

# General Terms and Conditions of Purchase for Goods and Services Supplied to ENORISE Companies



## § 1 Scope

(1) These General Terms and Conditions of Purchase apply to entrepreneurs, legal entities under public law, and special funds under public law.

(2) All orders placed by enorise GmbH (hereinafter "ENORISE") are made exclusively on the basis of these General Terms and Conditions of Purchase. These terms form an integral part of all contracts that ENORISE enters into with a service provider or supplier (hereinafter collectively referred to as "Suppliers") regarding the goods or services offered by the Supplier. They also apply to all future goods and services provided by the Supplier and orders placed by ENORISE, provided that such transactions are of the same or a related nature, even if they are not separately agreed upon again.

(3) The terms and conditions of the Supplier or third parties shall not apply, even if ENORISE does not specifically object to their validity in individual cases. Even if ENORISE refers to a letter that contains or refers to the terms and conditions of the Supplier or a third party, or if ENORISE accepts the Supplier's delivery or service without reservation while being aware of such terms and conditions, this does not constitute consent to the validity of those terms and conditions.

(4) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions of Purchase.

## § 2 Orders, Form, Conclusion of Contract

(1) Orders placed by ENORISE must be in writing or in text form and must be made on an ENORISE order form. Orders in text form are effective without a signature.

(2) The Supplier is obligated to object to orders from ENORISE without delay if it cannot provide the ordered goods or services, or cannot provide them as ordered, or at the price specified in the order, or by the specified delivery or service date.

(3) The contract is concluded when the supplier sends ENORISE an order confirmation in writing or text form within a period of ten (10) calendar days from the date the order was sent. If the date the order was sent cannot be determined, the date of the order shall be deemed the date of dispatch.

(4) Prior to receiving an order confirmation, ENORISE is entitled to cancel the order at any time in writing or text form without stating reasons and without being obligated to reimburse the supplier for any costs or expenses.

(5) If the supplier does not send an order confirmation and the order has not been revoked, the contract is concluded as soon as the supplier fulfills the order in whole or in part and ENORISE accepts the delivery or service without reservation.

(6) The written contract, including these General Terms and Conditions of Purchase, shall be the sole basis for the legal relationship between ENORISE and the Supplier. It fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Any prior oral or written agreements between the contracting parties prior to the conclusion of this contract are not legally binding and are superseded by the written contract, unless it is expressly stated in each such agreement that it remains binding.

(7) Additions and amendments to the agreements made, including these General Terms and Conditions of Purchase, must be in writing to be effective. With the exception of managing directors or authorized signatories, ENORISE employees are not authorized to make oral agreements that deviate from the written agreement.

(8) ENORISE reserves ownership or copyright to all drawings, illustrations, calculations, brochures, catalogs, models, and other documents and aids made available to the Supplier. The Supplier may not, without the express consent of ENORISE, make these items available to third parties either in their original form or in terms of their content, disclose them, or use or reproduce them, either directly or through third parties. The documents must be kept confidential vis-à-vis third parties.

## § 3 Changes to the Delivery or Service

(1) ENORISE is entitled to request changes to the contractually agreed deliveries or services at any time. The Supplier shall immediately assess the feasibility and effects of the changes and submit a written offer to ENORISE at regarding the implementation of the changes. The offer must include a description of the effects of the changes (in particular with regard to costs and delivery dates).

(2) If the contracting parties fail to reach an agreement regarding the requested changes within a reasonable period of time, ENORISE is entitled to terminate the contract in whole or in part.

## § 4 Prices and Payment

(1) Prices stated in the order are fixed prices and apply to the scope of services and delivery listed in the orders. The prices include all costs incurred by the supplier in connection with the delivery and services, including any costs for the granting of rights, transportation, packaging, insurance, administration, ancillary services, and quality controls. Unless expressly agreed otherwise between the parties, the supplier is prohibited from making additional claims beyond the price specified in the order. This applies in particular to additional claims based on any interim increases in the supplier's raw material or purchase prices.

(2) ENORISE is only obligated to return the packaging if there is a corresponding express agreement to that effect.

