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Part A): General

Article 1: Definitions

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

Customer

The company within the meaning of Article I.1, 1° of the Economic Law Code (Wetboek van Economisch Recht / Code de Droit Economique) that has concluded an Agreement with BauWatch and/or requested a Quotation from BauWatch, or has received and accepted a Quotation from BauWatch.

Alarm response

If the BauWatch alarm receiving center receives an alarm signal 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 signal on site.

GDPR

The General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

BauWatch

means BauWatch Belgium BV / SRL, a company incorporated under Belgian law with its registered office at Scheldeweg 8, 2850 Boom, registered in the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen / Banque-Carrefour des Entreprises) under number 0634.566.179, and its affiliated companies.

Services

All work that BauWatch performs or has performed on behalf of the Customer under the Agreement, including the Alarm Receiving Center, Alarm Response and SAAS Services.

Rental

The provision, making available, rental or use of Product(s) by BauWatch for the Customer, for which the Customer is liable to pay a (periodic) fee.

Alarm Receiving Center

The taking of action by BauWatch in response to a detection notification from the Customer's own alarm system or one rented 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.

Quotation

means the quotation requested by the Customer for the purchase of Products and/or Services from BauWatch in connection with the performance of a specific assignment, subject to these Terms and Conditions.

Agreement

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

Personal Data

As defined in Article 4 of the GDPR.

Party(ies)

The Customer and BauWatch, each individually a Party and collectively the Parties.

Price/Prices

The price/prices stated in the Quotation or Agreement for the purchase, rental or acquisition of specific Products and/or Services from BauWatch.

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.

TOMs

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

Acquisition

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

Terms and conditions

The present general terms and conditions of BauWatch.

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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, requests for quotations, acceptance of the Quotation or any other correspondence relating to the Agreement, the applicability thereof is expressly excluded in its entirety, even if these have been accepted in the context of a previous legal relationship. Any provision to the contrary 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 exclusive applicability of the Terms and Conditions to all Agreements and, more generally, to the legal relationship between the Customer and BauWatch, to the exclusion of any other general terms and conditions (whether or not declared applicable).

Article 3: Quotations and the conclusion of the Agreement

1. Unless otherwise stipulated, the Quotation shall remain valid for 30 calendar days after the date of issue, after which it shall automatically expire. BauWatch shall then no longer be bound by the Quotation in any way, and no Agreement shall be concluded if acceptance has not occurred within the aforementioned period.
2. The acceptance of a Quotation by the Customer is irrevocable.
3. The Agreement shall, at the discretion of BauWatch, be concluded either upon the Customer's acceptance of BauWatch's Quotation by signing it, or upon BauWatch's written confirmation of the Customer's proposal or invitation to enter into an Agreement. By entering into the Agreement or accepting the Quotation, the Customer expressly acknowledges that it has read, understood, and accepted the Terms and Conditions.
4. If the Customer makes any reservations in a Quotation, proposal, and/or acceptance, or proposes any modifications or deviations regarding these Terms and Conditions or the special conditions set out in the Quotation, the Agreement between the Customer and BauWatch shall only be concluded if what is stated in the Customer's Quotation, proposal, and/or acceptance is expressly accepted in writing by the directors authorized to represent BauWatch or by persons duly authorized thereto. It is understood that BauWatch shall also be entitled, in such cases, not to accept a Quotation, proposal, and/or acceptance (without providing reasons), in which case the Agreement shall not be concluded.

Article 4: Amendments and deviations

1. Amendments or additions to the Agreement/Quotation 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 shall be determined exclusively by the Agreement and the provisions of these Terms and Conditions. Any additional arrangements, commitments, or statements made or given by BauWatch employees, or by other persons acting on behalf of BauWatch as representatives, shall only be binding on BauWatch if such arrangements, commitments, or statements have been confirmed in writing by its directors authorized to represent BauWatch, or by persons duly authorized in writing by them.
3. BauWatch is entitled to perform the Services/work relating to the Products at its own discretion, whether or not by engaging third parties and/or renting items from third parties, without the prior written and express consent of the Customer being required for this.
4. BauWatch is authorised to deliver Products and/or Services that deviate slightly from their description in the Agreement/Quotation, provided that these deviations do not detract from reasonable requirements in terms of usability, capacity and/or quality, and the services to be delivered are not substantially altered. However, if the Customer is of the opinion that the change is not minor and demonstrates in a sufficient and reasoned manner that the Products and/or Services deviate from the Agreement / Quotation and the descriptions, designs, drawings or examples provided by BauWatch, such that the Customer can no longer reasonably be obliged to perform the Agreement, the Customer shall be entitled to terminate the Agreement after sending BauWatch a motivated notice of default (by registered letter with acknowledgement of receipt) – which notice of default could not be remedied by BauWatch within a period of fourteen (14) calendar days – and the expiry of the aforementioned remediation period. In that case, BauWatch shall be obliged to (i) refund (the part of the Price already paid by the Customer) related to the deviating Services and/or Products, and (ii) compensation for the proven damage suffered by the Customer as a result of such termination, on the understanding, however, that only direct and demonstrable damage will be compensated and that such compensation may never exceed the Price of the order as agreed in the Agreement/ Quotation.
5. If, for a specific order, the Customer (i) requests the purchase of additional Products and/or Services, or (ii) a change to certain agreements agreed in the Quotation or Agreement is requested (such as, but not limited to, a request to supply a different type of camera mast than agreed or to expand the detection area, or if, after acceptance of the Quotation / conclusion of the Agreement, changes occur concerning the location where the Products are to be placed that have an impact on the agreed arrangements), an additional Quotation or an addendum to the Agreement must be drawn up, setting out the amended terms and conditions (including, but not limited to, the Price and delivery or performance period).

