

## TERMS AND CONDITIONS OF SALE

### 1. PRELIMINARY

- 1.1 Siemens Limited ("Siemens") contracts with each customer (the "Customer") subject to and upon these Terms and Conditions of Sale (the "Conditions"), which shall govern the sale of all goods (the "Goods") and the supply of all services in connection with the Goods (the "Services") and together the "Products", exclusively, notwithstanding any terms, special conditions whether oral or written, or purported variations, contained in any Customer order, correspondence, or documentation, unless specifically agreed to in writing by a duly authorised officer of Siemens.
- 1.2 These Conditions shall govern and be incorporated in each contract for the sale of Goods and/or supply of Services made by Siemens and the Customer (the "Contract"). Each Contract shall be construed as a separate agreement between Siemens and the Customer.
- 1.3 Save as provided in Clause 1.1, no employee or agent of Siemens shall have authority to vary, add to, or depart from, these Conditions, or to make any representations in relation to the Products or the Contract.
- 1.4 Whenever there is a conflict or inconsistency between the provisions of these Conditions and any other terms and conditions agreed between Siemens and the Customer, as provided in Clause 1.1, then, these Conditions shall apply to the extent of such conflict or inconsistency, save where and to the extent that any of the provisions of these Conditions are specifically excluded or varied, as provided in Clause 1.1.
- 1.5 These Conditions are not applicable in consumer contracts.

### 2. DELIVERY

- 2.1 Siemens shall use its reasonable commercial endeavours to keep to any stated despatch, delivery, installation, or completion date, but shall not be liable for any delay in achieving or meeting any such date, however caused, whether such delay shall be caused by circumstances over which Siemens has control, or otherwise. In addition, time for delivery shall not be of the essence of a Contract and shall not be made so by customer service of any notice.
- 2.2 The Goods may be delivered by Siemens in advance of the quoted delivery date, on reasonable prior notice to the Customer. Unless expressly agreed otherwise by the parties, Siemens may deliver the Goods in one or more instalments.
- 2.3 If the Customer fails to take delivery of the Goods, or fails to give Siemens adequate delivery instructions at the time stated for delivery, except where such failure is directly due to circumstances of Force Majeure as set out in Clause 9 or Siemens' default, then, without prejudice to any Siemens right or remedy, Siemens may:
  - (a) store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and delivery; and/or
  - (b) in the event of any failed redelivery, sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract, or charge the Customer for any shortfall below the price under the Contract; and
  - (c) make liable the Customer for payment of a figure up to [fifty percent (50%)] of the anticipated cost of any Services by way of compensation to Siemens, which shall be paid within 30 days of Siemens written demand, in accordance with Clause 4.
- 2.4 Where Goods are to be commissioned or installed by Siemens at the Customer's premises, the Customer shall provide Siemens with all necessary access, facilities, and services.
- 2.5 In respect of Products, Siemens reserves the right to sub-contract, in whole or in part, the supply without notice to the Customer, save as required by Customer site regulations and security requirements.

### 3. PRICES AND SPECIFICATIONS

- 3.1 All prices quoted are valid for the earlier of, thirty (30) days or until acceptance by the Customer, after which time they may be altered by Siemens without notice to the Customer. All prices are quoted exclusive of VAT, customs duties, and other taxes and duties.
- 3.2 Unless the Goods are to be commissioned or installed by Siemens, prices quoted are ex-works (EXW according to Incoterms 2000) and exclusive of packaging and transportation, save where set out in the Contract, or otherwise specifically agreed in writing by Siemens.

