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Section A): General

Article 1: Definitions

In these general terms and conditions, the following terms, shall have the following meanings:

Agreement

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

Alarm Follow-up Services

The services described in Article 30(1) when the BauWatch's ARC (Alarm Receiving Centre) receives notification that an alarm signal has been received from the Customer's alarm system.

BauWatch

BauWatch (UK) Limited, incorporated and registered in England and Wales with company number 07830541 whose registered office address is at Bdo, R+, 2, Blagrave Street, Reading, Berkshire, England, RG1 1AZ and its affiliates; or

Sicuro (UK) Ltd, incorporated and registered in England and Wales with company number 07968266 whose registered office address is at Bdo, R+, 2, Blagrave Street, Reading, Berkshire, England, RG1 1AZ

whichever is supplying the Product(s) and/or the Services under the Agreement.

Business Day

A day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions

These BauWatch terms and conditions.

Control Room Service

The taking of action by the BauWatch ARC (Alarm Receiving Centre) in response to a detection report from the Customer's alarm system (owned by Customer or rented from BauWatch) from which the BauWatch ARC has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) agency specified by the Customer, all as further specified in the Agreement.

Customer

The natural person or legal entity that has entered into the Agreement with BauWatch and/or has requested an offer from BauWatch or has received an offer from BauWatch, as applicable.

Party (Parties)

Customer and BauWatch each separately a Party, and together the Parties.

Personal Data

As defined in Article 4 of the UK GDPR.

Processing (Processes)

The processing of Personal Data as defined in Article 4 of the UK GDPR, and Processes shall be construed accordingly.

Product

The items used, provided, sold or rented by BauWatch under the Agreement, including hardware and materials such as camera masts, as applicable.

Services

The services (including any deliverables) supplied, or to be supplied, by BauWatch under the Agreement to the Customer.

Special Personal Data

Special categories of personal data referred to in Article 9(1) of the UK GDPR.

UK GDPR

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

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Article 2: Applicability

1. These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
2. These Conditions also apply to all offers made by the Customer and offers made by BauWatch and, in each case, acceptances of the same, as well as to all agreements concluded between the Customer and BauWatch to the exclusion of any other general terms and conditions (whether or not stated to be applicable).
3. In the event of any conflict between these Conditions and the other terms of the Agreement, the other terms of the Agreement shall take precedence over the terms in these Conditions.

Article 3: Offers and the formation of agreements

1. Offers issued by BauWatch are entirely without obligation and do not bind BauWatch in any way, unless the offer itself expressly and unambiguously states otherwise or is accepted in its entirety in writing by the Customer. Any offer made by BauWatch is valid for acceptance for 30 calendar days from the date of its issue, at which point it shall lapse.
2. The Customer's written acceptance of an offer issued by BauWatch is irrevocable.
3. A contract is formed on the earlier of (i) the Customer accepting all of the terms of BauWatch's offer in writing **or** (ii) on BauWatch accepting in writing the Customer's proposal that incorporates these Conditions to enter into an Agreement. By entering into an Agreement, the Customer acknowledges having read, understood and accepted the Conditions.
4. BauWatch is not bound by any deviations included in the Customer's acceptance of BauWatch's offer, except insofar as BauWatch has notified the Customer in writing to accept the Customer's proposal incorporating such deviations.
5. BauWatch has the right to refuse a request and/or proposal from the Customer without giving reasons.

Article 4: Modifications and deviations

1. No variation of the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
2. BauWatch is entitled to perform its obligations under the Agreement at its own discretion, whether or not by engaging subcontractors and/or hiring items from third parties.
3. BauWatch is entitled to supply Products and/or Services differing from the description provided that such differences do not detract from reasonable requirements of usability, capacity and/or quality. If the Customer proves that the Products and/or Services differ from that required under the Agreement and/or the descriptions, designs, drawings or examples provided by BauWatch to such an extent that the differences materially impact the Customer's requirements of usability, capacity and/or quality, the Customer has the right to terminate the Agreement after sending a written notice of default and expiry of the period set out therein and BauWatch shall not be liable for any damages or loss as a result of such differences and/or termination.

Article 5: Delivery and execution time

1. BauWatch will use reasonable efforts to meet agreed deadlines and delivery times. Any deadlines and delivery times are approximate only and time of delivery or performance is not of the essence. BauWatch is entitled at any time to postpone performance or a delivery date to be met by BauWatch if, in BauWatch's opinion, the circumstances warrant such action.
2. In the event of untimely delivery, completion or performance or if a deadline is exceeded, the Customer shall give BauWatch written notice of default and allow BauWatch a reasonable period of time to redeliver or perform, such period not to be less than three Business Days from the date BauWatch received the notice of default. Any deadline or period for delivery, completion or performance shall be extended by the time during which the Customer fails to fulfil its obligations or accept (or arrange for acceptance of) delivery in full. Only if BauWatch still fails to deliver on time after the expiry of the period set out in the aforementioned written notice of default, shall the Customer be entitled to terminate the Agreement and for the part not yet fulfilled only. Under no circumstances will BauWatch be liable for any compensation, damages or loss as a result of such differences and/or termination.
3. Any deadlines BauWatch is to meet shall be extended by the period during which BauWatch is prevented from fulfilling its obligation due to force majeure (as defined in Article 8(2)).