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Article 5: Delivery and/or Execution Time

1. BauWatch shall make every effort to deliver, install and perform the Products and Services selected by the Customer within the period specified in the Quotation/Agreement.
2. The agreed period may be extended if the Customer and BauWatch agree to this in writing.
3. BauWatch is at all times entitled to extend or postpone a delivery period or performance date for the Products/Services/work to be delivered or performed by BauWatch:
 - If, due to weather conditions, BauWatch is unable to proceed with the proper delivery/installation of Products;
 - If the Customer requests changes in accordance with Article 4.5;
 - If BauWatch is unable to install the Products/provide the Services in accordance with the agreed terms and conditions as a result of changes made after acceptance of the Quotation/conclusion of the Agreement (such as, but not limited to, changes relating to the location where the Products are to be installed);
 - In the event of hardship or force majeure as provided for in Article 8 of these Terms and Conditions;
 - If, for reasons attributable to the Customer (such as, but not limited to, failure to comply with the installation conditions as set out in Article 24 of these Terms and Conditions), the specified deadline cannot be met; or
 - If BauWatch suspends the fulfilment of its obligations in accordance with these Terms and Conditions.
4. In the event of late delivery or performance, or exceeding a binding deadline, the Customer shall give BauWatch a written notice of default (by registered letter with acknowledgement of receipt) and grant BauWatch a reasonable period of time to still fulfil its obligations, which period shall in any case not be shorter than five (5) 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 still fails to deliver/perform 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.
In such case, however, BauWatch shall be obliged to (i) refund (the portion of) the Price already paid by the Customer that relates to the Services and/or Products executed or delivered late, and (ii) compensate the Customer for proven damages incurred as a result of such termination, provided that only direct and demonstrable damages shall be compensated, and such compensation shall in no event exceed the Price of the Agreement, without prejudice to the provisions of Article 11 of these Terms and Conditions.
5. The deadlines referred to in this article shall be extended by the period during which BauWatch is prevented from fulfilling its obligations as provided for in Article 8 of these Terms and Conditions 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, which are entirely at the expense of the Customer.
2. The Price(s) stated in the Quotation or Agreement are in principle fixed prices, unless otherwise specified in these Terms and Conditions (such as Articles 4.5, 6 and 8).
3. 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 due to changes (within the meaning of Article 4.5 of these Terms and Conditions) and/or additional work (within the meaning of Article 6.4 of these Terms and Conditions), BauWatch shall be entitled to revise the Price.
4. The Price is subject to automatic price revision by BauWatch in accordance with the following formula:
$$P = p * [a + (b * (S : s)) + (c * (I : i))]$$
 - P is the adjusted/revised Price;
 - p is the originally agreed Price as stated in the Quotation;
 - a is the percentage of the agreed Price that is not subject to revision, i.e. 20%;
 - b is the percentage of labour costs in relation to the agreed Price, i.e. 40%;
 - S is the new wage index, i.e. the wage index for the month preceding the month in which the revision of the agreed Price is requested, as published by the Federal Planning Bureau;
 - s is the original wage index, i.e. the wage index for the month preceding the date of the Quotation as published by the Federal Planning Bureau;
 - c is the percentage of material costs in relation to the agreed Price, i.e. 40%;
 - I is the new material index, i.e. the material index for the month preceding the month in which the revision of the agreed Price is requested, as published by the FPS Economy; and
 - i is the original material index, i.e. the material index for the month preceding the date of the Quotation as published by the FPS Economy;
 - on the understanding that $(a + b + c) = 100\%$.
5. Additional work is understood to mean a service provided by BauWatch that goes beyond what the Parties have agreed in the Agreement/Quotation. BauWatch is entitled to charge for the additional work performed in the event that BauWatch has notified the Customer in advance and in good time that a service qualifies as additional work and the resulting price increase/additional Price.
6. The application of Article 5.97 of the Civil Code, namely the right to a reduction in the Price, is expressly excluded within the framework of the Agreement.

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Article 7: Payment

1. All payments shall be made without discount, suspension or set-off to an account specified by BauWatch in its invoice.
2. Payment shall be made no later than 30 calendar days from the invoice date. Upon expiry of this period, the Customer shall be in default. From the due date until the day of full payment, the Customer shall owe interest. Such interest shall be equal to the statutory interest provided for in the Act of 2 August 2022 on combating late payment in commercial transactions, calculated on the unpaid amount. This interest shall be immediately due and payable without prior notice of default, without prejudice to any other rights and collection remedies of BauWatch.
3. BauWatch is entitled, prior to and during the performance of the Agreement, to require advance payment, a deposit on the Price, and/or security from the Customer, as further specified in the Quotation/Agreement. To the extent that the Customer fails to comply, the Customer shall be in default.
4. In all cases in which BauWatch sends a notice of default to the Customer, or in the event of proceedings against the Customer to hold it liable for/compel it to perform the Agreement, the Customer shall be obliged to reimburse BauWatch for 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 & hardship

1. BauWatch has the right to suspend the fulfilment of its obligations if BauWatch is temporarily (wholly or partially) prevented from fulfilling its contractual obligations towards the Customer due to force majeure. However, if a situation of force majeure results in BauWatch being permanently unable to fulfil its obligations (in whole or in part) under the Agreement, the Agreement shall be automatically terminated with effect from the date of such impossibility.
2. For the purposes of these Terms and Conditions, force majeure is understood to mean all circumstances beyond BauWatch's control and not attributable to BauWatch, which are unforeseeable and unavoidable, as a result of which the performance of the Agreement, wholly or partially, whether temporary or not, becomes impossible, including (but not limited to) war, threat of war, civil unrest, riots, acts of God, 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 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, and (health or financial) crises, abnormal price increases for wages, raw materials, materials and/or energy.