(3) Invoices must correspond to the order and may only be issued after delivery or acceptance;

- must specify the order number and/or the responsible contact person at ENORISE; and

- in the case of electronic invoicing, be sent exclusively to the electronic address designated by ENORISE for this purpose.

ENORISE is entitled to return and refuse to pay invoices that do not meet the above requirements.

(4) Unless otherwise expressly agreed in writing, ENORISE shall pay the agreed price within 14 days, calculated from the date of receipt of the delivery or acceptance of the service and receipt of the invoice, with a 3% discount, or within 30 days after receipt of the delivery or acceptance of the service and receipt of the invoice, net.

(5) ENORISE is entitled to make partial payments.

(6) Payment does not imply that a service has been accepted. All payments are made without acknowledgment and to the exclusion of the effect of § 814 BGB.

## § 5 Delivery and Delivery Time

(1) Deliveries are made "DDP named place of destination" (Incoterms 2026), unless the parties have agreed otherwise.

(2) Deadlines and dates for deliveries and services specified in the order are binding unless expressly agreed otherwise. If shipment has been agreed upon, delivery deadlines and dates refer to the time of handover to ENORISE.

(3) The supplier is obligated to notify ENORISE immediately in writing if circumstances arise or become apparent to the supplier that indicate deadlines or dates cannot be met. This does not entitle the supplier to an extension of deadlines or a postponement of dates.

(4) If the Supplier is in default of the delivery or service owed, ENORISE shall be entitled to claim a contractual penalty of 0.2 percent of the net price of the delayed delivery or service for each full business day, but not exceeding a total of five [5] percent of the net price of the delayed delivery or service.

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(5) The supplier is not entitled to make partial deliveries unless otherwise agreed.

## § 6 Spare Parts

(1) The Supplier warrants that the supply of spare parts is guaranteed for a period corresponding to the usual technical lifespan, but for at least ten [10] years following delivery or acceptance of the last delivery or service owed under the contract. During this period, the Supplier is obligated to supply spare parts to ENORISE on reasonable terms.

(2) If the Supplier intends to discontinue the supply of spare parts, the Supplier must notify ENORISE immediately and give ENORISE the opportunity to place an order. Any claims for damages by ENORISE shall remain unaffected by such an order.

## § 7 Responsibilities of the Supplier

(1) The Supplier is obligated to

- comply with all applicable laws and regulations;
- when performing services on the premises of an ENORISE site, to observe the applicable internal instructions and safety, health, and environmental regulations and to obtain any necessary permits;
- comply with the provisions of the United Nations Convention on the Rights of the Child of November 20, 1989, regarding the prohibition of child labor;
- not to use forced labor in any form, as defined in Article 1 of the International Labour Organization Convention on the Abolition of Forced Labor of June 25, 1957.

(2) The Supplier undertakes to comply with all of ENORISE's requirements and standards regarding ethics, social responsibility, and environmental sustainability, and to adhere to ENORISE's Code of Conduct.

(3) The Supplier shall be fully liable for any damages and costs incurred by ENORISE resulting from a culpable breach of the contractual obligations listed in paragraph (1). The Supplier shall indemnify ENORISE against any claims by third parties.

(4) The Supplier is solely responsible for the selection, deployment, supervision, and appropriate compensation of all employees, temporary workers, contractors, or other agents whom it engages to fulfill the contract.

(5) The Supplier is obligated to apply existing know-how and know-how acquired during the performance of the contract in such a way as to achieve the best possible result.

(6) In the course of performing the contract, the Supplier shall, without additional compensation, take all measures that appear necessary to achieve the underlying purpose of the contract, even if these were not expressly mentioned in the order.

(7) The Supplier is obligated to propose to ENORISE any technical changes or other deviations from the order that it deems necessary or appropriate during the course of the manufacturing process. Should such a change result in cost overruns or delays, the Supplier is obligated to point this out when submitting its proposal.

(8) The supplier may not transfer the performance of the services ordered by ENORISE, in whole or in part, to third parties without ENORISE's express written consent. ENORISE's consent does not limit the supplier's liability. The supplier bears unlimited liability for the acts and omissions of the subcontractor.

