

Table of contents

Section A) General 2

Section B) Special provisions for the rental of Products 8

Section C) Special provisions relating to Services 11

Section D) Special provisions for the sale of Products 12

Appendix 1) Purposes and details of the Processing of Personal Data 13

Appendix 2) Sub-processors 14

Section A): General

Article 1: Definitions

In these general terms and conditions, the following terms, as well as any inflection thereof, shall have the meanings set out below:

Client

The natural or legal person who has entered into an Agreement with BauWatch and/or has requested a quotation from BauWatch or has received a quotation from BauWatch.

Alarm Follow-up Service

If BauWatch's Alarm Receiving Centre (ARC) receives a notification indicating that an alarm signal has been received, BauWatch shall ensure that the Client's instructions are carried out. This may involve a site visit by an operative to investigate the cause of the alarm, a remote verification by an off-site operative, a call to the police, or any other instruction agreed with the Client or required in view of the circumstances.

GDPR

The General Data Protection Regulation (EU) 2016/679.

BauWatch

BAUWATCH SARL, registered with the Trade and Companies Register of the Chamber of Commerce under SIREN number 882612963, with its registered office at 65 Avenue Georges Politzer, 78990 ELAN-COURT, and its present or future subsidiaries.

CNAPS authorisation number: AUT-078-2123-03-25-20240756973

The authorisation to operate does not confer any prerogatives of public authority on the company or on the persons who benefit from it (Article L612-14 of the French Internal Security Code).

Special Categories of Personal Data

As defined in Article 9 of the GDPR.

Services

All work carried out, or arranged to be carried out, by BauWatch under the Agreement for the benefit of the Client using BauWatch's material or human resources, including the Control Room Service and the Alarm Follow-Up Service.

Rental

The making available by BauWatch to the Client of Products and Services for the Client's use or deployment, for which the Client owes a (periodic) fee.

Control Room Service

Actions taken by the ARC (BauWatch's Alarm Receiving Centre) in response to a detection from the Client's alarm system (owned by the Client or rented from BauWatch) from which BauWatch has concluded that an undesirable situation exists, consisting of contacting a dedicated person specified by the Client and/or the authorities, as specified in the Agreement concluded with the Client.

Agreement

The contractual document(s) entered into between BauWatch and the Client concerning the supply of Products and/or Services by BauWatch to the Client.

Personal Data

As defined in Article 4 of the GDPR.

Party (Parties)

The Client and BauWatch are each individually a Party and, together, the Parties.

Product

All items used, provided, sold or rented by BauWatch under the Agreement, including equipment and materials such as mobile CCTV towers.

TOMs

The technical and organisational measures referred to in Article 32 of the GDPR.

Processing

The processing of Personal Data as defined in Article 4 of the GDPR.

Terms and Conditions

These general terms and conditions of BauWatch.

Article 2: Applicability

1. These Terms and Conditions apply to all requests for information, requests for quotations and quotations made by BauWatch and to the acceptance thereof, as well as to all Agreements entered into with BauWatch.
2. If the Client refers to other general terms and conditions in its order or in any other correspondence relating to the Agreement, the applicability of such terms and conditions is expressly rejected, even if they were accepted in the context of a prior legal relationship. Any contrary provision in such other general terms and conditions shall not affect the foregoing.
3. Where the Client contracts subject to these Terms and Conditions, it accepts their applicability to all Agreements between the Client and BauWatch to the exclusion of all other terms and conditions (whether declared applicable or not).
4. In the event of a conflict between the Agreement and these Terms and Conditions, the provisions of the Agreement shall prevail.

Article 3: Quotations and formation of Agreements

1. Quotations issued by BauWatch are entirely without obligation and do not bind BauWatch in any way, unless the quotation itself expressly and unequivocally states otherwise. Any quotation issued by BauWatch shall be valid for 30 calendar days from the date of issue.
2. The Client's acceptance of a quotation is irrevocable. Professionals falling within the definition of Article L221-3 of the French Consumer Code benefit from a statutory withdrawal period of 14 days. Delivery of the Product or commencement of the Service by BauWatch before the end of the withdrawal period constitutes a waiver of the right of withdrawal.
3. At BauWatch's option, an Agreement is concluded either as soon as the Client has accepted BauWatch's quotation, or as soon as BauWatch has confirmed in writing the Client's proposal to conclude an Agreement. By concluding an Agreement, the Client acknowledges that it has read, understood and accepted these Terms and Conditions.
4. BauWatch shall not be bound by any deviations included in the Client's acceptance of BauWatch's quotation, except to the extent BauWatch has notified the Client in writing that it accepts such reservations or deviations.
5. BauWatch is entitled to refuse a request and/or proposal from the Client without providing reasons, without prejudice to the provisions of Article L121-11 of the French Consumer Code.

