BauWatch

// General Terms and Conditions V2026.01

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Part A): General

Article 1: Definitions

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

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

Alarm Receiving Center Service
The taking of action by BauWatch in response to a detection notification from the Customer's alarm system (whether owned by the Customer or leased from BauWatch), from which the BauWatch alarm receiving center has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) authority specified by the Customer, all as further specified in the Agreement.

Alarm response
If the BauWatch alarm receiving center receives a notification that an alarm signal has been received from the Customer's alarm system, BauWatch will, in accordance with the Customer's instructions, have a security guard investigate the cause of the alarm on site.

BauWatch
BauWatch Nederland B.V., registered in the commercial register of the Chamber of Commerce under number 04058684 and/or BauWatch Projects B.V., registered in the trade register of the Chamber of Commerce under number 28060182 and its affiliated companies.

Customer
The natural person or legal entity that has entered into an Agreement with BauWatch and/or requested a quotation from BauWatch, or received one from BauWatch.

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

Party(ies)
Customer and BauWatch, each individually a Party and collectively the Parties.

Personal data
As defined in Article 4 of the GDPR.

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

Product
All items used, made available, sold or rented by BauWatch within the framework of the Agreement, including hardware and materials such as camera masts and WES.

WES (Wireless Evacuation and Fire Alarm System)
A temporary fully battery-powered Product for reporting fires, smoke development, or medical emergencies, consisting of various components and using a mesh radio network for communication.

Rental
The provision by BauWatch to the Customer of the use of Product(s) or the deployment of Product(s) on behalf of the Customer, for which the Customer is liable to pay a (periodic) fee.

SaaS Service
Software As A Service, making software applications such as BauWatch CheckIn (BWCI), BauWatch LiveView and MyBauWatch available via a cloud solution.

Services
All work performed or arranged by BauWatch on behalf of the Customer under the Agreement, including the Alarm Receiving Center Service, Alarm Response and SaaS Services.

Special Personal Data
As defined in Article 9 of the GDPR.

MyBauWatch
BauWatch's digital platform and application through which the Customer may access information and functionalities relating to the Services, as made available by BauWatch from time to time.

MyBauWatch Plus
The optional additional functionalities made available by BauWatch through MyBauWatch, including access to predefined camera views outside ARC surveillance periods and access to previously recorded camera footage, subject to the Agreement and these Terms.

Terms and Conditions
The present general terms and conditions of BauWatch.

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

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Article 2: Applicability

1. These Terms and Conditions apply to all requests for information, requests for quotations, quotations made by BauWatch and acceptances thereof, as well as to all Agreements concluded with BauWatch.
2. If the Customer refers to other general terms and conditions in its order, purchase order or other correspondence relating to the Agreement, the applicability thereof is expressly rejected, even if these have been accepted in the context of a previous legal relationship. Any contrary provision in such other general terms and conditions shall not affect the foregoing.
3. The Customer with whom a contract has been concluded under the Terms and Conditions agrees to the applicability of the Terms and Conditions to all Agreements between the Customer and BauWatch, 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 Terms and Conditions, the provisions of the Agreement shall prevail over the provisions contained in the Terms and Conditions.

Article 3: Quotations and the conclusion of agreements

1. Quotations issued by BauWatch are entirely without obligation and are not binding on BauWatch in any way, unless the quotation itself expressly and unambiguously states otherwise. The quotation is valid for 30 calendar days after the date of issue, after which it expires.
2. The acceptance of a quotation by the Customer is irrevocable.
3. The Agreement shall be concluded at the discretion of BauWatch either as soon as the Customer has accepted BauWatch's quotation or as soon as BauWatch has confirmed the Customer's proposal to enter into an Agreement or the invitation in writing. By entering into an Agreement, the Customer acknowledges that it has read, understood and accepted the Terms and Conditions.
4. Notwithstanding the provisions of Article 225(2) of Book 6 of the Dutch Civil Code, BauWatch is not bound by any deviations included in the Customer's acceptance of BauWatch's quotation, except insofar as BauWatch has notified the Customer in writing that it agrees to these reservations or deviations from the quotation.
5. BauWatch has the right to refuse an offer and/or proposal from the Customer without giving reasons.

Article 4: Amendments and deviations

1. Amendments or additions to the Agreement to be concluded or concluded and deviations from (parts of) the Terms and Conditions are only binding insofar as they have been expressly agreed in writing between the Parties.
2. The content of the Agreement and the scope of the obligations are determined exclusively by the Agreement and the provisions of the Terms and Conditions. Any additional agreements, commitments or statements made by BauWatch employees, or on behalf of BauWatch by other persons acting as representatives, shall only be binding on BauWatch if these agreements, commitments or statements have been confirmed in writing by its authorised directors or by persons authorised in writing by them.
3. BauWatch is entitled to carry out work at its own discretion, whether or not by engaging third parties and/or renting items from third parties.
4. BauWatch is authorised to deliver Products and/or Services that deviate from the description, provided that these deviations do not detract from reasonable requirements in terms of usability, capacity and/or quality. Only if the Customer demonstrates that the Products and/or Services deviate from the Agreement and/or the descriptions, designs, drawings or examples provided by BauWatch that the Customer can no longer reasonably be expected to fulfil its obligations, the Customer shall be entitled to terminate the Agreement after sending a notice of default and the expiry of the period specified therein BauWatch shall in no event be liable for any compensation.

