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Section A): General

Article 1: Definitions

In these General Terms and Conditions, the following terms and any grammatical variations thereof shall have the meanings set out below:

Customer

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

Alarm Follow-up service

When BauWatch's ARC (Alarm Receiving Centre) receives notification that an alarm signal has been received from the Customer's alarm system, BauWatch will, at the Customer's request, arrange for an on-site inspection to investigate the cause of the alarm.

GDPR

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

BauWatch

BauWatch Austria GmbH, Traungasse 14, 4th floor, 1030 Vienna, registered in the commercial register of the Vienna Commercial Court under number 595536p.

Special Category Data

As defined in Article 9 of the General Data Protection Regulation.

Services

All work that BauWatch performs or has performed for the benefit of the Customer under the contract, including the Alarm Receiving Centre (ARC)/Control Room services and the Alarm Follow-up Service.

Rental

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

Alarm Receiving Centre (ARC)

Measures taken by the BauWatch ARC in response to a detection notification from the Customer's alarm system (owned by the Customer or rented from BauWatch) from which the ARC has concluded that an undesirable situation exists, such measures consisting of contacting the contact person and/or (government) authority specified by the Customer, all as further set out in the contract.

Agreement

The agreement(s) concluded between BauWatch and the Customer for the delivery of products and/or services by BauWatch.

Personal data

As defined in Article 4 of the General Data Protection Regulation.

Party(ies)

The Customer and BauWatch (each individually a party and collectively parties).

Product

All items used, provided, sold or rented by BauWatch within the scope of the contract, including hardware and materials such as camera masts.

TOMs

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

Processing

The processing of Personal data within the meaning of Article 4 GDPR.

Terms

These General Terms and Conditions of BauWatch.

Article 2: Applicability

1. These Terms apply to all information requests, requests for quotations and offers by BauWatch and their acceptance, as well as to all contracts concluded with BauWatch.
2. If the Customer refers to other general terms and conditions in their order or other correspondence in connection with the contract, their applicability is expressly rejected, even if they 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. By entering into a contract with the application of these Terms, the Customer agrees to the applicability of the Terms to all contracts between the Customer and BauWatch, to the exclusion of all other general terms and conditions (whether declared applicable or not).
4. In the event of a conflict between the contract and the Terms, the provisions of the contract shall take precedence over the provisions of the Terms.

Article 3: Offer and conclusion of contract

1. BauWatch's offers are entirely non-binding and do not bind BauWatch in any way, unless expressly and unambiguously stated otherwise in the offer itself. Any binding offer made by BauWatch is valid for 30 calendar days from the date of its publication.
2. The acceptance of a binding offer from BauWatch by the Customer is considered irrevocable. The acceptance of a non-binding offer from BauWatch by the Customer shall be deemed to be a proposal by the Customer to conclude a contract. Any offer by the Customer to conclude a contract shall be binding on the Customer and valid for 30 calendar days from the date of its issue, unless expressly and unambiguously stated otherwise.
3. A contract is concluded either (i) as soon as the Customer has accepted BauWatch's offer, provided that this offer has expressly and unambiguously indicated its binding nature, or (ii) in all other cases, as soon as BauWatch has confirmed the Customer's proposal to conclude a contract in writing. By concluding a contract, the Customer acknowledges that they have read, understood and accepted the Terms.
4. BauWatch is not bound by any deviations or reservations contained in the Customer's acceptance of BauWatch's offer, unless BauWatch has notified the Customer in writing that BauWatch agrees to these deviations or reservations.
5. BauWatch has the right to reject enquiries and/or offers from the Customer without giving reasons.

Article 4: Changes and deviations

1. Amendments or additions to the contract to be concluded or concluded, as well as deviations from (parts of) the Terms, are only binding if they have been expressly agreed in writing between the Parties.
2. The content of the contract and the scope of the obligations are determined exclusively by the contract and the provisions of the Terms. Additional agreements, commitments or communications made or given by BauWatch employees or on behalf of BauWatch by other persons acting as representatives are only binding on BauWatch if these agreements, commitments or communications are confirmed in writing by the authorised managing directors of BauWatch or by persons who have been authorised in writing by them for this purpose.
3. BauWatch is entitled to carry out the Services at its own discretion, either itself or by commissioning third parties and/or by renting items from third parties.
4. BauWatch is entitled to deliver products and/or services that deviate from the description, provided that these deviations do not impair the legitimate requirements for usability, performance and/or quality. Only where the Customer demonstrates that the products and/or services deviate from the contract and/or from the descriptions, designs, drawings or samples provided by BauWatch to such an extent that performance can no longer reasonably be required of the Customer, shall the Customer be entitled, after written notice of default and expiry of the period specified therein, to terminate the contract. Under no circumstances shall BauWatch be liable for any damages.