3. If the force majeure situation lasts longer than 2 months, each Party has the right to terminate the Agreement by means of a written notification (by registered letter with acknowledgement of receipt) to the other Party.
4. BauWatch is not liable for any compensation to the Customer if BauWatch has been unable to fulfil its obligations under the Agreement due to force majeure, or has been unable to fulfil them properly or on time, and/or if the Agreement (or its implementation) is terminated or suspended, nor is the Customer entitled to a reduction in the agreed Price.
5. In the event of hardship, BauWatch and the Customer undertake to renegotiate the Agreement with a view to (i) adjusting the terms and conditions set out in the Agreement (including, but not limited to, the Price and delivery period for the Products/Services), or (ii) terminating the Agreement.
6. In these Terms and Conditions, hardship is understood to mean: an unforeseeable change in circumstances (whether financial/economic in nature or not) that (i) makes the performance of the Agreement/Quotation by BauWatch excessively burdensome to such an extent that performance can no longer reasonably be demanded/expected (i.e. – without limitation – when the balance and structure of the Agreement as well as the legal relationship between the Customer and BauWatch is disrupted to such an extent that the fulfilment by BauWatch of its contractual obligations has become unreasonably burdensome and/or disproportionate to the obligations of the Customer), (ii) was unforeseeable on the date of the Quotation or signing of the Agreement, and (iii) is not attributable to BauWatch.
7. If BauWatch and the Customer fail to reach agreement in this regard, BauWatch may submit the adjustment or termination of the Agreement due to hardship to the competent court (cf. Article 15), on the understanding that the court may (i) adjust the Agreement and bring it into line with what the Customer and BauWatch would reasonably have agreed at the time of concluding the Agreement if they had taken the change in circumstances into account, or (ii) terminate the Agreement.
8. In the event of hardship, BauWatch shall not owe any compensation to the Customer as a result of the amendments or termination of the Agreement (or the terms and conditions thereof) pursuant to Articles 8.5-8.7, and the Customer shall in no event be entitled to a reduction in the agreed Price.

Article 9: Suspension and/or termination of the Agreement

1. BauWatch shall have the right to suspend the performance of the Agreement if the Customer fails to fulfill its obligations under the Agreement. If such non-performance is attributable to the Customer and the Customer, after prior notice of default (by registered letter specifying a reasonable period for remedy), still fails to fulfill its obligations within the aforementioned remedy period, BauWatch shall be entitled to terminate the Agreement with respect to the Customer.

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2. If BauWatch has reasonable doubts about the Customer's ability to pay and/or becomes aware of circumstances that give it good reason to fear that the Customer will not fulfil its obligations, BauWatch is entitled to suspend the performance of the Agreement until the Customer has provided sufficient security for the fulfilment of its obligations.
3. In the event of suspension or termination of the Agreement pursuant to this Article 9, the Customer shall be obliged to fully indemnify BauWatch for any damages (including, but not limited to, loss of profit and consequential damages) suffered by BauWatch as a result. In such case, all claims of BauWatch against the Customer shall become immediately due and payable in full, and the Customer shall be obliged to immediately return BauWatch's Products. The Customer hereby irrevocably authorizes BauWatch to enter any location over which the Customer has control, power, or authority in order to take possession of the Products. If the Products are in the possession of a third party, the Customer shall irrevocably oblige such third parties to deliver the Products to BauWatch.
4. BauWatch's right to suspend or terminate (the performance of the Agreement) is without prejudice to its right to claim compensation from the Customer.
5. Without prejudice to the possibilities provided for in these Terms and Conditions and the law, the Agreement may also be terminated by either Party in writing (by registered letter with acknowledgement of receipt), without prior notice of default and without judicial intervention, with immediate effect and without notice period or compensation if:
 - the other Party becomes insolvent, in particular in the event of bankruptcy, provisional administration, liquidation, judicial reorganisation, dissolution or any other similar procedure with the same consequences/implications;
 - the other Party is subject to seizure, unless that Party can provide sufficient additional security to guarantee the fulfilment of all its obligations under the Agreement.
6. The exception of non-performance (cf. Article 5.98 of the Civil Code) cannot be invoked by the Customer under any circumstances.

Article 10: Complaints and expiry dates

1. The Customer shall notify BauWatch in writing of any visible defects no later than seven (7) calendar days after delivery.
2. The Customer shall notify non-visible (and therefore hidden) defects and/or damage to BauWatch in writing within seven calendar days of discovery, or at least within seven calendar days after it should have discovered the defects.
3. Invoices must be disputed by the Customer by registered letter with acknowledgment of receipt within fourteen (14) calendar days from the invoice date, stating the reasons for the dispute. Upon expiry of this period, the Customer shall be deemed to have irrevocably accepted the invoice, with the consequence that any rights of the Customer in this regard shall thereafter lapse.

4. If one or more of the periods 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 shall be obliged to assert any claims against BauWatch in court within one (1) year from the date of the aforementioned notice, failing which all rights and claims in this regard shall lapse upon expiry of the aforementioned period.
6. For the avoidance of doubt, the Parties declare that in the event of theft or vandalism, BauWatch shall in no case be held liable for these acts or behaviors, but only for the civil consequences thereof as stipulated in the Agreement.