Article 5: Delivery or execution time

1. BauWatch shall endeavour to comply with agreed (delivery) deadlines. Deadlines specified by BauWatch are approximate and are not binding on BauWatch. An agreed delivery time is not a strict deadline, unless the Parties have expressly agreed otherwise. BauWatch is at all times entitled to postpone the execution date of the work to be performed by BauWatch if, in the opinion of BauWatch, circumstances give cause to do so.
2. In the event of late delivery or performance or the exceeding of a strict deadline, the Customer must give BauWatch written notice of default and grant BauWatch a reasonable period of time to still perform, which period shall in any case not be shorter than three working days, calculated from the date of receipt of the notice of default by BauWatch. The period shall be extended by the time during which the Customer fails, whether or not (attributable), to fully comply with its obligations. Only if BauWatch fails to deliver on time after the expiry of the reasonable period specified in the aforementioned notice of default shall the Customer be entitled to terminate the Agreement for the part not yet performed. However, BauWatch shall in no event be liable for any compensation.
3. The periods 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 quotation and/or Agreement are exclusive of VAT, import and export duties and other taxes, duties and levies.
2. Prices are based on the type and scope of the Products and/or Services to be delivered as stated in the quotation and/or Agreement. In the event of any deviation from this, BauWatch is entitled to revise the price.
3. If, during the term of the Agreement, cost-increasing changes occur due to, but not limited to, changes in wages and other terms of employment, wage supplements, increases in social security contributions, increases in expense allowances, increases in direct and indirect (external) costs, increases in supplier prices, BauWatch shall be entitled to increase the price agreed with the Customer in the interim. BauWatch is also entitled to index agreed prices once a year on 1 January on the basis of the change in the monthly price index according to the consumer price index (CPI) Total Expenditure (2025 = 100), published by Statistics Netherlands, by multiplying the price applicable on the date of adjustment by a fraction, the numerator of which is the annual price index applicable to the last calendar year and the denominator of which is the annual price index applicable to the calendar year preceding that last calendar year.
4. Additional work is understood to mean a performance by BauWatch that exceeds what the Parties have agreed in the Agreement. BauWatch is entitled to charge separately for additional work performed in the event that BauWatch has informed the Customer in advance and in good time of the resulting price increase, unless the Customer could have understood the resulting price increase itself.

Article 7: Payment

1. All payments must be made without discount, suspension or set-off to an account specified by BauWatch in its invoice.
2. Payment must be made within 30 calendar days of the invoice date. After this period has expired, the Customer will be in default. In that case, the Customer shall owe interest equal to the statutory commercial interest rate, calculated on the unpaid amount, from the due date until the date of full payment. This interest shall be immediately due and payable 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. If the Customer fails to comply with this, the Customer will 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 BauWatch all costs incurred in this regard, both in and out of court, with a minimum of €500 excluding VAT.
5. Payments made by the Customer shall first be used to settle any interest and costs owed (including extrajudicial (collection) costs) and then to settle 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 has the right to suspend the fulfilment of its obligations if BauWatch is temporarily prevented from fulfilling its contractual obligations towards the Customer due to force majeure.
2. In these Terms and Conditions, force majeure is understood to mean all circumstances beyond the control of BauWatch, whether foreseen or unforeseen, which prevent or seriously impede the performance of the Agreement in whole or in part, whether temporarily or otherwise, including but not limited to war, threat of war, civil unrest, riots, acts of war, fire, water damage, unworkable weather conditions, natural disasters, strikes, sit-ins, lockouts, import and export restrictions, government measures, defects or malfunctions in machinery and/or (computer) software and/or networks and connections, whether or not as a result of hacking, power failures, transport problems, shortages of materials and/or personnel, suppliers and/or subcontractors of BauWatch who do not fulfil their obligations or do not fulfil them on time, loss, theft or destruction 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 terminate the Agreement, in whole or in part, by giving written notice to the other party.
4. BauWatch shall not be liable for any compensation to the Customer if BauWatch has been unable to fulfil its obligations due to force majeure and/or if the Agreement is terminated.

Article 9: Suspension or termination of the Agreement

1. BauWatch has the right to suspend the performance of the Agreement and/or terminate the Agreement without prior notice of default if:
   i) the Customer fails to fulfil one or more obligations under the Agreement; or
   ii) the Customer is declared bankrupt, files for bankruptcy or has bankruptcy proceedings initiated against it, applies for a (provisional) moratorium on payments, invokes the application of the Debt Rescheduling (Natural Persons) Act, or loses the power to dispose of its assets or parts thereof due to seizure, guardianship or otherwise; or
   iii) BauWatch becomes aware of circumstances that give it good reason to fear that the Customer will not fulfil its obligations.
2. Insofar as one of the situations described in paragraph 1 occurs, all claims of BauWatch against the Customer shall become immediately due and payable in full, and the Customer shall be obliged to return BauWatch's property immediately. The Customer hereby irrevocably authorises BauWatch to enter any place over which the Customer has authority, power or control in order to take possession of the Products. If the Products are in the possession of a third party, the Customer hereby irrevocably authorises that third party to hand over the Products to BauWatch.
3. BauWatch may terminate the Agreement at any time, subject to a notice period of 30 calendar days, without giving any reason and without this entailing any obligation on the part of BauWatch to pay compensation.