Article 5: Delivery and execution period

1. BauWatch will endeavour to meet agreed (delivery) dates. Deadlines specified by BauWatch are estimates and are not binding on BauWatch. An agreed delivery time is not a deadline, unless the Parties have expressly agreed otherwise. BauWatch is entitled at any time to postpone a date for the work to be carried out by BauWatch if, in BauWatch's opinion, the circumstances justify this.
2. In the event of late delivery, completion or performance, or if a deadline is exceeded, the Customer must send BauWatch a written reminder and set BauWatch a reasonable grace period in the reminder, which in any case may not be less than three working days from receipt of the reminder by BauWatch. The period shall be extended by the period during which the Customer itself, whether culpably or through no fault of its own, fails to fulfil its obligations in full. Only if BauWatch still fails to deliver on time after the expiry of the grace period set in the reminder shall the Customer be entitled to terminate the contract for the part not yet fulfilled. BauWatch shall under no circumstances be liable for any damages.
3. The deadlines specified in this article shall be extended by the period during which BauWatch is prevented from fulfilling its obligations due to force majeure.

Article 6: Prices and additional services

1. The prices stated in the offer and/or contract are exclusive of VAT, import and export duties and other taxes, levies and fees.
2. Prices are based on the type and scope of the products and/or services as specified in the offer and/or contract. In the event of permissible deviations from these, BauWatch is entitled to adjust the prices at its reasonable discretion.
3. If cost increases occur during the term of the contract, including due to changes in wages and other working conditions, wage supplements, increases in ancillary wage costs, increases in expense allowances, increases in direct or indirect (external) costs, increases in supplier prices, BauWatch shall be entitled to increase the price agreed with the Customer on an interim basis. BauWatch is also entitled to index agreed prices once a year on 1 January on the basis of changes in the monthly price index figure in accordance with the consumer price index (CPI) Total Basket (2020 = 100) by multiplying the price applicable at the time of adjustment by a fraction whose numerator is the annual price index applicable for the last calendar year and whose denominator is the annual price index applicable for the calendar year preceding the last calendar year.
4. Additional services are services provided by BauWatch that go beyond what the Parties have agreed in the contract. BauWatch is entitled to charge separately for additional services provided if BauWatch has notified the Customer in good time in advance of the resulting price increase or if the Customer could have recognised the resulting price increase themselves.

Article 7: Payment

1. All payments shall be made without discount or set-off to an account to be specified by BauWatch in the invoice.
2. Payment must be made within 14 calendar days of the invoice date. After this period, the Customer is in default. In this case, the Customer owes interest at the statutory commercial default interest rate from the due date until the date of full payment, calculated on the unpaid amount. This interest is due immediately and without further reminder.
3. BauWatch is entitled to demand advance payment and/or security from the Customer before and during the performance of the contract. If the Customer fails to comply with this, they shall be in default.
4. In all cases where BauWatch sends the Customer a reminder, or in the event of proceedings against the Customer to enforce compliance with the contract, the Customer shall be obliged to pay BauWatch all court and out-of-court costs incurred, with a minimum amount of €500 excluding VAT.
5. Payments made by the Customer shall first be used to settle the interest and costs due (including extrajudicial (collection) costs) and then the longest outstanding invoices, even if the Customer states that the payment relates to a later invoice.

Article 8: Force majeure

1. BauWatch shall be entitled to suspend the fulfilment of its contractual obligations if BauWatch is temporarily prevented from fulfilling its contractual obligations towards the Customer due to force majeure.
2. Force majeure within the meaning of these Terms shall include all circumstances beyond BauWatch's control, whether foreseeable or unforeseeable, which prevent or seriously impede the fulfilment of the contract in whole or in part, temporarily or otherwise, including but not limited to war, threat of war, unrest, riots, acts of war, fire, flood damage, storms, natural disasters, strikes, sit-ins, lockouts, import and export restrictions, government measures, defects or malfunctions of machines and/or (computer) software and/or networks and connections used, including as a result of hacking, power failure, transport problems, material and/or personnel shortages, delays or non-performance by suppliers and/or subcontractors of BauWatch, loss, theft or loss of material and/or data.
3. If the suspension of the performance of the contract due to force majeure has lasted longer than two 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 is not obliged to pay compensation to the Customer if BauWatch was unable to fulfil its obligations properly or on time due to force majeure and/or if the contract is terminated.

