Risk Assessment - Terms of Agreement

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These Terms of Agreement govern each order for the temporary rental of Equipment, access to Software, logistics by baseworks.tech ("we," "us," or "our") to the Customer, as well as the analysis provided by us to the Customer as part of the Risk Assessment product.

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Section 1: Identity, Scope, and Acceptance

1.1 Company Identity (the Company): These Terms are issued by baseworks.tech, registered in the Netherlands under Chamber of Commerce number (KvK) 98170643, VAT number NL005312934B11, postal address Box E1586, Oder 20, 2491DC Den Haag, Netherlands.

1.2 Scope: These Terms govern each order for the temporary rental of Equipment, access to the baseworks.tech Software, delivery and return logistics, automated or professional analysis, reports, and related support described in an Order Confirmation.

1.3 Acceptance: The Customer accepts these Terms by ticking the acceptance box at checkout, signing an Order Confirmation, paying an invoice referring to them, accepting delivery, or using the Equipment or Software.

1.4 Consumer Protection: A Consumer receives all mandatory rights under applicable law. Clauses identified as applying solely to Business Customers do not apply to Consumers.

Section 2: Definitions

- **Business Customer:** A natural or legal person acting wholly or mainly for business, professional, or organizational purposes.
- **Customer / Consumer:** A natural person acting outside their trade, business, craft, or profession. A Customer is not implicitly a Business Customer.
- **Client**: A Business Customer or Customer.
- **Carrier: Carrier:** Any internal employee, representative, or authorized third-party courier, postal service,

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or logistics provider engaged or designated by the Company to transport, deliver, or return the Equipment under the contract.

- **Equipment / Kit:** Reusable deployment kit including Apollo MSR-2, Apollo AIR-1, Aranet Radon monitor, Raspberry Pi 5 8GB, MikroTik hAP ax2, power supplies, cables, mounts, protective case, or equivalent substitutes and any other supplementary invoice-stated items that act as necessary deployment kit components.
- **Measurement Period:** The agreed 3-day, 5-day, 14-day or otherwise invoice-stated period for recording measurements at the Site. This excludes any period in which the Equipment is at the Company or the Carrier.
- **Rental Cycle:** The total period from receival of the Equipment by the Client from the Carrier or the Company and until the Equipment is returned and accepted by the Company or Carrier.
- **Report:** Dashboards, summaries, data exports, findings reports, or presentations supplied and which are associated to the order.
- **Order:** A request submitted by the Client to rent Equipment, access Software, or receive Services from the Company, whether via the website checkout, a quote acceptance, or a signed statement of work.
- **Order Confirmation:** The checkout confirmation, quotation, statement of work, or invoice accepted by the parties that forms the binding contract and specifies order details - including the unique Order Identifier, dates, price, VAT, delivery terms, selected package, and any other included Equipment.
- **Site:** The physical location, premises, or property specified in the Order Confirmation where the Equipment is to be installed, operated, or stored during the Rental Cycle.
- **Site Data:** Environmental, device, zone, time-series, connectivity data generated by or through the Equipment at the Site during the Rental Cycle.
- **Transit Time:** The time during which the Equipment is being transported by the Carrier chosen by the Company to or from the Business Customer or Customer.
- **Business Day:** Any day other than a Saturday, Sunday, or official public holiday in the country indicated as the Client's delivery address in the Order Confirmation.
- **Services:** the Equipment rental, Software access, delivery, support, environmental measurement, data processing and reporting services provided by the Company under an Order Confirmation.
- **Risk Assessment**: The temporary deployment of Equipment and Software at the Client's Site for the agreed Measurement Period to capture environmental measurements (such as humidity, temperature, and gas concentrations), under which the Client retains the generated Site Data and returns all Equipment to the Company at the end of the Rental Cycle.

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Section 3: Contract Formation and Order Hierarchy

A contract is deemed concluded when the Company sends an Order Confirmation... In the event of inconsistencies between documents, the following order of precedence applies, from highest (a) to lowest (d):

a. The provisions of the Order Confirmation;

b. Section 24.2 Data Processing Addendum (DPA);

c. These Terms (with the English version taking precedence pursuant to Section 24.9).

Mandatory provisions of consumer protection legislation prevail over all other provisions.

