BauWatch

// General Terms and Conditions V2026.02

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Section A): General

Article 1: Definitions

In these Terms, the following terms and any conjugations thereof shall have the following meaning:

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

BauWatch ARC
BauWatch alarm receiving centre.

Alarm Follow-Up Service
If BauWatch ARC receives notification that an alarm signal has been received from the Customer's alarm system, BauWatch will, upon the Customer's instruction, arrange for a separate service provider to investigate the cause of the alarm on site.

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

BauWatch
BauWatch Projekt Service GmbH, Breitscheider Weg 117 b, 40885 Ratingen, registered in the Commercial Register B of the District Court of Düsseldorf under number HRB 77847.

Special Categories of Personal Data
As defined in Article 9(1) of the GDPR.

Services
All work that BauWatch performs or arranges to be performed on behalf of the Customer under the Contract, including the ARC service and the Alarm Follow-Up Service.

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

Control Room Service
The initiation of measures by BauWatch ARC in response to a detection report from the Customer's alarm system (owned by the Customer or rented from BauWatch), due to which BauWatch ARC concluded that an undesirable situation exists, involving contacting the Customer's designated contact person and/or a (governmental) authority specified in the Contract.

Contract
The agreement(s) concluded between BauWatch and the Customer for the delivery of Products and/or Services by BauWatch, including all appendices or documents referred to in the offer or order confirmation from BauWatch.

Personal Data
WAs defined in Article 4(1) of the GDPR.

Party, Parties
The Customer and BauWatch are each individually a party and jointly the 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 and WES.

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

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

Processing
The processing of personal data as defined in Article 4(2) of the GDPR.

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

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

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

Terms
These General Terms and Conditions of BauWatch.

BauWatch

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Article 2: Applicability

1. These Terms apply to all requests for information, requests for offers and offers from BauWatch and their acceptance, as well as to all contracts concluded with BauWatch.
2. Should the Customer refer to or incorporate other general terms and conditions in their order or other correspondence related to the Contract, their applicability shall be excluded even if BauWatch does not explicitly object to them, delivers Products and/or Services without objection or has accepted such other general terms and conditions in the context of a previous legal relationship. Conflicting provisions in such other general terms and conditions shall not alter the foregoing.
3. In an ongoing business relationship, the Terms shall also apply to all future contracts between BauWatch and the Customer.
4. In the event of a conflict between the Contract and the Terms, the provisions of the Contract shall take precedence over those in the Terms.

Article 3: Offers and conclusion of contract

1. Each offer made by BauWatch is valid for 30 calendar days from the date of its publication, unless the offer itself states that it is non-binding or specifies a different validity period. Non-binding offers from BauWatch are not binding and do not obligate BauWatch in any way.
2. The acceptance of an offer by the Customer is irrevocable.
3. At BauWatch's discretion, a Contract is concluded either as soon as the Customer has accepted BauWatch's offer or as soon as BauWatch has confirmed the Customer's offer to conclude a contract in writing.
4. BauWatch is not bound by any deviations contained in the Customer's acceptance of BauWatch's offer, unless BauWatch has expressly agreed to such deviations in writing.
5. BauWatch reserves the right to reject a Customer's enquiry and/or offer without providing any reason.

Article 4: Amendments and deviations

1. Amendments or additions to the Contract to be concluded or already concluded, as well as deviations from (parts of) the Terms, are only binding if expressly agreed upon in writing by the Parties.
2. The content of the Contract and the scope of obligations are determined exclusively by the Contract and the provisions set forth in the Terms. Any additional agreements, commitments or statements made by BauWatch employees or by other persons acting on behalf of BauWatch shall only be binding upon BauWatch when concluding a Contract, if such agreements, commitments or statements are confirmed in writing by the authorised managing directors of BauWatch or by persons who have been expressly authorised in writing for this purpose.
3. BauWatch is entitled to carry out work at its own discretion, either 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 reasonable requirements for usability, performance and/or quality. The Customer shall only have the right to terminate the Contract after issuing a notice of default and upon expiration of the specified period therein, if the Customer can demonstrate that the Products and/or Services deviate from the Contract and/or the descriptions, drafts, drawings or samples provided by BauWatch to such an extend that the performance is no longer reasonably acceptable to the Customer.