Article 4: Amendments and deviations

1. Amendments or additions to an Agreement to be concluded or already concluded, and deviations from (parts of) these Terms and Conditions, shall only be binding insofar as they have been expressly agreed between the Parties in writing.
2. The content of the Agreement and the scope of the obligations are determined solely by the Agreement and these Terms and Conditions. Any additional agreement, undertaking or communication made by BauWatch employees, or on behalf of BauWatch by other persons acting as representatives, shall bind BauWatch only if confirmed in writing by BauWatch's directors authorised to represent BauWatch, or by persons authorised by them in writing for that purpose.
3. The Client is informed that BauWatch may use external resources for the performance of the Services, which the Client expressly accepts without reservation.
4. BauWatch may supply Products and/or provide Services that deviate from the description, provided that such deviations do not adversely affect reasonable requirements of usability, capacity and/or quality. Only if the Client proves that the Products and/or Services differ from the Agreement and/or from the descriptions, designs, drawings or examples provided by BauWatch to such an extent that it can no longer reasonably be expected to perform its obligations, shall the Client be entitled to terminate the Agreement after a formal notice and expiry of the period indicated therein. BauWatch shall not be liable for any damages or loss as a result of such differences and/or termination.

Article 5: Delivery and performance period

1. BauWatch shall use all reasonable endeavours to meet agreed (delivery) deadlines. Deadlines indicated by BauWatch are approximate and do not bind BauWatch. An agreed delivery deadline is not a final deadline unless the Parties have expressly agreed otherwise. BauWatch is entitled at any time to postpone the date of execution of the works it must carry out if, in its view, circumstances justify this.
2. In the event of late delivery, completion or performance, or if a deadline is exceeded, the Client must notify BauWatch of default in writing and grant BauWatch a reasonable period to perform, which in no case shall be less than three working days from the date on which BauWatch received the notice. The period shall be extended by the time during which the Client, whether culpably or not, fails to comply fully with its obligations. Only if BauWatch still fails to deliver on time after expiry of the reasonable period set in the notice shall the Client be entitled to terminate the Agreement for the part not yet performed. In no circumstances shall BauWatch be liable to pay any compensation.
3. The deadlines referred to in this article shall be extended by the period during which BauWatch is unable to perform its obligation due to force majeure.

Article 6: Prices and additional work

1. Prices stated in the quotation and/or the Agreement are exclusive of VAT, import and export duties, and any other taxes, levies and charges that may apply.
2. Prices are based on the type and scope of the Products and/or Services to be supplied, as stated in the quotation and/or the Agreement. In the event of differences, BauWatch is entitled to revise the prices.
3. If, during the term of the Agreement, changes occur that increase cost prices due, inter alia but not exclusively, to changes in wages and other employment conditions, wage surcharges, increases in premiums under social legislation, increases in expense deductions, increases in direct and indirect (external) costs or increases in suppliers' prices, BauWatch is entitled to increase the price agreed with the Client on an interim basis.

Prices shall be revised by reference to the annual Consumer Price Index – Base 100 in 2015 – All households – France – All items excluding tobacco – Identifier 001765166 published by INSEE, each year on the anniversary date of the Agreement between the Parties, applying the following formula:

$$P_n = P_o \times (I_n / I_o)$$

Each index is represented by an abbreviation:

- "I" for index
 - "P" for price
 - "o" for the starting period
 - "n" for the arrival period
 - "Pn" for the price excluding VAT after revision
 - "Po" for the initial price excluding VAT
 - "In" for the latest known value of the annual Consumer Price Index – Base 100 in 2015 – All households – France – All items excluding tobacco – Identifier 001765166 published by INSEE on the revision date
 - "Io" for the latest known value of the annual Consumer Price Index – Base 100 in 2015 – All households – France – All items excluding tobacco – Identifier 001765166 published by INSEE on the date the quotation was issued.
4. Additional work means any performance by BauWatch that goes beyond what the Parties have agreed in the Agreement. BauWatch is entitled to charge separately for additional work performed if BauWatch has informed the Client in good time of the resulting price increase, unless the Client was able to understand by itself the resulting price increase.

Article 7: Payment

1. All payments shall be made, without any suspension, discount or set-off, to an account designated by BauWatch on its invoice.
2. Payment must be made within 30 calendar days after the invoice date. After that period the Client shall be in default. In that case, and in accordance with the French Commercial Code, a fixed recovery charge of €40 and late-payment interest calculated at three times the statutory legal interest rate shall be payable without any reminder being necessary. Where the recovery costs actually incurred exceed the amount of this fixed charge, BauWatch may claim additional compensation upon justification.
3. BauWatch is entitled to require an advance payment and/or security (deposit or earnest money) from the Client before and during performance of the Agreement. If the Client fails to comply, it shall be deemed in default.
4. In all cases where BauWatch sends a formal notice to the Client, or in the event of proceedings against the Client to enforce the Agreement, the Client shall be obliged to pay BauWatch all costs incurred, both judicial and extrajudicial, with a minimum of €500 excluding VAT.
5. Payments made by the Client shall be applied first to settle interest and costs due (including extrajudicial costs, notably recovery costs) and thereafter to the oldest outstanding invoices, even if the Client indicates that the payment relates to a later invoice.