### 4. TERMS OF PAYMENT

- 4.1 The terms of payment shall be cash net, denominated and payable in euro unless expressly agreed otherwise by Siemens, payable by the Customer to Siemens within thirty (30) days from the date of the relevant issued invoice, together with VAT and other applicable taxes or duties at the appropriate rate.
- 4.2 Without prejudice to Siemens other rights and remedies, upon contravention of the agreed payment terms, the Customer shall be liable to Siemens for interest on overdue balances payable in the manner and at the rate set out in European Communities (Late Payment in Commercial Transactions) Regulation 2002 (SI 388/2002).
- 4.3 Siemens may, at its sole discretion, at any time prior to sale of Goods and/or supply of Products, require full, or partial, payment of the quoted price prior to delivery, or the provision of security for payment by the Customer in a form acceptable to Siemens. In addition, any extension of credit allowed to the Customer may be changed or withdrawn at any time prior to sale and supply of Products at the discretion of Siemens.
- 4.4 Without prejudice to Siemens other rights and remedies, Siemens may withhold the sale and/or supply of Products, whether in whole or in part, in the event that the Customer is overdue with payment of any invoiced sum, or is in material breach of a Contract, until such time as the payment is made or the breach remedied, as appropriate.
- 4.5 All sums shall be paid in full and free from any rights of set-off and counterclaim, to the extent legally permissible.

### 5. RISK, PROPERTY AND RESERVATION OF TITLE

- 5.1 Risk in and to the Goods shall pass on delivery to the Customer. Delivery shall take place at the premises set out in the Contract or otherwise agreed by the parties. If the Customer or its agent wrongfully fails to take delivery of the Goods, then, delivery shall take place at the time when Siemens has tendered delivery of the Goods.
- 5.2 Risk in and to the Goods shall pass irrespective of whether or not the cost of transportation of the Goods is payable by the Customer, or the Goods are to be commissioned or installed by Siemens, unless expressly agreed otherwise by the parties.
- 5.3 Subject to Clause 5.6, title and property in and to the Goods shall remain with Siemens until all relevant sums owing to Siemens in respect thereof have been paid in full or until the Goods are sold or disposed of by the Customer, in which case the Customer shall hold on trust the proceeds of any sale or disposal to the amount of sums owing to Siemens. Where no such sale or disposal occurs and the Customer still owes sums to Siemens, title and property in and to the Goods has not passed, and the Customer shall be in possession of the Goods in a fiduciary capacity and shall: (a) take proper care and take all reasonable steps to prevent any damage to, or deterioration of, the Goods; (b) keep the Goods free from any charge, lien, or other encumbrance, and store the Goods in such a way as to show clearly that they belong to Siemens; (c) fully insure the Goods (d) notify Siemens immediately upon the happening of any event of force majeure, as set out in Clause 9; and (e) give Siemens such information relating to the Goods as Siemens may from time to time require.
- 5.4 The Customer's power of sale set out in Clause 5.3 shall cease and/or Siemens shall suspend further deliveries and/or cancel existing orders, at Siemens option, if a receiver or examiner is appointed over any or all of the assets or undertaking of the Customer, or a winding-up order is made against the Customer, or the Customer goes into voluntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation), or calls a meeting of or makes any arrangement or composition with creditors, or commits any act of bankruptcy, or is reasonably likely to become unable to pay its debts in the opinion of Siemens. In such event, Siemens may revoke the Customer's power of sale set out in Clause 5.3 by notice to the Customer and may further require the Customer, in writing, to return to the nominated address of Siemens, at the Customer's expense, any Goods supplied by Siemens where the Customer is in default of payment for longer than seven (7) days or on dishonour of any bill of exchange or other negotiable instrument on presentation for payment.
- 5.5 Any servant, agent or contractor authorised by Siemens shall be entitled to enter upon the premises of the Customer for the purpose of removing any Goods which are the property of Siemens and which are in the possession of the Customer.
- 5.6 Notwithstanding the provisions of Clause 5.3, legal and beneficial title to all intellectual property rights subsisting in the Products, including, without limitation, any copyright, patents, designs, trade and service marks, belong to, vest in and shall remain vested in Siemens or, where appropriate, a third party supplier.

