



Terms & Conditions of Sale

This sale agreement is between Straitline Canvas Ltd. (also 'Straitline', 'Straitline Canvas', 'we', 'our', or 'us') and the company or person named on the tax invoice, or any person acting as a representative of that company or person (also 'the customer', 'you', or 'your'). This agreement is subject to the following terms and conditions of sale:

General Terms

1. The terms 'product', 'goods', 'repair', 'works', or 'job' shall mean the full works completed by Straitline Canvas for the customer, as shown on the tax invoice.
2. The term 'cash customer' shall mean all customers who do not have a credit account with Straitline Canvas Ltd. A customer is considered to have a credit account with us if we have received a signed credit application form from you and if we have notified you, in writing, that the account is open.
3. Payment is due when the product is collected, dispatched, installed, or 7 days after production is completed, whichever occurs first. However, payment may be required before dispatch if you have ordered by phone, email, Trademe, social media, or our website.
4. We reserve the right to request a deposit, for some or all of the agreed price, before beginning production or dispatching/allowing collection of stock products.
5. Production shall be considered complete on the date of issue of the tax invoice for the job or at the time which we contact the customer to inform the customer that production is complete, whichever occurs first.
6. You cannot cancel a job once production has started. Production is deemed started once fabric has been cut or ordered, or once a repair or labour-only job has been started by our production staff.
7. Overdue amounts may incur interest at our discretion, payable by the customer. Amounts remaining unpaid are liable to debt recovery procedures at our discretion.
8. The customer is liable for debt recovery fees, legal fees and any other fees arising from the collection of overdue amounts.
9. We reserve the right to repossess product that remains unpaid for more than 90 days past the date payment is due.
10. Where the job is a repair, the amount remains unpaid for more than 90 days past the date payment is due, and the item remains in our possession, ownership and title of the repaired item passes to Straitline Canvas Ltd. Once ownership and title has passed to us, we reserve the right to sell, dismantle, or otherwise dispose of the repaired item to recover the costs we incurred repairing the item. If the amount received by us selling the item is over and above the amount due, then the customer has the right to claim the excess amount. Where the amount received by us is less than the amount due by the customer, the amount received shall be credited against the amount due.
11. All intellectual property, including drawings, plans, patterns, designs, etc. created by Straitline in providing goods and services to you, shall be the exclusive property and copyright of Straitline, unless otherwise agreed to in writing.
12. If you provide us with measurements for a product or design, it is your responsibility to ensure that such measurements are correct and accurate.
13. No product is guaranteed watertight, waterproof, or water resistant.
14. Fire retardant products are not fireproof: testing by the fabric manufacturer has shown the fabric will retard fire to the level required by the specified standard. There are multiple different fire retardancy standards, so it is your responsibility to ensure the fabric used meets your requirements.
15. It is your responsibility to ensure that a design meets any regulations or standards you need it to meet, and to ensure a product has any necessary government approvals or consents. If a design or custom product needs to meet certain government regulations or standards, it is your responsibility to:
 - a. inform us that the design or custom product needs to meet such regulations or standards;
 - b. provide us all information required for us to help you meet such regulations or standards;
 - c. and ensure the completed product meets and continues to meet in the future such regulations or standards.
16. In any liability claim for damage or loss from faulty workmanship, or consequential loss or damage from anything our staff have done (or have not done), or any damage or situation our product has caused, or any other liability claim (whether damage or loss by you or a third party), our liability shall be limited in all circumstances to the value of the contract entered.
17. Where we have certified or recertified a product to a specific standard or break load, such certification is based on a visual inspection of the product at the time of inspection only. It is your responsibility to



ensure the product is maintained to a legally certifiable standard at all times, and to ensure it is operated in a safe manner. We do not accept any liability for failure of any product that was not in a certifiable condition at the time of failure or was operated incorrectly. It is your responsibility to ensure all persons using or operating our products are trained in their safe use.

18. We reserve the right to refuse to print anything that we find objectionable, or that is illegal to print.
19. We do not guarantee product will be completed by any particular date. While we will try our best to meet a deadline, we do not accept any liability for any loss from not meeting a particular date. Inability to meet a deadline (unless the deadline has been clearly specified in writing at the time of ordering) is not considered grounds to cancel a job.
20. These terms and conditions of sale shall take precedence over all other terms and conditions except our Terms and Conditions of Credit unless expressly otherwise agreed in writing, especially taking precedence over purchasing terms imposed by our customers.
21. If any part of these terms becomes unenforceable for any reason, the terms shall remain in full force except for the unenforceable part, which will be deemed deleted.
22. Force majeure: in the event that either party shall be delayed or prevented from carrying out all or any of its obligations and liabilities under this agreement as a result of any cause beyond its control including, but in no way limited to strikes, storm, fire or accident, it shall be relieved of all obligations and liabilities incurred under this agreement insofar and so long as the performance of such obligation is thereby prevented, frustrated, or impeded.
23. This agreement will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.
24. We may change these terms at any time, without notice. The current version of our terms can be found on our website at www.straitline.co.nz/terms.