Article 11: Liability

1. BauWatch strives to provide the Customer with the best possible service and undertakes to deliver, install and perform the Products and Services selected by the Customer in accordance with the Agreement. Should any event occur causing damage to the Customer for which the damaging act is attributable to BauWatch, BauWatch's total liability in connection with a single specific assignment (i.e., the assignment for BauWatch to secure a particular site, building, premises, or other project location of the Customer, in the context of which the Customer seeks to rely on specific Products and Services of BauWatch) — regardless of the underlying basis or cause, including but not limited to breach of contract, tort, non-performance (repair/replacement), or indemnification — shall in any case not exceed the Price agreed for the relevant assignment. Moreover, BauWatch's liability is in any event limited to EUR 10.000 per damaging act and a maximum of EUR 25.000 per assignment. However, if the damage suffered is (wholly or partially) covered by the Customer's insurer, the Customer may not also claim compensation from BauWatch for the damage suffered, except for the portion of the damage not covered by its insurer and which qualifies for compensation by BauWatch in accordance with these Terms and Conditions.
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 in order to bring BauWatch's performance into line with the Agreement;
 - (ii) the reasonable costs incurred in determining the cause and extent of the damage; and
 - (iii) the reasonable costs incurred in preventing, repairing and/or limiting the damage, insofar as these costs have actually led to the prevention, repair and/or limitation thereof. Thus, only direct damage is eligible for compensation, and BauWatch is in no case obliged to compensate for indirect or consequential damage, such as (but not limited to): lost profits, losses suffered and business interruption.
3. The aforementioned limitations of liability do not apply if the damage is the result of intent or deliberate recklessness on the part of BauWatch or its managerial subordinates.

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4. BauWatch shall in no event be liable for damage if the damage is the result of the following events:
 - Force majeure or hardship within the meaning of Article 8 of these Terms and Conditions;
 - The collapse and/or breakage of (parts of) a Product as a result of strong winds (wind force 8 or higher), except in the event that this is due to improper installation of the Product by BauWatch;
 - A manufacturing defect in the Product that could not be detected / determined by BauWatch during normal and proper inspection and installation of the Product;
 - The damage was caused by or is attributable to the Customer or third parties (including, but not limited to, malicious intent or gross negligence on the part of the Customer or third parties);
 - Failure to properly store attractive goods and smaller and movable materials or tools and/or failure to take the necessary precautions in that regard;
 - The Customer has made changes to or carried out work on the Product or Service supplied by BauWatch without prior consultation with and approval from BauWatch; or
 - The Customer has not followed, or has not fully or 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 has not provided important (new) information (e.g. changes concerning the location where the Products were installed) to BauWatch (in a timely manner); or
 - Damage resulting from the possible late provision of the Product and/or the Service.
5. The Customer fully indemnifies BauWatch and its employees/staff against all claims from third parties arising from or in connection with any act or omission on the part of the Customer in the performance of the Agreement.
4. To the extent that BauWatch processes Personal Data under the Agreement on behalf of the Customer, BauWatch shall qualify as a 'processor' and the Customer as the 'controller' within the meaning of the GDPR, and Articles 12.4 through 12.12 shall constitute a data processing agreement within the meaning of Article 28 GDPR. The data processing agreement in these Articles shall not apply to any Processing if and to the extent that the Parties have concluded a separate data processing agreement with respect 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, camera images will be deleted by BauWatch after a maximum of 28 days. 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 are in accordance with applicable legislation, including but not limited to the GDPR, camera legislation and labour 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.
 - 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 will:
 - 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 will inform the Customer of such an obligation prior to Processing, unless this is not permitted under applicable law;
 - inform the Customer at the moment that BauWatch considers the Customer's written instructions to be in violation of the GDPR;
 - endeavour to ensure the reliability of its personnel who have access to the Personal Data and to ensure that such personnel are either bound by confidentiality or have an appropriate legal confidentiality obligation;
 - taking into account the nature of the Processing, assist the Customer at its request in complying with its obligations under the GDPR (including handling access requests, conducting data protection impact assessments (DPIAs) and consulting with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this 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 Processing.

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 and the Belgian implementing legislation, including the Act of 30 July 2018 on the protection of natural persons with regard to the Processing of Personal Data. The Customer shall demonstrate compliance with the relevant laws and regulations at BauWatch's first request.
2. BauWatch's privacy statement 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 by third parties, including persons whose Personal Data has been registered or processed, against BauWatch arising from the fact that the Customer has failed to comply with laws and/or regulations relating to the Processing of Personal Data.

1. BauWatch processes Personal Data under the Agreement on behalf of the Customer, BauWatch shall qualify as a 'processor' and the Customer as the 'controller' within the meaning of the GDPR, and Articles 12.4 through 12.12 shall constitute a data processing agreement within the meaning of Article 28 GDPR. The data processing agreement in these Articles shall not apply to any Processing if and to the extent that the Parties have concluded a separate data processing agreement with respect to that Processing.
2. BauWatch only processes Personal Data to the extent necessary for the performance of the Agreement.
3. 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, camera images will be deleted by BauWatch after a maximum of 28 days. At the Customer's request, BauWatch will provide the processed Personal Data to the Customer.
4. Customer:
 - guarantees that its instructions to BauWatch for the Processing of Personal Data are in accordance with applicable legislation, including but not limited to the GDPR, camera legislation and labour 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.
 - 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.
5. BauWatch will:
 - 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 will inform the Customer of such an obligation prior to Processing, unless this is not permitted under applicable law;
 - inform the Customer at the moment that BauWatch considers the Customer's written instructions to be in violation of the GDPR;
 - endeavour to ensure the reliability of its personnel who have access to the Personal Data and to ensure that such personnel are either bound by confidentiality or have an appropriate legal confidentiality obligation;
 - taking into account the nature of the Processing, assist the Customer at its request in complying with its obligations under the GDPR (including handling access requests, conducting data protection impact assessments (DPIAs) and consulting with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this context shall be borne by the Customer.
 - 6. BauWatch guarantees that the TOMs are suitable for the Customer's specific business and its written instructions regarding Processing.

