

Expanded Terms and Conditions of Service

This document expands and provides additional detail to the Terms and Conditions of Service governing the Underground Utility Locating Service provided by PROJECTS R&F USA, Inc.

Acceptance of the Technical-Economic Proposal (TEP) issued by the Company constitutes full and unconditional acceptance of the Terms and Conditions of Service (TCS) and this document.

CLAUSE 1 – DEFINITIONS

Accident: Any event resulting in unintended damage to persons or property.

Client: The person or legal entity requesting and accepting the Service.

Company: PROJECTS R&F USA, Inc.

Buried Utility: Any underground pipe, conduit, cable, or infrastructure detectable using surface geophysical methods.

Tolerance Zone: The safety area typically defined as 24 inches on each side of the marked utility centerline.

CLAUSE 2 – SCOPE OF SERVICE

The Service consists of the detection and designation of underground utilities embedded in soil, pavement, or concrete using surface geophysical detection methods classified as Quality Level B (QL-B) in accordance with ASCE 38-02.

The Service provides an approximate horizontal position of underground utilities.

The Service DOES NOT include:

- Determination of exact depth.
- Quality Level A verification unless specifically contracted.
- Detection of non-traceable utilities; such as, but no limited to: out-of-service pipes or cable, plastic pipe, concrete pipes.

CLAUSE 3 – SERVICE REQUEST

The Client must request the Service through the official communication channels established by the Company and provide accurate logistical and technical information.

CLAUSE 4 – CLIENT RESPONSIBILITIES

Before the Service:

- Provide accurate information.
- Provide available maps, drawings, photos, or diagrams.
- Ensure site conditions allow service execution.

During the Service:

- Provide access to the work area.
- Be present or authorize entry.

After the Service:

- Respect excavation safety practices.
- Respect the tolerance zone.
- Complete payment according to agreed terms.

CLAUSE 5 – COMPANY RESPONSIBILITIES

Before the Service:

- Evaluate the request.
- Issue the Technical-Economic Proposal.
- Plan logistics and operations.

During the Service:

- Perform risk assessment.
- Conduct utility detection using approved methods.
- Document markings.

After the Service:

- Deliver the Service Detection Report (SDR).
- Issue the Service Invoice (SI).

CLAUSE 6 – WARRANTY DISCLAIMER

THE COMPANY PROVIDES THE SERVICE “AS IS” IN ACCORDANCE WITH THE ASCE 38-02 QL-B STANDARD.

No guarantee is made regarding exact depth or absolute accuracy beyond QL-B limitations.

CLAUSE 7 – LIMITATION OF LIABILITY

The Company’s liability shall not exceed the total amount paid by the Client under the applicable proposal.

The Company shall not be liable for indirect or consequential damages including:

- Loss of profit
- Project delays
- Business interruption

CLAUSE 8 – INDEMNIFICATION

The Client agrees to indemnify and hold harmless the Company from claims resulting from excavation activities, failure to respect the tolerance zone, or inaccurate information provided by the Client.

CLAUSE 9 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina, United States of America.

This document is one of five essential documents that every client should review:

1. Economic Proposal (EP).
2. Offer Letter (OL).
3. Terms and Conditions of Service (TCS).
4. Extended Terms and Conditions of Service (ETCS).
5. Client Service Guide (CSG).