Section 4: Risk Assessment Packages and Included Scope

The standard service is an automation-first, self-install assessment Equipment rental available in 3-day (rapid screening), 5-day (workweek pattern), or 14-day (extended pattern) options. It is not a long-term radon study, accredited statutory inspection, or continuous safety monitoring service unless expressly stated.

Section 5: Delivery, Rental Cycle, and Measurement Period

Outbound delivery and prepaid return labels are provided for eligible European Union (EU) destinations. The Measurement Period begins on the delivery date/time confirmed by the Carrier, or when activated at the Site, whichever occurs first, unless an alternative start date is explicitly stated in the Order Confirmation.

Section 6: Client Site, Permissions, and Installation Obligations

6.1 Site Access and Permissions

The Client must ensure lawful authority to access the Site and place Equipment. Business Customers are solely responsible for providing required workplace notices, conducting works-council consultations, and completing any necessary Data Protection Impact Assessments (https://gdpr.eu/data-protection-impact-assessment-template/) prior to deployment.

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6.2 High-Privacy Restrictions

Equipment must not be placed in high-privacy areas (such as bathrooms, changing rooms, or private bedrooms) without express prior written approval from the Company and a valid legal basis.

6.3 Power, Network, and Environment

The Client must provide continuous electrical power and a secure, indoor operating environment. Equipment must be kept safe from weather, liquid exposure, extreme heat, and physical hazards.

6.4 Relocation and Tampering

Once installed, Equipment must remain stationary in its designated location for the duration of the Measurement Period. The Client must not move, disconnect, reflash, or open the Equipment without the Company's prior written consent.

6.5 Site Outages

The Company is not responsible for data loss, measurement gaps, or deployment failures caused by local power outages, network drops, or unauthorized site alterations by the Client or third parties.

Section 7: Equipment Ownership, Custody, and Prohibited Use

The Equipment remains exclusive property of the Company. Clients must not sell, sub-rent, open, modify, reflash, reverse engineer, or use the Equipment for covert surveillance, employee scoring, or medical/emergency purposes.

Section 8: Inspection, Faults, and Measurement Quality

Clients must inspect shipments upon receipt and report missing/damaged items within 24 hours. For material faults attributable to the Company, remedies include period extension, re-measurement, or proportionate refund.

Section 9: Return, Extensions, and Late Return

Equipment must be repacked and handed to the return Carrier no later than the next Business Day following the Measurement Period. If a Business Customer fails to hand over the Equipment by this deadline without prior written approval, the Business Customer shall pay a liquidated late fee of EUR 25.00 (excluding VAT) per calendar day until handed over. The parties acknowledge that this fee represents a reasonable pre-estimate of administrative processing, buffer inventory disruption, and potential logistics reallocation costs. The payment of late fees does not limit the Company's right to claim additional direct damages for unreturned or lost Equipment.

Section 10: Loss, Theft, Damage, and Security Deposit

10.1 Security Deposit & Pre-Authorization

A fully refundable security deposit or payment card pre-authorization up to the total replacement value of the Equipment may be required from the Client. When required, the deposit requirement will be explicitly specified in the Order Confirmation and must be fully paid or authorized by the Client before the Company hands over the Equipment to the Client or the Carrier.

10.2 Risk and Custody Liability

The Client is fully liable for any loss, theft, destruction, unapproved modification, or physical damage beyond ordinary wear and tear at all times while the Equipment is in their custody or possession during the Rental Cycle.

10.3 Assessment of Replacement Costs

In the event of loss, theft, unapproved modification, destruction, or damage rendering the Equipment unserviceable, the Client shall pay the replacement charges set forth in Section 24.1. The parties expressly acknowledge and agree that the replacement values listed in Section 24.1 represent a genuine and reasonable pre-estimate of the direct costs incurred by the Company to acquire, inspect, flash, configure, test, and integrate replacement components into active fleet service. The Company reserves the right to deduct these charges directly from any held security deposit or card pre-authorization.

Section 11: Prices, VAT, Payment, and Refunds

Prices and applicable Value Added Tax (VAT) are detailed at checkout and in the Order Confirmation. Payment is required in advance.

Section 12: Customer Withdrawal Rights and Early Performance

12.1 Application

This Section applies only to a Customer as defined in this Agreement. It does not apply to a Business Customer unless the Company agrees otherwise in writing.