(9) The supplier shall provide ENORISE

- provide all information and instructions necessary for the proper storage and use of the delivery or service;
- ensure that the goods and services are suitable and appropriate for the contractually agreed or known intended use;
- to notify ENORISE immediately should the goods or services or their use violate legal regulations at the place of performance; and
- immediately inform ENORISE of any risks or deficiencies in the delivery or service of which it is aware or becomes aware.

(10) If the Contractor has signed a confidentiality agreement, this shall apply to all future orders effective from the date of signature.

(11) The supplier confirms that only products will be delivered whose contained substances have been properly and registered on time.

(12) The Supplier undertakes to ensure that all deliveries of electrical and electronic components or devices are RoHS-compliant and CE-certified. If this is not possible, this must be expressly noted in the order confirmation.

(13) Suppliers in the field of IT services and software development undertake to establish and maintain an appropriate and effective information security management system that complies with industry standards. For all activities in which confidential or security-relevant information from ENORISE is processed, the supplier is obligated to demonstrate a security level certified according to TISAX or an equivalent standard. The supplier shall ensure that all organizational and technical measures are taken to guarantee the integrity, availability, and confidentiality of the information entrusted to it at all times.

(14) The Supplier guarantees that all processing of personal data in connection with the performance of the contract is carried out in accordance with the General Data Protection Regulation (GDPR) and all other relevant data protection regulations. The Supplier shall ensure that appropriate technical and organizational measures are taken to ensure a level of protection appropriate to the risk.

(15) The Supplier undertakes to notify ENORISE immediately of any data protection incidents and to provide all information necessary for investigation, damage mitigation, and compliance with statutory reporting deadlines.

## § 8 Auditing

(1) ENORISE is entitled to conduct comprehensive or spot audits at the Supplier's premises (i.e., at its production and operating facilities and other locations) to ensure the quality of the deliveries or services owed.

(2) An audit may be conducted at any time during normal business hours, provided reasonable advance notice is given. Advance notice is generally considered reasonable if it is provided five [5] business days prior to the start of the audit. When conducting the audit, ENORISE is obligated to take the supplier's legitimate interests into account.

(3) The Supplier shall immediately remedy any deficiencies identified during an audit and implement agreed-upon measures.

(4) The Supplier shall participate in the audit at its own expense and fully support ENORISE.

(5) Any rights of ENORISE, in particular claims for warranty and damages, remain unaffected.

## § 9 Export and Import Controls

(1) The contracting parties are aware that deliveries and services may be subject to export and import restrictions. In particular, licensing requirements may apply, or the use of software or associated technologies abroad.

(2) The Supplier shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, and the United States of America, as well as all other relevant regulations.

(3) Suppliers outside the EU are required to indicate the weight and the HS code (Customs Tariff No.) on the invoice for each shipment of goods. We accept only material surcharges or items designated as other costs and fees on the invoice that have been negotiated with us and contractually agreed upon. Unauthorized surcharges or fees will be deducted from the invoice.

(4) For the purpose of preparing the monthly Intrastat declaration (EC Regulation No. 638/2004), the supplier must indicate the corresponding customs tariff number and the net weight of the goods on its invoices.

## § 10 Place of Performance, Shipping, Transfer of Risk

(1) The place of performance for all obligations arising from the contractual relationship is the shipping address specified in the order, unless otherwise specified. If the supplier is also responsible for installation, the place of performance is the location where the installation is to take place.

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(2) Shipping documents and delivery notes must include the order number and/or the name of the person responsible at ENORISE. The supplier must comply with any additional packaging and shipping instructions from ENORISE. In all other respects, the method of shipment and packaging are subject to the supplier's reasonable discretion.

(3) Risk shall pass to ENORISE upon acceptance of the delivery or acceptance of the service.

(4) The supplier is obligated to insure the delivery at its own expense against theft, breakage, transport, fire, and water damage, or other insurable risks.