Article 6: Prices and additional work

1. The prices stated in the offer and/or Agreement are exclusive of VAT, import and export duties as well as all other taxes, duties and charges applicable in respect of the Products and Services.
2. Prices are based on the type and scope of Products and/or Services to be provided as stated in the offer and/or Agreement. In case of any variation BauWatch is entitled to revise the prices.
3. If, during the term of the Agreement, the cost to BauWatch in providing the Products and/or Services increases, including but not limited to, changes in wages and other conditions of employment, surcharges on wages, premium increases for social laws, 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 on an interim basis. BauWatch is also entitled to index agreed prices once a year as of January 1 on the basis of the change in the price index figure according to the Consumer Prices Index (CPI), published by the UK's Office for National Statistics, by multiplying the price applicable up to the date of adjustment by a fractional number, the numerator of which is the annual price index figure applicable to the most recently elapsed calendar year and the denominator of which is the annual price index figure applicable to the calendar year preceding that most recently elapsed calendar year.
4. Additional work means a performance by BauWatch that goes beyond what the Parties have agreed in the Agreement. BauWatch is entitled to charge separately for additional work carried out at the same rate as in the Agreement or, if BauWatch has informed the Customer within a reasonable time in advance of any increase in price in respect of the additional work, the price that BauWatch informs the Customer of.

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Article 7: Payment

1. All payments shall be made, without discount suspension or set-off, to the account designated by BauWatch in its invoice.
2. Payment must be made within 30 calendar days of the invoice date. After the expiry of that period, the Customer shall be in default and the Customer shall owe interest to BauWatch equal to the statutory commercial interest from the due date until the date of full payment, calculated on the unpaid amount. This interest is payable immediately, without further notice of default.
3. BauWatch is entitled to require advance payment and/or security from the Customer prior to the performance of the Agreement and during the performance of the Agreement. To the extent that the Customer fails to comply, the Customer shall be in default and, without prejudice to any other rights or remedies available, BauWatch shall be entitled to terminate the Agreement.
4. In all cases in which BauWatch sends a notice of default to the Customer, or in the event of proceedings against the Customer to enforce compliance with, or for breach of, the Agreement, the Customer shall fully indemnify BauWatch in full and against, and be obliged to pay to BauWatch for, all costs, liabilities and losses incurred (including legal and other professional costs) by BauWatch.
5. Payments made by the Customer first serve to settle interest and costs due (including extrajudicial (collection) costs) and then the invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.

Article 8: Force Majeure

1. BauWatch is entitled to suspend fulfilment of its obligations under the Agreement if BauWatch is temporarily prevented from fulfilling any of its contractual obligations to the Customer due to force majeure.
2. For the purposes of these Conditions, force majeure means all circumstances beyond the reasonable control of BauWatch, whether foreseen or unforeseen, whether temporarily or not, including but not limited to war, threat of war, civil strife, riots, acts of war, fire, water damage, unworkable weather, natural disasters, strikes, sit-down strikes, lockouts import and export restrictions, government measures, defects or malfunctions of machinery and/or used (computer) software and/or networks and connections, whether or not as a result of hacking, power failure, transportation problems, shortages of materials and/or personnel, suppliers and/or subcontractors of BauWatch not fulfilling their obligations or not fulfilling them on time, loss, theft or loss of materials and/or data.
3. If the suspension due to a force majeure situation has lasted more 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 shall not be liable to pay any compensation to the Customer if BauWatch has not been unable to fulfil its obligations properly or in a timely manner due to force majeure, and/or if the Agreement is terminated.

Article 9: Suspension or termination of the Agreement

1. BauWatch is entitled to suspend performance of the Agreement and/or rescind the Agreement without prior notice of default if:
 - i) the Customer fails to perform one or more of its obligations under the Agreement;
 - ii) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - iii) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - iv) the Customer applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - vi) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Customer (being a company, partnership or limited liability partnership);
 - vii) the holder of a qualifying floating charge over the assets of the Customer (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - viii) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - ix) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
 - x) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Article 9(1)(ii) to Article 9(1)(ix) (inclusive);
 - xi) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - xii) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy;
 - xiii) BauWatch becomes aware of circumstances that give good reason to fear that the Customer will not fulfil his obligations.

