



# DURALLOY<sup>®</sup>

POWDERCOAT RANGE



ARCHITECTURAL AND INDUSTRIAL  
POWDER COATINGS



POWDER & INDUSTRIAL COATINGS

DuluxGroup (New Zealand) Pty. Ltd., 2355191, trading as Dulux Powder & Industrial Coatings, 31B Hillside Road, Glenfield, Auckland 0627 New Zealand (“Dulux”) being the manufacturer or distributor of the Duratec products listed in Schedule A (“the Product”), warrants to the Applicator listed in Schedule A (“the **Applicator**”), subject to the provisions set out below, that the Products will perform in the manner and for the times set out below when properly applied to chemically cleaned and pre-treated aluminium of a type suitable for exterior use (“Metal”).

## DURABILITY WARRANTY PROVISIONS

1. Subject to the provisions of any law (statute or otherwise) rendering any exclusion or limitation of liability in this Durability Warranty unlawful and of no effect and to any conditions, warranties, guarantees or rights which are mandatorily implied into the sale of goods or provision of services, the only condition, warranty, guarantee or right given by Dulux in relation to the Product is as set out in this Durability Warranty. The Applicator agrees that Dulux’s Standard Conditions of Sale (attached in Schedule B) (“Standard Conditions of Sale”) are to be read together with this Durability Warranty. Unless otherwise agreed to in writing by Dulux, the provisions of the Standard Conditions of Sale apply to the sale of the Products to the Applicator. This Durability Warranty shall prevail in the case of any inconsistency between the provisions of this Durability Warranty and the provisions of the Standard Conditions of Sale. This Durability Warranty shall be null and void to the extent that there is non-compliance with any of its terms.

2. Dulux warrants that the Product, when applied to the metal and baked strictly in accordance with this Durability Warranty, the Dulux Registered Applicator Manual and current Dulux Product Data Sheets, will not:

2.1 Peel, crack or flake for a period of 10 years from the date the Product is applied to the Metal.

2.2 Fade or change in colour so as to give delta E (Hunter) laboratory reading greater than [Insert#] units from the original colour within [Insert#] years from the date the Product is applied to the Metal. Colour measurements shall be made on clean surfaces free of oil, grease, dirt, chalk oxidised film or other contaminants and using the procedure described in ASTM D-2244-85.

It is understood that chalk, fade or colour changes may not be uniform if the surfaces are not equally exposed to the sun and the elements.

3. The warranties in clause 2 are subject to the following further provisions:

3.1 The Product must be applied to new pre treated Metal, coating weights of chromate conversion coating to Dulux approved specification and applied as described in the Dulux Registered Applicator Manual and any current Dulux Product Data Sheets.

3.2 The pre treatment must meet ASTM D1730 Type B, method 7 (amorphous chromate). Processing must conform to AAMA2605 for coating weights of a minimum 431 mg/m<sup>2</sup>. Colour of coating is a guide to effectiveness of pre treatment deposition. Non Chrome conversion coatings, if used by a Registered Applicator, must be applied and maintained in accordance with the manufacturer’s instructions.

3.3 The warranties will apply only to the Building and the Product batches which Dulux has specifically and in writing designated to the Applicator as being covered by this Durability Warranty.

3.4 This warranty shall apply only to Metal which is coated with the Products by an Applicator registered with Dulux.

3.5 An appropriate systematic building maintenance programme must be instituted and recorded to periodically clean the surface from accumulation of concentrated deposits and pollutants.

3.6 The warranties will apply only to the Product which the Applicator applies within 12 months from the date Dulux delivers the Product to the Applicator.

3.7 The Applicator must complete all tests as detailed in the Dulux Registered Applicator Manual and retain test reports and 4 pieces of production coated Metal extrusions or sheets or sections or parts coated with the Product per shift. 3 samples coated with the Product must be fully representative of the beginning, middle and end of the production for the nominated building and 1 untested sample retained to be forwarded to Dulux on request and must be identified by a Dulux batch number and a date of coating. It is incumbent on the Applicator to forward only coated Metal that meets the test methods described in AS3715/BS6496/ Dulux Registered Applicator Manual.