Article 5: Delivery and performance period

1. BauWatch will make reasonabe efforts to meet (delivery) deadlines. Any deadlines specified by BauWatch are approximate and not binding, unless explicitly agreed otherwise.
2. The deadlines mentioned 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 work

1. The prices stated in the offer and/or Contract are exclusive of value added tax (VAT), import and export duties, as well as other taxes, levies and fees.
2. The prices are determined by the type and scope of the Products and/or Services to be provided, as specified in the offer and/or Contract.
3. If cost-increasing changes occur during the term of the Contract, including but not limited to changes in wages and other working conditions, wage surcharges, increases in premiums for social legislation, increases in expense allowances, increases in direct and indirect (external) costs, or increases in supplier prices, BauWatch is entitled to increase the price agreed with the Customer and is obligated to reduce the prices accordingly in the event of a decrease in the aforementioned prices and costs. Furthermore, BauWatch is entitled to increase agreed prices annually by 3% as of January 1.
4. Additional work refers to services provided by BauWatch that go beyond what the Parties agreed upon in the Contract. BauWatch is entitled to charge separately for additional work if BauWatch has informed the Customer in advance of the resulting price increase, unless the price increase is evident to the Customer.

Article 7: Payment

1. All payments shall be made without deductions to an account specified by BauWatch in the invoice.
2. Payments shall be made within 14 calendar days from the invoice date. After this period, the Customer shall be in default. In this case, the Customer shall owe default interest at the statutory rate from the due date until the date of full payment, calculated on the unpaid amount.

3. BauWatch is entitled, even after conclusion of a Contract, to request advance payments and/or securities from the Customer if a significant deterioration in the Customer's creditworthiness becomes apparent, which jeopardises BauWatch's claim.
4. Payments made by the Customer shall first be applied to settle due costs and interest (including extrajudicial (collection) costs) and then to the oldest outstanding invoices, even if the Customer specifies that the payment relates to a later invoice.

Article 8: Force majeure

1. BauWatch is entitled to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its contractual obligations towards the Customer due to force majeure.
2. Force majeure within the meaning of these Terms includes all unforeseeable circumstances beyond BauWatch's control that wholly or partially prevent or seriously impede the fulfillment of the Contract, including but not limited to war, threat of war, civil unrest, riots, acts of war, fire, water damage, severe weather, natural disasters, strikes, sit-ins, lockouts, import and export restrictions, governmental actions, defects or malfunctions of machines and/or (computer) software and/or networks and connections, including as a result of hacking, power outages, transportation issues, shortage of materials and/or personnel, loss, theft or missplacement of material and/or data.
3. If the suspension due to force majeure lasts longer than two months, each Party has the right to terminate the Contract in whole or in part by providing written notice to the other Party.
4. BauWatch shall not be liable for damages if it is unable to fulfil its obligations due to force majeure and/or if the Contract is terminated for this reason.

Article 9: Suspension of Performance and Termination of the Contract

1. BauWatch is entitled to suspend the performance of the Contract and/or to terminate the Contract without notice for good cause if:
   i) the Customer fails to fulfil one or more essential obligations under the Contract and it is unreasonable for BauWatch to adhere to the Contract and set a notice period, or
   ii) the Customer files for insolvency or loses control over its assets or parts thereof due to seizure, receivership or other means, or
   iii) BauWatch becomes aware of circumstances that give reason to believe that the Customer will not fulfil its obligations.
2. If any of the situations described in paragraph 1 occurs, all outstanding claims of BauWatch against the Customer shall become immediately due and payable in full, and the Customer is obliged to promptly return BauWatch's property upon termination of the Contract by BauWatch. The Customer irrevocably authorises BauWatch to enter any premises under the Customer's control to reclaim its Products. If the Products are in the possession of a third party, the Customer hereby irrevocably authorises that third party to release the Products to BauWatch.
3. BauWatch may terminate the Contract at any time with a notice period of 30 calendar days.

Article 10: Complaints and Limitation Periods

1. Customer shall notify BauWatch in writing of any visible defects within seven calendar days of delivery.
2. The Customer shall notify BauWatch in writing of any hidden defects and/or damages within seven calendar days of discovery, but no later than seven calendar days after the defects and/or damages should have been discovered.
3. Complaints regarding invoices shall 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 regarding any defects or complaints.

