TVC Functional Safety Services FZ-LLC

General Commercial Terms & Conditions 2026

Functional Safety & Cybersecurity Services

1. General

These General Commercial Terms & Conditions apply to all quotations, proposals, consulting services, engineering activities, training-independent professional services, subcontracting activities, studies, assessments, reviews, audits, and related professional activities performed by TVC Functional Safety Services FZ-LLC.

Any deviation from these conditions shall only be valid if confirmed in writing by TVC Functional Safety Services FZ-LLC.

2. Scope of Services

Services may include, but are not limited to:

- Functional Safety Management support
- IEC 61508 and IEC 61511 consulting
- SIS lifecycle support
- Cybersecurity consulting and Security Risk Assessments
- HAZOP, SIL, LOPA and risk assessment participation
- Safety Requirements Specification development and review
- Verification and validation activities
- FAT/SAT support
- Vendor document reviews
- Technical audits and assessments
- Engineering advisory services
- Independent assessments and expert reviews

Deliverables shall be limited to the scope explicitly defined in the applicable quotation, proposal, or agreement.

3. Quotations and Validity

Unless otherwise stated in writing:

- Quotations remain valid for 30 calendar days.
- All quotations are budgetary and non-binding until formally accepted.
- Prices may be revised due to significant changes in scope, travel conditions, governmental regulations, taxation, exchange rates, or force majeure situations

4. Purchase Orders and Acceptance

Work shall only commence after receipt of:

- written confirmation,
- signed quotation/proposal,
- or official Purchase Order (P.O.).

The Client confirms acceptance of these Terms & Conditions upon issuing a Purchase Order or written instruction to proceed.

5. Fees and Expenses

Unless otherwise agreed in writing:

- Professional services are charged based on agreed daily or project-based rates.
- All travel, accommodation, subsistence, visa, transport, and related expenses are chargeable to the Client.
- Expenses may be charged as:
  - fixed lump sum, or
  - actual cost plus 5% administration.

Expense documentation may be provided upon request.

6. Payment Terms

Unless otherwise agreed in writing:

- Invoices are payable within 7 calendar days from invoice date.
- Payments must be made net of all bank charges.
- Late payments may result in suspension of ongoing work and withholding of deliverables.
- Interest may be charged on overdue amounts at a rate of 1.5% per month.

7. Travel Disruption and Force Majeure

TVC Functional Safety Services FZ-LLC shall not be held liable for delays, cancellations, inability to travel, or inability to complete services caused by circumstances beyond reasonable control.

Such circumstances may include, but are not limited to:

- airline disruptions,
- aviation fuel shortages,
- strikes,
- pandemics,
- governmental restrictions,
- political instability,
- war,
- terrorism,
- civil unrest,
- natural disasters,
- visa restrictions,
- or other force majeure events.

In such situations:

- all additional reasonable and demonstrable costs incurred shall be chargeable to the Client,
- including flights, rebookings, accommodation, subsistence, local transportation, internet/communication costs, visa costs, and related expenses.

A standby / waiting fee of EUR 690 per calendar day shall apply only for any additional day(s) during which personnel, representatives, consultants, subcontractors, or trainers of TVC Functional Safety Services FZ-LLC are unable to return to their home base or continue travel as originally scheduled due to such events.

TVC Functional Safety Services FZ-LLC shall make reasonable efforts to minimise additional costs and operational impact.

8. Limitation of Liability

TVC Functional Safety Services FZ-LLC provides professional advisory and engineering services based on information available at the time of execution.

Under no circumstances shall TVC Functional Safety Services FZ-LLC be liable for:

- indirect damages,
- consequential damages,
- production losses,
- loss of profit,
- loss of contracts,
- business interruption,
- or third-party claims.

Total liability shall in all cases be limited to the value of the relevant contracted services.

9. Intellectual Property

All methodologies, templates, know-how, presentations, calculations, reports, and technical documentation developed or provided by TVC Functional Safety Services FZ-LLC remain the intellectual property of TVC Functional Safety Services FZ-LLC unless otherwise agreed in writing.

10. Confidentiality

Both parties shall treat all commercial, technical, operational, and proprietary information as confidential and shall not disclose such information to third parties without prior written consent.

11. Governing Law

Unless otherwise agreed in writing, all agreements shall be governed by the laws applicable in the United Arab Emirates.