Retention of Title & Risk

1. Title to all goods supplied by Straitline Canvas ("Goods") shall remain vested in Straitline Canvas and shall not pass to the customer until Straitline Canvas has received payment in full for the Goods and all other monies owed by the customer to Straitline Canvas on any account.
2. Risk in the Goods shall pass to the customer upon delivery, installation, or collection (whichever occurs first), notwithstanding that title has not passed.
3. Until title passes, the customer holds the Goods as bailee for Straitline Canvas and shall:
 - a. keep the Goods separate, identifiable, and clearly marked as the property of Straitline Canvas where practicable;
 - b. store the Goods so they are readily retrievable and protected from loss or damage;
 - c. not pledge, charge, or grant any security interest over the Goods.
4. Until title passes, the customer must insure the Goods for their full replacement value and note Straitline Canvas' interest in the policy where reasonably practicable.
5. If the Goods are resold, incorporated into other goods, or otherwise dealt with before payment in full:
 - a. the customer assigns to Straitline Canvas all rights to the proceeds of sale of the Goods; and
 - b. Straitline Canvas retains an equitable interest in any new goods or products to the extent of the value of the Goods supplied.
6. The customer acknowledges that this agreement creates a security interest in favour of Straitline Canvas under the Personal Property Securities Act 1999 (PPSA). The customer agrees to do anything reasonably required to enable Straitline Canvas to perfect and maintain its security interest, including signing any documents and providing information required for registration on the PPS Register.
7. If the customer defaults in payment or becomes insolvent, Straitline Canvas may, without prejudice to any other rights, enter the customer's premises (to the extent permitted by law) to repossess the Goods.

Fabrics

1. Fabric colours may vary slightly between batches. This is outside of our control.
2. All fabric specifications provided are correct to the best of our knowledge, based on the information provided to us by our suppliers, at the time of provision or upload to our website.
3. All specifications provided relate to our preferred fabric suppliers. From time to time, stock shortages may force us to use alternative suppliers, without notice. We will endeavour to match fabric quality and colour as closely as possible.
4. We do not accept any liability for changes to your order resulting from Fabrics clauses 1-3. We are not required to notify you of changes resulting from Fabrics clauses 1-3.

Credits/Returns

1. All returns must be unused and clean.
2. All returns must be within 7 days of collection or dispatch.
3. Products that have been installed cannot be returned.
4. Custom designed products; products made specifically to fit a certain vehicle, building, or other item of yours; printed products; and cut goods cannot be returned.
5. We have the final decision on whether a return meets the requirements of Credits/Returns clauses 1-4.
6. Returns may only be because of defects in manufacture or because the product is not fit for purpose. We reserve the right to make the final decision on whether a product is fit for purpose.
7. If a product has a defect or is not fit for purpose, we will repair, replace, or refund the product at our discretion.
8. Despite Credits/Returns clauses 1-6, we may repair or replace products through goodwill at our discretion. Such repair or replacement is not considered an admission of liability in any way.
9. The amount refunded will not exceed the amount invoiced for the product.
10. Where the Consumer Guarantees Act applies, clauses 1-9 do not supersede any rights applicable under the Act.

Pricing

1. Unless otherwise stated, all prices invoiced and quoted are exclusive of GST and freight.
2. Prices of standard (non-customer-specific) products are subject to change at any time without notice.
3. Prices for customer-specific items will be regularly reviewed and adjusted, based on changes in costs and/or inflation. If you have a credit account with us, we will notify you of any changes in any products specific to you before manufacture (this does not apply to cash customers).

Installation

1. It is the property owners' responsibility to arrange any council or government consents for any works undertaken by us.
2. It is the property owners' responsibility to identify, locate and inform us of any potential pipes, wires, etc. that may be in the dig area. If the property owner fails to inform us of any pipes, wires, etc., we will not accept any liability for any damage caused during installation of our products.
3. If the customer is not the property owner, it is the customer's responsibility to liaise with the property owner to fulfil Installation clauses 1 and 2.

Terms of Quotation, Hire & Credit

1. All quotations will be subject to our Terms & Conditions of Quotation, available at www.straitline.co.nz/terms.
2. All hires will also be subject to our Terms & Conditions of Hire, available at www.straitline.co.nz/terms.
3. If you have a credit account with us, any sale will also be subject to our Terms & Conditions of Credit, available at www.straitline.co.nz/terms.
4. If you have a credit account with us and there is a conflict between our Terms & Conditions of Sale and our Terms & Conditions of Credit, the Terms & Conditions of Credit will apply.

Privacy

1. We respect your right to privacy. Our full privacy policy is available at www.straitline.co.nz/terms.
2. We may take pictures of a completed/installed product, either at our site, at a professional studio, or at your site. We will use these pictures to promote the product (online, via social media, or in promotional material). If we intend to take pictures, we will endeavour to discuss this with you.
3. You may opt out of Privacy clause 2 by notifying us in writing, or you may request anonymity.