Article 8: Force majeure

1. BauWatch is entitled to suspend performance of its obligations if BauWatch is temporarily prevented from performing its contractual obligations towards the Client due to force majeure.
2. For the purposes of these Terms and Conditions, force majeure exists where an event beyond the debtor's control, which could not reasonably have been foreseen and whose effects cannot be avoided by appropriate measures, prevents the debtor from performing its obligation, including, but not limited to: war, threat of war, civil unrest, riots, acts of war, fire, water damage, adverse weather conditions, natural disasters, strikes, crippling strikes, import and export restrictions, government measures, defects or malfunction of machines and/or software (IT) used and/or networks or connections, whether or not caused by hacking, power failures, transport problems, shortage of materials and/or personnel, BauWatch suppliers and/or subcontractors failing to perform or failing to perform on time, loss, theft or loss of materials and/or data. If the impediment is temporary, performance of the obligation is suspended, unless the resulting delay justifies termination of the Agreement. If the impediment is definitive, the Agreement is terminated by operation of law and the Parties are released from their obligations, as provided for in Article 1218 of the French Civil Code.
3. If suspension due to force majeure lasts more than two months, each Party is entitled to terminate the Agreement, in whole or in part, by written notice to the other Party.
4. BauWatch shall not be obliged to pay any compensation to the Client if BauWatch has been unable to perform its obligations properly or on time due to force majeure and/or if the Agreement is terminated.

Article 9: Suspension or termination of the Agreement

1. BauWatch is entitled to suspend performance of the Agreement and/or terminate the Agreement without prior formal notice if:
 - the Client fails to perform one or more obligations under the Agreement; or
 - the Client is declared bankrupt, files for bankruptcy or applies for judicial reorganisation or safeguarding proceedings, applies for (provisional) suspension of payments, or loses the power of disposal over its assets or part thereof by attachment, sequestration, appointment of a judicial administrator or otherwise; or
 - BauWatch becomes aware of circumstances that give good reason to fear that the Client will not fulfil its obligations.
2. If one of the situations described above occurs, all claims of BauWatch against the Client shall become immediately due and payable in full, and the Client shall be obliged to return BauWatch's goods immediately. The Client irrevocably authorises BauWatch to enter any place over which the Client has control in order to recover its Products. If the Products are held by a third party, the Client irrevocably authorises that third party to deliver the Products to BauWatch.
3. BauWatch may at any time terminate the Agreement with 30 calendar days' notice, without providing reasons and without any obligation to pay compensation.

Article 10: Complaints and limitation periods

1. The Client must notify BauWatch in writing of any visible defects or deficiencies detected within seven calendar days from delivery.
2. Non-visible defects and/or damage must be notified in writing by the Client to BauWatch within seven calendar days of discovery, or at least within seven calendar days of the date on which the defects should have been discovered.
3. Complaints regarding invoices must be notified in writing to BauWatch within fourteen calendar days from the invoice date.
4. Failure to comply with one or more of the above time limits results in forfeiture of all rights and powers of the Client in relation to any defects or complaints.
5. Without prejudice to this Article 10, the Client is obliged to bring any claim against BauWatch before the courts within one year from the date of the above-mentioned notification, failing which all rights and claims in that respect shall lapse on expiry of that period.

Article 11: Liability

1. BauWatch endeavours to provide the Client with the best possible service. If, nevertheless, an event causes damage to the Client, BauWatch's liability, irrespective of the underlying basis (including, but not limited to, breach of contract, tort, performance (recovery) or indemnification), shall be limited to the amount paid by BauWatch's insurer. In the unlikely event that no payment is made, BauWatch's liability shall be limited to €10,000 per event and a maximum of €25,000 per year.
2. BauWatch shall not be liable for any damages other than direct damages. Direct damages means exclusively: (i) the reasonable costs the Client would have to incur to ensure that what BauWatch has performed complies (or continues to comply) with the Agreement; (ii) the reasonable costs incurred to determine the cause and extent of the damages referred to in (i); and (iii) the reasonable costs incurred to prevent or limit the damages referred to in (i) insofar as such costs have actually resulted in prevention or limitation of that damages. Direct damages expressly does not include (non-exhaustively): loss of profit, losses suffered and interruption of business operations.
3. The burden of proof of damages suffered lies with the Client, who must provide indisputable supporting documentation. Any assessment or expert costs relating to the damages are borne by the Client.
4. The above limitations of liability apply to the aggregate of a series of events arising from the same damaging event.
5. The above limitations of liability shall not apply where the damage is the result of intentional or deliberate recklessness by BauWatch or its executive employees. In any event, BauWatch shall not be liable for damages arising from any of the following:
 - the Client made changes or carried out work on the Product or Service supplied by BauWatch on its own initiative; or
 - the Client did not follow, fully and/or correctly, the advice and/or instructions provided by BauWatch and/or third parties engaged by BauWatch; or
 - the Client provided incorrect and/or incomplete information to BauWatch; or
 - inaccuracies or omissions occurred in the transmission or sending of data by the Client; or
 - damage resulting from any delay in the availability of the Product and/or Service.
6. The Client shall fully indemnify BauWatch and its employees against all third-party claims arising from or related to acts or omissions of the Client in the performance of the Agreement.