Article 10: Complaints and expiry dates

1. The Customer must report any visible defects or identified shortcomings to BauWatch in writing within seven calendar days of delivery.
2. The Customer must report any hidden defects and/or damage to BauWatch in writing within seven calendar days of discovery, or at least within seven calendar days of when the defects should have been discovered.
3. Complaints about invoices must be reported by the Customer to BauWatch in writing within fourteen calendar days of the invoice date.
4. If one or more of the deadlines referred to in the previous paragraphs are exceeded, all rights and powers of the Customer in respect of any defects or complaints shall lapse.
5. Without prejudice to the provisions of this article, the Customer is obliged to assert any claims against BauWatch in court within one year of the date of the aforementioned notification, failing which all 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 occur that causes damage to the Customer, the liability of BauWatch, regardless of the underlying basis, such as but not limited to breach of contract, unlawful act, performance (repair), or indemnification, shall be limited to the amount paid out by BauWatch's insurer. In the unlikely event that no payment is made, the aforementioned liability of BauWatch is limited to EUR 10,000 per event and a maximum of EUR 25,000 per year.
2. Furthermore, BauWatch is not liable for any damage other than direct damage. Direct damage is exclusively understood to mean i) the reasonable costs that the Customer would have to incur to ensure that BauWatch's performance (still) complies 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 led to the prevention or limitation thereof. Direct damage expressly does not include (but is not limited to): lost profit, loss suffered and business interruption.
3. The aforementioned limitations of liability apply to the totality of a series of events based on the same damage-causing fact.
4. The aforementioned limitations of liability do not apply in the event that the damage is the result of intent or deliberate recklessness on the part of BauWatch or its managerial subordinates.
5. BauWatch shall in no event be liable for damage if the damage is the result of the following events:
   - the Customer has made changes to or carried out work on the Product or Service delivered by BauWatch; or
   - the Customer has not followed, has not fully followed and/or has not properly followed the advice and/or instructions given by BauWatch and/or third parties engaged by BauWatch; or
   - the Customer has provided incorrect and/or incomplete information to BauWatch; or
   - there are inaccuracies or omissions in the data provided or sent by the Customer; or
   - damage resulting from the possible late availability of the Product and/or the Service.
6. The Customer fully indemnifies BauWatch and its employees against all claims from third parties arising from or in connection with the Customer's actions or omissions in the performance of the Agreement.

Article 12: Data protection

1. BauWatch and the Customer are obliged to comply with all applicable laws and regulations relating to the processing of personal data under the Agreement, including in particular the provisions of or pursuant to the GDPR. The Customer shall demonstrate to BauWatch upon first request that it complies with the relevant laws and regulations.
2. The privacy statement of BauWatch applies to the processing of Personal Data by BauWatch. This privacy statement is published on the BauWatch website and will also be provided to the Customer in writing upon request.
3. The Customer indemnifies and holds BauWatch harmless against any (legal) claims from third parties, including persons whose Personal Data has been registered or processed, against BauWatch arising from the fact that the Customer has failed in complying with laws and/or regulations relating to the Processing of Personal Data.
4. Insofar as BauWatch Processes Personal Data for the Customer within the framework of the Agreement, BauWatch qualifies as a 'processor' and the Customer as a 'controller' within the meaning of the GDPR, and Articles 12.4 to 12.13 as a processing agreement within the meaning of Article 28 of the GDPR. The processing agreement in these paragraphs does not apply to Processing if and insofar as the Parties have concluded a separate processing agreement with regard to that Processing.
5. BauWatch only processes Personal Data to the extent necessary for the performance of the Agreement.

6. The Personal Data processed by BauWatch on behalf of the Customer is included in Appendix 1 to the Terms and Conditions. Unless otherwise agreed in the Agreement or in a separate processing agreement, and in accordance with applicable law, camera images, including footage made available through MyBauWatch Plus, will be deleted no later than 28 days after recording. Footage required in connection with a specific incident, claim or legal obligation may be retained for as long as reasonably necessary for that purpose. Video clips and alarms which are subject to automatic deletion are excluded from this possibility. Personal Data processed in BWCI will be deleted no later than 6 months after all outstanding Agreements have been terminated. At the Customer's request, BauWatch will provide the processed Personal Data to the Customer.
7. Customer:
   - guarantees that its instructions to BauWatch for the Processing of Personal Data comply with the applicable legislation;
   - is solely responsible for complying with obligations under applicable laws and regulations that rest with the Customer as the controller, such as providing information that must be provided to data subjects under the GDPR in the context of the Processing;
   - is solely responsible for ensuring that its use of MyBauWatch Plus, including its selection of camera presets and access to live or recorded footage, is lawful and complies with all applicable data protection, employment and other laws, including requirements relating to lawful basis, transparency and signage, data protection impact assessments and, where applicable, works council involvement;
   - warrants that its use of MyBauWatch Plus and its instructions to BauWatch in relation thereto comply with applicable laws;
   - may use LiveView and MyBauWatch Plus exclusively for site security and the protection of property. The Customer shall not use the LiveView and MyBauWatch Plus functionalities for monitoring human behaviour or human performance or for any other regular or systematic monitoring of individuals beyond the agreed security purposes.
   - is solely responsible for compliance with the duties of transparency on camera monitoring towards third parties.
   - The Customer indemnifies and holds BauWatch harmless in respect of (i) all damage; and (ii) fines imposed on the processor by supervisory authorities in connection with a failure to comply with one or more of the Customer's obligations under this paragraph or under applicable law.
8. BauWatch shall:
   - process the Personal Data exclusively for and under the responsibility of the Customer for the fulfilment of its obligations under this Agreement and exclusively in accordance with the Customer's written instructions, unless BauWatch is required to do so under applicable law. In that case, BauWatch shall inform the Customer of such obligation prior to the Processing, unless this is not permitted under applicable law;
   - inform the Customer at the time that BauWatch is of the opinion that the written instructions from the Customer are in violation of the GDPR;
   - make every effort 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 in complying with its obligations under the GDPR (including handling requests for access, conducting data protection impact assessments (DPIAs) and consulting with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in that context shall be borne by the Customer.
9. BauWatch guarantees that the TOMs are suitable for the Customer's specific business and its written instructions regarding the Processing.
10. BauWatch shall report data breaches relating to Personal Data to the Customer without undue delay after BauWatch has discovered the data breach and shall assist the Customer to the extent reasonably necessary to deal with the data breach in accordance with the GDPR. Unless BauWatch is required to do so under applicable law, BauWatch will not, on its own initiative, inform data subjects that their Personal Data may have been affected by the data breach or report the breach to the supervisory authority.
11. The Customer grants BauWatch permission to engage sub-processors for the Processing. If BauWatch decides to engage a new sub-processor, BauWatch will inform the Customer of this in good time 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 against payment of the agreed termination fee and with due observance of a notice period of 30 calendar days, 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 transfer it to an international organisation, unless
    a. with the prior written consent of the Customer and in accordance with its written instructions and conditions regarding the safeguards required for the relevant Processing outside the EEA under the GDPR; or
    b. if applicable law so requires.
13. At the Customer's reasonable request and against reimbursement of reasonable costs by the Customer, BauWatch shall:
    a. provide the Customer with evidence demonstrating that BauWatch complies with the obligations under this processing agreement; and
    b. cooperate with and allow audits, including inspections, carried out by or on behalf of the Customer, subject to reasonable notice and on condition that appropriate confidentiality arrangements are made.