Article 9: Suspension of Services or termination of the contract

1. BauWatch is entitled to temporarily suspend the provision of the Services and/or terminate the contract without prior warning if:
 - i) the Customer fails to fulfil one or more obligations under the contract; or
 - ii) the Customer is declared insolvent, files for or applies for bankruptcy, applies for a (provisional) moratorium on payments, or loses control over its assets or parts thereof through seizure, receivership or other means, or the opening of insolvency proceedings against the Customer's assets is rejected due to lack of funds; or
 - iii) BauWatch becomes aware of circumstances that give rise to fears that the Customer will not fulfil their obligations.
2. If any of the situations described in paragraph 1 occur, all claims by BauWatch against the Customer shall become due immediately and in full, and the Customer shall be obliged to return BauWatch's property immediately. The Customer irrevocably authorises BauWatch to enter any location over which the Customer has control in order to take possession of BauWatch's Products. If the Products are in the possession of a third party, the Customer hereby irrevocably authorises this third party to hand over the Products to BauWatch.
3. BauWatch may terminate the contract at any time with 30 calendar days' notice without giving reasons and without BauWatch being liable for compensation.

Article 10: Complaints and complaint periods

1. The Customer must report visible defects or identified deficiencies to BauWatch in writing within seven calendar days of delivery.
 2. The Customer must report non-visible defects and/or damage to BauWatch in writing within seven calendar days of discovery, but no later than seven calendar days after the defect or damage should have been discovered.
 3. Complaints about invoices must be submitted to BauWatch in writing within fourteen calendar days of the invoice date.
 4. Failure to comply with one or more of the deadlines specified in the preceding paragraphs shall result in the loss of all rights and powers of the Customer with regard to any defects or complaints.
 5. Notwithstanding the provisions of this Article 10, the Customer is obliged to assert claims against BauWatch in court within one year of the date of notification of their respective complaint, otherwise all their rights and claims in this regard shall expire after this period.
5. In no event shall BauWatch be liable for damages resulting from the following events:
 - if the Customer has made changes to the product or service provided by BauWatch or carried out work on it; or
 - if the Customer has not followed the advice and/or instructions of BauWatch and/or third parties commissioned by BauWatch, or has not followed them completely and/or correctly; or
 - if the Customer has provided BauWatch with incorrect and/or incomplete information; or
 - in the event of inaccuracies or omissions in the transmission or forwarding of data by the Customer; or
 - for damage resulting from a possible delay in the availability of the product and/or service.
 6. The Customer fully indemnifies BauWatch and its employees against all third-party claims.

Article 11: Liability

1. BauWatch strives to provide the Customer with the best possible service. However, should something happen that results in damage to the Customer, BauWatch's liability, regardless of the underlying legal title, such as breach of contract, tort, enrichment (refund) or indemnification, shall be limited to the amount paid out by BauWatch's insurer. In the unlikely event that no payment is made, BauWatch's aforementioned liability is limited to EUR 10,000 per event and a maximum of EUR 25,000 per year.
2. Furthermore, BauWatch shall not be liable for any damages other than direct damages. Direct damages shall be understood to mean exclusively (i) the reasonable costs that the Customer would have to incur in order to bring BauWatch's performance into conformity with the contract; (ii) the reasonable costs incurred to determine the cause and extent of the damage referred to in (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to in (i), provided that these costs have actually led to its prevention or limitation. Direct damage expressly does not include (non-exhaustively): loss of profit, suffered losses and business interruption.
3. The above limitations of liability apply to all consequences arising from the same damaging event.
4. The aforementioned limitations of liability shall not apply if the damage is due to intent or deliberate gross negligence on the part of BauWatch or its executive employees.