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2. To the extent that one of the situations described in Article 9(1) occurs, all BauWatch's claims against the Customer are immediately due and payable in full, and the Customer is obliged to immediately return BauWatch's property. The Customer irrevocably authorises BauWatch or its appointed representative, now for then, to enter any place over which the Customer has the requisite power to give (or is reasonably capable of obtaining for BauWatch or its appointed representative) in order to take possession of its Products. If the Products are held by a third party, the Customer hereby irrevocably authorises that third party to deliver the Products to BauWatch.
3. BauWatch may at any time, subject to a notice period of 30 calendar days, terminate the Agreement without giving any reason and without incurring any compensation obligation for BauWatch.

Article 10: Complaints and expiry periods

1. The Customer shall report visible defects or detected shortcomings to BauWatch in writing within seven (7) calendar days of delivery.
2. Non-visible defects and/or damages shall be reported in writing to BauWatch by the Customer within seven calendar days of discovery, or at least within seven calendar days after it should have discovered the defects.
3. Complaints about invoices shall be reported to BauWatch in writing within fourteen calendar days of the invoice date.
4. Failure to meet one or more of the deadlines referred to in the preceding paragraphs will result in the forfeiture of all rights and powers of the Customer regarding any defects, detected shortcomings, damages and or complaints.
5. Without prejudice to the provisions of this Article 10, the Customer is obliged to enforce claims against BauWatch in court within one year from the date of the aforementioned notification, failing which all of its rights and claims in this regard will lapse upon expiry of the aforementioned period, except to the extent prohibited by law.

Article 11: Liability

1. Subject to Articles 11(2), 11(3) and 11(5), BauWatch's liability, regardless of the cause of action, such as but not limited to breach of contract, tort (including but not limited to negligence), performance (recovery), or indemnification, is, subject to Articles 11(2), 11(3) and 11(5), limited to GBP 10,000 per event and/or breach giving rise to a claim, or series of connected claims, and a maximum of GBP 25,000 for all events and/or breaches occurring within any contract year (meaning a twelve-month period commencing with the date of the Agreement or any anniversary of it).
2. Subject to Article 11(5), BauWatch's liability for indirect or consequential losses shall be excluded, including for:
 - i) loss of profits (whether direct or indirect);
 - ii) loss of sales or business;
 - iii) loss of agreements or contracts;
 - iv) loss of anticipated savings;
 - v) loss of use or corruption of software, data or information; and/or
 - vi) loss of or damage to goodwill.

3. Subject to Article 11(5), BauWatch shall not be liable for loss or damage if the loss or damage results from the following events:
 - i) Customer has itself made changes to or performed work on the Product or Service provided by BauWatch;
 - ii) Customer has not, or not fully and/or properly, followed the advice and/or instructions given by BauWatch and/or the third parties engaged by BauWatch;
 - iii) Customer provided incorrect and/or incomplete information to BauWatch;
 - iv) inaccuracies or omissions occurred in the transmission or forwarding of data by Customer; and/or
 - v) the damage resulting from possible late availability of the Product and/or the Service.
4. The Customer fully indemnifies BauWatch and its employees against all third party claims arising from or in connection with acts or omissions of the Customer in the performance of the Agreement.
5. Nothing in the Agreement limits or excludes any liability by either Party for:
 - i) death or personal injury caused by its negligence;
 - ii) fraud or fraudulent misrepresentation;
 - iii) its intentional or deliberate default;
 - iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or
 - v) any liability that cannot legally be limited or excluded.

Article 12: Data protection

1. BauWatch and the Customer are obliged to comply with all applicable laws and regulations in connection with the processing of personal data under the Agreement, including, in particular, the requirements under or pursuant to the UK GDPR. The Customer shall demonstrate at BauWatch's first request that it complies with the relevant laws and regulations.
2. BauWatch's Privacy Statement applies to the Processing of Personal Data by BauWatch. This Privacy Statement is published on BauWatch's website and is also provided to Customer in writing upon request.
3. The Customer shall fully indemnify and hold BauWatch harmless from any (legal) claim by third parties against BauWatch, including persons whose Personal Data have been registered or processed, arising from the fact that the Customer has failed to comply with laws and/or regulations in connection with the Processing of Personal Data.
4. Insofar as BauWatch Processes Personal Data for the benefit of the Customer in the context of the Agreement, BauWatch qualifies as a "processor" and the Customer as a "data controller" within the meaning of the UK GDPR. The terms in this Article 12 do not apply to Processing under the Agreement if and insofar as the Parties have concluded a separate written agreement with respect to that Processing. BauWatch only processes Personal Data to the extent necessary for performance of the Agreement.
5. The Personal Data that BauWatch processes on behalf of the Customer and the subject matter, duration, nature and purpose of the processing and the Personal Data categories and data subject

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types in respect of which BauWatch may process the Personal Data is listed in Appendix 1 to the Conditions. Unless otherwise agreed in the Agreement or in a separate processing agreement, camera images and film are deleted by BauWatch after a maximum of 28 days. At the request of the Customer, and subject to applicable laws, BauWatch will provide a copy of the Personal Data it Processes under the Agreement to the Customer.