Article 13: Miscellaneous

1. BauWatch has the right to transfer ownership of the (leased) Product and/or its rights and obligations under the Agreement to a third party. The Customer hereby declares that it 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.
3. The Customer cannot invoke a right of retention against BauWatch.
4. The parties are obliged to maintain confidentiality regarding all information they obtain from each other in the context of the implementation of the Agreement and whose confidential nature they are aware of or should reasonably be aware of (including, but not limited to: quotations, prices, etc. issued by BauWatch), on the understanding that a breach of this provision as a result of an obligation arising from a statutory provision or a court ruling shall not give rise to a claim for compensation or dissolution on behalf of the other party.
5. BauWatch has the right to use the name, logo and a general description of the Customer's Products and Services exclusively for its own marketing and reference purposes, including on its website, social media channels and promotional material. The use of full case studies, including interviews, visual material (e.g. photos or videos) or detailed stories, requires the prior consent of the Customer.
6. The Customer is obliged to comply with the BauWatch Business Partner Code of Ethics, as published on **https://www.bauwatch.com/nl-nl/naleving**, in connection with any Agreement.

Article 14: Intellectual and information property

1. The intellectual property rights to the documents provided by BauWatch, such as manuals, drawings, descriptions, software and the software supplied by it, remain the property of BauWatch, regardless of whether or not the Customer has been charged for these. The Customer is not permitted to make these available to third parties, reproduce them or use them for any purpose other than the performance of the agreement without the written consent of BauWatch. The documents must be returned to BauWatch upon first request.
2. BauWatch excludes liability for damage 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. The relationship between the Customer and BauWatch shall be governed exclusively by Dutch law.
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 court in Amsterdam, without prejudice to BauWatch's right to deviate from this rule of jurisdiction and to summon the Customer to appear before the competent court in accordance with the law and without prejudice to the right of appeal and cassation.

Part B): Special provisions for the rental of Products

Article 16: Applicability

1. This part of the Terms and Conditions contains specific provisions regarding the Rental of Products.
2. The other parts of the Terms and Conditions also apply to the Rental of Products, unless the nature of a provision precludes this and/or there is a conflict with the provisions of this part of the Terms and Conditions, in which case the specific provisions included in this part of the Terms and Conditions take precedence.

Article 17: Duration of the Agreement

1. Unless otherwise agreed in writing, the rental agreement is entered into for a fixed term, namely for the duration specified in the Agreement or, in the absence thereof, in the quotation. The parties may not terminate the Agreement entered into for a fixed term prematurely.
2. The rental period commences on the day that the rented item is made available to a Customer or, if transport is provided by BauWatch, is delivered to the Customer in working order.
3. After the expiry of the fixed term, the Agreement shall continue for an indefinite period, unless terminated 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 giving five working days' notice by email to BauWatch at the end of the fixed term, or in the case of an agreement for an indefinite period, on any working day, subject to a notice period of five working days.
5. BauWatch is entitled to terminate the Agreement with five working days' notice at the end of the fixed term, or in the case of an agreement for an indefinite period, at any time, subject to five working days' notice.
6. At the end of the Agreement and in consultation with the Customer, BauWatch shall promptly arrange for the removal of the rented Products.

Article 18: Ownership

1. The rented Products remain the property of BauWatch at all times.
2. In the event of seizure of, or a third party exercising a right of retention with regard to (part of) the Products, provisional suspension of payments or bankruptcy of the Customer, the Customer shall immediately inform BauWatch and immediately notify it of the location of the Product in question. The Customer shall also immediately inform the bailiff executing the seizure, the party invoking a right of retention, the administrator or receiver of BauWatch's (property) 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 accessible by normal means of transport for BauWatch. The costs associated with the delivery and removal of the rented Product are at the expense of the Customer.
2. If no one is present to take delivery of the rented Product upon delivery, or if the location is difficult or impossible to reach, BauWatch shall be entitled not to deliver the Product, without prejudice to its right to payment of the rental price. In that case, the Customer will 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 to take delivery, the quantities noted by the driver and the condition of the rented Product will be binding.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to fulfil its obligations will be settled on the basis of subsequent calculation if they result in additional costs.
4. BauWatch has the right to deliver in parts without being liable for damages or giving rise to the right to terminate the agreement.
5. The Customer shall inspect the rented Product immediately upon delivery and record any defects in a delivery report 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 well-maintained and properly functioning condition.