Article 11: Liability

1. The Customer is hereby informed that continuous surveillance of the surveillance areas cannot be warranted by the Products from a technical point of view and that, as with any technical system, failures and technical malfunctions may occur for which BauWatch is not responsible.
2. BauWatch strives to provide the best possible service to Customer. However, should an incident occur that results in damage to the Customer, BauWatch's liability for damages or reimbursement of expenses, regardless of the legal basis (contract, tort, breach of duties arising from the contractual relationship, indemnification, etc.), is limited to the amount paid out by BauWatch's insurer. In the event that no payment is made by the insurer, BauWatch's aforementioned liability shall be limited to EUR 10,000 per incident and a maximum of EUR 25,000 per year.
3. 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 the Customer would need to incur to ensure the contractual conformity of the Service provided by BauWatch; (ii) the reasonable costs incurred to determine the cause and extent of the damage referred to under (i); and (iii) the reasonable costs incurred to prevent or limit the damage referred to under (i), provided that these costs have actually resulted in the prevention or limitation of the damage. Direct damages explicitly do not include (but are not limited to): lost profits, lost revenue and damage due to business interruption.
4. The aforementioned limitations of liability apply to the entire series of events arising from the same damage causing incident.

5. The foregoing limitations of liability shall not apply (i) in the event that liability is based on intent or gross negligence by BauWatch, its employees or vicarious agents; or (ii) for damage resulting from culpable injury to life, limb or health caused by BauWatch, its employees or vicarious agents; or (iii) to the extent that BauWatch is liable under the Product Liability Act; or (iv) for damages resulting from the culpable breach of essential contractual obligations by BauWatch, its employees or vicarious agents. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the Contract and on whose compliance the Customer regularly relies and is entitled to rely. However, BauWatch's liability for the breach of essential contractual obligations is limited to compensation for foreseeable damage typical for this type of contract, unless liability arises due to intent, gross negligence, injury to life, limb or health or under the Product Liability Act.
6. To the extent that BauWatch's liability is limited, this also applies to the corresponding personal liability of BauWatch's representatives, employees and vicarious agents.
7. The aforementioned provisions do not imply a reversal of the burden of proof to the detriment of the Customer.
8. BauWatch shall in no event be liable for damages resulting from the following events:
   - the Customer has made changes to or performed work on the Product or Service provided by BauWatch; or
   - the Customer has not, not fully and/or not properly followed the advice and/or instructions of BauWatch and/or third parties commissioned by BauWatch; or
   - the Customer has provided incorrect and/or incomplete information to BauWatch; or
   - inaccuracies or omissions in the transmission or forwarding of data by the Customer.
9. The Customer shall fully indemnifiy BauWatch and its employees against all third-party claims.