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 within the scope of the contract, in particular the requirements under or in accordance with the GDPR. The Customer must prove to BauWatch upon first request that it complies with the relevant laws and regulations.
2. BauWatch's privacy policy applies to the Processing of Personal data by BauWatch. This privacy policy is published on the BauWatch website and is also made available to Customers in writing upon request.
3. The Customer indemnifies BauWatch against any (legal) claims by third parties against BauWatch, including persons whose Personal data has been registered or processed, arising from the fact that the Customer has not complied with laws and/or regulations in connection with the Processing of Personal data.
4. Insofar as BauWatch processes Personal data on behalf of the Customer within the scope of the contract, BauWatch is considered the "processor" and the Customer as the "controller" within the meaning of the GDPR, and Articles 12.4 to 12.12 shall be deemed to constitute a data processing agreement within the meaning of Article 28 of the GDPR. The data processing agreement in these paragraphs shall not apply to Processing if and to the extent that the Parties have concluded a separate data processing agreement in relation to such Processing.
5. BauWatch shall only process Personal data to the extent necessary for the performance of the contract.
6. The Personal data that BauWatch processes on behalf of the Customer is listed in Appendix 1 to the Terms. Unless otherwise agreed in the contract or in a separate processing agreement, the camera images will be deleted by BauWatch after 28 days at the latest. At the Customer's request, BauWatch will make the processed Personal data available to the Customer.

7. The Customer:
 - guarantees that its instructions to BauWatch for the Processing of Personal data are in accordance with applicable law;
 - is solely responsible for complying with the obligations under applicable laws and regulations incumbent on the Customer as the data controller, such as providing information that must be made available to data subjects in connection with the Processing in accordance with the GDPR.
 - The Customer shall indemnify BauWatch in respect of (i) all damages and (ii) fines imposed on the processor by supervisory authorities if the Customer fails to comply with any of its obligations under this paragraph or under applicable law.
 8. BauWatch shall:
 - process the Personal data exclusively for the Customer and under its responsibility for the fulfilment of its obligations under this Agreement and only in accordance with the Customer's written instructions, unless BauWatch is required to do so under applicable law. In this case, BauWatch shall inform the Customer of this obligation prior to Processing, unless this is not permitted under applicable law;
 - inform the Customer if BauWatch believes that the Customer's written instructions violate the GDPR;
 - endeavour to ensure the reliability of their employees who have access to Personal data and to ensure that these employees are either bound by confidentiality or subject to an appropriate statutory duty of confidentiality;
 - taking into account the nature of the Processing, assist the Customer at its request in fulfilling its obligations under the GDPR (including Processing requests for information, conducting data protection impact assessments (DPIA) and consulting with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this context shall be borne by the Customer.
 9. BauWatch shall ensure that the TOMs are appropriate for the Customer's specific business and its written instructions for Processing.
 10. BauWatch shall notify the Customer of any Personal data breaches without undue delay after BauWatch discovers the Personal data breach and shall assist the Customer to the extent reasonably necessary to address the Personal data breach in accordance with the GDPR. Unless BauWatch is required to do so by applicable law, BauWatch shall not inform the affected persons on its own initiative that their Personal data may be affected by the data breach, nor will it report the breach to the supervisory authority.
 11. The Customer grants BauWatch permission to engage subcontractors for Processing. If BauWatch decides to engage a new subcontractor, BauWatch will inform the Customer in good time in advance. In this case, the Customer has the right to object to the engagement of the new subcontractor. If BauWatch nevertheless decides to engage the new sub-processor to process Personal data, the Customer has the right to terminate the contract against payment of the agreed termination fee and with 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 commissioned by BauWatch are listed in Appendix 2.
 12. BauWatch does not process Personal data outside the European Economic Area ("EEA") and does not transfer it to an international organisation, except
 - a. with the prior written consent of the Customer and in accordance with the Customer's written instructions and conditions regarding the safeguards required under the GDPR for the relevant Processing outside the EEA; or
 - b. if required by applicable law.
 13. Upon reasonable request by the Customer and against reimbursement of reasonable costs incurred by BauWatch by the Customer, BauWatch will:
 - a. provide the Customer with evidence demonstrating that BauWatch is complying with its obligations under this data Processing agreement; and
 - b. cooperate with and permit audits, including inspections, conducted by or on behalf of the Customer, provided that they are reasonably announced and appropriate confidentiality agreements are in place.
- ### Article 13: Miscellaneous
1. BauWatch is entitled to transfer ownership of the (rented) Product and/or its rights and obligations under the contract to a third party. The Customer hereby agrees to such a transfer.
 2. If several (natural or legal) persons have committed themselves as Customers, they shall always be jointly and severally liable to BauWatch for all obligations arising from the contract.
 3. The Customer cannot invoke a right of retention against BauWatch.
 4. The Parties undertake to treat as confidential all information which they receive from the other Party in connection with the performance of the contract and which they know or should reasonably know to be confidential (such as offers from BauWatch, prices, etc.), provided that a breach of this provision due to an obligation arising from a statutory provision or a court ruling does not entitle the other Party to claim damages or terminate the contract.
 5. BauWatch is entitled to use the name, logo and a general description of the products and services provided by the Customer exclusively for its own marketing and reference purposes, including on its website, social media channels and in advertising materials. The use of complete case studies with interviews, image material (e.g. photos or videos) or detailed storytelling requires the prior approval of the Customer.
 6. The Customer is obliged to comply with the BauWatch Business Partner Code of Conduct, published at <https://www.bauwatch.com/de-at/compliance>, in connection with each Agreement.

