

Terms of Service and Professional Services Terms

Free Clear Port Consulting LLC

Effective Date: November 20, 2025

Company Address: 30 N Gould St, Sheridan, WY 82801, United States

Website: <https://fcp-consulting.co>

Email: office@fcp-consulting.co

These Terms govern your use of the website and the conditions under which Free Clear Port Consulting LLC provides engineering consulting, design services, technical documentation, static calculations, CAD modeling and related professional services. By accessing the website or engaging our services you agree to these Terms. If you do not agree you must stop using the website.

1. Definitions

Client means any individual or legal entity that contacts, engages or contracts Free Clear Port Consulting LLC for services.

Services means engineering consulting, design, drafting, CAD modeling, 3D visualization, static calculations, project documentation, silo design, conveyor system design, technical review, feasibility analysis and related professional activities.

Deliverables means drawings, CAD files, calculations, technical documentation, concept designs, reports, diagrams and any other output produced during the engagement.

Website means <https://fcp-consulting.co>

Agreement means the contract formed between the Client and Free Clear Port Consulting LLC including these Terms and any proposal or written confirmation of work.

2. Scope of Services

The Company provides consulting, engineering design and development services in bulk material handling, conveyor systems, silo design, static calculations, 3D CAD modeling and technical documentation.

All services rely on the technical data provided by the Client including specifications, operational requirements and material properties.

The Client acknowledges that accuracy of engineering work depends on the accuracy of the provided data.

3. Professional Obligations and Limitations

The Company performs all work using accepted industry practices, international standards and professional experience.

The Company does not perform on site construction, erection, installation or field supervision unless agreed in writing.

The Company does not guarantee local compliance in every jurisdiction. The Client must ensure all designs meet local codes, laws, seismic requirements and environmental standards.

The Company is not responsible for fabrication errors, installation mistakes, unsuitable materials or maintenance issues performed by third parties.

4. No Licensed Engineering Services or PE Stamping

The Company does not provide licensed engineering services or professional engineering stamping.

Deliverables are provided for informational, planning and design purposes only.

The Client is responsible for obtaining review, approval or stamping from a licensed engineer in the jurisdiction where the project will be built.

5. Fabrication and Manufacturing Disclaimer

The Company is not responsible for fabrication tolerances, workshop errors, welding quality, material deviations or assembly mistakes performed by external manufacturers.

The Client must ensure that all Deliverables are reviewed by qualified fabrication or manufacturing professionals before production.

6. Project Proposals and Acceptance

Services begin only after the Client accepts a written proposal or confirms the scope by email.

Proposals include scope, timeline, fees and assumptions.

If no validity period is stated the proposal is valid for thirty days.

7. Client Responsibilities

The Client must provide complete technical data, specifications, operational details and any information required for accurate engineering work.

The Client must review and approve concept documents and Deliverables in a timely manner.

The Client must inform the Company of any changes before the relevant work stage begins.

The Client is responsible for integrating Deliverables into their project using qualified personnel.

8. Intellectual Property

Deliverables remain the intellectual property of the Company until full payment is received.

After payment the Client receives a non exclusive license to use Deliverables for the specific project.

The Client may not sell, sublicense or distribute Deliverables without written permission.

The Company may retain anonymized versions for internal training or portfolio use.

9. Confidentiality

All Client materials including drawings, data, CAD files and project information are confidential.

Information may only be shared with subcontractors or software providers when needed for project execution.

Confidentiality obligations continue indefinitely.

10. Use of Third Party Software and Systems

The Company uses professional engineering tools including SolidWorks, CAD collaboration platforms and secure cloud systems.

The Company does not control the functionality of third party platforms and is not liable for outages, delays, data corruption or security incidents caused by external providers.

11. Payment Terms

Fees are listed in the proposal or on the website.

Accepted payment methods include wire transfer, ACH, credit card via Stripe and invoice payments.

A deposit may be required before work begins.

Final Deliverables are released after full payment unless agreed otherwise.

Late payments may result in project delays or suspension.

12. Refunds

Due to the nature of professional engineering services all payments are non refundable once work has begun.

Deposits are non refundable unless stated otherwise in writing.

13. Changes to Scope

Changes requested after work begins may require additional fees and new timelines.

Scope changes include design modifications, new documentation, additional calculations or updates caused by new information.

The Company may decline changes that substantially alter the original project unless a new agreement is made.

14. Warranties and Disclaimers

Services are provided on an as is basis.

The Company does not guarantee that Deliverables will be error free or suitable for every possible application.

The Company is not responsible for failures, operational issues, equipment damage or injuries resulting from improper installation or modifications.

The Client must ensure local review by licensed engineers when required by law.

15. Limitation of Liability

The Company is not liable for indirect or consequential damages including lost profits, downtime, delays, equipment failure or third party claims.

The maximum liability shall not exceed the total amount paid by the Client for the specific project.

16. Termination

Either party may terminate the Agreement with written notice if the other fails to fulfill obligations.

The Company may terminate if the Client fails to provide required information or payment.

The Client must pay for all completed work and work in progress up to the termination date.

17. Data Retention

The Company may store project files for up to twelve months after completion.

After this period files may be archived or deleted.

The Client is responsible for retaining their own copies of Deliverables.

18. Export Compliance

The Client agrees to comply with all applicable U.S. export control laws and regulations. Deliverables may not be transferred or exported to restricted countries, entities or individuals.

19. Force Majeure

The Company is not liable for delays or failure to perform caused by events beyond reasonable control including natural disasters, wars, outages, strikes, supply chain disruptions or government actions.

20. Delivery of Digital Files

All Deliverables are delivered digitally.

Once the Company sends a download link or file transfer confirmation the Deliverables are considered delivered.

21. International Clients

Engineering standards and regulations vary by country.

The Client is responsible for obtaining local approvals or certifications needed for implementation.

The Company provides guidance using international standards but does not guarantee compliance with every region.

22. Website Usage

You agree not to misuse the website including unauthorized access, scraping, malware distribution or interference with its functionality.

You may not use the website or its content to compete with the Company.

23. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Wyoming.

Disputes must first be addressed through negotiation for up to thirty days.

Unresolved disputes may proceed to arbitration or court in Wyoming depending on the nature of the claim.

24. Updates to These Terms

The Company may update these Terms at any time. Updated Terms become effective once published on the website.