## § 11 Acceptance

(1) All services for which acceptance is possible require acceptance. If the inspection of the supplier's services requires the commissioning of an entire system, acceptance shall take place only after the successful completion of the corresponding inspection of the entire system.

(2) Unless the parties have agreed otherwise, a period of four [4] weeks shall be deemed agreed upon for the inspection of the service. The Supplier hereby waives the right to object on the grounds of a delayed notice of defects.

(3) To the extent that the Supplier is required to provide a service that requires acceptance by us, the Supplier is obligated to notify us in writing of its request for acceptance at least 14 days prior to the agreed acceptance date.

(4) If the Supplier's service is integrated into a comprehensive service provided by ENORISE to a customer of ENORISE, acceptance of the Supplier's service shall take place only after acceptance of the service by the customer of ENORISE.

## § 12 Warranty

(1) With regard to ENORISE's rights in the event of material defects or defects of title in the goods (including incorrect or short deliveries as well as improper installation, defective installation, operating, or user manuals) and in the event of other breaches of duty by the supplier, the statutory provisions shall apply unless otherwise specified below.

(2) The statutory provisions apply to the commercial duty to inspect and give notice of defects, subject to the following condition: ENORISE's duty to inspect is limited to defects which become apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or short deliveries), or which are detectable during ENORISE's quality control via random sampling. If an acceptance inspection has been agreed upon, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual case. ENORISE's obligation to give notice of defects discovered later remains unaffected. Notwithstanding any obligation to inspect, ENORISE's notice of defect shall in any case be deemed to have been given immediately and in a timely manner if it is sent within five [5] business days of discovery or, in the case of obvious defects, from the date of delivery.

(3) Subsequent performance also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their nature and intended use; ENORISE's statutory claim for reimbursement of corresponding expenses remains unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that no defect actually existed.

(4) Notwithstanding ENORISE's statutory rights and the

provisions in paragraph (3), the following applies: If the supplier fails to fulfill its obligation to provide subsequent performance—at ENORISE's discretion, either by remedying the defect (repair) or by delivering a defect-free item (replacement delivery)—within a reasonable period set by ENORISE, ENORISE may remedy the defect itself and demand reimbursement from the supplier for the expenses incurred or a corresponding advance payment. If the supplier's subsequent performance has failed or is unreasonable for ENORISE (e.g., due to particular urgency, a threat to operational safety, or the imminent occurrence of disproportionate damage), no deadline need be set; ENORISE shall inform the supplier of such circumstances without delay, if possible in advance.

(5) In all other respects, in the event of a material defect or a defect of title, ENORISE is entitled, in accordance with statutory provisions, to reduce the purchase price or to withdraw from the contract. Furthermore, ENORISE is entitled to compensation for damages and reimbursement of expenses in accordance with statutory provisions.

(6) ENORISE is entitled to the statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB)) without restriction, in addition to claims for defects.

## § 13 Statute of Limitations

(1) The mutual claims of the contracting parties shall become time-barred in accordance with statutory provisions, unless otherwise specified below.

(2) Notwithstanding § 438 (1) No. 3 BGB of the German Civil Code (BGB), the general statute of limitations for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed upon, the statute of limitations begins with acceptance. The 3-year statute of limitations shall apply mutatis mutandis to claims arising from defects of title, provided that the statutory limitation period for third-party claims for specific performance (§ 438 (1) No. 1 BGB) remains unaffected; Furthermore, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against ENORISE—in particular, due to the absence of a statute of limitations.

(3) The statute of limitations under sales law, including the extension provided above, applies—to the extent permitted by law—to all contractual claims for defects. To the extent that ENORISE is also entitled to non-contractual claims for damages due to a defect, the standard statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods under sales law results in a longer limitation period in the individual case.

(4) Upon receipt of a written notice of defect by the supplier, the statute of limitations for warranty claims is suspended until the supplier rejects ENORISE's claims, declares the defect to have been remedied, or otherwise refuses to continue negotiations regarding ENORISE's claims. In the event of a replacement delivery or rectification of defects, the warranty period for replaced and repaired parts shall commence anew, unless ENORISE had reason to assume, based on the supplier's conduct, that the supplier did not consider itself obligated to take the measure, but rather carried out the replacement delivery or rectification of defects solely as a gesture of goodwill or for similar reasons.

