

Engineering Consulting Terms & Conditions

Last Updated: 01 January 2026

These Engineering Consulting Terms & Conditions (“**Terms**”) apply to professional services provided by **Lakeland Technology Group** (“**Company**”) to its clients (“**Client**”). These Terms are published at lkld.tech and may be incorporated by reference into one or more Statements of Work (“**SOWs**”), proposals, or similar service agreements.

By executing or accepting an SOW that references these Terms, Client agrees that these Terms govern the Services described in that SOW.

1. How These Terms Are Used

1. These Terms establish **baseline legal terms** for engineering consulting services.
2. Each SOW defines the specific scope, Deliverables, fees, and schedule.
3. If the parties have a separately executed Master Services Agreement (“**MSA**”), the MSA controls in the event of conflict.
4. These Terms are governed by **Florida law** and intended for U.S. commercial engagements.

2. Definitions

“**Services**” means the professional engineering, design, analysis, advisory, testing support, and related consulting services described in an applicable SOW.

“**Deliverables**” means the work product identified in an SOW, including reports, drawings, models, calculations, specifications, software, analyses, or presentations.

“**SOW**” means a written statement of work, proposal, or similar document referencing these Terms and accepted by both parties.

“**Confidential Information**” means non-public information disclosed by a party that is marked confidential or should reasonably be understood to be confidential.

“**Background IP**” means intellectual property owned or developed by a party outside the Services or prior to the SOW.

“**Project IP**” means intellectual property created specifically in the performance of the Services.

3. Scope of Services

3.1 Company will perform the Services described in the applicable SOW.

3.2 Company will perform Services using commercially reasonable care and professional skill consistent with generally accepted industry standards for similar services.

3.3 Company does not provide legal, regulatory, tax, certification, or compliance opinions unless expressly stated in the SOW.

3.4 All schedules, timelines, and estimates are **good-faith planning estimates**, not guarantees, unless expressly stated as binding in the SOW.

4. Order of Precedence

If multiple documents apply, conflicts are resolved in the following order:

1. A mutually executed MSA (if any)
2. The applicable SOW (including approved change orders)
3. These Terms
4. Client purchase orders or procurement terms (administrative use only)

5. Fees, Invoicing, and Payment

5.1 Fees are stated in the applicable SOW.

5.2 Unless otherwise stated, Company invoices monthly for time-and-materials work and upon milestone completion for fixed-fee work.

5.3 Invoices are due **net [30] days** from invoice date unless stated otherwise.

5.4 Fees exclude sales, use, VAT, or similar taxes, which are Client's responsibility, excluding taxes on Company's income.

5.5 **Bank Charges.** All bank fees, wire fees, intermediary charges, and transaction costs associated with payment are the responsibility of Client.

5.6 **Late Payments.** Undisputed overdue amounts may accrue interest at the lesser of **1.5% per month** or the maximum rate permitted under Florida law.

6. Client Responsibilities

6.1 Client will provide timely access to information, systems, personnel, and facilities reasonably required for the Services.

6.2 Client represents that information it provides is accurate to the best of its knowledge. Company may rely on such information.

6.3 Client will designate an authorized representative with decision-making authority.

6.4 Delays caused by Client may result in schedule changes and additional fees.

7. Changes to Services

- 7.1 Either party may request changes to scope, assumptions, Deliverables, or schedule.
 - 7.2 Material changes require a written change order or revised SOW.
 - 7.3 Company is not obligated to perform changed work without written approval.
-

8. Deliverables and Acceptance

- 8.1 Deliverables will be provided as described in the SOW.
 - 8.2 Client has **ten (10) business days** after delivery to accept Deliverables or provide written notice of material nonconformity.
 - 8.3 Failure to respond within the review period constitutes acceptance.
 - 8.4 Company will correct material nonconformities at no additional charge.
 - 8.5 Rework is limited to conformance with the SOW and excludes new requirements or changed assumptions.
 - 8.6 **Delivery Method.** Unless expressly stated otherwise, all Deliverables are provided electronically or in non-physical formats. No shipping, freight, or Incoterms apply.
-

9. Confidentiality

- 9.1 Each party will protect the other's Confidential Information using reasonable care.
 - 9.2 Confidential Information may be used solely to perform or receive the Services.
 - 9.3 Confidentiality obligations do not apply to information that is public, independently developed, rightfully received from a third party, or disclosed by legal requirement.
 - 9.4 Confidentiality obligations survive for **three (3) years** after completion of Services, except for trade secrets, which remain protected as long as they qualify under Florida law.
 - 9.5 The commercial terms of proposals, quotations, pricing, and assumptions are Confidential Information.
 - 9.6 A breach of this Section may cause irreparable harm, and the non-breaching party may seek **injunctive or equitable relief** in addition to other remedies.
-

10. Data Protection and Information Security

10.1 Each party will implement reasonable administrative, technical, and physical safeguards appropriate to the nature of information handled.