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- 3.8 The Applicator will maintain throughout the relevant warranty period, adequate records to provide identification of the batch number of all Products in the field and where each batch of Product was applied to Metal in the building. The Applicator agrees that Dulux shall be permitted to inspect such records and will immediately at the request by Dulux forward such records and retained production samples to Dulux for the purpose of further evaluation and testing. All records and retained production samples provided to Dulux from the Applicator must meet the minimum criteria described in the relevant Dulux Registered Applicator Manual.
- 3.9 In the event of a claim under this Durability Warranty, the Applicator shall provide Dulux with evidence that the Products were manufactured by Dulux and applied by the Applicator to this Metal.
4. Subject only to any overriding law (statutory or otherwise) to the contrary, Dulux shall not be liable for any representation or statement made by or on behalf of Dulux whether made prior to or after the giving of this Durability Warranty. Dulux's liability will be solely derived from the terms of this Durability Warranty.
5. In the event of a claim under this Durability Warranty:
- 5.1 Claims must be made to Dulux in writing by the Applicator within 30 days after the Applicator is informed of the defective coating.
- 5.2 Dulux must be given reasonable opportunity to inspect the coated Metal claimed to be defective.
- 5.3 The Applicator must send to Dulux a copy of all production and quality records describing the application of the Product, demonstrating that the production conditions and quality control checks as described in the Dulux Registered Applicator's Manual were followed and the dates on which the Product was applied.
- 5.4 The warranties shall not apply if the failure is caused by a failure resulting from abnormal external influences including but not limited to bi-metallic corrosion; mechanical abrasion; falling objects; damage during transportation, installation and storage; explosion; fire; riots; acts of war; terrorism; radiation; harmful chemicals or fumes; temperatures in excess of 110°C and below 0°C ; water chemicals and foreign substances and excessive salt atmospheres or deposits or failure from post formed or post fabrication processes or any other circumstances beyond Dulux's reasonable control.
- 5.5 For a valid claim to be made under this Durability Warranty, the Applicator shall establish to Dulux's satisfaction that 5% or more of the total coated area to which the Product has been applied failed to meet the performance criteria referred to in clause 2, as a result of an error or defect in the formulation or manufacture of the Product.
6. If it is determined that the failure is covered by the warranties:
- a) Dulux's liability shall be limited to the actual cost of repairing, i.e. replacing or recoating (excluding any access costs), the defectively coated Metal or replacing the Product at Dulux's election, which shall constitute Dulux's sole liability and the Applicator's sole remedy (whether at law or in equity or otherwise and including for negligence). In no event shall Dulux be liable for any further direct, incidental, special, or consequential damages.
- b) The cost of repair or replacement shall be determined by Dulux using contractors, materials and practices selected by Dulux. Dulux will determine, at its reasonable discretion, the most appropriate materials and practices for remedying the failure.
- c) Where Dulux elects to repair the defectively coated Metal, the Applicator will upon request by Dulux obtain and submit to Dulux two or more competitive bids for remedying the failures in the manner required by Dulux. Dulux reserves the right to reject such bids and may obtain additional bids itself.
- d) Upon acceptance by Dulux of any such bids, Dulux may authorise the Applicator in writing to proceed with the required corrective work and the manner in which it is to be performed. Upon receipt of satisfactory proof of its expenses and a full and complete written release from the Applicator of any and all further claims against Dulux under this Durability Warranty arising from such failure, Dulux will pay the Applicator's authorised costs of labour and materials, in accordance with sub-clause b).
- e) This Durability Warranty shall extend to any repaired coated Metal for the remainder of the Warranty period applicable to the Metal originally coated.