6. The Customer:
 - i) warrants that its instructions for the Processing of Personal Data to BauWatch is in accordance with applicable law;
 - ii) is solely responsible for complying with the obligations under applicable laws and regulations incumbent on the Customer as a data controller, such as providing information required to be provided to data subjects under the UK GDPR in the context of the Processing.
 - iii) shall fully indemnify and hold BauWatch harmless with respect to (i) all damages; and (ii) fines imposed on Processor by regulators in connection with any failure of Customer to comply with any of its obligations under this paragraph or under applicable law.
7. BauWatch will:
 - i) process the Personal Data exclusively for and under the responsibility of the Customer for the performance of its obligations under this Agreement and only in accordance with Customer's written instructions, unless BauWatch is obliged to do so under applicable law. In such case, BauWatch shall inform Customer of such obligation prior to the Processing unless not permitted under applicable law, to the extent it is permitted to do so by law;
 - ii) inform Customer at the time BauWatch considers Customer's written instructions to be in violation of the UK GDPR;
 - iii) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - iv) taking into account the nature of the Processing, assist the Customer at its request to comply with its obligations under the UK GDPR (including the handling of access requests, the performance of data protection impact assessments (DPIAs) and consultations with supervisory authorities and legislators). The reasonable costs incurred by BauWatch in this regard shall be borne by the Customer.
8. BauWatch warrants that the technical and organisational measures are suitable for the Customer's specific business and its written instructions regarding Processing, taking all measures required pursuant to Article 32 UK GDPR, including as appropriate:
 - i) the pseudonymisation and encryption of personal data;
 - ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing,
9. BauWatch will report data breaches in respect of Personal Data to Customer without undue delay after BauWatch discovers the data breach and assist Customer to the extent reasonably necessary to handle the data breach in accordance with the UK GDPR. Unless BauWatch is required to do so under applicable law, BauWatch will not inform data subjects on its own initiative that their Personal Data is (potentially) affected by the data breach or make a notification to the supervisory authority.
10. BauWatch will, taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the UK GDPR.
11. The Customer grants BauWatch permission to engage sub-processors for the Processing. At the time that BauWatch decides to engage a new sub-processor, BauWatch shall inform the Customer in a timely manner in advance. In that case, the Customer has the right to object to the engagement of the new sub-processor. If BauWatch nevertheless decides to have the new sub-processor Process Personal Data, the Customer has the right to terminate the Agreement upon payment of the agreed termination fee and upon 30 calendar days' notice, but only for those Products or Services that cannot be provided without the new sub-processor. The sub-processors engaged by BauWatch and approved by the Customer at the time of entering into the Agreement are listed in Appendix 2.
12. BauWatch does not process Personal Data outside the UK and European Economic Area ("EEA") or and does not transfer it to an international organization, unless:
 - i) with the prior written consent of Customer and in accordance with Customer's written instructions and conditions regarding the safeguards required under the UK GDPR for the relevant Processing outside the UK and EEA; or
 - ii) if applicable law so requires.
13. BauWatch shall, at Customer's reasonable request and upon reimbursement of BauWatch's reasonable costs by Customer:
 - i) make available to Customer evidence demonstrating BauWatch's compliance with its obligations under this Article 12;
 - ii) immediately notify the Customer if, in its opinion, an instruction infringes UK GDPR;
 - iii) assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 UK GDPR taking into account the nature of processing and the information available to BauWatch; and
 - iv) cooperate with and permit audits, including inspections, conducted by or on behalf of Customer, subject to reasonable notice and appropriate confidentiality agreements
14. At the end of the Agreement, BauWatch, at the choice of the Customer, deletes or returns all the personal data to the Customer after the end of the Agreement, and deletes existing copies unless law requires storage of the personal data.

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Article 13: Miscellaneous

1. BauWatch is entitled to transfer, assign, mortgage, charge, sub contract or otherwise deal in any other manner with any of its rights, obligations and ownership of the rented Product and/or under the Agreement to a third party. The Customer is not entitled to transfer, assign, mortgage, charge, sub contract or otherwise deal in any other manner with any of its rights or obligations under the Agreement to a third party without the prior written consent of BauWatch.
2. If several (natural or legal) persons have committed themselves as Customer, they shall be jointly and severally liable to BauWatch for all obligations including any loss or damage arising from the Agreement.
3. The Customer has no right to retain any rented Product unless expressly agreed in writing.
4. Each Party undertakes that it shall not at any time during the Agreement, disclose to any person any confidential information concerned, the business, assets, customers, clients, suppliers or other information which they know or should reasonably know the confidential nature of (such as, but expressly not limited to: offers issued by BauWatch, prices, etc.).
5. Each Party may disclose the other Party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with Article 13(4) and as may be required by law, court or any governmental or regulatory authority of competent jurisdiction.
6. BauWatch is entitled to use the Customer's name, logo, and a general description of the products and services provided solely for its own marketing and reference purposes, including on its website, social media channels, and promotional materials. The use of full case studies, involving interviews, visuals (e.g. photos or video), or detailed storytelling will require prior authorization from the Customer.
7. The Customer is obliged to comply with BauWatch's Business Partner Code of Ethics, as published on <https://www.bauwatch.com/en-gb/compliance>, in connection with any Agreement.

