



Nour Engineering Solution - Terms and Conditions

TERMS AND CONDITIONS OF SALE & SERVICE

Applicable to: NESolution.com.au, NE3DPrinting.com.au, and NE Vault **Legal Entity:** Nour Engineering Motion Solutions Pty Ltd ("The Company")

1. GENERAL APPLICATION

1.1. These conditions of sale apply to all transactions between the Buyer ("You" or "The Client") and Nour Engineering Motion Solutions Pty Ltd ("The Seller" or "The Company"), including all quotations, offers, acknowledgements, orders, or sales. **1.2.** 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. **1.3.** Acceptance of the Seller's product, services, or use of the NE Vault platform shall constitute acceptance of these terms and conditions. **1.4.** This agreement shall be construed in accordance with the laws of Australia and specifically New South Wales. Any dispute shall be subjected to the jurisdiction of the courts within Australia.

2. QUOTES & ESTIMATES

2.1. Prices calculated by our online formulas are estimates and can change at any time or be overridden by a company representative prior to an agreed quote. **2.2.** Quotes are valid for 30 days unless otherwise specified. **2.3.** Shipment of product and applicable taxes are charged separately. Other duties and taxes applicable for delivery, even if not mentioned in the invoice, will be paid by the Buyer.

3. PAYMENT & TITLE

3.1. All prices are quoted in AUD. The Company remains the sole owner of the products until their entire payment, transport, and taxes have been completed. **3.2. Retention of Title:** If payment is not made by the due date, the Seller may retake possession of the goods and sell them to recover costs. **3.3. Deposits:** Deposits are non-refundable unless the order is cancelled by the Company. **3.4. Cancellations:** If an order is cancelled by the customer after work has started, payments will not be refunded. If the Company cancels an order, a full refund will be provided.

4. NE VAULT & REVERSE ENGINEERING (DIGITAL SERVICES)

4.1. The "NE Vault" Service: The Company provides a digital inventory platform ("NE Vault") allowing Clients to store 3D assets and request manufacturing. **4.2. Reverse Engineering Disclaimer:**

- **Best Effort:** Reverse engineering services are a "best effort" interpretation of a physical part provided by the Client. The Company utilizes high-fidelity metrology but does not guarantee 100% deviation-free replication of worn, damaged, or complex OEM parts.
- **Validation Responsibility:** The Client is **solely responsible** for the final validation, fit-check, and testing of any reverse-engineered design before authorizing production. **4.3. Intellectual Property (IP) Indemnity:**
- By uploading a file to NE Vault or requesting reverse engineering of a physical part, the Client warrants that they hold the necessary rights, licenses, or "Right to Repair" permissions to reproduce that part.



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- The Client agrees to **indemnify, defend, and hold harmless** the Company from any claims, damages, or legal costs arising from the infringement of third-party IP (including OEM patents, designs, or trademarks) resulting from the Client's order. **4.4. Digital Storage:** The Company does not guarantee that the NE Vault service will be uninterrupted or error-free. The Client is responsible for maintaining their own backup copies of critical data.

5. DELIVERY & RISK

5.1. Timelines: While the Seller endeavours to keep delivery dates, any delay for any reason will not entitle the Buyer to claim for consequential loss or to cancel the agreement. 5.2. Force Majeure: The Seller is not liable for failure to deliver due to circumstances beyond control, including but not limited to: strikes, lockouts, fire, acts of God, shortages of raw materials, government decrees, health pandemics, or transport difficulties. **5.3. Damage in Transit (Strict Notice Period):**

- If products are received damaged, keep all packaging material and contact both the carrier and the Company in writing within **THREE (3) working days**.
- If packaging is visibly damaged upon arrival, 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"*.
- Signing the driver's form without this statement releases the shipping company and the Seller from responsibility.
- If the product is visibly damaged beyond doubt, refuse to accept the package and call the Seller immediately.

6. WARRANTY

6.1. Coverage: Products carry a **3-month warranty** for defects due to faulty material and bad workmanship. **6.2. Exclusions:** Warranty does NOT cover:

- Normal wear, misuse, or consumable items.
- Goods built wholly or partially to the Buyer's designs or specifications (unless the defect is in the manufacturing process itself).
- **Fitment of Reverse Engineered Parts:** The Company warrants that the part matches the approved CAD data. We do not warrant that a part reverse-engineered from a worn sample will fit the original machine unless a validation prototype was ordered and approved.
- Minor visual differences inherent to 3D printing technology. 6.3. Limitation of Liability: The Company shall not be liable for any consequential loss, damage, injury, machine downtime, or expense of any kind caused by the equipment or its failure to operate. Liability is strictly limited to the repair or replacement of the product. **6.4. Claim Process:**
- Claims must be emailed to a Company representative with a valid receipt.
- The Company may request delivery of the product to determine fault. If the claim is successful and the product is in Australia, the Company will cover the return delivery cost.

7. ADVICE AND INFORMATION



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7.1. Any advice, recommendation, information, assistance, or service given by the Seller (including regarding digital assets in NE Vault) is given in good faith and is believed to be accurate at the time.

7.2. However, it is provided **without any warranty of accuracy, appropriateness, or reliability**.

7.3. 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.

8. INTELLECTUAL PROPERTY & MARKETING

8.1. License to Manufacture: By placing an order, You grant the Company a license to use, copy, modify, distribute, and display the data (including 3D CAD Data) provided to complete the manufacturing process. **8.2. Marketing:** You authorize the Company to use Your trademarks, logos, or name for marketing purposes (e.g., "Customer of Nour Engineering") unless You are a natural person (individual consumer), in which case confidentiality applies. **8.3. Confidentiality:** The Company is open to reviewing and signing NDAs provided by the Buyer. "My Vault" digital assets are treated as confidential.

9. PROHIBITED ITEMS & COMPLIANCE

9.1. You represent and warrant that Your Order does not contain parts for firearms or weapons. **9.2.** You warrant that Your Order does not contain critical (functional) parts for aerospace, watercraft, offshore, automotive, or medical applications without prior written disclosure and approval. **9.3.** You warrant that You will not export products received from the Company to any destination or entity prohibited by Australian law.