7. The Applicator agrees that:

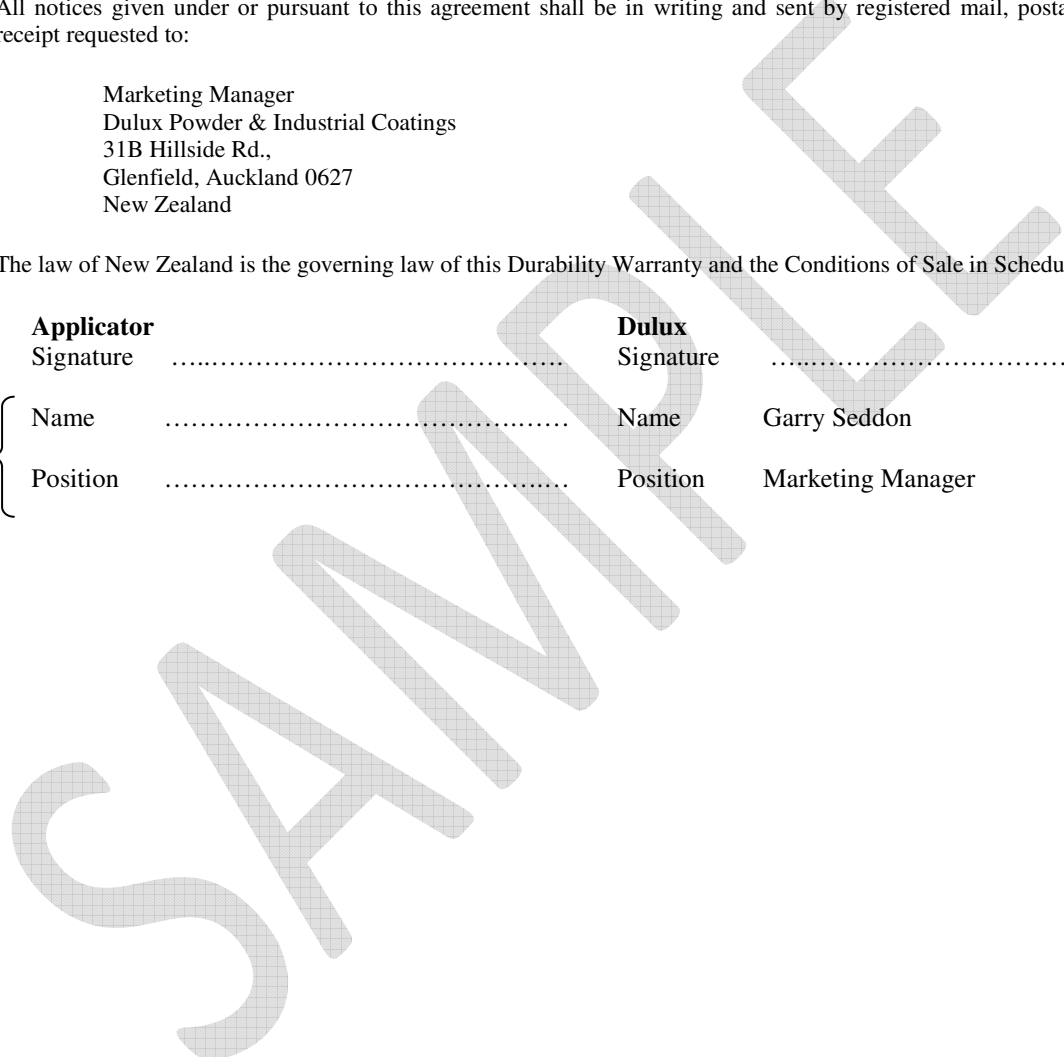
- 7.1 The Applicator has no authority to make any representations or statements in relation to the Products on Dulux’s behalf.
- 7.2 The Applicator will not give any warranty, condition or guarantee or make representation to the owner of the Building (“Building Owner”) other than to give the same warranties as are set out in this Durability Warranty
- 7.3 The Applicator shall indemnify Dulux against all claims, costs, damages and losses, whether direct or consequential, as a result of a breach by the Applicator of clauses 7.1 and/or 7.2 .