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10. BauWatch will report data breaches relating to Personal Data to the Customer without undue delay after BauWatch has discovered the data breach and will 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 subprocesser process Personal Data, the Customer shall have the right, upon payment of the agreed termination fee and subject to a notice period of thirty (30) calendar days, to terminate the Agreement, but solely with respect to those Products or Services that cannot be provided without the new subprocesser. The subprocessors engaged by BauWatch are listed in Annex 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 required by applicable law.
13. At the Customer's reasonable request and against reimbursement of reasonable costs by the Customer, BauWatch will:
 - a. provide the Customer with evidence demonstrating that BauWatch complies with the obligations under this processing agreement; and
 - b. to cooperate with and permit audits, including inspections, conducted by or on behalf of the Customer, provided that a reasonable notice period is observed and that appropriate arrangements are made regarding confidentiality.

Article 13: Miscellaneous

1. BauWatch has the right to transfer ownership of the (rented) Product and/or its rights and obligations under the Agreement (in whole or in part) to a third party, without the prior and express consent of the Customer being required.
2. The Customer may not transfer the Agreement in whole or in part unless it has obtained the express prior written consent of BauWatch, which shall not be required to give reasons for any refusal. In that case, BauWatch shall always be entitled to demand that a new Quotation or Agreement be drawn up in accordance with the prices applicable at that time.
3. If several persons have committed themselves as Customers under the Agreement, they shall always be jointly and severally liable to BauWatch for all obligations arising from the Agreement.
4. The Customer cannot invoke a right of retention against BauWatch.

5. The Parties are obliged to maintain confidentiality regarding all information they obtain from each other in the context of the performance of the Agreement and of which they know or should reasonably know the confidential nature (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 termination on behalf of the other Party.
6. 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.
7. The Customer is obliged to comply with the BauWatch Business Partner Code of Ethics, as published on <https://www.bauwatch.com/nl-be/compliance>, 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 them. The Customer is not permitted to make these available to third parties, reproduce them or use them for purposes 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. Belgian law applies exclusively between the Customer and BauWatch.
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 arising out of or in connection with the Agreement shall be exclusively resolved by the court of the district in which the registered office of BauWatch is located, without prejudice to BauWatch's right to summon the Customer before any court competent under the applicable law, provided that such right does not extend to the Customer, and the Customer must, in any event, bring any claim before the court of the district in which the registered office of BauWatch is located.

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Article 16: Amendments and additions

1. Amendments or deviations from this Agreement or the Terms and Conditions shall only be valid and binding if they have been expressly agreed in writing between BauWatch and the Customer. Neither party shall be able to invoke a tacit or verbal deviation from this Agreement or the Terms and Conditions.

Article 17: Hierarchy

1. In the event of any conflict between the Quotation, the Agreement and the Terms and Conditions, the provisions of the Quotation and the Agreement shall prevail over the Terms and Conditions.
2. If the Customer, in its acceptance or in any other correspondence related to the Quotation / Agreement, refers to general terms and conditions other than these Terms and Conditions, their applicability shall be entirely and expressly excluded, it being understood that only these Terms and Conditions shall apply to the Agreement and, more generally, to the legal relationship between BauWatch and the Customer.

Article 18: Validity of provisions

1. Each provision of this Agreement and the Terms and Conditions is severable and distinct from the others, and if at any time one or more provisions are or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
2. In the event of such invalidity, illegality or unenforceability, BauWatch and the Customer shall negotiate in good faith with a view to reaching an agreement on the replacement of the provision in question with a provision that is valid, legal and enforceable and that, to the extent possible, is in accordance with the intention and purpose of the Agreement or the Terms and Conditions and whose economic effect is as close as possible to that of the provision to be replaced.

Article 19: Miscellaneous

1. No failure or delay in the exercise of any right, power, or remedy under the Agreement or the Terms and Conditions, nor any separate or partial exercise by BauWatch of any right, power, or remedy, shall be construed as a waiver thereof.

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Part B): Special provisions for the Rental of Products

Article 20: Applicability

1. This section of the Terms and Conditions contains specific provisions regarding the Rental of Products.
2. The other sections 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 section of the Terms and Conditions, in which case the specific provisions contained in this section of the Terms and Conditions shall prevail.
3. If, in addition to renting one or more Products from BauWatch, the Customer also purchases related Services from BauWatch, the provisions of section C) of these Terms and Conditions shall apply in addition to the provisions of this section B).

Article 21: Term of the Agreement

1. The rental agreement is concluded for the duration specified in the Agreement or, in the absence thereof, in the Quotation. If the Agreement is concluded for a fixed term, it may not be terminated prematurely by the Customer, except as otherwise provided in the Agreement / Quotation or in the cases set out in the Terms and Conditions. If the Agreement has been entered into for an indefinite period, it may be terminated by the Customer at any time (by registered letter with acknowledgement of receipt), subject to a notice period of five (5) working days.
2. If the Agreement was concluded for a fixed term and the Customer has not terminated the Agreement by registered letter addressed to BauWatch at least five (5) working days prior to the end of such fixed term, the Agreement shall, upon expiry of the fixed term, be converted into an agreement for an indefinite term (which may be terminated by the Customer in accordance with Article 21.1, paragraph 3).
3. BauWatch is entitled to terminate the Agreement – regardless of whether it is an Agreement for a fixed or indefinite term – at any time and without giving reasons (by registered letter with acknowledgement of receipt), subject to a notice period of five (5) working days, without any compensation being due from BauWatch as a result of this decision.
4. At the end of the Agreement, BauWatch shall, in consultation with the Customer, promptly arrange for the removal of the rented Products within a reasonable period. If the Customer decides to remove the Products (in whole or in part) itself without prior coordination with BauWatch, this shall be entirely at the Customer's own cost and risk.