Article 12: Data protection

1. BauWatch and the Client shall comply with all applicable laws and regulations relating to the Processing of Personal Data under the Agreement, including, in particular, the requirements of the GDPR. The Client shall demonstrate at BauWatch's first request that it complies with the relevant laws and regulations.
2. BauWatch's Privacy Policy applies to the Processing of Personal Data by BauWatch. The Privacy Policy is published on BauWatch's website and can also be provided in writing to the Client upon request.
3. The Client shall indemnify and hold BauWatch harmless against any (legal) third-party claim against BauWatch, including by persons whose Personal Data has been recorded or processed, arising from the Client's failure to comply with laws and/or regulations relating to the Processing of Personal Data.
4. To the extent that BauWatch processes Personal Data on behalf of the Client in the context of the Agreement, BauWatch shall be considered the "processor" and the Client the "controller" within the meaning of the GDPR, and paragraphs 4 to 12 of this article shall apply as a data processing agreement within the meaning of Article 28 of the GDPR. This data processing agreement does not apply to Processing if and to the extent that the Parties have concluded a separate data processing agreement for that Processing.
5. BauWatch shall process Personal Data only to the extent necessary for performance of the Agreement.
6. The Personal Data that BauWatch processes on behalf of the Client is listed in Appendix 1. Unless otherwise agreed in the Agreement or in a separate data processing agreement, camera images shall be deleted by BauWatch after a maximum of 30 days. At the Client's request, BauWatch shall provide the Client with the Personal Data processed.
7. The Client:
 - warrants that its instructions to BauWatch regarding the Processing of Personal Data comply with applicable law;
 - is solely responsible for complying with the obligations under applicable laws and regulations that rest with the Client as controller, such as providing information that must be provided to data subjects pursuant to the GDPR in the context of the Processing; and
 - shall indemnify and hold BauWatch harmless in respect of (i) all damages; and (ii) fines imposed on the processor by supervisory authorities in relation to any failure by the Client to comply with any of its obligations under this paragraph or under applicable law.
8. BauWatch shall:
 - process the Personal Data exclusively for and under the responsibility of the Client for fulfilment of its obligations under the Agreement and only in accordance with the Client's written instructions, unless required by applicable law; in such case, BauWatch shall inform the Client before carrying out the Processing, unless applicable law prohibits this;
 - inform the Client when BauWatch considers that the Client's written instructions infringe the GDPR;
 - endeavour to ensure the reliability of its personnel who have access to Personal Data and ensure that such personnel are subject to an obligation of confidentiality or an appropriate statutory duty of confidentiality; and
 - taking into account the nature of the Processing, assist the Client, at the Client's request, in complying with its obligations under the GDPR (including handling access requests, carrying out data protection impact assessments (DPIAs) and consultations with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this respect shall be borne by the Client.
9. BauWatch shall ensure that the TOMs are appropriate for the Client's specific business and its written instructions regarding the Processing.
10. BauWatch shall inform the Client of Personal Data breaches within a reasonable time after BauWatch becomes aware of the breach and shall assist the Client insofar as reasonably necessary to manage the breach in accordance with the GDPR. Unless required by applicable law, BauWatch shall not, on its own initiative, inform data subjects that their Personal Data is (potentially) affected by the breach, nor notify the supervisory authority.
11. The Client authorises BauWatch to engage sub-processors for the Processing. When BauWatch decides to engage a new sub-processor, BauWatch shall inform the Client in due time. In that case, the Client shall have the right to object to the engagement of the new sub-processor. If, nevertheless, BauWatch decides that the new sub-processor shall process the Personal Data, the Client shall have the right to terminate the Agreement, subject to payment of the agreed termination costs and with 30 calendar days' notice, but only for those Products or Services that cannot be supplied without the new sub-processor. The sub-processors engaged by BauWatch are listed in Appendix 2.
12. The Client is informed that Personal Data may be processed in another country within the European Economic Area (EEA), in particular in the Netherlands, where BauWatch's data servers are located.
13. BauWatch shall not process Personal Data outside the EEA and/or transfer it to an international organisation, unless:
 - with the Client's prior written consent and in accordance with the Client's written instructions and conditions regarding the safeguards required under the GDPR for the relevant Processing outside the EEA; or
 - as required by applicable law.
14. BauWatch shall, upon the Client's reasonable request and subject to reimbursement by the Client of BauWatch's reasonable costs:
 - make available to the Client evidence demonstrating BauWatch's compliance with its obligations under this data processing agreement; and
 - cooperate with and permit audits, including inspections, carried out by or on behalf of the Client, subject to reasonable notice and appropriate confidentiality arrangements.