Article 14: Copyright and intellectual property

1. The copyrights to the documents provided by BauWatch, such as manuals, drawings, descriptions, and to the hardware and software supplied by BauWatch, remain the property of BauWatch, regardless of whether they have been invoiced to the Customer or not. Without the written consent of BauWatch, the Customer is not permitted to make them available to third parties, reproduce them or use them for purposes other than the performance of the contract. The documents must be returned to BauWatch upon first request.
2. BauWatch excludes liability for damages resulting from the infringement of written or unwritten property rights of third parties in the documents delivered to the Customer.

Article 15: Applicable law and place of jurisdiction

1. Austrian law shall apply exclusively between the Customer and BauWatch.
2. The UN Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) shall not apply, nor shall any other international regulations whose exclusion is permissible.
3. The court with jurisdiction for Vienna I shall have jurisdiction for all disputes between the Customer and BauWatch, without prejudice to BauWatch's right to deviate from this jurisdiction clause and to summon the Customer before the court with jurisdiction under the law, and without prejudice to the right of appeal and cassation.

Section B): Special provisions for the Rental of products

Article 16: Applicability

1. This section of the Terms contains special provisions for the Rental of products.
2. The other sections of the Terms also apply to the Rental of products, unless the nature of a provision excludes this and/or there is a conflict with the provisions of this section of the Terms; in this case, the specific provisions contained in this section of the Terms take precedence.

Article 17: Term of contract

1. Unless otherwise agreed in writing, the Rental agreement shall be concluded for a fixed term, namely for the duration specified in the agreement or, in the absence thereof, for the duration specified in the offer. The Parties may not terminate a fixed-term agreement prematurely, except in the cases specified in Article 9.
2. The Rental period shall commence on the day on which the Rental object is made available to the Customer or, in the case of transport by BauWatch, delivered to the Customer in operational condition.
3. After the expiry of the fixed term, the Rental contract shall continue for an indefinite period, subject to termination in accordance with paragraph 4 or paragraph 5.
4. Unless otherwise agreed in writing, the Customer is entitled to terminate the contract by email to BauWatch at the end of the fixed term or, in the case of an indefinite contract, on any working day with five (5) working days' notice.
5. Upon termination of the contract, BauWatch shall immediately arrange for the removal of the rented products in consultation with the Customer.

Article 18: Ownership

1. The rented products remain the property of BauWatch at all times.
2. In the event of seizure or the exercise of a lien by a third party on all or part of the products, a provisional suspension of payments or bankruptcy of the Customer, the Customer shall immediately inform BauWatch and immediately notify BauWatch of the whereabouts of the products in question. The Customer shall also immediately inform the bailiff, pledgee, administrator or bankruptcy trustee of BauWatch's (property) rights and bear all reasonable costs incurred by BauWatch in defending its (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 BauWatch's standard means of transport and placement using standard means of transport. The costs associated with the delivery and removal of the rented item shall be borne by the Customer.
2. If no one is present at the time of delivery to receive the rented product, or if the location is unsuitable or impossible to reach, BauWatch is entitled not to deliver the product, without prejudice to its claim for payment of the Rental price. The Customer shall then also bear the transport costs incurred and any subsequent costs. If delivery is made and no one is present to accept it on behalf of the Customer, the records of the employee or service provider commissioned by BauWatch to make the delivery regarding the quantities and condition of the Rental product shall be binding.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to fulfil their obligations will be charged additionally if they result in additional costs.
4. BauWatch is entitled to make partial deliveries without being liable for damages or triggering a right of withdrawal.
5. The Customer is obliged to inspect the Rental item immediately after delivery and to record any defects in a delivery report to be signed by the Parties or on their behalf. Unless the Parties have agreed otherwise in writing, the Rental product shall be deemed to have been delivered in proper and functional condition and accepted by the Customer.