Article 20: Installation conditions

1. Insofar as the Parties have agreed that BauWatch will construct, assemble, commission or decommission, dismantle and/or disassemble the Product, the installation conditions as stated in this article, as well as those in the Agreement or quotation, shall apply. The installation conditions in the Agreement or quotation take precedence over the installation conditions in this article.
2. The Customer shall be responsible for obtaining any necessary permits and exemptions and for correctly indicating the location of underground cables to BauWatch. The Customer shall also submit a KLIC notification of the location of underground cables and pipes before the work commences. The Customer indemnifies BauWatch against claims from third parties relating to or arising from the Customer's failure to fulfil or improper fulfilment of these obligations.
3. With the exception of BauWatch's power-free Products, the location must have a 230V power connection within 25 metres of the desired location of the Products.

4. Unless otherwise agreed in writing, the following are not included in the obligations of BauWatch and is not included in the price:
   a. assistance in moving materials that cannot reasonably be handled by one person alone, as well as the lifting equipment to be used for this purpose;
   b. the supply of fuels and auxiliary materials, such as electricity, necessary for the performance of the work;
   c. work required to restore parts of the Products that have become dirty or damaged at the work site to good condition, unless the contamination or damage was caused by BauWatch staff.
5. The Customer must ensure that the provisions described in this article are carried out in a timely manner in accordance with the requirements of the work, so that the installation work to be carried out by BauWatch is not delayed.
6. The Customer must ensure that there is a flat, solid, dry and paved surface with sufficient space for the installation of the Products.

Article 21 A: Additional provisions for the use of camera units

1. Camera units may not be moved without the prior written consent of BauWatch.
2. The Customer realises that camera units must be reset by BauWatch after relocation and/ or after modification of the detection area, they must be reset by BauWatch.
3. The costs of BauWatch moving and/or resetting the detection area of camera units shall be borne by the Customer.

Article 21 B: Additional provisions for the use of WES

1. WES Systems are intended exclusively for temporary use. If the law requires the installation of a permanent fire alarm system, a WES System is not sufficient. It is the Customer's responsibility to verify whether the WES System meets the legal requirements at the deployment site.
2. The components of the WES system are installed according to the Customer's concept or, if available, the fire protection consultant's plan. BauWatch is not involved in the planning of the WES System.
3. The Customer is responsible to ensure that:
   a) the WES system is suitable for use in the relevant buildings, sites or locations;
   b) the use of the WES system satisfies the requirements of any applicable laws and standards relating to health and safety, fire safety, and building safety;
   c) the Customer's use of the WES system is in accordance with all applicable laws.
   d) To the extent that BauWatch is responsible for installation of the WES system, BauWatch will install the WES system in accordance with the Customer's design or instructions. BauWatch does not accept any responsibility for the suitability of the Customer's design or instructions in this regard.
4. If requested by the Customer, the WES System can be connected to the BauWatch ARC. A direct connection to (governmental) entities such as the fire department or emergency services is not possible.
5. WES Systems are exclusively battery-powered. Monitoring the battery status is the responsibility of the Customer. Batteries are replaced by BauWatch only at regular intervals. If an unscheduled replacement is required due to a low battery level, the Customer will inform BauWatch timely in advance.

Article 22: Obligations of the Customer

1. The Customer shall take good care of the rented Product and shall only use the Product in accordance with its intended purpose and in accordance with BauWatch's instructions.
2. The Customer undertakes to allow the rented Product to be used exclusively 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 move the rented Product independently and shall not use it outside the location specified in the order confirmation, except with the prior written consent of BauWatch.
4. Unless prior written permission has been obtained from BauWatch, the Customer is not permitted to rent out Products to third parties or otherwise allow them to be used.
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 grants BauWatch permission in advance to enter the Customer's buildings and premises for the purpose of inspecting or taking back the rented Product.
2. From the moment of delivery, the risk of the Product is borne by the Customer. The Customer is liable for all damage, however named, and however caused, to the Product, regardless of whether this is the result of fault on the part of the Customer or third parties or force majeure. BauWatch is not liable for damage caused by wind force 9 or higher, nor for damage to persons and/ or objects in any form whatsoever caused by the blowing over and/or breaking off of (parts of) the Products.
3. Technical defects and malfunctions of the Product will be resolved by BauWatch within a reasonable period of time after notification by the Customer. The Customer is obliged to have repairs carried out by BauWatch or by parties designated by BauWatch.
4. Repairs to the Product that prove necessary as a result of incorrect handling or negligence on the part of the Customer, for example through use contrary to any instructions provided, the nature of the Product and/or generally accepted standards, as well as damage, improper repair or maintenance of the Product by the Customer or third parties, shall be at the expense of the Customer.

Article 24: Insurance

1. The Customer shall insure the rented Product at its own expense in favour of BauWatch against the consequences of theft, destruction or damage on the basis of insurance conditions to be approved by BauWatch.
2. The Customer is obliged to present the insurance policies and proof of premium payment for inspection at BauWatch's first request.
3. To the extent necessary, the Customer hereby irrevocably authorises BauWatch to collect on behalf of BauWatch all insurance payments that may be due under an insurance agreement in this regard.
4. In the event of imminent loss, destruction or damage to the Product, the Customer shall immediately notify BauWatch.