12.2 Withdrawal period

A Customer who concludes the Agreement online or through another form of distance communication normally has 14 calendar days from the date the Agreement is concluded to withdraw without giving a reason.

12.3 Early performance

The Customer may expressly request the Company to begin preparing, configuring, dispatching or providing the Services before the withdrawal period expires.

Where the Consumer withdraws after requesting early performance, the proportionate amount payable shall be calculated based on the total contract price, taking into account non-recoverable initial costs (such as outbound/return shipping, hardware preparation, and administrative setup) plus a pro-rata portion of the daily rental value.

12.4 Full performance

The Customer's withdrawal right ends once the Services have been fully performed only where the Customer:

a. expressly requested performance to begin during the withdrawal period; and

b. acknowledged that the withdrawal right would be lost following full performance.

For this purpose, the Services are fully performed when the agreed Measurement Period has been completed and the Company has supplied the results or other deliverables included in the selected package.

12.5 Return of Equipment

Withdrawal does not remove the Customer's obligation to return all rented Equipment. The Customer must stop using the Equipment, package it securely and return it promptly in accordance with the Company's return instructions.

The Customer remains responsible for loss, avoidable damage, misuse or failure to return the Equipment, subject to applicable law.

The Consumer shall bear the direct costs of returning the Equipment upon withdrawal unless the Company expressly offered free return shipping for the specific Order.

12.6 Statutory rights

Nothing in this Section limits the Customer's statutory rights where the Equipment or Services are defective, unsafe or otherwise do not conform to the Agreement.

Section 13: Software Licence and Availability

The Company grants a limited, non-exclusive, non-transferable licence to access the Software dashboards and reports. Software access for live data collection ends automatically when the Measurement Period concludes and the Customer returns the package to the Carrier, unless the Company agrees in writing to an extension. Post-measurement report access remains subject to Section 15.

Section 14: Site Data, Privacy, and Workplace Monitoring

Personal data processing is governed by the Company's latest Privacy and Data Protection Policy (https://www.baseworks.tech/policies/). Where the Company acts as processor for Business Customer Site Data, Section 24.2 Data Processing Addendum (DPA) applies.

Section 15: Reports, Customer Data, and Intellectual Property

15.1 Customers retain rights in raw Site Data. The Company owns the Software, methodologies, templates, and report structures. Upon payment, Customers receive a non-exclusive, perpetual licence to use the final report internally.

15.2 Certificates

15.2.1 Eligibility and verification criteria

The issuance of any environmental quality certificate, verification badge, or compliance assessment document by the Company ("Certificate") is subject to the strict completion and verification of the measurement protocol. A Certificate will only be considered for issuance if all of the following apply:

a. The Equipment was deployed and operated continuously for the full required Measurement Period without uninterrupted power, hardware, or network disruptions caused by the Client;

b. The Equipment remained fixed at the approved Site and showed no evidence of relocation, physical tampering, masking, or unapproved modification;

c. The captured Site Data passes the Company's automated and manual data integrity, validation, and screening checks.

15.2.2 Right of refusal & discretion:

Ordering, paying for, or completing a Risk Assessment does not guarantee or confer an automatic right to receive a Certificate. The Company reserves the sole, independent right and discretion to assess whether the gathered Site Data meets its objective technical standards and to decline, withhold, revoke, or restrict the issuance of any Certificate where data integrity is compromised, incomplete, inconclusive, or manipulated.

15.2.3 Non-refundability:

Refusal or withholding of a Certificate pursuant to this clause due to insufficient data quality, physical tampering, or failure to meet objective verification thresholds shall not constitute a failure of performance by the Company and shall not entitle the Client to a full or partial refund of the service fees paid.

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Section 16: Measurement Limitations and Excluded Reliance

The service is a decision-support screening and not an emergency alarm, medical device, engineering design, or accredited regulatory audit. Qualified guidance should be sought before high-risk decisions.

Section 17: Service Warranty and Remedies

Services are provided with reasonable care and skill. Express remedies apply for measurement failures, maintaining mandatory statutory rights for Consumers.

Section 18: Liability

18.1 Nothing in this Agreement excludes or limits the Company's liability for fraud, gross negligence, intentional misconduct, death, or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or limited under applicable law.