8. All notices given under or pursuant to this agreement shall be in writing and sent by registered mail, postage paid, return receipt requested to:

Marketing Manager  
Dulux Powder & Industrial Coatings  
31B Hillside Rd.,  
Glenfield, Auckland 0627  
New Zealand

9. The law of New Zealand is the governing law of this Durability Warranty and the Conditions of Sale in Schedule B.

	<b>Applicator</b>		<b>Dulux</b>	
	Signature	.....	Signature	.....
Please Print	{	Name	Name	Garry Seddon
		Position	Position	Marketing Manager



## Schedule A

<b>PART A: PROJECT DETAILS</b>			
<b>Project Name:</b>			
<b>Project Address:</b>			
<b>Components to be coated:</b>			
<b>Building Purpose:</b>	Residential	Office	
	Commercial/Retail	Factory	
	Other. Please describe:		
<b>Site Location:</b>	Urban (> 5km from salt water)	Rural	
	Coastal (<5km from salt water)		
<b>Site Proximity:</b>	To salt water:		
	Less than 10m	Between 10 and 100m	
	More than 100m		
	To severe industrial environments:		
<b>Substrate:</b>	Less than 5km	More than 5km	
	Extruded Aluminium		
	Welded Aluminium Sections		
<b>PART B: PRODUCT DETAILS</b>			
<b>Product:</b>			
<b>Product Code:</b>			
<b>PART C: OTHER PARTIES INVOLVED IN THIS PROJECT</b>			
<b>Fabricator:</b>	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
<b>Builder/Developer:</b>	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
<b>Architect/Specifier:</b>	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
<b>End User (if applicable):</b>	Company Name:		
	Main Contact:		
	Phone Number:		
	Email Address:		
<b>PART D: POWDER COATING DETAILS:</b>			
Amount of Powder Used in kg:			
Actual Coated Area in sqm:			
Completion Date:			
Batch Number Used:			
Your Company's Name:			
Your Name:			
Your Email Address:		Date:	



## Schedule B - Conditions of Sale

**DULUXGROUP CONDITIONS OF SALE (NEW ZEALAND)**  
DATED 1 APRIL 2010



**1. DEFINITIONS**

In these terms and conditions:

"Buyer" means the person to whom any quotation is made by DuluxGroup, any person offering to contract with DuluxGroup on these terms and conditions and any person who purchases Goods from DuluxGroup.

"Consequential Loss" means any loss or damage suffered by a party or any other person which is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, future reputation or publicity, loss of use, loss of interest, damage to credit rating, or loss or denial of opportunity.

"Defect" means a defect, flaw or imperfection in the Goods which prevents the Goods from being used for the purposes intended for such Goods or which makes the use of the Goods dangerous, but does not include anything which has been disclosed as a feature or limitation of the Goods by DuluxGroup prior to the date of purchase, or any defect, flaw or imperfection that is trivial or insubstantial.

"DuluxGroup" means DuluxGroup (New Zealand) Pty Ltd (ABN 55 133 404 118) and its agents, servants and employees and any related bodies corporate as defined in the Corporations Act 2001 (Cth) (if such related body corporate is named as the party making or accepting the Buyer's order of Goods).

"Goods" means all products and services agreed to be supplied by DuluxGroup to the Buyer under any contract, arrangement or understanding between DuluxGroup and the Buyer;

"GST" means any goods and services tax and any replacement or similar tax;

"GST Law" means Goods and Services Tax Act 1985 (NZ);

"Invoice" means the invoice issued by DuluxGroup to the Buyer setting out the amount to be paid by the Buyer; and

"Order" means any order for Goods placed by the Buyer with DuluxGroup, in whatever form.