Article 25: Third-party clause

1. The Customer declares that it is aware and, insofar as necessary, agrees that the ownership of the rented Product may (come to) rest with a third party or that the Product may be (or become) pledged to a third party as security for the payment of all that this third party claims or may claim from BauWatch.
2. Notwithstanding the existence of this Agreement, the Customer shall surrender the rented item to the third party or BauWatch upon first request, if and as soon as the third party demands surrender of the rented Product on the grounds of non-fulfilment of BauWatch's obligations towards the third party. As a result of this demand, this Agreement shall be terminated with immediate effect by operation of law. The aforementioned surrender shall take place at the offices of the third party or at a location designated by that third party.
3. If the situation referred to in paragraph 2 arises and the third party wishes to continue using the rented Product, the Customer is obliged, at the first request of the third party, to conclude a rental agreement with the third party for the remaining term of the present rental agreement and under the same conditions.
4. The parties completely exclude the applicability of Articles 7:226 and 7:227 of the Dutch Civil Code.
5. The third-party clause included in paragraphs 1 to 4 above may not be revoked by either revoked 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. If the Products are not ready for transport, BauWatch may charge the Customer for the costs incurred.
2. The Customer must ensure that someone is present to return the Products. If no one is present at the time of collection, BauWatch may still take back the Products. If a dispute arises as to whether the rented Products have been left by the Customer in good condition or in the correct quantity, the burden of proof in this regard shall lie expressly with the Customer.
3. The rented Product will be checked by BauWatch after return. The Customer is liable for all damage to and disappearance of the rented items that occurred during the rental period, regardless of whether the Customer is at fault. The damage will be deducted from 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 given the opportunity to enable BauWatch to take back the rented item within five (5) working days. Failing this, the Customer will be obliged to reimburse BauWatch for the replacement value of the rented Product.

Part C): Special provisions for the provision of Services

Article 27: Applicability

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

Article 28: Services General

1. The provision of the Services by BauWatch constitutes a best efforts obligation. BauWatch cannot guarantee that a specific result will be achieved. BauWatch does not provide any guarantees, including guarantees regarding the prevention of burglary, fire, certain events and losses and/or damage at the Customer's premises.
2. The Services will be performed by BauWatch as further specified in the Agreement and, where applicable the conditions and preconditions forming part thereof. BauWatch is not obliged to follow any instructions from the Customer other than those included in the Agreement.

Article 29: Alarm Receiving Center Service

1. The Alarm Receiving Center Service consists of BauWatch taking action in response to a detection report from the Customer's or BauWatch's rented alarm system by the Customer, from which the BauWatch alarm receiving center has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) authority specified by the Customer, all of which is specified in more detail in the Agreement. The Alarm Receiving Center Service only has the function of signalling and does not give the Customer any guarantee that burglaries, fires and other events will be prevented.
2. Insofar as the Customer rents a Product(s) from BauWatch in combination with the Alarm Receiving Center Service, the Alarm Receiving Center Service will end as soon as the rental of the Product(s) in question ends, unless the Parties have agreed otherwise in writing.
3. BauWatch is not obliged to process reports received by the alarm receiving center after the Agreement has ended.
4. The quality of the camera images and/or other alerts may be negatively affected by external circumstances that cannot be attributed to BauWatch. These include, among other things, the quality of the connection between the Customer's alarm system or the Product and the alarm receiving center where the signals are received, as well as poor atmospheric conditions and lighting at the object to be monitored. BauWatch cannot guarantee the accuracy and completeness of the observations.

Article 30: Alarm response

1. Alarm response consists of the following: if the BauWatch alarm receiving center 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 the alarm system, have a security guard at the location to investigate the cause of the alarm. The Customer must indicate in advance in the Agreement in which cases its contact person must be called.
2. BauWatch uses third parties to provide the Alarm response.
3. If BauWatch detects an emergency on site that requires immediate action or consultation with a contact person of the Customer and no contact can be made with the persons registered with the Alarm Receiving Center Service, BauWatch will handle the emergency on behalf of the Customer to the best of its ability. Any costs incurred by BauWatch or third parties engaged by BauWatch in this regard will be charged by BauWatch to the Customer.
4. The checks or visits by the security guard to the agreed site may be part of a round that also includes inspections of other customers' properties, in order to keep security costs to a reasonable level. The security guard may be required to urgently investigate another property or assist another security guard, which may delay, interrupt or skip the inspection of the Customer's property. BauWatch is not liable for any damage suffered by the Customer as a result of such an impediment.
5. If the security guard discovers a criminal offence, he will report this to the Customer. The Customer is authorised to report this criminal offence. BauWatch reserves the right to report the offence itself if failure to do so could result in damage to BauWatch or if BauWatch could itself be committing a criminal offence by failing to report it. Any report made by BauWatch is done so under the responsibility of the Customer. BauWatch can never be held liable for damage to 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 assistance of third parties to investigate or discover a (possible) criminal offence or offences cannot be charged by BauWatch or 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 response, the Alarm response shall end as soon as the rental of the Product(s) in question ends, unless the Parties have agreed otherwise in writing.

Part D): Special provisions for the sale of Products

Article 31: Applicability

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

Article 32: Warranty

1. Unless otherwise agreed in writing, BauWatch guarantees that the Products it sells will be free from defects for a period of 12 months after delivery, subject to the provisions of Article 10 of these Terms and Conditions. Articles 7:17, 7:20, 7:21 and 7:23 of the Dutch Civil Code do not apply.
2. The following is excluded from the warranty:
   - damage resulting from misuse, including but not limited to failure to use the Product for its intended purpose or in accordance with the instructions for correct use and maintenance;
   - damage resulting from accidents, including but not limited to lightning, water, fire, misuse or negligence;
   - damage resulting from repairs or modifications carried out by unauthorised service centres or persons.
3. In the event of delivery of Products by BauWatch that it has purchased from suppliers, BauWatch will only provide a warranty on these products if and insofar as it obtains a warranty for them from its suppliers. In that case, the warranty will be identical 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 its payment obligations towards BauWatch.
5. In the event of a valid warranty claim, BauWatch has the choice of replacing the defective Product free of charge, repairing it, or granting the Customer a discount on the purchase price.