## § 14 Property Rights

(1) The Supplier shall provide the delivery or service in the country of the place of performance free of any rights and, in particular, free of third-party industrial property rights or copyrights.

(2) The parties possess their own industrial property rights, copyrights, and know-how (hereinafter "Background"). To the extent that the Supplier's Background is inseparably merged with the Foreground—see below, para. (4) – and is absolutely necessary for the exploitation of the contractual results, the Supplier grants ENORISE a non-exclusive, temporally and geographically unlimited, transferable, and (for the purpose of exploiting the contractual results) sublicensable right of use to the Background.

(3) Unless otherwise agreed between the parties, the grant of rights of use to the Background shall be settled upon payment of the price.

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(4) The industrial property rights, copyrights, and know-how (hereinafter "Foreground") created by the Supplier during the performance of the contract and throughout the term of this contract shall belong exclusively to ENORISE and are hereby transferred in full from the Supplier to ENORISE in accordance with the following provisions.

(5) To the extent that the Foreground consists of copyright-protected works, the Supplier hereby grants ENORISE the exclusive, unlimited in time and territory, transferable, and sublicensable right of use. This right of use includes, in particular, the reproduction, distribution, public performance, and making available to the public of the Foreground in all known forms of use, including the right to adapt and further develop the Foreground and to use the resulting outcomes to the extent specified above.

(6) The Supplier has entered into valid and sufficient agreements with its employees (including researchers, representatives, consultants, and subcontractors) or will take all necessary measures to ensure the transfer of the Foreground created by this group of persons to the Supplier. In particular, the Supplier shall have unrestricted rights to the inventions created by its employees that are eligible for patents and/or utility models.

(7) The Supplier shall receive a non-exclusive, non-transferable, and non-sublicensable right of use to the Foreground. Use of the Foreground in the context of contract research for third parties is not permitted.

(8) Unless otherwise agreed between the parties, the transfer of the Foreground or the rights of use pursuant to paragraphs (4) and (5) shall be deemed effective upon payment of the price.

. If, in exceptional cases, this is not the case, the Supplier may demand that the transfer take place concurrently with the payment of the agreed remuneration or, if such remuneration has not yet been agreed, a reasonable and fair remuneration to be agreed.

(9) Should ENORISE be held liable by a third party for the infringement or alleged infringement of intellectual property rights resulting from the use of the delivery or service, the Supplier shall indemnify ENORISE upon first request against all damages and costs (including reasonable legal defense costs).

## § 15 Free-Issue Materials

(1) If ENORISE provides the Supplier with information, documents, or items such as prototypes or tools (hereinafter "Items Provided"), this is done on a loan basis.

(2) The Supplier is obligated to store provided items separately and clearly mark them as the property of ENORISE.

(3) Any processing, mixing, or combining (further processing) of provided items by the Supplier shall be performed on behalf of ENORISE.

(4) The Supplier shall use the items provided exclusively for the performance of the services owed under the contract. The Supplier is obligated to insure the Supplied Materials at replacement value against fire, water, and theft at its own expense. At the same time, the Supplier hereby assigns all claims for compensation arising from this insurance to ENORISE. ENORISE hereby accepts the assignment. The supplier is obligated to perform any necessary maintenance and inspection work on the materials provided, as well as all maintenance and repair work, in a timely manner at its own expense. The supplier must immediately notify ENORISE of any damage, defects, or malfunctions; if the supplier culpably fails to do so, claims for damages remain unaffected.

(5) If ENORISE is obligated to provide materials, ENORISE shall only be in default of this obligation upon express written notice from the supplier; such notice must be provided in writing or in text form.

(6) The supplier undertakes to provide ENORISE with all information, in particular regarding the composition and origin, but also other circumstances related to the goods delivered by the supplier, that is necessary to ensure that export regulations are not violated when the goods delivered by the supplier are exported. The supplier warrants to ENORISE that it has complied with all export regulations necessary for its delivery and that neither prohibitions nor licensing requirements have been disregarded.

