

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.auulinc.com> (the "Site"). This Site is owned and operated by Advanced Underground Utility Locating Inc. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Advanced Underground Utility Locating Inc and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Limitation of Liability

Advanced Underground Utility Locating Inc and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Advanced Underground Utility Locating Inc and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Oregon.

Additional Terms

- Advanced Underground Utility Locating (AUUL) Liability Disclaimer
By availing the services of Advanced Underground Utility Locating (AUUL), you, as the owner or contractor,
acknowledge and agree to the following terms and conditions:
 1. ****Documentation Responsibility:**** It is the duty of the owner or contractor to provide all available as-builts

or utility documentation to our technicians at the time of service. AUUL will not be held liable for any costs related to damages or repairs of utilities that are either undocumented or documented incorrectly during the service.

2.

****811 Request Requirement:**** A legal requirement necessitates that an 811 request must be placed by the contractor, in accordance with the Dig Law in the state the work is conducted in, and be completed (48 or 72 hrs state dependant) before the scheduled time of service. Failure to comply with this requirement may result in legal consequences for the contractor. AUUL is not responsible for damage due to inaccuracies or incompleteness of public locates, and will be adjudicated following the dig law for the applicable state it is conducted.

3. ****On-Site Meeting or Communication:**** The Contractor or Homeowner must either meet our technicians on-site and clearly demarcate the work area with "white paint" or provide a satellite outline outlining the scope of the project. In the absence of these communication aids, AUUL technicians will do their best to cover the entire work area. However, AUUL will not be liable for any missed utilities due to miscommunication regarding the scope of work.

4. ****Irrigation Lines Location:**** AUUL will locate irrigation lines only upon explicit request. This service will not be provided unless specifically asked for by the customer.

5. ****GPR Feasibility:**** The feasibility of Ground Penetrating Radar (GPR) usage is contingent upon the specific site and soil conditions, which will be determined on-site. If GPR is unusable, non-conductive utilities without accessible tracer lines will not be locatable.

6. ****Validity Period:**** The located utilities are considered "legal" for a period of 45 days after the invoice date. Beyond this period, a reassessment may be necessary to ensure the most current and accurate information

is utilized for any excavation or construction work.

7. ****Maintenance Responsibility:**** The Contractor or Customer is responsible for providing upkeep of paint marks and flags used during the locating process, especially if such maintenance is requested. Timely and accurate upkeep of these markers is pivotal in preserving the integrity of the located utilities..

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(541) 780-4149

micah@auulinc.com

20427 N Spotted Rd, Deer Park, Wa 99006

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of January, 2020