Article 14: Intellectual and information property

1. The intellectual property rights to documents provided by BauWatch to the Customer, including but not limited to manuals, drawings, descriptions, software and software supplied by BauWatch, remain the property of BauWatch or its licensors at all times and regardless of whether the Customer has been charged for them. Without BauWatch's prior written approval, the Customer is not permitted to make these available to third Parties, to reproduce them or to use them for purposes other than the execution of the Agreement. The documents shall be returned to BauWatch upon first request.
2. BauWatch excludes liability regarding damages resulting from infringements of any written or unwritten intellectual property rights of third parties on the documents delivered to the Customer.

Article 15: Applicable law and competent court

1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.
2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation whose exclusion is permitted.
3. Each Party irrevocably agrees that the courts of England have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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Section B): Special provisions for the rental of Products

Article 16 Applicability

1. This section B of the Conditions contains specific provisions regarding the rental of Products.
2. The other sections of the Conditions also apply to the rental of Products, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this B section of the Conditions, in which case the specific provisions as contained in this section B of the Conditions take precedence.

Article 17: Duration of the Agreement

1. Unless otherwise agreed in writing, the Agreement commences and continues for the fixed duration stated in the Agreement, and in the absence thereof in the offer (the "**fixed term**"). This Agreement cannot be terminated during the fixed term date by either Party, except as set out in this Agreement.
2. The rental period begins on the day the rented Product is the earlier of (i) the date it is made available to a Customer for use and (ii) if the rented Product is being delivered by BauWatch, the day in which the Products are delivered to the Customer.
3. After the expiration of the fixed period, the Agreement shall continue indefinitely until terminated by notice in accordance with Article 17 paragraph 4 or Article 17 paragraph 5.
4. Unless otherwise agreed in writing, the Customer is entitled to terminate the Agreement by email to the email address provided by BauWatch to the Customer in writing from time to time for this purpose, by the end of the fixed period, or at any time after this on five (5) Business Days' notice.
5. BauWatch is entitled to terminate the Agreement by email to the Customer the end of the fixed term or, at any time after this on five Business Days' notice.
6. BauWatch will promptly, and in consultation with the Customer, arrange for disposal of the rented Products at the end of the Agreement.

Article 18: Ownership

1. The rented Products remain the property of BauWatch at all times and no rights of ownership transfer to the Customer.
2. In the event of attachment of, or a third party exercising a lien on, all or part of, the Products, provisional suspension of payments or any of the events listed in Article 9(1)(i) to (xii), the Customer will immediately inform BauWatch in writing of the whereabouts of the relevant Product. The Customer shall further immediately inform the attaching bailiff, the party invoking a lien, the administrator, receiver and/or other relevant party of BauWatch's ownership rights in respect of the relevant Product.

Article 19: Delivery and inspection

1. The rented Product will be delivered to the Customer at the location specified in the order confirmation if transport is provided by BauWatch. The Customer shall be responsible for ensuring the location is normally accessible by BauWatch's means of transport. The costs associated with the supply and removal of the rented Product shall be borne by the Customer.
2. If no one is present at the time of delivery to take delivery of the rented Product or if the location is unsuitable or impossible to reach, BauWatch is entitled not to deliver the Product, without prejudice to BauWatch's right to receive payment of the rental price. The Customer will have to pay the transport costs incurred and any subsequent transport costs required until the delivery is made successfully. If delivery does take place - and no one is present on behalf of the Customer for receipt - the quantities and the condition of the rented Product noted by the person making the delivery is binding.
3. Waiting times and delays caused by unforeseen circumstances or the Customer's failure to meet its obligations will, if they result in additional costs, be charged to the Customer and settled on a post-calculation basis.
4. BauWatch is entitled to deliver order in parts without becoming liable to the Customer for damages.
5. The Customer shall inspect the rented Product immediately upon delivery and record any defects in a report of delivery to be signed by or on behalf of the Parties. Unless the Parties have agreed otherwise in writing, the rented Product shall be deemed to have been delivered and accepted by the Customer in a properly maintained and functioning condition.

Article 20: Placement conditions

1. Insofar as the Parties have agreed that BauWatch will construct, assemble, commission, decommission and/or dismantle the Product, the placement conditions as set forth in this Article shall apply, as well as those in the Agreement or offer. In the event of any conflict, the placement conditions elsewhere in the Agreement or offer take precedence over the placement conditions in this Article 20.
2. The Customer shall arrange for any necessary permits and exemptions to be obtained and shall provide BauWatch accurate information of the location of underground cables. The Customer shall also make appropriate enquiries and make use of industry-standard tools, including obtaining information from the National Grid, by way of their online 'check before you dig service', and by enquiring with the property owner, to highlight the location of underground cables and pipes before commencement of the work. The Customer shall fully indemnify BauWatch against any third party claims relating to or arising from a failure to fulfil these obligations.