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 Client hereby accepts such transfer.
2. If several persons (natural or legal) have committed as the Client, they shall always be jointly and severally liable to BauWatch for all obligations arising from the Agreement, each for the whole.
3. The Client may not invoke a right of retention against BauWatch.
4. The Parties shall keep confidential all information obtained from each other in connection with performance of the Agreement, and which they know or should reasonably know is confidential in nature (including, by way of example but without limitation: quotations issued by BauWatch, prices, etc.), it being understood that a breach of this provision due to an obligation arising from a statutory provision or a court order shall not give rise to any claim for damages or termination in favour of the other Party.
5. BauWatch is authorised to use the Client's name, logo and a general description of the Products and Services provided solely for marketing and reference purposes, including on its website, social media and promotional materials. Use of full case studies involving interviews, visual elements (such as photos or videos) or detailed narratives requires the Client's prior authorisation.
6. The Client is obliged to comply with the BauWatch Code of Ethics for Business Partners, published at <https://www.bauwatch.com/fr-fr/conformite-rgpd>, in relation to any Agreement.

Article 14: Intellectual property and information ownership

1. Intellectual property rights in documents provided by BauWatch, such as manuals, drawings, descriptions, software and computer programs supplied by BauWatch, shall remain the property of BauWatch, regardless of whether the Client has been charged for them. Without BauWatch's written consent, the Client shall not be authorised to make them available to third parties, reproduce them or use them for purposes other than performance of the Agreement. The documents shall be returned to BauWatch upon first request.
2. BauWatch excludes all liability for damages arising from infringement of any third party intellectual property rights, whether written or unwritten, in the documents delivered to the Client.

Article 15: Governing law and competent jurisdiction

1. In the event of a dispute relating to the interpretation and performance of these general Terms and Conditions, French law shall apply. Failing amicable resolution, the dispute shall be brought before the Paris Commercial Court (Tribunal de Commerce de Paris) or the Economic Activities Court (Tribunal des Activités Économiques), without prejudice to BauWatch's right to depart from this jurisdiction rule and summon the Client before the court competent under the law, and without prejudice to rights of appeal and cassation.

Section B): Special provisions for the rental of Products

Article 16: Applicability

1. This section contains specific provisions relating to the rental of Products.
2. The other sections also apply to the rental of Products, unless the nature of a provision prevents this and/or there is a conflict with the provisions of this section, in which case the specific provisions in this section shall prevail.

Article 17: Term of the Agreement

1. Unless otherwise agreed in writing, the rental Agreement is entered into for a fixed term, i.e. for the duration stated in the Agreement or, failing that, the duration stated in the quotation. This Agreement cannot be terminated during the fixed term by either Party, except as set out in this Agreement.
2. The rental period shall commence on the day the rented object is made available to the Client or, if transport is provided by BauWatch, when the rented object is delivered to the Client in good working order.
3. After expiry of the fixed term, the Agreement shall continue for an indefinite period, unless terminated by notice in accordance with paragraphs 4 or 5.
4. Unless otherwise agreed in writing, the Client has the right to terminate the Agreement by email to BauWatch at the end of the fixed term or, in the case of an indefinite Agreement, at any time subject to seven (7) calendar days' notice.
5. BauWatch has the right to terminate the Agreement at the end of the fixed term or, in the case of an indefinite Agreement, at any time subject to seven (7) calendar days' notice.
6. BauWatch shall promptly and in consultation with the Client arrange collection of the rented Products at the end of the Agreement.

Article 18: Ownership

1. The rented Products shall remain the property of BauWatch at all times.
2. In the event of attachment or a third party exercising a right of retention over all or part of the Products, provisional suspension of payments or bankruptcy of the Client, the Client shall immediately inform BauWatch and notify BauWatch of the whereabouts of the Product concerned. The Client shall also immediately inform the bailiff who carried out the attachment, the party exercising the right of retention, the administrator or the sequestrator of BauWatch's ownership rights.

Article 19: Delivery and inspection

1. The rented Product shall be delivered to the Client at the place specified in the purchase order. The place must normally be accessible by BauWatch's means of transport. The costs associated with delivery and removal of the rented Product shall be borne by the Client.

