



Terms & Conditions

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU, ON BEHALF OF YOURSELF AND THE ENTITY/INDIVIDUALS YOU REPRESENT, SUCH AS YOUR EMPLOYER, (COLLECTIVELY, “You”) AND SHEFFIELD AEROSPACE. PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE AUCTION SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Bidding

Bidding on an SHEFFIELD AEROSPACE reverse auction constitutes a binding offer and may not be withdrawn or cancelled. You are responsible for reading the full item listing, including any technical instructions/requirements the buyer requires, before placing a bid. We strongly advise you not to test the auction process with false bids.

Completing the Sale

SHEFFIELD AEROSPACE will not guarantee that the seller will complete the sale of an item, or that the buyer will go through with the purchase of an item; the individual buyer and seller accept all risks. SHEFFIELD AEROSPACE assumes no responsibility for payment terms between the buyers and the seller and has no involvement in the transaction.

Spam and Abuse

You will not:

- violate any laws, third party rights or our policies;
- distribute or post spam, unsolicited or bulk electronic communications or chain letters;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- distribute viruses or any other technologies that may harm SHEFFIELD AEROSPACE, or the interests or property of SHEFFIELD AEROSPACE users;
- circumvent any SHEFFIELD AEROSPACE policy or determinations about your account status such as temporary or indefinite suspensions or other account holds, limitations or restrictions;
- manipulate the price of any item;
- use the SHEFFIELD AEROSPACE Bidding Platform if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services, applications, or tools.

Suspension of Services

Without limiting other remedies, we may, in our sole discretion, limit, suspend, or terminate listings and user accounts. We also reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a period of months.

Intellectual Property

You may not copy, modify, or distribute content from the SHEFFIELD AEROSPACE Bidding Platform or SHEFFIELD AEROSPACE's copyrights and trademarks. The SHEFFIELD AEROSPACE logo is a registered trademark and may not be used without prior written consent of SHEFFIELD AEROSPACE.

Disclaimer

SHEFFIELD AEROSPACE disclaims any responsibility for and Client waives any responsibility of SHEFFIELD AEROSPACE for:

1. Any information located or retrieved via the SHEFFIELD AEROSPACE Bidding Platform.
2. That information's accuracy and timeliness.
3. Any adverse impact on or damage to client's information systems connections with the use of the SHEFFIELD AEROSPACE Bidding Platform.
4. The use of the SHEFFIELD AEROSPACE Access Software (If applicable).

SHEFFIELD AEROSPACE PROVIDES THE SOFTWARE AND ACCESS TO ANY WEBSITES AND ONLINE SERVICES "AS-IS" AND WITH ALL FAULTS, AND SHEFFIELD AEROSPACE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CONTRACT, COURSE OF DEALING, TRADE USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO PERFORMANCE, TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ABOVE LIMITATIONS AND DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES.

Limitations on Liability

EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE, IN NO EVENT WILL SHEFFIELD AEROSPACE BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF AN SHEFFIELD AEROSPACE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SHEFFIELD AEROSPACE' AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID FOR THE SHEFFIELD AEROSPACE BIDDING PLATFORM, IF ANY. THIS LIMITATION OF LIABILITY MAY NOT BE VALID IN SOME STATES.

Indemnification

You hereby agree to indemnify, defend and hold SHEFFIELD AEROSPACE harmless from any damages, claims, costs or expenses arising from this Agreement or your use of the Software, including without limitation any unauthorized use or the misappropriation of any intellectual property rights of SHEFFIELD AEROSPACE.

Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Texas, USA, without regard to any conflicts of law provision that would result in application of the laws of another jurisdiction.

Miscellaneous

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms. The agreement will be the version used when interpreting or construing this Agreement. This is the entire agreement between SHEFFIELD AEROSPACE and you relating to the SHEFFIELD AEROSPACE Bidding Platform and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the SHEFFIELD AEROSPACE Bidding Platform. Any terms which by their nature should survive the termination of this Agreement (e.g. payment of applicable fees due) shall survive.

Electronic Agreement

Following your acceptance of these terms in electronic form, SHEFFIELD AEROSPACE will, upon request, send you a copy at no additional charge in a format that will permit you to store these terms electronically and to reproduce these terms. In the event that SHEFFIELD AEROSPACE maintains any records regarding these terms, SHEFFIELD AEROSPACE shall provide you with reasonable access to such paper records at a mutually agreed upon time and in a mutually agreed upon manner. These terms may only be amended by you in a writing manually executed by an authorized representative of both parties. Other information retained by SHEFFIELD AEROSPACE about you may be reviewed, corrected or edited by you by contacting SHEFFIELD AEROSPACE at the email address set forth below. In addition, your consent

to an electronic agreement may be withdrawn at any time by contacting SHEFFIELD AEROSPACE at the below email address. No fees or penalties will take effect solely as a result of your decision to withdraw your consent to an electronic agreement.

Precedence

This Agreement does not alter, amend or otherwise affect the Subscriber Agreement except to the extent expressly stated herein. The use of the SHEFFIELD AEROSPACE Bidding Platform described herein is subject to all other restrictions and conditions stated in the Subscriber Agreement. In the event of a conflict between the terms of the Subscriber Agreement and this Agreement, the former shall have precedence.

Questions

If you have any questions regarding the terms of this Agreement or use of the SHEFFIELD AEROSPACE Bidding Platform, please email us at sheffieldgroup@sheffieldaerospace.com.

Acceptance

By checking the “Accept” box, you acknowledge you have read, and agree to be bound by the terms of this Agreement, as modified from time to time. In addition, you represent and warrant that you are a duly authorized representative of the entity/organization you represent and that such entity/organization also intends to be legally bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SHEFFIELD AEROSPACE BIDDING PLATFORM.**