Article 22: Ownership

1. The rented Products shall 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, or bankruptcy of the Customer, the Customer shall inform BauWatch in writing within 24 hours and 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 23: Delivery and inspection

1. The rented Product will be delivered to the Customer at the location specified in the Quotation/Agreement. The Contractor must ensure that the location is normally accessible by BauWatch's means of transport (i.e. the location must be accessible to a lorry of at least 16 tonnes (with crane). The costs associated with the delivery and installation of the rented Product shall be borne in full by the Customer, unless otherwise specified in the Agreement/ Quotation.
2. If no one is present to take delivery of the rented Product on behalf of the Customer upon delivery, or if the location is difficult or impossible to access, BauWatch has the right to decide not to deliver the Product, without prejudice to the Customer's obligation to pay the Price if the Quotation/Agreement stipulates that the Price is payable upon delivery of the Product. In that case, the Customer shall indemnify BauWatch in full for the transport costs incurred and any subsequent costs. Agreement stipulates that the Price is payable from the moment of delivery of the Product. In that case, the Customer shall fully indemnify BauWatch for the transport costs incurred and any subsequent transport costs incurred in order to deliver the Product to the Customer.
If BauWatch decides to deliver the Product despite no one being present on behalf of the Customer to receive it, the quantities noted by BauWatch's representatives and the description of the condition of the rented Product at the time of delivery shall be binding.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to fulfil its obligations shall be charged in full to the Customer if they result in additional costs, except in cases where these waiting times/delays are attributable to BauWatch.
4. BauWatch shall always have the right to deliver the Products selected by the Customer in parts, without such a decision giving rise to any obligation on the part of BauWatch to pay compensation.
5. The Customer shall inspect the rented Product immediately upon delivery and record any visible defects in a delivery report to be signed by or on behalf of the Parties. Unless defects are listed in the delivery report, or except in the case that visible defects are reported in accordance with Article 10.1 of these Terms and Conditions, the rented Product shall be deemed to have been delivered in conformity and accepted by the Customer as being in good maintenance and proper working order.

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Article 24: Installation conditions

- 1 To the extent the Parties have agreed that BauWatch shall install, assemble, commission or decommission, dismantle, and/or disassemble the Product, the installation terms set out in this Article shall apply, as well as any additional installation terms specified in the Agreement or Quotation. In the event of a conflict, the installation terms in the Agreement or Quotation shall take precedence over the installation terms set out in this Article.
Any relocation or removal of the Product by the Customer itself is not permitted, on the understanding that if the Customer does so (in whole or in part), this will be at its sole expense, responsibility and risk.
2. The Customer is responsible for obtaining any necessary permits, authorisations and/or exemptions in connection with the installation and use of the Products.
3. The Customer must also notify BauWatch in advance of the location – as well as all relevant details in that regard that are necessary for the proper execution of the order(s) (such as, but not limited to, the location of underground cables and pipes) – where the Products are to be installed in writing (whether or not by e-mail) to BauWatch, in order to enable BauWatch to organise the installation in a proper and efficient manner. In this regard, the Customer undertakes to submit a KLIP (the Flemish Cable and Pipeline Information Portal) notification of the location of underground cables and pipes before commencing work on the placement of the rented Product.
4. The Customer shall also promptly notify BauWatch of any changes regarding the location where the Products are to be or have been installed that may impact the agreed arrangements under the Agreement (such as, but not limited to, a wall or building erected near a camera mast that limits the detection range of the relevant camera mast), it being understood that (i) the Customer shall invite BauWatch to visit the location together to determine which changes are required under the Agreement regarding the Products and Services (e.g., relocating or raising the camera mast) in order to ensure proper security of the location at all times, and (ii) if BauWatch is not notified in a timely manner, BauWatch cannot be held liable for any resulting damage.
5. The Customer shall fully indemnify BauWatch against any claims from third parties (e.g. regarding nuisance to neighbours as referred to in Article 3.101 of the Civil Code) and/or costs incurred/damage suffered by BauWatch in connection with or resulting from the Customer's failure to properly fulfil its obligations under this Article 24.
6. With the exception of BauWatch's power-free Products, the location where the Products are to be placed/installed must be equipped (within a radius of no more than 25 metres from the desired location where the Products are to be placed) with a (minimum 230v) power connection.
7. Unless otherwise agreed in writing, the following are not included in BauWatch's obligations and are not included in the Price:
 - a. assistance in moving materials on site or preparing the site to enable the installation (or dismantling) of the rented Product;
 - b. costs associated with the delivery, installation, removal and collection of the rented Product;
 - c. the supply of fuels and auxiliary materials, such as electricity, water and lighting, necessary for the installation (or dismantling) of the rented Product..

8. The Customer must ensure that the location where the Products are to be installed is suitable, clear and accessible for installation, and must provide a flat, solid, dry and paved surface with sufficient space for the installation of the Products.
9. As part of the assignment, BauWatch will also install a BauWatch banner during installation, on the understanding that the installation of other signage and pictograms (clearly indicating that the location in question is secured and filmed) is the sole responsibility of the Customer.

