



# Terms & Conditions of Purchase

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

## General Terms

1. These terms shall apply to all purchases by Straitline Canvas Ltd. These terms shall be in addition to and separate from any credit agreement separately signed between you and us. Where there is any conflict between a credit agreement and these terms, these terms shall apply.
2. If we have signed a separate supply agreement or contract with you (excluding credit terms or agreements), these terms will be in addition to and separate from that supply agreement or contract. Where there is any conflict between the terms of such a supply agreement or contract and these terms and conditions of purchase, the supply agreement or contract will apply.
3. Our preferred method of invoice and statement delivery is via email to [admin@straitline.co.nz](mailto:admin@straitline.co.nz).
4. All invoices must be received by the 5<sup>th</sup> working day of each month in order to be paid by the 20<sup>th</sup>. If an invoice is received after the 5<sup>th</sup> working day, we may delay payment until the 20<sup>th</sup> of the next calendar month, to allow sufficient time to process the invoice and approve it for payment.
5. Where a supplier invoice is in dispute, we will withhold payment of that invoice until the dispute has been resolved to our satisfaction.
6. If we exercise our rights to withhold or defer payment under clauses 4 or 5, you must not charge any interest or any other additional charges as a result of us exercising that right. We and you agree this is because the circumstances listed in clauses 4 and 5 are beyond our control and do affect our ability to arrange the payment or use the goods/services supplied to us for their intended purpose.
7. We respect your right to privacy. Our full privacy policy is available at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms). We expect that you will also respect our right to privacy, and that you will keep any information we provide to you confidential. You are required under New Zealand law to comply with the Privacy Act 2020 for any information shared during our relationship, even if you are not based in New Zealand.
8. Any intellectual property created during our relationship will belong to us, unless otherwise agreed in writing. If we provide you with any intellectual property during our relationship, we expect that you will keep it confidential, not sell any resulting products or services to anyone except us, and delete/destroy any intellectual property you hold if we ask you to do so (or if the relationship is ended by either party).
9. 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 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.
10. 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.
11. We may change these terms from time to time without notice. The current version of our Terms of Purchase can always be found at [www.straitline.co.nz/terms](http://www.straitline.co.nz/terms).

## Purchase Authority

1. If we have a credit account with you, it is your responsibility to ensure that any person charging an invoice to our account is a duly authorised agent of Straitline.
2. To ensure you can clearly determine whether a person is a duly authorised agent of Straitline, our staff will provide you with a purchase order for every purchase we want you to charge to our account. If a valid purchase order is not provided, you must not charge any purchase to our account.
3. Your invoice must display the purchase order number. An invoice without a purchase order number will be deemed an unauthorised purchase and will not be paid. Approved recurring purchases don't require a purchase order (e.g. utility bills, rates, subscriptions).
4. You must not supply any goods/services that exceed the value and/or description listed on the purchase order. You must advise us immediately if the goods/services cannot be supplied at the value on the purchase order. We may accept or decline the new price. If we decline the new price, we or you may cancel the order.



5. If we provide you a purchase order with a zero dollar value, this means there is no limit on the value of goods/services that may be provided, but the goods/services must not exceed the description listed on the purchase order. We expect that any price charged in this situation will be reasonable and fair.
6. All purchase orders are in New Zealand Dollars (NZD), unless otherwise stated on the purchase order.
7. If a supplier invoice does not match the description or price of our purchase order, we may withhold payment, defer payment, or return the goods for a credit (such a credit must be for 100% of the value of your invoice). If we exercise these rights, you must not charge any interest or any other additional charges. We and you agree this is because if the goods/services supplied do not match the purchase order, we did not order those goods/services.