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3. With the exception of BauWatch's current-free Products, a 230v power connection shall be available within 25 meters of the desired location of the Product. This is required to be installed and operational prior to delivery.
4. Unless otherwise agreed in writing, the Customer is responsible for the following operations and expenses:
 - i) any mechanical assistance for moving materials, which cannot reasonably be handled by a human being alone, as well as the lifting equipment to be used in the process;
 - ii) the supply of fuels and auxiliary materials, such as electricity, necessary for the performance of the work; and
 - iii) work necessary to restore parts of the Products which have become soiled or damaged on the job, unless the contamination or damage was caused by BauWatch personnel.
5. The Customer shall ensure that the provisions described in this Article are made according to the requirement of the work in such a timely manner that the installation work to be performed by BauWatch is not delayed.
6. The Customer shall provide a flat, firm, dry and paved surface with sufficient space for the placement of the Products.

Article 21: Additional provisions for the use of camera units

1. Camera units may not be moved without prior written approval from BauWatch.
2. The Customer accepts that camera units shall be reset by BauWatch after relocation and/or after changing the detection area and agrees that they shall not attempt the reset.
3. The costs of BauWatch moving and/or resetting the detection area of camera units shall be borne by the Customer.

Article 22: Obligations of Customer

1. The Customer shall use all reasonable care when using the rented Product and only use the Product in accordance with its intended use and in accordance with BauWatch's instructions.
2. The Customer undertakes to have the rented Product used only by persons who have the required expertise (for installing and using the rented Product) and to follow the instructions provided by BauWatch.
3. The Customer shall not independently move the rented Product and shall not use it outside the location mentioned in the order confirmation, except with BauWatch's prior written consent.
4. Except with BauWatch's prior written consent, the Customer is not permitted to rent out Products to third parties or otherwise put them to use in a manner which has not been previously agreed.
5. The Customer undertakes to pay all charges, taxes and fines arising from its 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 request. The Customer shall grant permission (or, if necessary, procure the grant of permission to) BauWatch in advance to enter the Customer's buildings and premises and any other relevant location for inspection or retrieval of the rented Product.
2. As of delivery, the risk of the rented Product shall be borne by the Customer. The Customer is liable for all damage, howsoever caused to the Product, regardless of whether it is the result of fault of the Customer or third parties or force majeure in accordance with Article 8 of Section A. BauWatch is not liable for damage caused by wind at or above the Beaufort Wind Scale force of eight (8) nor for damage to persons and/or objects in any form whatsoever caused by blowing over and/or breaking off (parts of) the Products (to the extent such exclusion/limitation is permitted by law).
3. Technical defects and malfunctions of the Product will be remedied by BauWatch within a reasonable time after notification by the Customer. The Customer is hereby obliged to have repairs carried out by BauWatch or parties appointed and instructed by BauWatch. Repairs to the Product that proved necessary as a result of improper handling or negligence on the part of the Customer, e.g. due to use contrary to any instructions for use provided, the nature of the Product and/or common sense, as well as damage, inexpert repair or maintenance of the Product by the Customer or third parties, shall be at the Customers expense.

Article 24: Insurance

1. The Customer shall adequately insure the rented Product at its own expense for the benefit of BauWatch against the consequences of loss, destruction or damage on the basis of insurance terms to be approved by BauWatch.
2. The Customer is obliged to make the policies of this insurance and proof of premium payment available for inspection on BauWatch's request.
3. In the event of imminent loss, destruction or damage to the Product, Customer shall notify BauWatch immediately.

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Article 25: Third-party clause

1. The Customer declares that it is aware and, to the extent necessary, agrees that ownership of the rented Product may be (or become) vested in a third party or that the Product may be (or become) pledged to a third party (such third party being the "**Third Party**"), as security for the payment of all that such third party has or may have to claim from BauWatch.
2. Notwithstanding the existence of the present Agreement, the Customer shall deliver the rented Product to the Third Party or BauWatch upon request, if and as soon as the Third Party shall demand delivery of the rented Product on the grounds of non-fulfilment of BauWatch's obligations towards the Third Party. As a result of such requisition, this Agreement shall terminate immediately. Delivery under this Article 25 shall take place at the offices of the Third Party or at a location designated by such Third Party.
3. If the situation of paragraph 2 of this Article 25 occurs and the Third Party would like to continue the use of the rented Product, the Customer shall be obliged, at the request of the Third Party, to enter into a rental agreement with the Third Party for the remainder of the term of the present rental agreement and under identical conditions (save for the party to the agreement being the Third Party and not BauWatch).