(7) If an order item to be delivered contains a hazardous substance, either in whole or in part, this must be clearly indicated on the delivery note. The required safety data sheets must be enclosed, or a reference must be provided via a web address to a location where these documents can be accessed.

## § 16 Transfer of Ownership

(1) Upon transfer of risk, the supplier's delivery or service shall become the unrestricted property of ENORISE.

(2) To the extent that the contracting parties agree that ownership of the delivery items shall not be transferred to ENORISE until full payment of the agreed price, the supplier shall transfer ownership of the delivery items to ENORISE upon their manufacture or acquisition, subject to the condition precedent of full payment.

(3) The Supplier shall store the goods belonging to ENORISE (if applicable, after their manufacture or acquisition) separately and clearly mark them as the property of ENORISE.

(4) Any retention of title by the supplier requires the express written consent of ENORISE, which ENORISE may refuse only for good cause.

(5) The supplier is obligated to inform ENORISE immediately of the existence of retention of title by its subcontractors.

## § 17 Liability, Insurance

(1) The Supplier's liability is governed by statutory provisions.

(2) The Supplier undertakes to take out business liability and product liability insurance with an insurance company licensed in Germany, with a coverage amount appropriate to the contract. As a rule, a coverage amount of EUR 5,000,000.00 (in words: five million) is appropriate.

(3) The Supplier shall notify ENORISE of the conclusion of the insurance and—upon request—provide proof of its existence.

(4) The insurance must include coverage for injury to life, limb, or health, as well as for other material or immaterial, direct or indirect damages resulting from defective contractual performance.

(4) The insurance must include coverage for injury to life, limb, or health, as well as for other material or immaterial, direct, and indirect damages resulting from defective contractual performance.

(5) The Supplier waives the right to seek recourse against ENORISE and/or ENORISE's insurance company and undertakes to obtain a similar waiver from its own insurance company.

(6) The existence of the insurance does not limit the supplier's liability.

## § 18 Confidentiality

(1) The Supplier shall keep confidential all oral, written, electronic, or visual information provided to the Supplier in connection with the collaboration and which is marked as confidential or is otherwise recognizable as confidential, e.g., due to its content; this applies in particular to trade and business secrets. The foregoing provisions shall not apply to the extent that information (i) is publicly known or becomes without this resulting from a breach of these confidentiality provisions; (ii) is already in the Supplier's possession at the time of its disclosure, without the Supplier having any obligation to any person to keep such information confidential; (iii) becomes known to the Supplier from a source other than ENORISE after its disclosure; and/or (iv) is independently developed by the Supplier. The Supplier shall impose corresponding confidentiality obligations on its employees and subcontractors who come into contact with confidential information from ENORISE.

(2) The confidentiality obligation under paragraph (1) shall continue to apply beyond the termination of the contract.

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## **§ 19 Assignment, offsetting**

(1) The Supplier is not entitled to assign claims arising from the contract to third parties without the prior written consent of ENORISE. ENORISE may not unreasonably withhold its consent. If there is an extended retention of title by a supplier of the Supplier, consent shall be deemed granted upon separate written notice (i.e., not included in the offer or order confirmation).

(2) The Supplier is only entitled to set off recognized or judicially established claims against claims of ENORISE. This applies accordingly to rights of retention of ENORISE accordingly.

## **§ 20 Place of Jurisdiction, Choice of Law, Written Form, Final Provisions**

(1) If the Supplier is a merchant, a legal entity under public law, or a special fund under public law, or if the Supplier has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between ENORISE and the Supplier shall be, at ENORISE's discretion, Aachen or the Supplier's registered office. In such cases, however, Aachen shall be the exclusive place of jurisdiction for actions against ENORISE. Mandatory statutory provisions regarding exclusive places of jurisdiction remain unaffected by this provision.

(2) The relationship between ENORISE and the supplier shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

(3) Should individual provisions of the contract be invalid, this shall not affect the validity of the remaining provisions.