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, including in particular the requirements of the GDPR. Upon request by BauWatch, the Customer shall demonstrate compliance with the relevant laws and regulations.
2. BauWatch's privacy policy applies to the Processing of Personal Data by BauWatch as the controller within the meaning of Art. 4 No. 7 GDPR. This privacy policy is published on the BauWatch website and will also be provided to the Customer in writing upon request.
3. The Customer shall indemnify BauWatch against any legal claims by third parties against BauWatch, including claims by individuals whose Personal Data has been processed, arising from the Customer's failure to comply with laws and/or regulations related to the Processing of Personal Data.
4. Insofar as BauWatch Processes Personal Data on behalf of the Customer within the scope of the Contract, BauWatch qualifies as a "processor" and the Customer as a "controller" within the meaning of the GDPR. The data processing agreement in these clauses shall not apply to Processing where and to the extent that the Parties have concluded a separate processing agreement for such Processing.
5. BauWatch Processes Personal Data only to the extent necessary for the fulfilment of the Contract.
6. The Personal Data Processed by BauWatch on behalf of the Customer is listed in Appendix 1 to the Terms. Unless otherwise agreed in the Contract or in a separate data processing agreement, the camera footage, including footage made available through MyBauWatch Plus, will be deleted by BauWatch no later than 72 hours after recording. Video clips from alarms will be stored for 28 days. At the Customer's request or upon termination of the Contract, BauWatch shall, at the Customer's discretion, either delete the Processed Personal Data or make it available to the Customer, unless BauWatch is legally required to retain the Personal Data. Video clips and alarms which are subject to automatic deletion are excluded from this possibility.
7. The Customer:
   - guarantees that its instructions to BauWatch regarding the Processing of Personal Data are in accordance with applicable law;
   - is solely responsible for complying with the obligations imposed on the Customer as the controller under applicable laws and regulations, such as e.g. providing information that must be made available to data subjects in accordance with the GDPR in connection with the Processing;
   - is solely responsible for ensuring that its use of MyBauWatch Plus, including its selection of camera presets and access to live or recorded footage, is lawful and complies with all applicable data protection, employment and other laws, including requirements relating to lawful basis, transparency and signage, data protection impact assessments and, where applicable, works council involvement;
   - warrants that its use of MyBauWatch Plus and its instructions to BauWatch in relation thereto comply with applicable laws; may use LiveView and MyBauWatch Plus exclusively for site security and the protection of property. The Customer shall not use the LiveView and MyBauWatch Plus functionalities for monitoring human behaviour or human performance or for any other regular or systematic monitoring of individuals beyond the agreed security purposes.
   - is solely responsible for compliance with the duties of transparency on camera monitoring towards third parties.
   - shall indemnify BauWatch against (i) any damages and (ii) fines imposed on the processor by supervisory authorities if the Customer fails to comply with any of its obligations under this clause or under applicable law.

8. BauWatch shall:
   - Process Personal Data solely for the Customer and under the Customer's responsibility for the fulfilment of its obligations under the Contract and only in accordance with the Customer's written instructions, unless BauWatch is required to do otherwise by applicable law. In such a case, BauWatch shall inform the Customer of this obligation prior to Processing, unless prohibited from doing so under applicable law;
   - inform the Customer if BauWatch believes that the Customer's written instructions violate the GDPR;
   - endeavour to ensure the reliability of its employees who have access to Personal Data and ensure that these employees are either bound by confidentiality obligations or are subject to an equivalent statutory duty of confidentiality;
   - taking into account the nature of the Processing, assist the Customer upon request in fulfilling its obligations under the GDPR (including responding to data subjects' requests regarding their rights under the GDPR, conducting data protection impact assessments (DPIAs) and consultations with supervisory authorities and legislators). Any reasonable costs incurred by BauWatch in this context shall be borne by the Customer.
9. BauWatch shall implement appropriate technical and organisational measures (TOMs) to ensure a level of security appropriate to the risk. BauWatch ensures that the TOMs are suitable for the Customer's specific business and its written instructions regarding the Processing.
10. BauWatch shall notify the Customer of any Personal Data breaches without undue delay after becoming aware of the breach and shall assist the Customer to the extent reasonably necessary to address the breach in accordance with the GDPR. Unless required to do so under applicable law, BauWatch shall neither inform the affected data subjects on its own initiative that their Personal Data has (or may have) been affected by the breach, nor report the breach to the supervisory authority.
11. The Customer grants BauWatch permission to engage subprocessors for Processing. If BauWatch decides to engage a new subprocessor, BauWatch shall inform the Customer in advance in a timely manner. In this case, the Customer has the right to object to the engagement of the new subprocessor. If BauWatch nevertheless decides to proceed with engaging the new subprocessor to Process Personal Data, the Customer has the right to terminate the Contract with 30 calendar days' notice, but only for those Products or Services that cannot be provided without the new subprocessor. The subprocessors engaged by BauWatch are listed in Appendix 2. BauWatch shall impose the same data protection obligations on the subprocessors as those set out in the Contract between BauWatch and the Customer to ensure that the subprocessors implement the appropriate TOMs.
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 the Customer's written instructions and conditions regarding the safeguards required under the GDPR for the respective processing outside the EEA; or
    b. if required to do so by applicable law.
13. BauWatch shall, upon the Customer's reasonable request and at the Customer's expense for BauWatch's reasonable costs:
    a. provide the Customer with evidence demonstrating that BauWatch complies with its obligations under this data processing agreement; and
    b. cooperate with and allow audits, including inspections, conducted by the Customer or on its behalf, provided that reasonable notice is given and appropriate confidentiality agreements are in place.