Article 20: Installation and assembly

1. If the Parties have agreed that BauWatch shall manufacture, assemble, commission, decommission and/or dismantle the product, the conditions for installation and assembly specified in this article and those specified in the contract or offer shall apply. The conditions for installation and assembly specified in the contract or offer shall take precedence over the conditions for installation and assembly specified in this article.
2. The Customer shall obtain the necessary permits and approvals and shall correctly inform BauWatch of the location of underground cables, pipes and other underground installations. The Customer shall indemnify BauWatch against any claims by third parties arising from the Customer's failure to fulfil these obligations.
3. Except for BauWatch's non-powered products, it must be possible to connect the product from the installation site to a 230-volt power supply with a cable length of 25 metres.

4. Unless otherwise agreed in writing, the following services are not part of BauWatch's obligations and are 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 execution of the work;
 - c. work necessary to restore parts of the products that have been soiled or damaged on the construction site, unless the soiling or damage was caused by BauWatch personnel.
5. The Customer shall ensure that the provisions described in this article are fulfilled in accordance with the requirements of the work in good time so that the installation work to be carried out by BauWatch is not delayed.
6. The Customer must provide a level, solid, dry and sufficiently load-bearing surface with sufficient space for the installation of the products.

Article 21: Additional provisions for the use of camera units

1. Camera units may not be moved from their position without the prior written consent of BauWatch.
2. The Customer acknowledges that the camera units must be reset by BauWatch after each change of location and/or each change to the detection area.
3. The costs for repositioning and/or resetting the detection range of camera units by BauWatch shall be borne by the Customer.

Article 22: Obligations of the Customer

1. The Customer is obliged to treat the rented product as a good tenant would and to use the product only for its intended purpose and in accordance with BauWatch's instructions.
2. The Customer undertakes to allow the rented product to be used only by persons who have the necessary expertise (for installing and using the rented product) and who follow the instructions provided by BauWatch.
3. The Customer may not move the rented product independently or use it outside the location specified in the order confirmation, unless BauWatch has given its prior written consent.
4. Without the prior written consent of BauWatch, the Customer is not permitted to rent the rented products to third parties or to use them for any other purpose.
5. The Customer undertakes to pay all fees, taxes and fines arising from the use of the rented product.

Article 23: Inspection, risk, maintenance and repair

1. The Customer undertakes to make the rented product available for inspection at BauWatch's first request. The Customer hereby grants BauWatch permission in advance to enter the Customer's buildings and premises for the purpose of inspecting, repairing or collecting the rented product.
2. The Customer bears the risk for the product from the moment of delivery. The Customer is liable for all damage, however named and however caused to the product, regardless of whether it is attributable to the fault of the Customer or third parties or to force majeure. BauWatch is not liable for damage caused by wind force 8 or higher, nor for damage to persons and/or objects in any form caused by the products being blown over and/or breaking (parts of them).
3. Technical defects and malfunctions of the product will be remedied 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 because the Customer has acted improperly or negligently, e.g. because they have used the product contrary to the instructions for use supplied, the nature of the product and/or common sense, as well as damage, improper repairs or maintenance of the product by the Customer or third parties, shall be at the Customer's expense.

Article 24: Insurance

1. The Customer shall, at their own expense, adequately insure the rented product in favour of BauWatch against the consequences of loss, destruction or damage on the basis of insurance terms and conditions to be approved by BauWatch.
2. The Customer is obliged to make the insurance policies and proof of premium payment available for inspection by BauWatch upon first request.
3. To the extent necessary, the Customer hereby irrevocably authorises BauWatch to receive and transfer on behalf of BauWatch all insurance benefits that may be provided under an insurance contract in this context.
4. In the event of imminent loss, destruction or damage to the product, the Customer must inform BauWatch immediately.

Article 25: Agreement in favour of third parties

1. The Customer declares that they are aware and, where necessary, agree that ownership of the rented product may be (or will be) transferred to a third party or that the product may be (or will be) pledged to a third party as security for the payment of all amounts that this third party is or may be entitled to claim from BauWatch.
2. Notwithstanding the existence of this contract, the Customer is obliged to deliver the rented product to the third party or to BauWatch upon first request if and as soon as the third party demands delivery of the rented product due to BauWatch's failure to fulfil its obligations to the third party. As a result of such a demand, this contract shall be terminated by operation of law with immediate effect. Delivery shall be made to the business premises of the third party or to a location specified by the third party.
3. If the situation described in paragraph 2 occurs 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 § 1120 ABGB (Austrian Civil Code).
5. The agreement in favour of third parties contained in paragraphs 1 to 4 above cannot be revoked by either the Customer or BauWatch.