### 6. WARRANTY

- 6.1 Subject as hereinafter provided, Siemens warrants that:
  - (a) all new Goods supplied, other than those described in sub-Clause (b) hereof, shall, at the date of despatch to the Customer and for a period of three hundred and sixty five (365) days thereafter, operate materially in accordance with its standard published operation and specification documentation. Siemens' sole liability for breach of this warranty shall be, at its option, to repair or replace the relevant defective Goods, part or parts (or components thereof), free of charge or, to refund to the Customer the price of the Goods (or a proportionate part of the price), part or parts (or components thereof), which shall, within the warranty period aforesaid be returned to Siemens or its duly authorised representative, provided that, it is clearly established that the Goods, part or parts (or component thereof), were not in accordance with the warranty standard during the warranty period, aforesaid;
  - (b) new software licensed shall, at the date of despatch to the Customer and for a period of ninety (90) days thereafter, operate materially in accordance with its standard published operation and specification documentation. Siemens sole liability for breach of this warranty shall be to take reasonable steps to correct any defect in the software notified to Siemens during such warranty period, and to supply, at its option, a new corrected copy or update of the software, as soon as reasonably possible in the circumstances. Siemens does not warrant that use of the software shall be uninterrupted or error free; and
  - (c) Siemens shall perform the Services with reasonable skill and care and in accordance with the generally recognised commercial practices and standard of their industry. Siemens' sole liability for breach of this warranty shall be, at its option, to take all reasonable steps to remedy any failure to supply the Services which are notified to Siemens during such warranty period, or to re-perform or perform correctly the Services in respect of which this warranty has been breached. Any claim for breach of this warranty shall be made within sixty (60) days of the date of completion of the Services for which the claim is made. The warranty provisions of Clause 6.1 shall be subject to the following:
    - (i) Siemens shall be under no liability in respect of any defect in Products arising from any drawing, design or specification supplied by the Customer;
    - (ii) unless otherwise expressly agreed in writing, Siemens gives no warranty whatever in respect of second hand Goods, and/or software, save as it may be obliged to do so by law;
    - (iii) no warranty is provided by Siemens in respect of Goods, articles, accessories, peripherals, or parts, manufactured or supplied by persons or firms other than Siemens and not being Siemens badged, including, but not limited to, third party shrink wrap software, the warranty, if any, on which is as provided by the third party manufacturer or supplier thereof;
    - (iv) the Customer shall be responsible for any expenses of transportation, installation, labour, or other costs, which may be involved in relation to any warranty claim arising under this Clause 6.1, save to such extent as Siemens may agree in writing in any particular case;
    - (v) the warranty set out in Clause 6.1 does not extend to any Goods from which Siemens' identification number or plates have been removed, or which have been accidentally damaged, or which have been repaired, altered, neglected or used in any way so as to affect adversely their reliability or quality or used under abnormal conditions, in each case by any party other than Siemens;
    - (vi) in the event of there being any dispute as to whether or not any returned part or parts (or components thereof) was not in conformity with the relevant warranty at the date of despatch, or as to the cause thereof, Siemens shall be entitled to apply, or have applied, such tests as it may deem necessary, but Siemens shall not be responsible for any loss occurring, or for any damage, to such part or parts (or components thereof) occasioned by or in the course of such tests;
    - (vii) where a warranty claim arises under Clause 6.1, the Customer, its agents or representatives shall furnish without delay, following their becoming aware, within the relevant warranty period, full details of the claim to Siemens, in writing, specifying the date and place of purchase, delivery, or performance, of the Products, the date of dispatch or supply as appropriate, the circumstances in which the alleged warranty breach became apparent, and such further details as may be relevant to the claim; and
    - (viii) where Siemens remedies a warranty breach under Clause 6.1, then the warranty period for Goods repaired or replaced shall be the greater of the relevant warranty period or one hundred and eighty (180) days from the date of Siemens repair or replacement, as appropriate.

The warranty provisions of Clause 6.1 shall be subject to the following:

- (i) Siemens shall be under no liability in respect of any defect in Products arising from any drawing, design or specification supplied by the Customer;
  - (ii) unless otherwise expressly agreed in writing, Siemens gives no warranty whatever in respect of second hand Goods, and/or software, save as it may be obliged to do so by law;
  - (iii) no warranty is provided by Siemens in respect of Goods, articles, accessories, peripherals, or parts, manufactured or supplied by persons or firms other than Siemens and not being Siemens badged, including, but not limited to, third party shrink wrap software, the warranty, if any, on which is as provided by the third party manufacturer or supplier thereof;
  - (iv) the Customer shall be responsible for any expenses of transportation, installation, labour, or other costs, which may be involved in relation to any warranty claim arising under this Clause 6.1, save to such extent as Siemens may agree in writing in any particular case;
  - (v) the warranty set out in Clause 6.1 does not extend to any Goods from which Siemens' identification number or plates have been removed, or which have been accidentally damaged, or which have been repaired, altered, neglected or used in any way so as to affect adversely their reliability or quality or used under abnormal conditions, in each case by any party other than Siemens;
  - (vi) in the event of there being any dispute as to whether or not any returned part or parts (or components thereof) was not in conformity with the relevant warranty at the date of despatch, or as to the cause thereof, Siemens shall be entitled to apply, or have applied, such tests as it may deem necessary, but Siemens shall not be responsible for any loss occurring, or for any damage, to such part or parts (or components thereof) occasioned by or in the course of such tests;
  - (vii) where a warranty claim arises under Clause 6.1, the Customer, its agents or representatives shall furnish without delay, following their becoming aware, within the relevant warranty period, full details of the claim to Siemens, in writing, specifying the date and place of purchase, delivery, or performance, of the Products, the date of dispatch or supply as appropriate, the circumstances in which the alleged warranty breach became apparent, and such further details as may be relevant to the claim; and
  - (viii) where Siemens remedies a warranty breach under Clause 6.1, then the warranty period for Goods repaired or replaced shall be the greater of the relevant warranty period or one hundred and eighty (180) days from the date of Siemens repair or replacement, as appropriate.
- 6.2 The Customer hereby warrants that it is acting in the course of a business in entering into a Contract and is not a consumer within the meaning of the Sale of Goods and Supply of Services Act, 1980.

- 6.3 Except as expressly set forth in these Conditions, all warranties, terms and conditions, whether oral or written, express or implied by law, custom, or otherwise, including, but not limited to, any warranties, terms and conditions of fitness for purpose, description and quality, are hereby excluded to the maximum extent legally permissible, specifically Sections 12, and 39 of the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980, save to such extent as may lawfully be excluded in relation to any particular sale.

### 7. SOFTWARE LICENCE

- 7.1 Siemens hereby grants to the Customer a non-exclusive license to use any software which is supplied as an integral part of the Goods. The Customer agrees such software shall be used only in the Goods in which it is supplied. Any subsequent sale of the Goods by the Customer shall contain the foregoing restriction, which the Customer shall include within its agreement with the third party.
- 7.2 In the event the software is supplied as a separate item from Goods, then, its use by the Customer shall be subject to: (a) Siemens standard software license, in respect of Siemens proprietary or licensed third party software; and (b) the licence terms of a third party licensor, in respect of third party software supplied but not licensed by Siemens, whether contained in a shrink-wrap or other form of license. In each case Siemens shall supply or make available to the Customer the licence terms. In respect of software made available to the Customer as set out in sub-Clause (b) Siemens does not warrant the software, which is provided to the Customer 'as is' which the Customer hereby accepts.
- 7.3 All other terms and conditions including warranty issues relating to software are subject to the Company's standard software license conditions, a copy of which is available on request.
8. **LIMITATION OF LIABILITY**
- 8.1 Siemens shall accept liability to the Customer in respect of death or personal injury, together with fraudulent misrepresentation, to the extent that it arises from the negligence of Siemens, its employees or agents, including, but not limited to, as set out in product liability legislation.
- 8.2 Subject to Clause 8.1, Siemens shall be liable to the Customer in respect of: (a) any proven and direct loss or damage to the tangible property of the Customer, and/or; (b) any other proven and direct loss or damage to the Customer, where such loss or damage is caused by the negligent error or omission, breach or default, of Siemens, its servants or agents. The foregoing liability of Siemens shall be subject to a limit, in aggregate, of the greater of, one hundred thousand euro (100,000), or one hundred and fifteen per cent (115%) of the relevant net invoice price setting out the Products, or part, or other item, from which such loss or damage arose, as appropriate (the "Invoice Price"), provided that, where the relevant Invoice Price exceeds one million euro (1,000,000), then, a limitation of one hundred per cent (100%) of the relevant Invoice Price shall apply.
- 8.3 In no event shall Siemens be liable to the Customer for:
  - (a) loss of profits, loss of business, loss of revenue, loss of use, loss of goodwill or anticipated savings, loss of or loss of use of any software or data; and/or
  - (b) indirect, consequential or special loss or damage; and/or
  - (c) loss or damage due to the Customer's failure to fulfil its obligations and responsibilities set out in these Conditions, or any matter under the control of the Customer; and/or
  - (d) loss or damage due to the expiry, without renewal, or termination, for whatever reason, of these Conditions;
 AND, for the purposes of this Clause 8.3, the term "loss" shall include a partial loss, as well as a complete or total loss.

