1. DEFINITIONS AND INTERPRETATION
1.1 In this Contract (unless the context otherwise requires), the following words and phrases shall have the meanings set out below:

"Conditions" means these terms and conditions of sale;

"Consultancy Contract" means the consultancy contract for the Goods and/or Services issued by SHEFFIELD;

"Client" means the person or firm to whom SHEFFIELD is under a contractual obligation to supply the Goods and/or Services;

"Contract" means this contract for the sale of Goods and/or Services made by or on behalf of SHEFFIELD;

"Documentation" means any documents, drawings, descriptions or specifications provided by SHEFFIELD;

"Goods" means the goods which SHEFFIELD supplies pursuant to the Contract;

"Services" means the services which SHEFFIELD provides pursuant to the Contract;

"Consultancy Services" means the consultancy services;

"Price and Payment" means the charges for the Goods and/or Services.

2. APPLICABILITY
These Conditions shall govern and be incorporated into the Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence, order form or submission by the Client or elsewhere or implied by custom, practice or course of dealing.

3. ACCEPTANCE
The Client’s execution and return of the Consultancy Contract or the execution and commencement or delivery of Goods or performance of Services, constitute the Client’s acceptance of the Consultancy Contract subject to these Conditions.

4. DELIVERY AND PERFORMANCE
4.1 SHEFFIELD will use reasonable endeavours to deliver the Goods or perform the Services on the delivery or performance date specified in the Consultancy Contract, or as otherwise agreed by SHEFFIELD.

4.2 In the event of these Conditions shall ignore the delivery or performance date (which are for reference only), and the Client shall not be responsible for any delay in delivery or performance.

4.3 Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

5. TIME FOR DELIVERY

5.1 Risk for the Goods passes on delivery but title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) remains with SHEFFIELD until the Client pays for the Goods in accordance with these Conditions.

5.2 Until title to the Goods passes to the Client under Condition 5.1, the Client shall (a) keep the Goods separately and readily identifiable as the property of SHEFFIELD; and (b) not attach the Goods to real property or mix the Goods with other goods in such a manner that the Goods cannot be readily identified as the property of SHEFFIELD.

5.3 Any time before title to the Goods passes to the Client, the Client shall provide all reasonable assistance to SHEFFIELD in connection with the Goods, and enter any premises that for that purpose (or authorise others to do so) which the Client hereby authorises; and/or (b) require delivery up to it of all or any part of the Goods.

5.4 Any property of or arising from the Goods delivered to the Client shall be the property of SHEFFIELD. All control and all property supplied to SHEFFIELD by or on behalf of the Client is held by SHEFFIELD at the Client’s risk.

6. PRICE AND PAYMENT

6.1 In consideration of SHEFFIELD undertaking the work set out in the Consultancy Contract, the Client agrees to pay the fees, costs and all other expenses as set out in the Consultancy Contract.

6.2 The price shall be paid without deduction of withholding or other income taxes and if subject to such deduction the Client shall indemnify SHEFFIELD for all such withholding or other income taxes.

6.3 The Client shall make all payments due to SHEFFIELD under the contract in pounds sterling within 30 days of the date of invoice.

6.4 Time of payment is of the essence of the Contract and SHEFFIELD reserves the right to suspend the performance of the Services until all amounts are paid or payable under the Contract.

6.5 If the Client fails to pay any amount due to SHEFFIELD under the Contract on the due date, interest shall be added to such amount at the rate of 5% per annum above the base rate for the time being of the Royal Bank of Scotland for the period for which interest is payable (whether before or after judgment).

6.6 SHEFFIELD reserves the right to revoke or withdraw at any time any credit allowed to the Client.

6.7 SHEFFIELD may offset any amount owing to it from the Client against any amount owed to the Client by SHEFFIELD.

7. INFRINGEMENTS OF THIRD PARTY RIGHTS

7.1 SHEFFIELD makes no representation or warranty that the Goods or Services or advice given by its servants or agents will not infringe third party rights.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property other than intellectual property arising from the delivery of the Goods or performance of the Services owned or controlled by a party to prior commencement of the Consultancy Contract and used by a party or its agents or subcontractors shall remain the property of the party introducing the same and nothing contained in this Contract shall give any right, title or interest in the Intellectual Property Rights to the other party as granted by the Conditions. SHEFFIELD shall not grant to SHEFFIELD an irrevocable royalty free licence to use such of its Background IP as may be necessary to effect delivery of the Goods or performance of the Services.

8.2 If the Client uses any Intellectual Property Rights or Services for the purposes of the Consultancy Contract, any intellectual property rights created solely and exclusively in relation to such Goods and Services pursuant to the Consultancy Contract shall vest in the Client. The hereby grants to SHEFFIELD an irrevocable royalty-free licence to use such Intellectual Property Rights in the background IP as may be necessary to effect delivery of the Goods or performance of the Services.

9. WARRANTY AND LIABILITY

9.1 SHEFFIELD will exercise reasonable care to ensure the accuracy of the advice, information and documents provided in connection with the Contract but accepts no liability whatsoever in respect of any claims of negligence, act or omission of SHEFFIELD or the Client or any third party or of any breach of any of the Conditions or of any document or drawings.

9.2 Shefield shall not be liable for: (a) non-delivery of the Goods or performance of the Services unless the Client notifies SHEFFIELD of the claim within fourteen (14) days of the date of delivery of SHEFFIELD’s invoice; or (b) shortages in quantity delivered unless the Client notifies SHEFFIELD of a claim within fourteen (14) days of delivery of the Goods or performance of the Services.

9.3 Except as set out in this Condition 9, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Goods or performance of the Services are hereby excluded to the extent permitted by law.