

# Nour Engineering Solution - Terms and Conditions

## 1. GENERAL

These conditions of sale apply to all transactions between the Buyer and the Seller, including all quotations, offers, acknowledgements, orders or sales.

These conditions (which will only be waived or varied in writing signed by the Seller) will prevail over all conditions of the transaction to the extent of any inconsistency. Acceptance of the Sellers product shall constitute acceptance of these terms and conditions of sale.

## 2. DELIVERY

While the Seller endeavours to keep delivery dates, any delay of delivery, for any reason whatsoever, will not entitle the Buyer to claim for any consequential loss or damage or to cancel, rescind or terminate the agreement. Should circumstances beyond the control of the Seller prevent or hinder delivery, the Seller will be free from any obligation to deliver goods while such circumstances continue. For as long as such circumstances exist, the Seller may, at its option, cancel, rescind or terminate all or any part of the contract or keep the contract on foot until such circumstances have ceased. Such circumstances beyond the control of the seller include, but are not limited to: strikes, lockouts, rebellions, fire, acts of God, shortages of raw materials, government decrees, health pandemics, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

Nour Engineering Solution will make every attempt to keep the buyer informed prior to making a purchase if additional time is needed.

In the event products are received damaged, keep all packaging material and contact both the carrier and Nour Engineering Solution in writing within THREE working days. In the event the packaging is damaged, the buyer MUST indicate in writing on the driver's release records: "SHIPMENT PACKAGING IS DAMAGED, AND TIME FOR FURTHER INSPECTION OF PRODUCT WILL BE NEEDED TO FILE A CLAIM IN THE EVENT THE PRODUCT IS ALSO DAMAGED". This will give the buyer time to unwrap or unbox the product for inspection. The buyer should also take additional precautions by taking pictures of the noticeable damage prior to examining the product. Signing the driver's form without adding this statement will release the driver or the shipping company from taking responsibility for any damage caused to the product. Nour Engineering Solution in this case cannot help the buyer to file a claim to recover the loss of the product. If the product without doubt is visibly damaged, refuse to accept the package on the grounds that it is damaged. Please call the seller immediately to file a claim.

## 3. QUOTES

The price calculated by Nour Engineering Solutions contains the cost for the services rendered by our online formulas and can change at any time or be overridden by a company representative prior to an agreed quote. The shipment of the product, as well as taxes when applicable are charged separately. There is no insurance. Other duties and taxes applicable for the delivery of the product, even if not mentioned in the invoice sent by the seller, will be paid by the buyer.

## 4. PAYMENT

All prices quoted are in AUD. Nour Engineering Solution remains the sole owner of the products until their entire payment, transport and taxes has been completed. Nour Engineering Solution reserves the right to refrain from execution of further components of a quote or to terminate a contract or delivery, as long as the outstanding issued invoices remain unpaid. If payment is not made by the due date, the Seller may without demand retake possession of the goods and may without notice sell the goods on such terms and in such manner as it may determine and will be entitled to deduct all expenses incurred.

In the case where deposits are requested and accepted by the buyer, the nature of the deposit is non-refundable unless the order is cancelled by Nour Engineering Solution.

If an order is cancelled or changed by a customer for any reason and the work has been started by Nour Engineering Solution, all payments will not be refunded. However if Nour Engineering Solution cancels an order, a refund will be provided to the customer of the exact amount the buyer has paid with no extra compensation.

## 5. ADVICE AND INFORMATION.

Any advice, recommendation, information, assistance or service given by the Seller in relation to goods sold or manufactured by the Seller or their use or application is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability and the Seller does not accept any liability or responsibility for any loss suffered from the Buyer's reliance on such advice, recommendation, information, assistance or service.

## 6. WARRANTY

Nour Engineering Solution prints and products carry a 3 month warranty for defects due to faulty material and bad workmanship. Nour Engineering Solution will repair or replace faulty goods if the proper process is undertaken by customer, however Nour Engineering Solutions is not responsible for any consequential loss incurred

due to faulty goods. There are no warranties whatsoever on goods built or acquired wholly or partially, to buyer's designs or specifications. Warranty does not cover normal wear, misuse or consumable items. Nour Engineering Solution printing services are warranted within the limitations of the current 3D printing technology. Production methods will incur minor visual differences for copies of the same model and will not be subject to any warranty complaints. Nour Engineering Solution shall not be liable to the Buyer, or any other party, for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by the equipment or the failure of the equipment to operate properly. It is under Nour Engineering Solution discretion if the product under claim will be repaired or replaced.

## Warranty Process;

1. The warranty claim must be done through email to a Nour Engineering Solution representation.
2. The claim must include a valid receipt that shows the date of purchase and details of items. Claim process will be terminated if this cannot not be attained.
3. In some circumstances delivery of product in claim may be requested to determine fault and action. Only if the product of claim is in Australia Nour Engineering Solution will cover the cost of return of delivery if successful with claim. We recommend having the product sent, tracked and insured to avoid any losses.

## 7. INTELLECTUAL PROPERTY

Nour Engineering Solution is given the license by YOU when you place an order to use, copy, modify, distribute and display the data (including 3D CAD Data), documentation, drawings and specifications that the buyer provides in order to complete the manufacturing process as well as to improve our products and services.

Nour Engineering Solution is open to review and sign NDA's provided by the buyer.

By placing an Order, You authorize Nour Engineering Solution to use Your trademarks, logos, name or signs for marketing purposes. This means that Nour Engineering Solution may mention You as a customer of Nour Engineering Solution on our website and in other promotional material such as advertising, press releases, interviews, promotional materials or presentations. We will not use Your name if You are a natural person, and the substantive content provided by

You continues to be governed by the confidentiality clauses in these General Terms of Sale.

## 8. GOVERNING LAW

This agreement shall be construed in accordance with the laws of Australia and will govern any disputes regarding the interpretation and or validity of these Terms and Conditions hereof. Any dispute relating to the products sold from Nour Engineering Solution hereunder shall be subjected to the jurisdiction of the courts within Australia. The provisions of this agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions.

1. You represent and warrant that You are authorized to place the Order and that You are able to conclude legally binding agreements. Orders on Nour Engineering Solution can only be placed by individuals who are 18 years or older who can form legally binding contracts under applicable law.
2. You further represent and warrant that (i) Your Order does not contain any parts of firearms or other weapons, and (ii) the production, shipping, sale and use of the Parts or tooling by us in response to Your Order, does not violate any export control laws or regulations, and Your Order does not contain any critical (functional) parts for aerospace, watercraft, offshore, automotive and or medical applications.
3. You also represent and warrant that You will use Parts in strict accordance with all applicable state, federal and local laws and requirements. You represent and warrant that you will not, directly or indirectly, (i) sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Nour Engineering Solution to any destination, entity, or person prohibited by the laws or regulations of Australia.