18.2 For a Business Customer only, the Company's total aggregate liability arising out of or in connection with an Order (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall not exceed the total fees actually paid by the Business Customer for that specific Order.

18.3 To the maximum extent permitted by law, the Company shall not be liable to a Business Customer for any loss of profit, loss of revenue, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss or corruption of data, operational downtime, or any indirect, special, or consequential loss or damage, including any damage to the Site or third-party property arising from unauthorized relocation, improper power supply, or failure to adhere to deployment instructions.

18.4 These limitations do not apply to a Customer where, or to the extent that, they are prohibited by mandatory Consumer law.

Section 19: Business Customer Indemnity

The Business Customer agrees to defend, indemnify, and hold harmless the Company, its directors, officers, employees, and agents against any and all third-party claims, liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising from or related to: (a) the Business Customer's failure to obtain required site permissions, employee consents, works council approvals, or DPIAs; (b) unlawful surveillance or privacy infringements occurring at the Site; (c) improper installation, tampering, or unauthorized use of the Equipment; or (d) any material breach of this Agreement by the Business Customer.

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Section 20: Force Majeure

Neither party is liable for delays caused by events beyond reasonable control (carrier disruption, cyberattacks, severe weather, regulatory actions).

Section 21: Suspension and Termination

21.1 The Company may immediately suspend Software access or terminate the Agreement by written notice if the Client: (a) fails to pay any due amount within 7 days of notice; (b) breaches Sections 6, 7, 13, or 14; (c) engages in prohibited use or unauthorized tampering; or (d) becomes subject to insolvency or liquidation proceedings.

21.2 Upon termination: (a) all licences granted to the Client shall immediately cease; (b) the Client must immediately hand over all Equipment to the designated Carrier.

21.3 Provisions intended by their nature to survive termination shall remain in full force (including Sections 7, 10, 15, 18, 19, 23, and 24).

Section 22: Complaints and Dispute Handling

Complaints or operational issues regarding the Services, Equipment, or an Order must be submitted to **support@baseworks.tech** or through the primary contact channels specified in the Order Confirmation. Privacy and data protection queries must be directed to privacy@baseworks.tech. The Company and the Client agree to make reasonable, good-faith efforts to resolve any dispute or claim informally before initiating formal legal proceedings.

Section 23: Governing Law and Jurisdiction

This Agreement is governed by Dutch law. Exclusive jurisdiction lies with the courts of The Hague, Netherlands for Business Customers. Customers retain home jurisdiction rights.

Section 24: General Provisions

24.1 Equipment replacement values

Item	Agreed Pre-Estimated Replacement Value (incl. VAT)	Charging Principle
Apollo MSR-2 Device	EUR 80.00	Reasonable repair or

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Item	Agreed Pre-Estimated Replacement Value (incl. VAT)	Charging Principle
		replacement cost
Apollo AIR-1 Device	EUR 270.00	Reasonable repair or replacement cost
Aranet Radon monitor Device	EUR 250.00	Reasonable repair or replacement cost
Raspberry Pi 5 8GB Device	EUR 190.00	Reasonable repair or replacement cost
MikroTik hAP ax2 Device	EUR 110.00	Reasonable repair or replacement cost
Case, power, cables, mounts	EUR 99.00	Actual missing/damaged item cost
Equipment Total	**EUR 999.00**	**Documented reasonable replacement cost**

24.2 Data Processing Addendum (DPA)

Applies under Article 28 GDPR where Site Data contains personal data processed on behalf of a Business Customer (Business Customer = Controller, the Company = Processor). Subprocessors include Google LLC and AWS EMEA SARL.

24.3 Model Consumer Withdrawal Form

Complete and return this form only if you wish to withdraw from the Agreement.

To:

baseworkstech

the Company, trading as baseworks.tech
Box E1586, Oder 20
2491DC Den Haag
Netherlands
Email: support@baseworks.tech

I hereby give notice that I withdraw from my Agreement for the following Services:

Order number: _____
Services ordered: _____
Date ordered: _____
Customer's name: _____
Customer's address: _____

Customer's signature: _____
(required only where this form is submitted on paper or digitally scanned / photocopied paper)

Date: _____

24.4 Checkout and Declarations

Before submitting an Order, the Customer must actively confirm the following declarations using separate, unticked checkboxes:

☐ I have read and accept the Risk Assessment - Terms of Agreement and acknowledge the Privacy and Data Protection Policy (https://baseworks.tech/assets/policies/privacy/privacy-and-data-protection-policy-latest.pdf).