### 9. FORCE MAJEURE

- 9.1 For the purposes of this Clause 9 "Force Majeure" shall mean an event beyond the reasonable control of Siemens or the Customer, including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, difficulty or increased expense in obtaining workers, materials or transport, or other circumstances affecting the supply of the Products (or raw materials thereof) by Siemens' normal source of supply, means of manufacture, or means of receipt of delivery.
- 9.2 If Siemens is prevented, hindered, or delayed from, or in, supplying the Products in accordance with these Conditions by a Force Majeure event, then, Siemens may, at its option: (a) suspend deliveries while the Force Majeure Event continues; (b) if Siemens has insufficient stocks to meet its commitments, apportion available stocks between its customers as it determines; and/or (c) terminate any Contract so affected with immediate effect by written notice to the Customer; AND Siemens shall not be liable for any loss or damage suffered by the Customer as a result.

### 10. INDEMNITY

- 10.1 The Customer shall indemnify Siemens, without limitation and upon demand, against any claims for loss, damage, expense (including legal costs), injury or death to Siemens personnel or third parties, arising out of or in connection with the subject matter of a Contract, or the Products supplied thereunder, save as to such extent that Siemens has failed to comply with its statutory obligations, if any, concerning the subject matter hereof.
- 10.2 In the event that any legal claim is brought against Siemens based on the allegation that any Products sold and/or supplied by Siemens to the Customer infringes any patent, copyright, trademark, registered design, or design right, enforceable in Ireland, then, Siemens shall indemnify the Customer against any costs and damages awarded against the Customer in such legal claim, or settlement figure agreed by Siemens, together with reasonable legal expenses. The indemnity set out in 10.2 is subject to:
  - (a) the Customer notifying Siemens promptly upon becoming aware of such claim;
  - (b) the Customer making no admission in relation to the claim without Siemens' prior express written consent;
  - (c) Siemens having full control of the defence of such claim, including all negotiations for settlement;
  - (d) the Customer providing, upon request and without charge, all reasonable assistance to Siemens in defence of a claim; and
  - (e) the Customer using the Goods as was intended and instructed by Siemens operating manuals, other documentation, or direct instruction.
- 10.4 The indemnity set out in Clause 10.2 shall not apply if:
  - (a) the claim is based on the use or combination of Products supplied under a Contract with programs, data, software or equipment not supplied by Siemens; and/or
  - (b) the infringement arises as a result of Siemens following a specific design instruction supplied by the Customer.
  - (c) there are modifications by the Customer, its agents or representatives or 3rd parties unauthorised by Siemens.
- 10.5 If an allegation of infringement is made, or in Siemens' opinion is likely to be made, then; Siemens may, at its option, either: (a) secure the Customer's right to continue to use and receive the Products; (b) replace or modify the Products to render them non-infringing, without materially detracting from the relevant performance or functionality thereof; or (c) refund the relevant Invoice Price paid by the Customer.
- 10.6 The provisions of this Clause 10 shall subject Siemens' entire liability to the Customer in relation to intellectual property right infringement. The provisions of this Clause 10 shall be subject to the limitation of liability and exclusion of liability provisions set out in Clause 8.2 and 8.3 respectively.

### 11. CONFIDENTIALITY

- 11.1 The Customer and Siemens shall each keep confidential and shall not, without the prior consent in writing of the other, disclose to any third party any technical or commercial information which it acquires from the other as a result of discussions, negotiations and other communications between them relating to the Products, save insofar as may be: (a) necessary for the purposes of the Contract; (b) necessary for compliance with legal requirement and/or direction from a competent authority, including a stock exchange; (c) reasonably required by the insurers of the parties. The foregoing shall not apply to information that:
  - (a) a party receives which at the time of receipt is or comes into the public domain without fault on the part of the party to whom the same was disclosed;
  - (b) was already known to the relevant party at the time the same was disclosed to it or came to its attention; and
  - (c) has been lawfully disclosed to the relevant party by a third party.
- 11.2 The obligation of confidentiality is to last for 36 months from date of disclosure.

