

**General Terms and Conditions (GTC)  
of [ui!] Urban Lighting Innovations GmbH  
Effective: July 2025**

**1. Scope**

These General Terms and Conditions (GTC) apply to all services provided by [ui!] Urban Lighting Innovations GmbH (hereinafter "[ui!]") in the areas of Smart City, IoT, digital infrastructure, sensor integration and data platform operation. They apply to companies, public law entities and special funds under public law (B2B/B2G).

**2. Subject of the Contract**

[ui!] is only obligated to perform the services explicitly specified in the respective offer or contract. Additional services (e.g. maintenance, updates, custom development, licensing or data export) require an explicit agreement.

**3. Conclusion of Contract**

All offers made by [ui!] are non-binding. A contract is concluded only upon written order confirmation or actual performance. The contract, the scope of services and these GTC exclusively define the content of the agreement.

**4. Prices and Payment Terms**

All prices are net plus applicable VAT. Invoices are due without deduction within ten (10) days of receipt. In the event of late payment, [ui!] is entitled to suspend performance, including the deactivation of digital services. Partial payments may be agreed upon. In the event of delays caused by late or non-payment, [ui!] may charge any resulting additional efforts (e.g. repeated deployments, extended project timelines). If, after contract conclusion, facts arise that give rise to concerns about the customer's ability to pay, [ui!] may request advance payment or security. Failure to provide this entitles [ui!] to withdraw from or terminate the contract.

If the hardware or systems delivered by [ui!] are associated with ongoing operational, licensing, or connectivity costs (e.g., cellular services, platform access, cloud services), the chargeable operating period shall begin on the date of delivery. This applies regardless of whether installation is delayed or carried out at a later point in time by the customer.

**5. Customer Duties of Cooperation**

The customer shall, at its own expense, provide all conditions necessary for performance (e.g. access, power supply, permits, designated contacts, structural prerequisites). If the customer fails to fulfill these duties, deadlines shall be reasonably extended; additional costs (e.g. waiting time, repeated travel, technical provisions or standby) will be invoiced separately.

## **6. Performance Deadlines and Force Majeure**

Binding deadlines require written confirmation. In the event of unforeseen events (e.g. force majeure, supply chain disruptions, delays from upstream suppliers, production issues, transport delays, network failures or official orders), deadlines shall be reasonably extended. [ui!] is not liable for any damages or delays resulting from such external causes. If such events persist for more than four months, either party may terminate the agreement.

## **7. Acceptance**

Services shall be deemed accepted if used, if no material defects exist, or if the customer does not provide a written notice of defects within ten (10) days of provision (constructive acceptance).

## **8. Warranty**

The warranty period is 12 months from the date of acceptance. [ui!] may remedy defects at its discretion or re-perform the service. Further claims are governed by statutory provisions.

## **9. Liability**

[ui!] is fully liable for intent, gross negligence, and damages resulting from injury to life, body, or health. For simple negligence, [ui!] is only liable for foreseeable damages typical of the contract. [ui!] shall only be liable for data loss, lost profits or indirect damages in cases of gross negligence. No liability exists without fault. These limitations also apply to bodies, vicarious agents, and subcontractors of [ui!].

## **10. Ownership and Rights of Use**

Unless otherwise agreed: Ownership of delivered equipment shall only transfer upon full payment (retention of title in accordance with § 449 BGB). Until full payment, such equipment may not be resold or modified. Certain products (e.g. PowerNode, TempCast, GroundCast) remain the permanent property of [ui!] and are provided on a usage basis. Usage rights for software and data platforms are granted exclusively as contractually defined. Tampering with hardware, reverse engineering or software modification is prohibited.

## **11. Confidentiality**

Both parties agree to maintain confidentiality regarding all information obtained during the contractual relationship, unless legally required to disclose.

## **12. Contract Term and Termination**

Unless otherwise agreed, contracts have a minimum duration of 12 months and are automatically extended unless terminated in writing with three months' notice before the end of the term. The right to extraordinary termination for cause remains unaffected. Good cause shall include, in particular, default, refusal of acceptance or failure to cooperate by the customer.

## **13. Final Provisions**

German law applies. Place of performance and jurisdiction is Berlin. Deviating terms and conditions of the customer shall only apply if expressly acknowledged in writing. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.