☐ I confirm that I am authorised to place and operate the Equipment at the measurement location and, where applicable, have obtained any necessary permission from the owner, occupier, employer or affected persons.

☐ I understand that the Services provide indicative environmental risk screening and do not constitute accredited testing, medical advice, a statutory compliance audit or a guarantee that the premises are safe or free from hazards.

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The following checkboxes apply only to Consumers who request immediate service dispatch prior to the expiration of the statutory 14-day withdrawal period:

☐ I expressly request the Company to begin providing the Services before the end of my 14-day withdrawal period.

☐ I understand that, if I withdraw after performance has begun, I may be required to pay a proportionate amount for the Services already provided.

☐ I understand that I will lose my withdrawal right once the Services have been fully performed.

24.5 Order Confirmation Sample

This is an indication of how the final Order Confirmation might look. The authoritative source is the Order Confirmation directly sent in written form by the Company to the Customer.

1. Company Identity

Provider: baseworks.tech
Chamber of Commerce (KvK): 98170643
VAT Number: NL005312934B11
Postal Address: Box E1586, Oder 20, 2491DC Den Haag, Netherlands
Email Contact: support@baseworks.tech

2. Order Details

Order ID: _____
Order Date: _____
Contract Reference: Risk Assessment - Terms of Agreement (Version _____)
Customer Category: ☐ Consumer / ☐ Business Customer

3. Client & Location Information

Client / Company Name: _____
Contact Person: _____
Contact Email: _____

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Contact Phone: _____
Billing Address: _____
Delivery Address: _____
Measurement Site Address: _____

4. Package & Rental Schedule

Selected Package: ☐ 3-Day / ☐ 5-Day / ☐ 14-Day Risk Assessment
Estimated Delivery Date: _____
Measurement Period Start: Confirmed Carrier delivery date or site activation date
Measurement Duration: _____ consecutive calendar days
Return Carrier Handover Deadline: Next Business Day following the Measurement Period

5. Equipment Manifest & Replacement Values

Equipment Component	Indicative Replacement Value (incl. VAT)	Included
_____	€ _____	yes/no
_____	€ _____	yes/no
_____	€ _____	yes/no
_____	€ _____	yes/no
Total Equipment Fleet Replacement Value (Sum of all above)	€ _____	yes/no

6. Financial Summary

Charge Item	Amount (EUR)
Risk Assessment Package	€ _____

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Outbound & Return Shipping	€ _____
Subtotal (Excl. VAT)	€ _____
Value Added Tax (VAT)	€ _____
Total Payable Amount (Incl. VAT)	€ _____
Refundable Security Deposit / Card Pre-authorisation	€ _____

7. Checkout Declarations & Acknowledgments

As specified in Section 24.4 of the Risk Assessment - Terms of Agreement document.

8. Operational Reminders

1. **Inspection Upon Arrival:** Inspect Equipment upon receipt and report missing or damaged items within 24 hours.
2. **Proof of Return:** Securely repackage Equipment and obtain a physical or digital acceptance receipt scan from the Carrier upon handover.
3. **Unapproved Late Returns:** Business Customers incur a fee as specified in Section 9 of the Risk Assessment - Terms of Agreement document.
4. Software Access is governed by Section 13 of the Risk Assessment - Terms of Agreement document. Access to data is governed by Section 15 of the Risk Assessment - Terms of Agreement document.

24.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, or deleted if necessary. The validity and enforceability of the remaining provisions shall remain unaffected.

24.7 Entire Agreement

This Agreement (including the Order Confirmation, DPA, and incorporated policies) constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements,

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promises, representations, or understandings, whether written or oral.

24.8 Assignment

The Client shall not assign, transfer, or sub-licence any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and obligations to an affiliate or in connection with a corporate reorganization or sale of assets.

24.9 Governing Language

These Terms and Conditions, as well as any related documents, may be translated into other languages for convenience. In the event of any discrepancies, inconsistencies, or conflicts of interpretation between the English version and the Romanian version (or any other translation), the English version shall prevail and be considered the binding legal text.

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