2. If, at the time of delivery, no one is present to receive the rented Product, or if the location is unsuitable or impossible to access, BauWatch reserves the right not to deliver the Product, without prejudice to BauWatch's right to payment of the Rental price. In that case, the Client must also pay the transport costs incurred and any subsequent transport costs. If delivery does take place and no one is present on behalf of the Client to receive it, the quantities and condition of the rented Product recorded by the driver shall be binding.
3. Waiting times and delays caused by unforeseen circumstances or by the Client's failure to fulfil its obligations shall, where they result in additional costs, be invoiced subsequently.
4. BauWatch is authorised to make partial deliveries without incurring liability for damages and without granting the Client the right to terminate the Agreement.
5. The Client shall inspect the rented Product immediately after delivery and record any defect in a delivery report to be signed by or on behalf of the Parties. Unless otherwise agreed in writing, the rented Product shall be deemed delivered and accepted by the Client in proper state of maintenance and operation.

Article 20: Installation conditions

1. Where the Parties have agreed that BauWatch shall build, assemble, commission, decommission and/or dismantle the Product, the installation conditions set out in this article shall apply, as well as those in the Agreement or quotation. The installation conditions of the Agreement or quotation shall prevail over those of this article.
2. The Client shall obtain the necessary permits and exemptions and shall correctly indicate to BauWatch the location of underground cables. The Client shall indemnify BauWatch against any third-party claims related to or arising from failure to comply with these obligations.
3. Except for BauWatch Products that do not require external power, a 230V power connection must be available within a radius of 25 metres of the desired Product location.
4. Unless otherwise agreed in writing, the following shall not form part of BauWatch's obligations and shall not be included in the price:
 - assistance in moving materials that cannot reasonably be handled by one person alone, and lifting equipment to be used during the process;
 - the supply of fuels and auxiliary materials, such as electricity, necessary to carry out the works; and
 - work required to restore parts of the Products that have become dirty or damaged on site, unless the dirt or damage was caused by BauWatch personnel.
5. The Client shall ensure that the requirements described in this article are fulfilled in good time so that BauWatch's installation work is not delayed.
6. The Client shall provide a level, firm, dry and paved surface with sufficient space for placement of the Products.

Article 21: Additional provisions for the use of mobile CCTV towers

1. Mobile CCTV towers may not be moved without BauWatch's prior written approval.
2. The Client understands that mobile CCTV towers must be reset by BauWatch after relocation and/or after changing the detection area.
3. The costs of relocation and/or resetting the detection area by BauWatch shall be borne by the Client.

Article 22: Client obligations

1. The Client shall take care of the rented Product as a prudent lessee and shall use the Product only for its intended purpose and in accordance with BauWatch's instructions.
2. The Client undertakes that the rented Product will be used only by persons who have the required expertise (for installation and use) and to follow the instructions provided by BauWatch.
3. The Client shall not move the rented Product independently or use it outside the location indicated in the order confirmation, except with BauWatch's prior written consent.
4. Except with BauWatch's prior written consent, the Client shall not be authorised to sublet the Products to third parties or otherwise use them.
5. The Client undertakes to pay all charges, taxes and fines arising from use of the rented Product.

Article 23: Inspection, risk, maintenance and repair

1. The Client undertakes to make the rented Product available to BauWatch for inspection upon BauWatch's first request. The Client hereby authorises BauWatch in advance to enter the Client's buildings and premises to inspect or recover the rented Product.
2. From delivery, the risk of the Product shall be borne by the Client. The Client shall be responsible for all damage, by whatever name and in whatever manner caused to the Product, whether arising from fault of the Client or third parties or from force majeure. BauWatch shall not be liable for damage caused by winds of force 8 Beaufort or higher, nor for damage to persons and/or objects in any manner caused by tipping over and/or breakage (of parts) of the Products.
3. Technical defects and malfunctions of the Product shall be remedied by BauWatch within a reasonable time after notification by the Client. The Client shall be obliged to have repairs carried out by BauWatch or by parties designated by BauWatch.
4. Repairs that become necessary as a result of improper handling or negligence by the Client, for example due to use contrary to the operating instructions provided, the nature of the Product and/or common sense, as well as damage, unskilled repairs or maintenance of the Product by the Client or third parties, shall be at the Client's expense.

Article 24: Insurance

1. The Client shall, at its own expense, insure the rented Product for the benefit of BauWatch against the consequences of loss, destruction or damage, on the basis of insurance terms approved by BauWatch.
2. The Client shall, upon BauWatch's first request, make available for inspection the policies of that insurance and proof of payment of the premiums.
3. To the extent necessary, the Client hereby irrevocably authorises BauWatch to receive and pay, in BauWatch's name, all insurance proceeds that may be paid under an insurance contract in this respect.
4. In the event of impending loss, destruction or damage to the Product, the Client must notify BauWatch immediately.

