section of the Conditions contains specific provisions regarding the sale of Products.
2. The other sections of the Conditions also apply to the sale of Products, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section of the Conditions, in which case the specific provisions as contained in this section of the Conditions take precedence.

Article 32: Warranty

1. Unless otherwise agreed in writing, BauWatch guarantees that the Products sold by it will be free of defects for a period of 12 months after delivery, subject to the provisions of Article 10 of these Conditions. Section 13 – 15 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980) do not apply.
2. Excluded from warranty is:
 - damage resulting from misuse, including but not limited to failure to use the Product for its usual purposes or according to instructions for proper use and maintenance;
 - damage resulting from accidents, including but not limited to lightning, water, fire, abuse or negligence;
 - damage resulting from repairs or adjustments made by unauthorized service centres or persons.
3. In the case of delivery of Products by BauWatch that it has purchased from other suppliers, BauWatch provides a warranty on these Products only if and to the extent that it obtains a warranty from its suppliers. In this case the warranty is equivalent to the warranty that BauWatch obtains from its suppliers.
4. BauWatch is not obliged to process a warranty claim if the Customer has not fulfilled his payment obligations to BauWatch.
5. In the event of a justified warranty claim, BauWatch has the option of replacing the Product found to be defective free of charge, or repairing it, or granting the Customer a discount on the purchase price.

Article 33: Risk and retention of title

1. From the moment of taking possession of a Product, Buyer bears the full risk of damage or loss of a Product.
2. BauWatch reserves ownership of a delivered Product, this retention of title concerns:
 - a. if the Product is located in Ireland, a retention of title whereby ownership of the Product shall not pass to the Customer until all that the Customer owes BauWatch on any account whatsoever, including interest and costs, has been paid to BauWatch in full;
 - b. if the Product is located outside Ireland, a retention of title whereby ownership of the Product shall not pass to the Customer until all that the Customer owes under the Agreement, including interest and costs, has been paid to BauWatch in full.
3. As long as the Products delivered and costs owed by the Customer, including interest, have not been paid in full, BauWatch shall remain irrevocably entitled and authorized to repossess the Products delivered by it and still in the Customer's possession, without judicial intervention.
4. As long as ownership of the delivered Products has not passed to the Customer, the Customer is not authorized to sell, pledge or grant a third party any other right to the Products.
5. Customer is obliged to keep the Products delivered under reservation of title carefully and as recognizable property of BauWatch.

Appendix 1): Personal Data Processing Purposes and Details

Subject matter, nature and purpose of the processing of Personal Data

All data collected is required for the processing of automated video-based security services for the protection of the Customer's surveillance areas, including the provision of related software, alarm processing and maintenance as well as logistics and commercial handling.

Duration of the Processing of Personal Data

Unless otherwise stipulated by legal regulations, the processing will be conducted for the agreed duration of the services.

Business Purposes and Legal Bases

The processing of surveillance data is done on the basis of Customer's legitimate interests (Art. 6 1. (f) GDPR) for safeguarding the surveillance area from theft or violent destruction.

Depending on the security solution ordered, the processing of surveillance data can be done on the basis of safeguarding Customer's and Customer's employees' and/or sub-contractor's vital interests (Art. 6 1. (d)) GDPR) for monitoring the compliance with safety instructions on the surveillance area.

The execution of commercial processing is done for the execution of the Agreement between Customer and BauWatch (Art. 6 1. (b) GDPR).

If personal data in relation to a project is used for marketing purposes, the processing is done on the basis of Customer's consent (Art. 6 1. (a) GDPR).

Personal Data Categories

The following categories of personal data are processed:

- Personal master data (name of contact person)
- Communication data (telephone number, email address, IP address)
- Information from third parties, e. g. credit reference agencies or from public directories
- Contract (master) data (contractual relationship, customer number, company name and address, address of surveillance area, order/contact history)
- Contract invoicing and payment data (bank details, contract data)
- Data required to perform the contracted services
- Information to/ from security services or the police
- Video recordings

Data Subject Types

- Customers and their employees
- Suppliers
- Employees/(external) contact persons of the customer
- Subcontractors
- Visitors
- Unauthorized persons
- Employees of security services and the police

Data Subjects' Rights

Data Subjects wishing to exercise their rights as outlined under Art 15 – 23 and Art. 77 GDPR can contact the Data Protection Officer under privacy@bauwatch.com

Appendix 2): Sub Processors used by BauWatch and approved by the Customer:

Sub processor	Location (country) sub processing	Description sub processing activities
MyNET	Ireland	Alarm Receiving Center for the processing of alarms