Article 13: Miscellaneous

1. BauWatch is entitled to transfer ownership of the (rental) Product and/or its rights and obligations under the Contract to a third party. The Customer hereby consents to such a transfer.
2. If several (natural or legal) persons have committed themselves as contracting parties, they shall always be jointly and severally liable to BauWatch for all obligations arising from the Contract.
3. The Customer is only entitled to offset a claim by BauWatch if and to the extent that the Customer's claim is undisputed, has been legally established or arises from the same contract as the claim by BauWatch against which the Customer offsets. The same shall apply to rights of retention.
4. The Parties undertake to treat all information received from the other Party in connection with the performance of the Contract, which they know or should reasonably know to be of a confidential nature (e.g. offers prepared by BauWatch, prices, etc.), as confidential; however, it shall not constitute a breach of this provision if a Party discloses information based on an obligation arising from a statutory provision or a court order.
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 promotional materials. The use of complete case studies with interviews, visual materials (e.g. photos or videos) or detailed storytelling requires the prior approval of the Customer.
6. The Customer is obliged to comply with Code of Conduct for BauWatch Business Partners, published at **https://www.bauwatch.com/de-de/compliance**, in connection with each Contract.

Article 14: Intellectual and Informational Property

1. The intellectual property rights to the documents provided by BauWatch, such as manuals, drawings, descriptions, and software supplied by BauWatch, shall remain the property of BauWatch, regardless of whether they have been invoiced to the Customer or not. Without the prior written consent of BauWatch, 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 Contract. The documents must be returned to BauWatch upon first request.

Article 15: Applicable law and Court of Jurisdiction

1. The contractual relationship between the Customer and BauWatch shall be governed exclusively by German law
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
3. For all disputes between the Customer and BauWatch, the courts in Düsseldorf shall have exclusive jurisdiction, without prejudice to BauWatch's right to seek legal remedies against the Customer before any other court with statutory jurisdiction.

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 its application and/or there is a conflict with the provisions of this section of the Terms; in such a case, the special provisions contained in this section of the Terms shall take precedence.

Article 17: Duration of the Contract

1. Unless otherwise agreed in writing, the rental agreement is concluded for a fixed term, namely for the duration specified in the Contract or in the offer. The Parties may not terminate a fixed-term Contract prematurely without cause.
2. The Rental period shall commence on the day the rented Product is made available to the Customer or – if transportation is carried out by BauWatch – delivered to the Customer in working condition.
3. Upon expiry of the specified term, the Contract shall continue for an indefinite period, subject to termination in accordance with clause 4 or clause 5.
4. Unless otherwise agreed in writing, the Customer is entitled to terminate the Contract by email to BauWatch at the end of the specified term or, in the case of an indefinite-term contract, on any business day, in each case subject to a notice period of five (5) business days.
5. BauWatch is entitled to terminate the Contract at the end of the fixed term or, in the case of an indefinite-term contract, on any business day, subject to a notice period of five business days.
6. Upon termination of the Contract, BauWatch shall promptly arrange for the disposal 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, the temporary suspension of payments or insolvency of the Customer, the Customer shall immediately inform BauWatch and promptly notify BauWatch of the whereabouts of the relevant Product. The Customer shall also immediately inform the enforcing bailiff, the party asserting a lien, the insolvency administrator or the receiver of BauWatch's (ownership) rights.