Article 26: Return of the rented Product

1. At the end of the rental period, the Products shall be delivered to BauWatch in good condition and packaged ready for onward transport. Insofar as the Products have not been made ready for transport, BauWatch may charge the Customer for costs incurred in packaging and preparing the Product for onward transport.
2. The Customer shall ensure that someone is present for the return of the Products. If no one is present at pickup, BauWatch may take back the Products at its discretion. If a dispute arises as to whether the rented Products were left behind by the Customer in good condition or the correct quantity, the Customer shall be required to provide sufficient evidence as to the condition and quantity of the Products to the satisfaction of BauWatch.
3. The rented Product will be inspected at BauWatch at its return. The Customer is liable for all damage to and disappearance of the rented Products occurred during the rental period, regardless of whether the Customer is at fault. Damage will be offset against any deposit and the excess will be charged to the Customer by BauWatch.
3. If, at the end of the rental period, the Product cannot be taken back by BauWatch, the Customer will be offered the opportunity to enable BauWatch to take back the rented Product within five (5) Business Days. Failing this, the Customer is obliged to reimburse BauWatch for BauWatch's list purchase price of the rented Product.

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Section C): Provision of Services

Article 27: Applicability

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

Article 28: Services General

1. The provision of the Services by BauWatch is an obligation of best efforts. BauWatch cannot guarantee the achievement of any particular result. BauWatch gives no guarantees, *inter alia* regarding the prevention of break-ins, fire, certain events and losses and/or damages at the Customer's premises.
2. The Services will be performed by BauWatch as specified in the Agreement. BauWatch is not obliged to follow instructions from the Customer other than those contained in the Agreement.

Article 29: Control Room Service

1. The Control Room Service consists of BauWatch's control room taking action in response to a detection report from Customer's own system or from the system rented by the Customer from BauWatch, from which the BauWatch control room has concluded that there is an undesirable situation, consisting of contacting the contact person and/or (government) agency specified by the Customer, all this as further specified in the Agreement. The Control Room Service only has the function of signalling and does not give the Customer any guarantee of prevention of burglaries, fire, and other events.
2. Insofar as Customer rents a Product from BauWatch in combination with the Control Room Service, the Control Room Service ends as soon as the rental of the relevant Product(s) ends, unless the Parties have agreed otherwise in writing.
3. BauWatch is not obligated to handle any reports received by the control room after the Agreement has ended.
4. The quality of the camera images and/or other signals may be negatively affected by external circumstances that cannot be attributed to BauWatch. These include but are not limited to the quality of the connection between Customer's alarm system or Product and the control room where the signals are received, as well as poor atmospheric conditions and lighting at the object to be monitored. The accuracy and completeness of any of the observations cannot be guaranteed by BauWatch.

Article 30: Alarm Follow-up Services

1. Alarm Follow-Up Services consists of BauWatch, in accordance with the Customer's instructions, having an on-site surveillant conduct an investigation into the cause of the alarm if the BauWatch control room 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. The Customer shall specify in advance in the Agreement in which cases its contact person is to be called.
2. BauWatch uses third-party operational service providers for Alarm Follow-Up Services.
3. If BauWatch observes an emergency on site, requiring direct action or consultation with a contact person of the Customer and no contact can be made with the persons registered with the control room, BauWatch will handle the emergency on behalf of the Customer to the best of its knowledge. Any costs incurred in this regard by BauWatch or third parties engaged by it will be charged by BauWatch to the Customer.
4. The inspections or visits of the agreed upon premises may be part of a round which also includes inspections of objects of other Customers in order to keep the cost of security to a reasonable level. The relevant personnel may be required to urgently examine another object or provide assistance to personnel which may delay, interrupt or skip the inspection of the Customer's objective. BauWatch shall not be liable for any damages of the Customer resulting from such action.
5. If the invigilator discovers a criminal offence, they shall report it to the Customer. The Customer is authorised to and responsible for reporting this criminal offence. BauWatch reserves the right to make its own report if failure to do so could potentially result in damage to BauWatch or if BauWatch may itself commit a criminal offence by a failure to report. A report by BauWatch is made under the responsibility of the Customer. BauWatch are not liable for damages incurred by third parties or the Customer as a result of the report. The Customer fully indemnifies BauWatch against all claims relating to or arising from the actions the Customer takes based on report prepared by BauWatch.
6. Costs incurred by the Customer independently and/or with the cooperation of third parties to further investigate or discover a (possible) offences or facts cannot be charged to BauWatch or to third parties engaged by BauWatch unless BauWatch has given its prior written consent.
7. Insofar as the Customer rents a Product(s) from BauWatch in combination with Alarm Follow-Up Services, Alarm Follow-Up Services end as soon as the rental of the Product(s) in question ends, unless the Parties have agreed otherwise in writing.