Article 33: Risk and retention of title

1. From the moment of transfer of possession of a Product, the Customer bears the full risk of damage to or loss of a Product.
2. BauWatch retains ownership of a delivered Product; this retention of title applies:
   a. if the Product is located in the Netherlands, a retention of title whereby ownership of the Product is only transferred to the Customer once everything the Customer owes BauWatch for whatever reason, including interest and costs, has been paid in full to BauWatch;
   b. if the Product is located outside the Netherlands, a retention of title whereby ownership of the Product will only be transferred to the Customer once the Customer has paid BauWatch in full all amounts owed under the Agreement, including interest and costs.
3. As long as the delivered Products and costs owed by the Customer, including interest, have not been paid in full, BauWatch remains irrevocably entitled and authorised to take back the Products it has delivered and which are still in the Customer's possession, without judicial intervention.
4. As long as ownership of the delivered Products has not been transferred to the Customer, the Customer is not authorised to sell or pledge the Products or to grant any other rights to them to a third party.
5. The Customer is obliged to store the Products delivered under retention of title carefully and in such a way that they are recognisable as the property of BauWatch.

Part E): Special provisions for the delivery of SaaS Services

Article 34: Applicability

1. This Part E of the Terms and Conditions applies to the delivery of the SaaS Service by BauWatch.
2. The other parts of the Terms and Conditions also apply to the provision of the SaaS Service, unless the nature of a provision precludes this and/or there is a conflict with the provisions of this part of the Terms and Conditions, in which case the specific provisions included in this part of the Terms and Conditions take precedence.

Article 35: Term of the Agreement

1. BauWatch shall endeavour to provide authorised users of the Customer with access to the SaaS Service for the duration of the Agreement in return for the fee agreed in the Agreement and to keep the SaaS Service available via a portal or applications designated by BauWatch.
2. Unless otherwise agreed in writing, the Agreement is for a fixed term, namely for the duration specified in the Agreement or, in the absence thereof, in the quotation.
3. The SaaS Service shall commence on the day it is made available to the Customer by BauWatch.
4. After the expiry of the specified period, the Agreement for the provision of the SaaS Service will, unless terminated for any reason, automatically continue for an indefinite period.
5. Each Party is entitled to terminate the Agreement for the provision of the SaaS Service by giving the other Party one working day's notice by email at the end of the fixed term, or in the case of an Agreement for an indefinite period, on any working day, subject to one working day's notice.
6. Upon termination of the Agreement for the provision of the SaaS Service, BauWatch will block access by authorised users of the Customer and the Customer must delete the applications made available to it.

Article 36: Performance and amendments

1. Unless otherwise agreed in writing, the SaaS Service is provided "as is". This means that the SaaS Service has the functionalities that the Customer finds. The SaaS Service is offered and provided to all customers in the same way.
2. BauWatch is entitled to modify the SaaS Service at any time, including terminating and/or replacing functionalities in order to improve or modify the quality, integrity and security of the SaaS Service at its discretion. Changes to the SaaS Service as referred to in this article do not entitle the Customer to terminate the Agreement. Substantial changes that affect the use of the SaaS Service will, if reasonably possible, be communicated
3. If BauWatch believes that the nature of the changes referred to in the previous paragraph necessitates an acceptance test for the modified functionality, it shall inform the Customer thereof. If the Customer decides not to carry out such an acceptance test, it does so at its own risk.
4. BauWatch shall endeavour to ensure that the SaaS Service complies with relevant laws and regulations. The Customer is responsible for its use of the SaaS Service in accordance with applicable laws and regulations.
5. BauWatch will endeavour to keep the SaaS Service available. BauWatch cannot guarantee that the SaaS Service will be uninterrupted or error-free. All SaaS Services are provided by BauWatch on the basis of a reasonable best efforts obligation, unless the Parties have expressly agreed on a result in the Agreement and the relevant result is described with sufficient precision in the Agreement.
6. BauWatch is entitled to temporarily suspend the SaaS Service and/or block access to it for the Customer's users if BauWatch deems this necessary for the protection of the security and/or integrity of the SaaS Service, to carry out necessary (preventive) maintenance, to repair a defect and/or to remedy a malfunction, or to modify or improve the computer systems of BauWatch and/or those of its suppliers with which the SaaS Service is provided.

Article 37: Customer's obligations

1. The Customer may only use the SaaS Service in accordance with the Agreement, including these Terms and Conditions, the intended use of the SaaS Service and the instructions of BauWatch and shall ensure that the Customer's authorised users do the same.
2. The Customer may not copy, modify, decrypt or attempt to discover the source code of the SaaS Service. Nor may the Customer create derivative works of the SaaS Service.
3. The Customer is responsible for supplying, operating and maintaining, at its own expense, all its own software, communication equipment and services that the Customer needs to access the SaaS Service.
4. Unless otherwise agreed, the Customer is solely responsible for any consequences of using the SaaS Service alongside other computer programmes on its IT systems.
5. The Customer shall ensure that its authorised users are always adequately trained, sufficiently qualified and capable of using the SaaS Service.
6. BauWatch has established minimum system requirements that the Customer must meet in order to use the SaaS Service. These minimum system requirements are subject to change. In the event of a change, BauWatch will notify the Customer in a timely manner, insofar as reasonably possible.

Article 38: Certification

1. The management control system and control measures used by BauWatch are independently audited and certified in accordance with the control objectives of ISO/IEC 27001. The ISO certificate can be requested by the Customer.

Article 39: Intellectual property rights

1. The Customer acknowledges that all intellectual property rights arising from or used in connection with the SaaS Service, including additional work requested by the Customer, are and remain the exclusive property of BauWatch or BauWatch's suppliers. No provision in the Agreement constitutes or results in any transfer of ownership of or to any intellectual property rights.