Article 19: Delivery and Inspection

1. The rented Product shall be delivered to the Customer at the location specified in the offer or order confirmation. The location must be accessible by BauWatch's standard means of transport, and placement must be possible using these standard means of transport. The costs associated with the delivery and removal of the Rental shall be borne by the Customer. The Customer is obliged to take posession of the rented Product at the agreed start of the Rental period. If no one is present at the time of delivery to receive the rented Product, or if the location is unsuitable or inaccessible, or if the Customer is otherwise responsible for delays in taking possession of the Product, BauWatch is entitled to claim the agreed rent, minus any expenses saved, as compensation for delay. The Customer shall also bear any additional transport costs incurred as a result. If the delivery takes place and no one is present on behalf of the Customer to receive it, the quantities and condition of the rented Product as recorded by the employee or service provider engaged by BauWatch for delivery shall be binding.
2. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to fulfil its obligations, resulting in additional costs, shall be charged to the Customer retroactively.
3. BauWatch is entitled to make partial deliveries unless the acceptance of partial deliveries is unreasonable for the Customer.
4. In the event of a delay in delivery attributable to BauWatch, BauWatch's liability for damages for delay is limited to 0.5% of the net annual rent of the delayed Product for each full week of delay, up to a maximum of 5% of the net annual rent.
5. The Customer is obliged to inspect the rented Product immediately upon delivery and to record any defects in a delivery report to be signed by the Parties or on their behalf. Unless otherwise agreed in writing by the Parties, the rented Product shall be deemed delivered in properly maintained and functional condition and accepted by the Customer.

Article 20: Site Requirements

1. If the Parties have agreed that BauWatch will design, assemble, commission, decommission and/or dismantle the Product, the site requirements specified in this article as well as those specified in the Contract or offer shall apply. The site requirements in the Contract or offer shall take precedence over the site requirements in this article.
2. The Customer shall obtain all necessary permits and exemptions and provide BauWatch with accurate information regarding the location of underground cables and pipelines. The Customer shall also submit a request to the relevant utility companies or authorities to obtain information about the location of underground cables and pipelines in the affected area and inform BauWatch accordingly. The Customer shall indemnify BauWatch against any third party claims relating to or arising from the Customer's failure to fulfil these obligations.

3. With the exception of BauWatch's non-powered Products, it must be possible to connect the Product from its 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 a single person, as well as the lifting equipment to be used for this purpose;
   b. the supply of fuels and auxiliary materials, such as electricity, required for the execution of the work;
   c. work necessary to restore parts of the Products that have been soiled or damaged on-site, unless the soiling or damage was caused by BauWatch personnel.
5. The Customer shall ensure that the arrangements described in this article are made in accordance with the requirements of the work in a timely manner so that the installation work to be carried out by BauWatch is not delayed.
6. The Customer shall provide a level, solid, dry and sufficiently load-bearing surface with adequate space for the installation of the Products.

Article 21 A: Additional Provisions for the Use of Camera Units

1. Camera units may not be moved without prior written approval from BauWatch.
2. The Customer acknowledges that camera units must be recalibrated after being relocated and/or after any changes in the coverage area of BauWatch.
3. The costs of moving and/or recalibrating the coverage area of camera units by BauWatch shall be borne by the Customer.

Article 21 B: Additional Provisions for the use of WES

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

Article 22: Obligations of the Customer

1. The customer is obliged to handle the rented Product properly and to use the Product only as intended and in accordance with BauWatch's instructions.
2. The Customer undertakes to allow the rented Product to be used only by persons who possess the necessary expertise (for the installation and use of 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 offer or order confirmation, unless BauWatch has given its prior consent.
4. Without prior written consent from BauWatch, the Customer is not permitted to rent out the Products to third parties or otherwise exploit them.
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 upon BauWatch's first request. The Customer hereby grants BauWatch prior permission to enter the Customer's buildings and premises for the purpose of inspection, repair or collection of the rented Product.
2. BauWatch shall not be liable for any damage caused by wind speeds of force 9 or higher, nor for any damage to persons and/or property of any kind resulting from the Products being blown over and/or breaking (of parts).
3. Technical defects and malfunctions of the Product shall be remedied by BauWatch within a reasonable period of time after notification by the Customer. The Customer is obliged to have the repairs carried out by BauWatch or by persons commissioned by BauWatch. The above provisions shall not apply if (i) the Customer is responsible for the technical defects and malfunctions or (ii) the technical defects and malfunctions result from the Customer's sphere of influence (except for normal wear and tear resulting from contractual use). In such cases, the Customer shall bear the costs of remedying the technical defects and malfunctions.
4. Repairs to the Product that become necessary due to improper or negligent actions by the Customer, such as use contrary to the provided instructions for use, the nature of the Product and/or common sense, as well as damage, improper repairs, or maintenance of the Product by the Customer or by third parties engaged by the Customer, shall be at the Customer's expense.

