



Terms & Conditions of Sale

This sale agreement is between Straitline Canvas Ltd. (also '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' or 'job' shall mean the full works completed by Straitline Canvas for the customer, as shown on the tax invoice.
2. All goods remain the property of Straitline Canvas until paid for in full. However, the risk for the goods shall pass to the customer once the product is delivered, collected or installed.
3. 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.
4. Where we have an informal credit arrangement (i.e. we have permitted payment on an EOM (End of Month following) or 20th (20th of month following) basis without a signed credit application), the customer will still be considered a cash customer and these terms and conditions of sale will apply, not our terms & conditions of credit. An informal credit agreement is extended entirely through our goodwill and we reserve the right to cancel any such agreements at any time, without notice. We may require payment of part or all of any amount due by any customer under such an agreement at any time, subject to General Terms clause 5.
5. Payment is due when the product is collected, dispatched, installed, or 7 days after production is completed, whichever occurs first. However, if you have ordered by phone, email, Trademe, social media or our website, payment may be required before dispatch.
6. We reserve the right to request a deposit, for some or all of the agreed price, before beginning production.
7. 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.
8. Overdue amounts may incur interest at our discretion, payable by the customer. Amounts remaining unpaid are liable to debt recovery procedures at our discretion.
9. The customer is liable for debt recovery fees, legal fees and any other fees arising from the collection of overdue amounts.
10. We reserve the right to repossess product that remains unpaid for more than 90 days past the date payment is due.
11. Where the job is repair, the amount remains unpaid for more than 90 days past the date payment is due, and the item remains in our possession, title of the repaired item passes to Straitline Canvas Ltd. Once 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.
12. All intellectual property, including drawings, plans, patterns, designs, etc. created by Straitline Canvas in providing goods and services to you, shall be the exclusive property and copyright of Straitline Canvas, unless otherwise agreed to in writing.
13. 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. This specifically includes General Terms clause 4.

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.

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 or 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. Standard stock prices 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 accept no 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 the completed/installed product, either at our showroom, at a professional studio, or on site at your premises. We will use these pictures to promote the product (online, via social media, or in promotional material). If we intend to do this, 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.

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