Article 25: Additional provisions for the use of camera units

1. Camera units may not be moved or removed without the prior written consent of BauWatch.
2. The Customer acknowledges that camera units must be reset by BauWatch after relocation and/or any changes to the detection area.
3. The costs of BauWatch moving and/or resetting the detection area of camera units shall be borne by the Customer.
4. The Customer is obliged to comply with its legal obligations regarding camera surveillance as a user of the Products and Services, such as in particular (but not limited to) the mandatory formalities for the controller of a surveillance camera system (on the understanding that the Customer is to be regarded as the controller) in accordance with the GDPR, the camera legislation and its implementing decrees and any other applicable regulations, in particular (but not limited to):
 - The timely notification of the surveillance camera system via www.aangiftecamera.be; and
 - The placement of the necessary pictograms indicating that camera surveillance is in operation;
5. In the event of non-compliance by the Customer with its obligations imposed by the applicable regulations on camera surveillance and alarm systems, the Customer shall be obliged to fully indemnify BauWatch for any damage suffered by BauWatch as a result.

Article 26: Obligations of the Customer

1. The Customer shall take care of the rented Product as a normal, prudent and careful person and shall only use the Product in accordance with the purpose given to it by BauWatch and the instructions and/or directions of BauWatch.
2. The Customer shall not independently move (or remove) the rented Product (in whole or in part) and shall not use it outside the location specified in the Quotation/Agreement, except with the prior express written consent of BauWatch (which consent may be refused at any time without justification).

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3. Unless BauWatch has given its prior express written consent (which consent may be refused at any time without justification), the Customer is not permitted to sublet or otherwise make available the rented Products (in whole or in part) to third parties. Even if BauWatch agrees to the provision/subletting of the Products to third parties, the Customer and the third party concerned shall be jointly and severally liable to BauWatch for the fulfilment of all obligations arising from the Agreement (including these Terms and Conditions). If the Customer makes the Products available/sublets them to third parties without BauWatch's permission, this is entirely and exclusively at the Customer's responsibility, expense and risk.
4. The Customer undertakes to pay in full all charges, taxes and fines arising from the use of the rented Product.

Article 27: Inspection, risk, maintenance and repair

1. The Customer undertakes to make the rented Product available for inspection, review, replacement, repair or maintenance at BauWatch's first request. In this context, the Customer gives BauWatch permission in advance to enter the Customer's buildings and premises.
2. From the moment of delivery, the risk of the Product shall be borne by the Customer. The Customer shall be liable for all damage, however named and however caused, inflicted on or arising from the Product, regardless of whether this is the result of fault on the part of the Customer or third parties.
3. If the cause for the repair, restoration or maintenance of the Product is attributable to the Customer (for example, due to use contrary to any instructions for use provided, the nature of the Product and/or what is considered to be normal use, as well as damage, improper repair or maintenance of the Product by the Customer or third parties), all costs related to this shall be borne in full by the Customer.

Article 28: Insurance

1. The Customer shall, at its own expense, adequately insure the rented Product (also in the event that associated Services are purchased from BauWatch in accordance with Part C of these Terms and Conditions) 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 receive on behalf of BauWatch all insurance payments that may be paid out under an insurance agreement in this regard and to grant discharge for these payments.
4. In the event of (imminent) theft, destruction or damage to the Product, the Customer shall immediately notify BauWatch in writing.

Article 29: 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 has or may have to claim from BauWatch.
2. Notwithstanding the existence of this Agreement, the Customer shall surrender the rented Product 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 claim, the Agreement shall be terminated by operation of law with immediate effect. Delivery as referred to above must take place at the offices of the third party or at a location designated by that third party.
3. If the situation described in paragraph 2 arises and the third party wishes to continue leasing the Product to the Customer, the Customer undertakes to conclude an agreement with the third party at the third party's first request for the remaining term of the Agreement concluded between BauWatch and the Customer, under the same conditions.
4. The third-party clause included in paragraphs 1 to 3 above cannot be revoked by either the Customer or BauWatch.

Article 30: Return of the rented Product

1. At the end of the rental period, the Products must be delivered by the Customer to BauWatch in good condition (and as described in the delivery report, cf. Article 23.5 of these Terms and Conditions), sorted and ready for transport, at the Customer's location where the Products were delivered (and installed). 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.
3. After being returned to BauWatch, the rented Product will be checked on the basis of the delivery report as provided for in Article 23.5 of these Terms and Conditions. The Customer is liable for all damage to and loss of the rented Product occurring during the rental period, regardless of whether the Customer is at fault. The compensation owed by the Customer in this regard will be deducted from any deposit and the balance (if applicable) will be charged in full 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 Product within five (5) working days. Failing this, the Customer will be obliged to reimburse BauWatch for the new value of the rented Product.

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Part C): Special provisions for the Provision of Services

Article 31: Applicability

1. This part of the Terms and Conditions contains specific provisions regarding the provision of Services.
2. The other sections 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 section of the Terms and Conditions, in which case the specific provisions contained in this section of the Terms and Conditions shall prevail.

Article 32: Services in general

1. The provision of the Services by BauWatch constitutes an obligation of best efforts (and not an obligation of result), so that BauWatch cannot guarantee the achievement of any specific outcome. BauWatch provides no warranties, including, without limitation, regarding the prevention of burglaries, fires, specific incidents, and losses and/or damages to the Customer or third parties.
2. The Services shall be performed by BauWatch as further specified in the Agreement and - where applicable - the conditions and terms forming part thereof. BauWatch shall not be obliged to follow any other instructions from the Customer than those included in the Agreement.
3. If the Customer exclusively purchases Services from BauWatch - without combining this with the rental of Products from BauWatch - the same principles regarding the duration of the Service period as set out in Article 21 of these Terms and Conditions shall apply.