### 12. EXPORT AND CUSTOMS REGULATIONS

- 12.1 Where the Customer proposes to export the Goods or any part thereof or technical data and relevant export laws require that an export licence or other authorisation is obtained from any relevant Government (including any department or agency thereof), then, the Customer shall be solely responsible, at its costs and expense, for obtaining such licence or authorisation. The Customer shall comply with all export control regulations of Ireland and any other relevant jurisdiction.
- 12.2 The Customer agrees that it does not intend to and it will not directly or indirectly knowingly export or transmit any equipment, firmware and/or software to any of the individuals or firms on the denial and probation Orders contained in the USA and European Export regulations.
- 12.3 All Quotations (Contracts, Order confirmations) or fulfillment of contracts are subject to the proviso that required export licenses have been granted or that there are no other impediments arising from USA or EU regulations.

### 13. WEEE (Waste Electrical and Electronic Equipment)

- 13.1 The Customer shall finance Siemens cost of collection, treatment, recovery and environmentally sound disposal of WEEE as defined in the Directive 2002/96/EC and applicable Irish Law.
- 13.2 The Customer shall inform Siemens when he intends to dispose of the product as waste, or in case of resale, shall ensure that the final customer shall inform Siemens when the final customer intends to dispose of the product as waste.
- 13.3 Upon receipt of this information Siemens shall collect the WEEE, on the condition that the Goods have not been dismantled and the take back can be performed safely.
- 13.4 If the Customer does not fulfil these obligations he will be liable for the damage caused to Siemens.
- 13.5 To the extent permitted by Irish law the Customer shall indemnify and hold harmless Siemens against any penalties, damages and claims due to the failure to perform these obligations.
- 13.6 For the avoidance of doubt, the obligations under this Clause 13 arise in the business-to-business context and in relation to customers other than private households in accordance with Regulation 17 of the WEEE Regulations (SI 340 of 2005).

### 14. GENERAL

- 14.1 The Customer may not assign, novate, or transfer, or purport to assign, novate, or transfer, any of its rights or obligations under a Contract, without having obtained Siemens' prior written consent. Siemens may assign, sub-contract, or transfer, its rights and obligations under a Contract, without having obtained the Customer consent.
- 14.2 The parties' respective agents, representative, successors and permitted assigns shall have the benefit of and be bound by a Contract.
- 14.3 A Contract sets out the entire agreement and understanding between the parties hereto and supercedes all prior statements, representations (excluding fraudulent misrepresentations), agreements and understandings relating to the subject matter hereof.
- 14.4 If any provision of a Contract shall be held unlawful, void or unenforceable for any reason then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.
- 14.5 The invalidity, illegality or unenforceability of the whole or part of a Clause shall not affect or impair the continuation in force of the remainder of these Conditions.
- 14.6 The failure by Siemens to exercise, or delay by Siemens in exercising, a right or remedy provided by a Contract, or by law, shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a Contract, or by law, shall prevent a further exercise of the right or remedy or the exercise of another right or remedy.
- 14.7 A notice under or in connection with a Contract shall be in writing and shall be delivered personally or sent by post pre-paid recorded delivery, or by fax, to the party due to receive the notice at the parties registered office or principal place of business, which unless otherwise agreed shall be the parties address set out in the relevant Siemens invoice. In the absence of earlier receipt, a notice shall be deemed given: (i) if delivered personally, when left at the foregoing address; (ii) if sent by post, except airmail, two (2) days after the date of posting; (iii) if sent by airmail, five (5) days after the date of posting; and (iv) if sent by fax, on completion of transmission.
- 14.8 Any disputes, claims or proceedings arising out of or in any way relating to the Products, or a Contract, shall be governed by the laws of Ireland (excluding Northern Ireland). The Irish Courts shall have exclusive jurisdiction for the purpose of any proceedings arising out of or in any way relating to the Products, or a Contract, to which the parties hereby submit. Without prejudice to the foregoing, Siemens may seek provisional or protective relief in the courts of another jurisdiction prior to, during or after, any substantive proceedings have been instituted in Ireland and Siemens may bring enforcement proceedings in another jurisdiction on foot of an Irish judgement.