Article 40: Hardware

1. Upon delivery of the SaaS Service, BauWatch may lease hardware to the Customer for the duration of the Agreement. Ownership of the hardware shall not transfer to the Customer.
2. The Customer shall use the hardware exclusively within and for its own organisation or company, with due observance of the intended use of the hardware on the basis of the Agreement and at the location specified in the Agreement. Rental or use of the hardware by or on behalf of third parties is not permitted. The right to use the hardware is not transferable.
3. The Customer must use the hardware with due care. The Customer is not permitted to maintain the hardware itself or have it maintained by a third party. The Customer shall take adequate measures to prevent any damage to the hardware. In the event of damage to the hardware, the Customer shall immediately inform BauWatch thereof. During the term of the Agreement, the Customer shall remain liable to BauWatch for all damage to the hardware and for theft, loss or misappropriation of the hardware.
4. The Customer is not permitted to modify the hardware in whole or in part, nor to add anything to it. If changes or additions have nevertheless been made to the hardware, the Customer is obliged to undo or remove these changes or additions by the end of the Agreement at the latest.
5. The Customer shall immediately inform BauWatch of any defects it finds in the hardware. BauWatch shall endeavour to repair any defects in the hardware at BauWatch's expense within a reasonable period of time. BauWatch is also entitled to perform maintenance services on the hardware. Upon request, the Customer shall give BauWatch the opportunity to perform corrective and/or preventive maintenance. The parties shall jointly determine, in consultation and in advance, the dates on which and the times at which maintenance services will be performed. The Customer is not entitled to replacement hardware during the period(s) in which maintenance services are performed.
6. At the end of the Agreement, the Customer shall return the hardware to BauWatch in its original condition without delay.

Appendix 1): Nature of the processing activities, processed Personal Data

Categories of data subjects and personal data of the Alarm Receiving Center Service and the associated MyBauWatch application:

Category of data subjects	Category of data	Nature of processing activities
Unauthorised/unwanted intruder on the secured premises	Camera images and any reports of criminal offences	• Securing the site • Facilitating alarm response • Facilitating prosecution
Staff performing work on the premises	Camera images	• Securing the premises
Third parties/visitors present on the premises	Camera images	• Site security
Authorised users of MyBauWatch	Customer contact details Login and password details	• Facilitating access to use of the Services
Authorised users of MyBauWatch Plus	Predefined camera views Video footage and LiveView	• Site security

Categories of data subjects and personal data of the SaaS Service(s):

Category of data subjects	Category of data	Nature of processing activities
Customer personnel	Personnel number Name Date of birth Email address Passport number Index data	Identification
Subcontractors, temporary workers and self-employed persons	Company name, Chamber of Commerce number, address and place of business	Identification and communication
Subcontractors and lenders	Index data, name, email address and telephone number of the contact person	Identification and communication
Employees and self-employed persons	Name Address and place of residence Date of birth Nationality Email address Occupation (optional) Emergency number (optional) Telephone number (optional) Passport, ID number and validity period National insurance number Passport/ID number check for authenticity features of identity document Passport photo Comments Card number Gate form containing: • Signature • Declaration of self-employed status • VCA details Logging of whether the safety film has been viewed Logging whether knowledge test completed in Status Safety Check-in	Identification, access, approval verification, inspection, safe conduct on the construction site
Workers, self-employed persons and own employees Customer	Index data	Identification
Workers or self-employed persons from outside the EEA and Switzerland	Copy of passport	Identification and verification of legal employment
Workers and self-employed persons from outside the Netherlands, but within the EEA and Switzerland	A1 certificate	Verification of contributions
Workers from outside the EEA and Switzerland	Residence permit (TWV or GVVA)	Checking legal employment
Self-employed persons from outside the EEA and Switzerland	Permit for residence as a self-employed person	Legal employment check
Workers, staff Customers and self-employed persons	Time registration	Access, identification and registration

Legal bases for processing personal data

The processing of surveillance data is based on the legitimate interests of the Customer (Art. 6 1. (f) GDPR) for the security of the surveillance area against theft or vandalism.

Depending on the security solution purchased, the processing of surveillance data may be based on the protection of the vital interests of the customer and the customer's employees and/or subcontractors (Art. 6 1. (d) GDPR) for the purpose of monitoring compliance with safety instructions within the surveillance area.

Commercial processing is carried out for the purpose of implementing the Agreement between the Customer and BauWatch (Art. 6 1. (b) GDPR).

If personal data relating to a project is used for marketing purposes, the processing is based on the Customer's consent (Art. 6 1. (a) GDPR).

Insofar as special categories of personal data as described in Art. 9 GDPR are processed, the processing is based on explicit consent (Art. 6 1. (a) GDPR) for the purpose of identifying the person providing a service and for the performance of obligations in accordance with the Agreement, health and safety requirements and social security.

Appendix 2): Sub-processors

Sub-processor	Location Processing	Description
C24 B.V.	Netherlands	Alarm Receiving Center (ARC) for handling alarms
KPN B.V.	Netherlands	Provision of one-time SMS password service for the MyBauWatch Application.
BauWatchTechnology B.V.	Netherlands	Development and maintenance of the MyBauWatch application.
Kollie AI B.V.	Netherlands	Digital assistant that calls customers in the event of a power cut in the monitoring mast
True Fullstaq B.V.	Netherlands	Provision of managed hosting for BWCI (incl. server infrastructure)
Endeavour Group (formerly Widgets B.V.)	Netherlands	Technical development and maintenance of the BWCI SaaS application.