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Section D): Sale of Products

Article 31: Applicability

1. This section of the Conditions contains specific provisions regarding the sale of Products.
2. The other sections of the Conditions also apply to the sale of Products, unless the nature of a provision precludes it and/or there is a conflict with the provisions of this section D of the Conditions, in which case the specific provisions as contained in this section D of the Conditions take precedence.

Article 32: Warranty

1. Unless otherwise agreed in writing, BauWatch warrants that, subject to the remainder of the provisions in this Article 32, the Products sold by it will be free of defects for a period of 12 months after delivery, subject to the provisions of Article 10 of these Conditions. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement and, except as set out in the Agreement, BauWatch gives no warranties in respect of the Products.
2. Excluded from warranty is:
 - i) damage resulting from misuse, including but not limited to failure to use the Product for its usual purposes or according to instructions for proper use and maintenance;
 - ii) damage resulting from accidents, including but not limited to lightning, water, fire, abuse or negligence;
 - iii) damage resulting from repairs or adjustments made by unauthorised service centres or persons.
3. In the case of delivery of Products by BauWatch that it has purchased from other suppliers, BauWatch provides a warranty on these Products only if and to the extent that it obtains a warranty from its suppliers. In this case the warranty is equivalent to the warranty that BauWatch obtains from its suppliers.
4. BauWatch is not obliged to process a warranty claim if the Customer has not fulfilled its payment obligations to BauWatch.
5. In the event of a justified warranty claim, BauWatch has the option of replacing the Product found to be defective free of charge, or repairing it, or granting the Customer a discount on the purchase price.

Article 33: Risk and retention of title

1. From the moment of the earlier of delivery and taking possession of a Product, the Customer bears the full risk of damage or loss of a Product.
2. As long as the Products delivered and costs owed by the Customer, including interest, have not been paid in full, BauWatch shall remain irrevocably entitled and authorised to repossess the Products delivered by it and still in the Customer's possession, without judicial intervention.
3. As long as ownership of the delivered Products has not passed to the Customer, the Customer is not authorised to sell, pledge or grant a third party any other right to the Products.
4. Until title to the Products has passed to the Customer, the Customer shall:
 - i) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as BauWatch's property;
 - ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - iv) notify BauWatch immediately if it becomes subject to any of the events listed in Article 9(1); and
 - v) give BauWatch such information as BauWatch may reasonably require from time to time relating to:
 - the Products; and
 - the ongoing financial position of the Customer.
5. Subject to Article 33(8), the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before BauWatch receives payment for the Products and any other amounts due to the Customer (whether under the Agreement or otherwise) and including interest and costs. However, if the Customer resells the Products before that time:
 - i) it does so as principal and not as BauWatch's agent; and
 - ii) title to the Products shall pass from BauWatch to the Customer immediately before the time at which resale by the Customer occurs.
6. At any time before title to the Products passes to the Customer, BauWatch may:
 - i) by notice in writing, terminate the Customer's right under Article 33(7) to resell the Products or use them in the ordinary course of its business; and
 - ii) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them (and the Customer shall procure any necessary permissions for such entry).

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Appendix 1): Personal Data Processing Purposes and Details

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

All data collected is required for the processing of automated video-based security services for the protection of the Customer's surveillance areas, including the provision of related software, alarm processing and maintenance as well as logistics and commercial handling.

Duration of the Processing of Personal Data

Unless otherwise stipulated by legal regulations, the processing will be conducted for the agreed duration of the services.

Business Purposes and Legal Bases

The processing of surveillance data is done on the basis of Customer's legitimate interests (Art. 6 1. (f) UK-GDPR) for safeguarding the surveillance area from theft or violent destruction.

Depending on the security solution ordered, the processing of surveillance data can be done on the basis of safeguarding Customer's and Customer's employees' and/or sub-contractor's vital interests (Art. 6 1. (d) UK-GDPR) for monitoring the compliance with safety instructions on the surveillance area.

The execution of commercial processing is done for the execution of the Agreement between Customer and BauWatch (Art. 6 1. (b) UK-GDPR).

If personal data in relation to a project is used for marketing purposes, the processing is done on the basis of Customer's consent (Art. 6 1. (a) UK-GDPR).

Personal Data Categories

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 reference agencies or from public directories
- Contract (master) data (contractual relationship, customer number, company name and address, address of surveillance area, order/contact history)
- Contract invoicing and payment data (bank details, contract data)
- Data required to perform the contracted services
- Information to/ from security services or the police
- Video recordings

Data Subject Types

- Customers and their employees
- Suppliers
- Employees/(external) contact persons of the customer
- Subcontractors
- Visitors
- Unauthorized persons
- Employees of security services and the police

Data Subjects' Rights

Data Subjects wishing to exercise their rights as outlined under Art 15 – 22 and Art. 77 UK-GDPR can contact the Data Protection Officer under privacy@bauwatch.com

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Appendix 2): Sub Processors used by BauWatch and approved by the Customer

Sub processor	Location (country) sub processing	Description sub processing activities