Article 25: Third-party clause

1. The Client declares that it is aware and, to the extent necessary, accepts that ownership of the rented Product may be (or become) vested in a third party, or that the Product may be (or become) pledged in favour of a third party, as security for payment of everything that such third party has or may have to claim from BauWatch.
2. Without prejudice to the existence of the Agreement, the Client shall deliver the rented Product to the third party or to BauWatch upon first request, provided and as soon as the third party demands delivery of the rented Product due to BauWatch's breach of obligations towards the third party. As a result of such request, the Agreement shall terminate by operation of law with immediate effect. The delivery shall take place at the premises of the third party or at the location designated by it.
3. If the situation described in paragraph 2 occurs and the third party wishes to continue using the rented Product, the Client shall be obliged, upon the third party's first request, to enter into a rental agreement with the third party for the remaining term and on identical conditions.
4. The third-party clause contained in paragraphs 1 to 4 above may not be revoked by either the Client or 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. If the Products have not been prepared for transport, BauWatch may charge the resulting costs to the Client.
2. The Client shall ensure that someone is present for the return/ collection of the Products. If no one is present at the time of collection, BauWatch may nevertheless remove the Products. In the event of a dispute as to whether the rented Products were left by the Client in good condition or in the correct quantity, the burden of proof expressly lies with the Client.
3. The rented Product shall be examined by BauWatch upon return. The Client shall be responsible for all damage and loss of the rented Products occurring during the rental period, whether or not due to its fault. Damage shall be set off against any deposit and any excess shall be invoiced to the Client by BauWatch.
4. If, at the end of the rental period, the Product cannot be collected by BauWatch, the Client will be offered the possibility for BauWatch to still collect the rented Product within seven (7) calendar days. Otherwise, the Client shall be obliged to reimburse BauWatch the purchase price of the rented Product.

Section C): Services

Article 27: Applicability

1. This section contains specific provisions relating to the provision of Services.
2. The other sections also apply to the provision of Services, unless the nature of a provision prevents this and/or there is a conflict with the provisions of this section, in which case the specific provisions in this section shall prevail.

Article 28: Services – General

1. BauWatch's provision of Services is an obligation of means (best endeavours). BauWatch cannot guarantee the achievement of any particular result. BauWatch gives no guarantee, in particular regarding the prevention of break-ins, fires, certain events, or losses and/or damage at the Client's premises.
2. The Services shall be performed by BauWatch as specified in the Agreement and, where possible, under the conditions forming part of it. BauWatch is not obliged to follow any Client instructions other than those contained in the Agreement.

Article 29: Alarm Receiving Centre / Control Room Service

1. The Control Room Service consists of measures taken by BauWatch's Alarm Receiving Centre in response to a detection report from the Client (from the Client's own system or a system rented by the Client from BauWatch), from which the ARC has concluded that an undesirable situation exists, consisting of contacting the contact person and/or the (governmental) agency specified by the Client, as further specified in the Agreement. The Control Room Service has only a signalling function and provides no guarantee of preventing burglaries, fires or other events.
2. Where the Client 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 otherwise agreed in writing.
3. BauWatch is not obliged to process reports received by the Alarm Receiving Centre after the end of the Agreement.
4. The quality of camera images and/or other signals may be affected by external circumstances not attributable to BauWatch. This includes, in particular, the quality of the connection between the Client's alarm system or Product and the Alarm Receiving Centre where signals are received, as well as adverse atmospheric conditions and lighting at the monitored object. BauWatch cannot guarantee the accuracy and completeness of observations.

Article 30: Alarm Follow-up Service

1. The Alarm Follow-up Service consists of the following: if BauWatch's Alarm Receiving Centre receives a notification that an alarm signal has been received from the Client's alarm system, or an alarm system rented by the Client from BauWatch, BauWatch shall, in accordance with the Client's instructions, request an on-site or remote operative to verify the alarm. The Client must specify in advance in the Agreement in which cases its contact person must be contacted and by which means.
2. BauWatch may use third-party operational service providers for the Alarm Follow-up Service and, in particular, for physical on-site verification.
3. If BauWatch observes an emergency situation on site requiring direct action or consultation with the Client's contact person and no contact can be established with the persons registered with the Alarm Receiving Centre, BauWatch shall handle the emergency situation on the Client's behalf to the best of its knowledge. All costs incurred in this respect by BauWatch or third parties engaged by it shall be invoiced by BauWatch to the Client.
4. Inspections or visits by the operative may form part of a patrol that also includes the surveillance of other Client sites in order to keep security costs at a reasonable level. The operative may be required to urgently inspect another property or assist another operative, which may delay, interrupt or stop the inspection of the Client's property. BauWatch shall not be liable for damage suffered by the Client due to such impediment.
5. If the operative discovers an offence, it shall be reported to the Client. The Client is authorised to report the offence. BauWatch reserves the right to make its own report if failure to report may potentially cause damage to BauWatch or if BauWatch may itself commit an offence by failing to report. Any report by BauWatch is made under the Client's responsibility. BauWatch shall not be liable for damage suffered by third parties or by the Client as a result of the report. The Client shall indemnify BauWatch against any claims in this respect.
6. Costs incurred by the Client independently and/or with the cooperation of third parties to further the investigation or detect (potential) offences or facts may not be charged to BauWatch or third parties engaged by BauWatch, unless BauWatch has given its prior written consent.
7. Where the Client rents one or more Products from BauWatch in combination with the Alarm Follow-up Service, the Alarm Follow-up Service ends as soon as the rental of the relevant Product(s) ends, unless otherwise agreed in writing.

