



COHERENCE

Integrated Systems Engineering – FZE
Commercial Terms & Conditions

Annex A – Terms & Conditions of Engagement

1. **Scope of Services** – The Contractor shall provide specialist technical and freelance services as described in the associated quotation. Any services not expressly stated are excluded unless agreed in writing.
2. **Contracting & Confirmation** – All services are supplied by Coherence | Integrated Systems Engineering – FZE as the contracting entity. A booking is considered confirmed only upon receipt of a valid Purchase Order (PO) or written confirmation explicitly accepting the quotation and these Terms & Conditions. Verbal agreements, provisional bookings, or diary holds do not constitute confirmation.
3. **Provision of Personnel** – The Contractor shall provide services through its Director and/or nominated personnel. The Client acknowledges that individual personnel are supplied as part of the Contractor’s services and that no direct contractual relationship exists between the Client and any individual.
4. **Working Day** – A standard working day is 10 hours, inclusive of reasonable breaks. The working day applies regardless of the day of the week.
5. **Project & Long-Term Engagements** – For extended or multi-day engagements, pricing may be agreed on a project or blended basis. Such pricing applies only to the specific engagement agreed and does not alter the Contractor’s standard day rate or establish precedent.
6. **Variations & Additional Work** – Any variation to scope, schedule, hours, or responsibility shall be chargeable and may require a revised quotation or written approval.
7. **Travel, Accommodation & Expenses** – Unless otherwise stated, travel, accommodation, visas, ground transport, per diem, and related costs are excluded from day rates and shall be reimbursed at cost.
8. **Cancellations & Postponements** – Cancellations within 48 hours of the confirmed start date may be charged in full. Postponements may be treated as cancellations unless rescheduled dates are confirmed in writing.
9. **Invoicing & Payment** – Invoices shall be issued weekly, per milestone, or at project completion. Standard payment terms are 30 days from invoice date unless otherwise agreed. Late payments may incur administrative charges or interest as permitted by UAE law.
10. **Client Responsibilities** – The Client shall ensure safe working conditions, accurate and timely provision of information, and an authorised point of contact for technical and commercial decisions.
11. **Liability** – The Contractor shall perform services with reasonable skill and care through its appointed personnel. The Contractor shall not be liable for delays or losses arising from factors beyond its reasonable control. No personal liability shall attach to any individual acting on behalf of the Contractor.
12. **Intellectual Property** – All methods, workflows, and technical know-how remain the intellectual property of the Contractor unless otherwise agreed in writing.
13. **Governing Law** – These Terms & Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates.
14. **Acceptance** – Acceptance of a quotation, issuance of a Purchase Order, or written confirmation constitutes full acceptance of these Terms & Conditions.

Annex B – Rate Card

1. Standard Day Rate – AED 2,000 per day, based on a 10-hour working day. Rates are exclusive of VAT (if applicable), travel, and expenses.
2. Long-Term & Project Engagements – Engagements of 10 consecutive days or more may be priced on a project or blended-rate basis. Project pricing applies only to the agreed engagement. No automatic reduction of the standard day rate applies.
3. Working Days – The standard day rate applies regardless of day of the week, including weekends and public holidays. Scheduling is event-driven; calendar dates do not affect the base rate.
4. Public Holiday Exceptions – Work on 25 December (Christmas Day), 31 December (New Year's Eve), and 1 January (New Year's Day) is chargeable at 1.5× the standard day rate unless otherwise agreed in writing.
5. Travel & Preparation Days – Travel-only days are charged at 50% of the standard day rate. Advance preparation, system design, programming, or coordination days are charged at 100% of the standard day rate.
6. Standby – Standby or on-hold days requested by the Client are chargeable at 50% of the standard day rate.
7. Expenses – Flights, accommodation, ground transport, visas, per diem, and freight are not included unless stated otherwise.
8. Booking & Payment – Dates are secured only upon receipt of a valid Purchase Order. Payment terms are 30 days from invoice date.
9. Validity – This Rate Card remains valid unless superseded in writing.