Article 26: Return of the rented product

1. At the end of the Rental period, the products must be made available to BauWatch in good condition and freely accessible for removal. For self-monitoring purposes, the product must remain switched on until collection. If the products have not been made available for collection and loading, BauWatch may charge the Customer for the costs.
2. The Customer must ensure that someone is present when the products are returned. If no one is present at the time of collection, BauWatch may still take back the products. In the event of a dispute as to whether the rented products have been returned by the Customer in good condition or in the correct quantity, the Customer shall bear the burden of proof in this regard.
3. The rented product will be inspected by BauWatch after it has been returned. The Customer is liable for all damage to and loss of the rented products that occurred during the Rental period, regardless of whether the Customer is at fault. The damage will be offset against the deposit and any difference will be invoiced to the Customer by BauWatch. The limitation period of § 1111 ABGB (Austrian Civil Code) does not apply.
4. If BauWatch is unable to take back the product at the end of the Rental period, the Customer will be offered the opportunity to allow BauWatch to take back the rented product within five (5) working days. Otherwise, the Customer is obliged to reimburse BauWatch for the list purchase price of the Rental product.

Section C): Provision of Services

Article 27: Applicability

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

Article 28: General provisions regarding Services

1. The provision of Services by BauWatch is a best-efforts obligation. BauWatch cannot guarantee the achievement of a specific result. BauWatch does not provide any guarantees, including with regard to the prevention of burglaries, fires, specific events and losses and/or damage to the Customer's premises.
2. The Services are provided by BauWatch in accordance with the contract and, where applicable, the associated Terms. BauWatch is not obliged to follow any instructions from the Customer other than those contained in the contract.

Article 29: ARC (Control Room service)

1. The Control Room service consists of the BauWatch ARC taking measures, as a response to a detection notification from the Customer's own alarm system or the system rented from BauWatch, from which the BauWatch ARC has concluded that an undesirable situation exists, which measures consist of contacting the contact person and/or (government) authority specified by the Customer, all as further set out in the contract. The ARC only performs a signal forwarding function and does not provide the Customer with any guarantee for the prevention of burglaries, fires and other events.
2. If the Customer rents a product from BauWatch in combination with the ARC, the ARC service ends as soon as the rental of the relevant product(s) ends, unless the Parties have agreed otherwise in writing.
3. BauWatch is not obliged to process notifications received by the ARC after termination of the contract.
4. The quality of the camera images and/or other signals may be adversely affected by external circumstances beyond BauWatch's control. These include, among other things, the quality of the connection between the Customer's alarm system or product and the ARC where the signals are received, as well as poor weather and lighting conditions at the property being monitored. BauWatch cannot guarantee the accuracy and completeness of the observations.

Article 30: Alarm Follow-up service

1. The Alarm Follow-up Service consists of BauWatch, when the BauWatch ARC 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, commissioning a surveillance officer on site in accordance with the Customer's instructions to investigate the cause of the alarm. The Customer shall specify in advance in the contract in which cases its contact person is to be called.
2. BauWatch does not undertake to carry out the on-site monitoring itself. Instead, BauWatch organises the commissioning of third-party operational service providers for alarm follow-up on behalf of the Customer at the Customer's expense.
3. If BauWatch detects an emergency on site that requires immediate action or consultation with a contact person of the Customer, and if no contact can be established with the persons notified to the Control Room, BauWatch will handle the emergency to the best of its knowledge and belief on behalf of the Customer. The costs incurred by BauWatch or third parties commissioned by BauWatch in this context will be invoiced to the Customer by BauWatch.
4. The inspections or visits by the surveillance officer to the agreed premises may be part of a tour that also includes inspections of other Customers' properties in order to keep security costs at a reasonable level. The surveillance officer may be asked to urgently inspect another property or assist another surveillance officer, which may delay, interrupt or skip the inspection of the Customer's property. BauWatch is not liable for any damage incurred by the Customer as a result of such an impediment.
5. If the surveillance officer detects a criminal offence, they shall report it to the Customer. The Customer is entitled to report this criminal offence to the authorities. BauWatch reserves the right to file its own report if failure to do so could result in damage to BauWatch or if BauWatch could itself commit an offence by failing to report it. Any report made by BauWatch is made under the responsibility of the Customer. BauWatch cannot be held liable in any way for damage incurred by third parties or the Customer as a result of the report. The Customer indemnifies BauWatch against all claims in this regard.
6. Costs incurred by the Customer independently and/or with the assistance of third parties for the further investigation or detection of a (possible) violation or circumstance cannot be charged to BauWatch or third parties commissioned by BauWatch, unless BauWatch has given its prior written consent.
7. If the Customer rents a BauWatch product in combination with the Alarm Follow-Up Service, the Alarm Follow-Up Service shall end as soon as the Rental of the product in question ends, unless the Parties have agreed otherwise in writing.