Section D): Sale of Products

Article 31: Applicability

1. This section contains specific provisions relating to the sale of Products.
2. The other sections also apply to the sale of Products, unless the nature of a provision prevents this and/or there is a conflict with the provisions of this section, in which case the specific provisions in this section shall prevail.

Article 32: Warranty

1. Unless otherwise agreed in writing, BauWatch warrants that the Products sold by it are free from defects for a period of 12 months from delivery, subject to the provisions of Article 10 of these Terms and Conditions.
2. **The warranty does not apply to:**
 - damage resulting from improper use, including (without limitation) failure to use the Product for its usual purposes or in accordance with operating and maintenance instructions;
 - damage resulting from accidents, including (without limitation) lightning, water, fire, abuse or negligence;
 - damage resulting from repairs or adjustments carried out by unauthorised service centres or persons.
3. Where BauWatch delivers Products purchased from other suppliers, BauWatch provides a warranty on such Products only if and to the extent that it obtains a warranty from its suppliers. In that case, the warranty is equivalent to that obtained by BauWatch from its suppliers.
4. BauWatch is not obliged to process a warranty claim if the Client has not complied with its payment obligations towards BauWatch.
5. In the event of a justified warranty claim, BauWatch may, at its option, replace the Product found to be defective free of charge, repair it, or grant the Client a discount on the purchase price.

Article 33: Risk and retention of title

1. From the moment the buyer takes possession of a Product, the buyer bears the entire risk of damage to or loss of the Product.
2. BauWatch retains title to any delivered Product:
 - if the Product is located in France: title shall not pass to the Client until the Client has paid BauWatch in full all sums owed to BauWatch on any basis whatsoever, including interest and costs;
 - if the Product is located outside France: title shall not pass to the Client until the Client has paid BauWatch in full all amounts owed under the Agreement, including interest and costs.
3. Until the delivered Products and all sums due by the Client, including interest, have been paid in full, BauWatch remains irrevocably entitled and authorised to repossess the delivered Products that are still in the Client's possession, without judicial intervention.
4. Until title to the delivered Products has passed to the Client, the Client is not authorised to sell, pledge or grant any other right over the Products to a third party.
5. The Client is obliged to keep the delivered Products subject to retention of title with due care and as recognisable property of BauWatch.

Appendix 1): Purposes and details of the Processing of Personal Data

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

All data collected is necessary for processing automated video-based security Services for protection of the Client's surveillance areas, including provision of related software, processing and maintenance of alarms, as well as logistics and commercial handling.

Duration of the Processing of Personal Data

Unless legal provisions stipulate otherwise, Processing shall be carried out for the agreed duration of the Services.

Commercial purposes and legal bases

Processing of surveillance data is carried out on the basis of the Client's legitimate interests (Article 6(1)(f) GDPR) in safeguarding the surveillance area against theft or violent destruction.

Depending on the requested security solution, Processing of surveillance data may be carried out on the basis of safeguarding the vital interests of the Client and of employees and/or subcontractors (Article 6(1)(d) GDPR) to monitor compliance with safety instructions in the surveillance area.

Performance of commercial Processing is carried out for performance of the Agreement between the Client and BauWatch (Article 6(1)(b) GDPR).

If Personal Data relating to a project is used for marketing purposes, Processing is carried out on the basis of the Client's consent (Article 6(1)(a) GDPR).

Categories of Personal Data

The following categories of Personal Data are processed:

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

Types of data subjects

- Clients and their employees
- Suppliers
- The Client's employees/external contact persons
- Subcontractors
- Visitors
- Unauthorised persons
- Employees of security services and the police

Data subject rights

Data subjects who wish to exercise their rights as described in Articles 15 to 23 and 77 of the GDPR may contact the data protection officer at privacy@bauwatch.com

Appendix 2): Sub-processors

Sub-processors engaged by BauWatch:

Sub-processor	Location (country) of Processing	Description of Processing activities