Article 33: Alarm Receiving Center

1. The Alarm Receiving Center consists of BauWatch taking action in response to a detection report from the Customer's alarm system or the alarm system rented from BauWatch by the Customer, from which the BauWatch alarm receiving center has concluded that there is an undesirable situation, in response to which BauWatch will contact the contact person and/or (government) authority specified by the Customer, all as further specified in the Agreement. The Alarm Receiving Center only has a signalling function and does not provide the Customer with 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, the Alarm Receiving Center shall 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 been terminated.
4. BauWatch cannot be held responsible for the poor quality of camera images and/or other signals if the quality was affected by external circumstances beyond BauWatch's control. This includes, among other things, the quality of the connection between the Customer's or the Product's alarm system and the alarm receiving center where the signals are received, as well as poor atmospheric conditions and lighting at the object to be monitored. The accuracy and completeness of the observations cannot be guaranteed by BauWatch.

Article 34: 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 (i.e. the Product), BauWatch will, in accordance with the Customer's instructions, have a security guard/security officer investigate the cause of the alarm signal/report on site. 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 service, which the Customer expressly acknowledges and accepts.
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, BauWatch will handle the emergency on behalf of the Customer to the best of its knowledge and belief. Any costs incurred by BauWatch or third parties engaged by it in this regard will be charged by BauWatch to the Customer.
4. The checks or visits by the security guard/guardian of the site concerned 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 investigate another object urgently or to assist another security guard, which may delay, interrupt or skip the inspection of the Customer's object. 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 responsible for reporting 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 to 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.

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Part D): Special provisions for the Sale of Products

Article 35: Applicability

1. This part of the Terms and Conditions contains specific provisions regarding the sale of Products.
2. The other sections 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 section of the Terms and Conditions, in which case the specific provisions contained in this section of the Terms and Conditions shall prevail.

Article 36: 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, and on the understanding that the burden of proof regarding any non-conformity lies with the Customer. If the Customer reports and demonstrates a defect in accordance with Article 10, and the defect in question is covered by the warranty described in this article, BauWatch undertakes to repair the defect at its own expense within a reasonable period of time. If repair of the defect (within a reasonable period of time) is not possible, BauWatch will refund the Price and compensate the Customer for the direct damage suffered as a result (within the limits of Article 11 of these Terms and Conditions).
2. The following are excluded from this warranty:
 - damage occurring at a time when the Products have already been sold, processed or transformed by the Customer;
 - damage resulting from misuse, including but not limited to failure to use the Product for its intended purpose or in accordance with the instructions/guidelines for correct use and maintenance;
 - damage attributable to incorrect actions or omissions on the part of the Customer or a third party;
 - damage resulting from force majeure as defined in Article 8 of these Terms and Conditions;
 - 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. The Customer is not entitled to suspend its payment obligations to BauWatch in the event of an alleged defect, nor is the Customer entitled to any reduction in the Price in such a case. The non-performance exception (Article 5.98 of the Civil Code) and the right to a price reduction (Article 5.97 of the Civil Code) are therefore expressly excluded on the part of the Customer.

5. In the event of a valid warranty claim, BauWatch has the choice of replacing the Product that has proved to be defective free of charge, either repairing it or granting the Customer a discount on the purchase price.
6. Insofar as the above provisions conflict with mandatory provisions of applicable Belgian law, in particular Articles 1644, 1645 and 1646 of the Old Civil Code, these mandatory provisions shall take precedence over the provisions in these Terms and Conditions.

Article 37: Risk and retention of title

1. From the moment of delivery of a Product, the Customer bears the full risk of damage or loss of a Product, without any possibility of recourse against BauWatch.
2. The Products sold remain the property of BauWatch, even after delivery, until the Customer has paid BauWatch in full all amounts owed under the Agreement, the Quotation and/or these Terms and Conditions (such as, but not limited to, the Price, any costs incurred by BauWatch that may be charged to the Customer in accordance with the Agreement / the Quotation / these Terms and Conditions).
3. As long as the aforementioned amounts owed by the Customer 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, process, pledge or grant any rights to third parties in relation to the Products. In the event of non-compliance with this, the Customer shall fully indemnify BauWatch for any damage (both direct and indirect) suffered by BauWatch, without prejudice to the aforementioned retention of title.
5. The Customer is obliged to store the Products delivered under retention of title carefully and as recognisable property of BauWatch.

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

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

Category of data subjects	Category of data	Nature of processing activities
Unauthorised/unwanted intruder on the secured site	Camera images and any reports of criminal offences	<ul style="list-style-type: none">• Securing the premises• Facilitation of alarm response• Facilitation of prosecution
Personnel carrying out work on the premises	Camera images	<ul style="list-style-type: none">• Securing the premises
Third parties/visitors present on the premises	Camera images	<ul style="list-style-type: none">• Site security
Authorised users of MyBauWatch	Customer contact details Login and password details	<ul style="list-style-type: none">• Facilitating access to use of the services

Business purposes and legal bases

The processing of surveillance data is based on the legitimate interests of the Customer (Art. 6 1. (f) GDPR) for the purpose of securing the monitored area against theft or violent destruction.

Depending on the ordered security solution, the processing of surveillance data may take place on the basis of the protection of the vital interests of the Customer and the Customer's employees and/or subcontractors (Art. 6(1)(d) GDPR) for monitoring compliance with safety instructions in the monitored area.

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

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

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

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Appendix 2): Sub-processors

Sub-processor	Location Processing	Description
Porteyes N.V. / S.A.	Belgium	Provision of monitoring services
C-24 B.V. / S.R.L.	The Netherlands	Providing monitoring services