Section D): Sale of products

Article 31: Applicability

1. This section of the Terms contains specific provisions for the sale of products.
2. The other sections of the Terms also apply to the sale of products, unless the nature of a provision excludes this and/or there is a conflict with the provisions of this section of the Terms; in that case, the specific provisions contained in this section of the Terms take precedence.

Article 32: Warranty

1. Unless otherwise agreed in writing, BauWatch warrants that the products sold by BauWatch are free from defects at the time of delivery. Warranty claims may be made within a warranty period of 12 months after delivery, subject to the provisions of Article 10 of these Terms. Section 924 sentence 2 and Section 933 of the Austrian Civil Code (ABGB) do not apply.
2. The warranty excludes:
 - damage caused by improper use, including but not limited to failure to use the product for its normal purposes or in accordance with the instructions for proper use and maintenance;
 - damage caused by accidents, including but not limited to lightning, water, fire, misuse or negligence;
 - damage caused by repairs or adjustments carried out by unauthorised service centres or persons.
3. When BauWatch delivers products that it has purchased from other suppliers, BauWatch only provides a warranty for these products if and to the extent that BauWatch receives a warranty from its suppliers. In this case, the warranty is equivalent to the warranty that BauWatch receives from its suppliers.
4. BauWatch is not obliged to process a warranty claim if the Customer has not fulfilled their payment obligations to BauWatch.
5. In the event of a justified warranty claim, BauWatch shall have the choice of replacing or repairing the product in question free of charge or granting the Customer a discount on the purchase price. Section 932 of the Austrian Civil Code (ABGB) shall not apply.

Article 33: Risk and retention of title

1. From the moment of taking possession of a product, the buyer bears the full risk of damage, loss or destruction of a product.
2. BauWatch retains ownership of any goods delivered. This retention of title means that
 - a. if the goods are located in Austria, a retention of title, according to which ownership of the goods is only transferred to the Customer once all claims of BauWatch against the Customer, regardless of their legal basis, including interest and costs, have been settled in full;
 - b. if the product is located outside Austria, a retention of title, whereby ownership of the product is only transferred to the Customer once the Customer has paid BauWatch in full for all liabilities arising from the contract, including interest and costs.
3. As long as the delivered products and the costs owed by the Customer, including interest, have not been paid in full, BauWatch remains irrevocably entitled and authorised to take back the products delivered by BauWatch and 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 entitled to sell, pledge or grant any other right to the products to a third party.
5. The Customer is obliged to store the products delivered under retention of title carefully and as recognisable property of BauWatch.

Appendix 1): Information on the Processing of Personal data

Subject matter, type and purpose of the Processing of Personal data

All data collected is necessary for the processing of automated video-based security services to protect the Customer's surveillance areas, including the provision of the associated software, alarm processing and maintenance, as well as logistics and commercial processing.

Duration of Personal data Processing

Unless otherwise provided by law, Processing shall take place for the agreed duration of the Services.

Business purpose and legal basis

The Processing of surveillance data is based on the legitimate interests of the Customer (Art. 6(1)(f) GDPR) to protect the surveillance area from theft or violent destruction.

Depending on the security solution ordered, 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 security instructions in the surveillance area.

Processing for commercial purposes is carried out for the performance of the contract between the Customer and BauWatch (Art. 6(1)(b) GDPR).

If Personal data is used for marketing purposes in connection with a project, Processing is based on the Customer's consent (Art. 6(1)(a) GDPR).

Categories of Personal data

The following categories of Personal data are processed:

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

Types of data subjects

- Customers and their employees
- Suppliers
- Employees/(external) contact persons of the Customer
- Subcontractors
- Visitors
- Unauthorised persons
- Security service and police personnel

Rights of data subjects

Data subjects who wish to exercise their rights under Articles 15–23 and Article 77 of the GDPR may contact privacy@bauwatch.com to the data protection officer.

Appendix 2): Sub-processors

Sub-processors commissioned by BauWatch:

Sub-processors	Location (country) of subprocessing	Description of subprocessing activities
C24	Germany	ARC for alarm processing