Article 24: Insurance

1. The Customer shall, at its own expense, adequately insure the rented Products in favour of BauWatch against the risk of loss, destruction or damage (all-risk insurance at replacement value).
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 collect any insurance benefits that may be provided under an insurance contract in this context on behalf of BauWatch.
4. In the event of an imminent loss, destruction or damage to the Product, the Customer shall notify BauWatch without delay.

Article 25: Return of the Rented Product

1. At the end of the Rental period, the Products shall be made available to BauWatch in good condition and freely accessible for transport. For self-monitoring purposes, the Product must remain switched on until collection. If the Products are not made accessible for collection and loading, BauWatch may charge the Customer for the associated costs.
2. The Customer shall 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 regarding whether the rented Products were left by the Customer in good condition or in the correct quantity, the burden of proof lies with the Customer.
3. The rented Product will be inspected by BauWatch upon its return. The Customer is liable for damages and loss of the rented Products during the Rental period, subject to Article 23(3). Such damages will be deducted from any deposit, and the deductible will be charged to the Customer by BauWatch.
4. If the Product cannot be retrieved by BauWatch after the Rental period due to reasons attributable to the Customer, the Customer will be offered the opportunity to allow BauWatch to retrieve the rented Product within five (5) business days. Otherwise, the Customer is obliged to reimburse BauWatch for the list purchase price of the rented Product.

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Section C): Provision of Services

Article 26: Applicability

1. This section of the Terms contains special provisions for 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 its appliction and/or there is a conflict with the provisions of this section of the Terms; in such a case, the special provisions of this section of the Terms shall take precedence.

Article 27: Services in general

1. BauWatch undertakes to provide the Service in a proper manner. However, no specific success is owed. BauWatch does not give any guarantees, including but not limited to the prevention of burglary, fires, specific events, and losses and/or damage on the Customer's premises.
2. BauWatch will only provide those Services that have been agreed upon in the Contract. BauWatch will provide these Services in accordance with the Contract and – insofar and to the extent applicable – the Terms. BauWatch is not obliged to follow any instructions from the Customer other than those included in the Contract.

Article 28: ARC (Alarm Receiving Centre)

1. The Control Room Service consists of BauWatch ARC taking action in response to a detection notification from the Customer's own system or from the system rented by the Customer from BauWatch, where BauWatch ARC has concluded that an undesirable situation exists, and these actions consisting of contacting the designated contact person and/or, if agreed upon in the Contract, the (governmental) authority specified by the Customer, such as the police or emergency services, all as further detailed in the Contract. The ARC only serves as a signalling function and does not provide the Customer with any guarantee that break-ins, fires and other incidents will be prevented.
2. If the Customer rents a BauWatch Product in combination with the ARC, the ARC Service ends 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 notifications received by the ARC after the Contract has ended.
4. The quality of camera images and/or other signals may be negatively affected by external circumstances beyond BauWatch's control. These include, among other things, the quality of the connection between the alarm system or the Customer's Product and the ARC where the signals are received, as well as adverse weather and lighting conditions at the surveillance area. The accuracy and completeness of the observations cannot be guaranteed by BauWatch.

Article 29: Alarm Follow-Up Service

1. The Alarm Follow-Up Service consists of BauWatch, upon receiving a notification via the BauWatch ARC that an alarm signal has been received from the Customer's alarm system or from an alarm system rented by the Customer from BauWatch, assigning a surveillance officer on site to investigate the cause of the alarm in accordance with the Customer's instructions. The Customer shall specify in the Contract in advance the circumstances under which their contact person should be called.
2. If the Customer wishes, the Alarm Follow-Up Services by surveillance officers will be provided by third-party operational service providers who are not vicarious agents of BauWatch.
3. If BauWatch identifies an emergency on site that requires immediate action or consultation with a Customer contact person and no contact can be established with the contact persons designated by the Customer for this purpose, 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 engaged by BauWatch in this context will be invoiced to the Customer by BauWatch.
4. Inspections or visits by the surveillance officer to the agreed premises may be part of a patrol that also includes inspections of other customers' properties in order to keep security costs within a reasonable scope. The surveillance officer's employee may be requested to urgently inspect another property, which may result in delay, interruptions or omissions in the inspection of the Customer's property. BauWatch is not liable for any damage incurred by the Customer as a result of such impediment.
5. If the surveillance officer identifies a criminal offence, it will be reported to the Customer. The Customer is entitled to report this criminal offence to the law enforcement authorities. BauWatch reserves the right to file its own criminal complaint, in particular if the failure to file such a complaint could cause damage to BauWatch or if the omission of such a complaint could result in BauWatch commiting an offence itself. BauWatch can never be held liable for damages incurred by third parties or the Customer as a result of a criminal complaint filed by BauWatch.
6. Costs incurred by the Customer independently and/or with the involvement of third parties for further investigation or detection of (potential) violations or incidents cannot be charged to BauWatch or third parties engaged by BauWatch, unless BauWatch has given its prior written consent.
7. If the Customer rents a BauWatch Product in combination with an Alarm Follow-Up Service, the Alarm Follow-Up Service shall terminate as soon as the Rental agreement for the Product in question ends, unless the Parties have agreed otherwise in writing.