10.2 Client will not provide sensitive or regulated personal data unless expressly agreed in writing.

10.3 If Services require processing regulated personal data, the parties will execute appropriate data protection terms before processing begins.

11. Intellectual Property

11.1 Each party retains ownership of its Background IP.

11.2 Upon full payment, Company assigns to Client the Project IP embodied in final Deliverables, excluding Company Background IP.

11.3 Company grants Client a non-exclusive, perpetual license to use Company Background IP solely as embedded in the Deliverables.

11.4 **Retained Know-How.** Company retains all methodologies, tools, templates, models, workflows, supplier relationships, pricing structures, and general engineering or commercial expertise, whether developed before, during, or after the Services, provided Client Confidential Information is not disclosed.

11.5 Open-source components may be used subject to applicable licenses.

11.6 **No Patent or Freedom-to-Operate Analysis.** Unless expressly stated in an SOW, the Services do not include patent searches, infringement analyses, or freedom-to-operate opinions. Client is solely responsible for IP clearance.

12. Publicity

Neither party may use the other's name or logo publicly without prior written consent, except Company may reference Client's name in non-public internal client lists.

13. Professional Services Warranty; Disclaimer

13.1 Company warrants that Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

13.2 Except as stated above, Services and Deliverables are provided **"as is"** and **"as available."**

13.3 Company does not guarantee outcomes, regulatory approvals, performance results, or commercial success.

14. Limitation of Liability

14.1 Neither party is liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or loss of business opportunity.

14.2 Each party's total liability arising out of or relating to the Services is limited to the fees paid or payable under the applicable SOW in the **twelve (12) months** preceding the claim.

14.3 The limitations do not apply to:

- Breach of confidentiality
- IP infringement obligations
- Gross negligence or willful misconduct
- Client payment obligations

14.4 These limitations represent an agreed allocation of risk under Florida law.

15. Indemnification

15.1 Company will indemnify Client against third-party IP infringement claims arising solely from Deliverables provided by Company.

15.2 Client will indemnify Company for claims arising from Client materials, instructions, or misuse of Deliverables.

15.3 Indemnification obligations require prompt notice and reasonable cooperation.

16. Termination and Suspension

16.1 Either party may terminate an SOW for convenience with **thirty (30) days'** written notice.

16.2 Either party may terminate for material breach if not cured within **fifteen (15) days** of notice.

16.3 Company may suspend Services for undisputed nonpayment after written notice.

16.4 Upon termination, Client will pay for Services performed and non-cancelable commitments incurred.

16.5 Suspension or termination does not relieve Client of responsibility for third-party costs or pass-through expenses incurred at Client's request.

16.6 Upon request, each party will return or destroy the other's Confidential Information, subject to legal retention requirements.

16.7 Client Equipment and Property. Company is not responsible for the operation, maintenance, calibration, repair, or insurance of Client-owned equipment, tools, systems, facilities, or property unless expressly stated in an SOW.

17. Subcontractors

Company may use qualified subcontractors and remains responsible for their work under these Terms.

18. Assignment

Neither party may assign an SOW without written consent, except in connection with a merger, acquisition, or sale of substantially all assets.

19. Compliance with Laws

Each party will comply with applicable U.S. laws, including export control and sanctions laws.

20. Force Majeure

Neither party is liable for delays caused by events beyond reasonable control, excluding payment obligations.

21. Optional: Insurance

Company will maintain commercially reasonable insurance consistent with industry standards and provide certificates upon request.

23. Governing Law; Venue; Jury Trial Waiver

23.1 These Terms are governed by the laws of the **State of Florida**, without regard to conflicts-of-law principles.

23.2 Exclusive venue lies in the state or federal courts located in Florida.

23.3 **Optional – Jury Trial Waiver.** Each party knowingly and voluntarily waives the right to a jury trial to the fullest extent permitted under Florida law.

24. Miscellaneous

- **Severability:** Invalid provisions will be modified to be enforceable under Florida law.
- **Entire Agreement:** These Terms and the SOW constitute the entire agreement for the Services.

- **Amendments:** Amendments must be in writing and mutually agreed.
 - **Survival:** Provisions that by their nature should survive do survive termination.
-

25. Contact Information

Lakeland Technology Group, LLC

502 E. Main St., Lakeland, FL 33801

legal@lkld.tech