Section D): Sale of Products

Article 30: Applicability

1. This section of the Terms contains special 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 its application and/or there is a conflict with the provisions of this section of the Terms; in such a case, the special provisions of this section of the Terms shall take precedence.

Article 31: Warranty

1. Unless otherwise agreed in writing, the Products sold by BauWatch shall be free from defects at the time of transfer of risk.
2. A defect shall not be deemed to exist in the following cases:
   - Damage caused by improper use, in particular by not using the Product for its ordinary purposes or contrary to the instructions for proper use and maintenance;
   - Damage caused by accidents, particularly due to lightning, water, fire, misuse, or negligence;
   - Damage resulting from repairs or adjustments carried out by unauthorised service centres or individuals.
3. BauWatch is not obliged to process a warranty claim if the Customer has not fulfilled their payment obligations to BauWatch.
4. In the event of a justified warranty claim, BauWatch reserves the right to either replace or repair the Product in question free of charge or granting the Customer a discount on the purchase price.

Article 32: Delivery, Transfer of Risk and Retention of Title

1. In the event of a delay in delivery attributable to BauWatch, BauWatch's liability for damages caused by the delay shall be limited to 0.5% of the net purchase price of the delayed Product for each full week of delay, up to a maximum of 5% of the net purchase price.
2. The risk of accidental loss and accidental deterioration of the Product shall pass to the Customer upon transfer of possession to the Customer.
3. BauWatch retains title to a delivered Product under the following conditions:
   a. if the Product is located in Germany, ownership of the Product shall not pass to the Customer once all claims of BauWatch against the Customer, of whatever nature, including interest and costs, have been fully settled;
   b. If the Product is located outside Germany, ownership of the Product shall not pass to the Customer until the Customer has fully paid all liabilities arising from the Contract, including interest and costs, to BauWatch.
4. As long as the delivered Products and the costs owed by the Customer, including interest, have not been fully paid, BauWatch shall remain irrevocably entitled and authorised to take back the Products it has delivered and which are still in the Customer's possession, without judicial intervention.
5. 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.
6. The Customer is obliged to handle the delivered Products subject to retention of title under retention of title with care and as recognisable property of BauWatch.

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

Article 33: Applicability

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

Article 34: Term of the Agreement

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

Article 35: Performance and amendments

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

Article 36: Customer's obligations

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

Article 37: Certification

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

Article 38: Intellectual property rights

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

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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. The processing includes providing the Customer with access through MyBauWatch / MyBauWatch Plus to predefined camera views and previously recorded footage for site security and the protection of property.

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 carried out on the basis of 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 carried out on the basis of safeguarding 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 handling is carried out for the performance of the Contract between the Customer and BauWatch (Art. 6(1)(b) GDPR).

If Personal Data is used in connection with a project for marketing purposes, the 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 from 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 the 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 can contact the Data Protection Officer at privacy@bauwatch.com.

Appendix 2): Sub-processors

Sub-processors engaged by BauWatch:

Sub-processors	Location (country) of sub-processing	Description of sub-processing activities
C24 GmbH	Germany	ARC for alarm handling
KPN B.V.	Netherlands	Provision of one-time SMS password service for the MyBauWatch App