**2. GENERAL**

a) Unless DuluxGroup otherwise agrees in writing, these are the only terms and conditions which apply to the sale of Goods by DuluxGroup and the Buyer agrees that these terms and conditions will in all circumstances prevail over any other document, Order or other terms, including the Buyer's terms and conditions of purchase (if any).

b) These terms and conditions supersede and exclude all prior and other discussions, dealings, representations (contractual or otherwise) and arrangements relating to the supply of the Goods including, but not limited to, those relating to the performance of the Goods or the results that ought to be expected from using the Goods.

c) If there is an inconsistency between any other terms agreed by the Buyer and DuluxGroup in writing and/or these terms and conditions, the terms agreed by the Buyer and DuluxGroup in writing will prevail to the extent of any inconsistency.

**3. ORDERS**

a) DuluxGroup has sole discretion to accept or reject any Order or any variation or modification of an Order requested by the Buyer.

b) DuluxGroup has sole discretion to accept or reject any Order cancellation request by the Buyer. If a cancellation request is accepted by DuluxGroup, the Buyer will be liable for any direct loss or expense incurred by DuluxGroup in respect of that Order (including, without limitation, payment for any Goods ordered by DuluxGroup from its suppliers relating to that Order).

**4. WARRANTIES**

a) DuluxGroup warrants that the Goods supplied will be of merchantable quality and will conform to the specifications published by it in relation to the Goods.

b) DuluxGroup also accepts liability for all warranties implied to the transactions under these terms and conditions under the Consumer Guarantees Act 1985, the Sale of Goods Act 1908, and any statutory amendment or re-enactment thereof or any other legislation the effect of which cannot be excluded. All warranties and conditions that are capable of exclusion and would, apart from this provision, form part of these terms and conditions, are expressly excluded.

c) Except where by legislation liability may not be limited, or where a limitation of liability would otherwise render DuluxGroup liable to a penalty, DuluxGroup's liability in connection with the sale of the Goods and these terms of sale is limited to any one of the following, as determined by DuluxGroup: (i) the replacement of the Goods or the supply of equivalent Goods; (ii) the repair of the Goods or payment of the cost of having the Goods repaired; or (iii) the refund of the price paid by the Buyer for the Goods.

d) To the extent the law permits and notwithstanding any other clause of these terms and conditions, DuluxGroup excludes all liability whatsoever to the Buyer for any Consequential Loss.

**5. ADVICES**

The Buyer hereby acknowledges that it has not relied on any service involving skill or judgment, or on any advice, recommendation, information or assistance provided by DuluxGroup in relation to the Goods or their use or application.

**6. DELIVERY**

a) DuluxGroup will make all reasonable efforts to have the Goods delivered to the Buyer on the date agreed between the parties as the delivery date. However, time is not of the essence under these terms and conditions and DuluxGroup shall not be liable for any failure to deliver or delay in delivery for any reason.

b) If DuluxGroup does not receive forwarding instructions sufficient to enable it to dispatch the Goods within 14 days of notification to the Buyer that they are ready, the Buyer shall be deemed to have taken delivery of the Goods from the date on which they are ready and DuluxGroup can accordingly issue an invoice to the Buyer in respect of such Goods. The Buyer shall be liable for storage charges payable in relation to such Goods not delivered monthly on demand by DuluxGroup in accordance with the payment terms set out in clause 11.

**7. DEFECTS**

a) The Buyer must examine the Goods for Defects upon delivery and notify DuluxGroup of any Defects in writing within 30 days of delivery. If the Buyer does not notify DuluxGroup within 30 days of delivery the Buyer shall be deemed to have accepted the Goods.

b) The Buyer must preserve any Goods that is found to have a Defect in the state in which they were delivered and allow DuluxGroup (or its nominated agent) access to the Buyer's premises to inspect the Goods. If DuluxGroup, upon inspection, agrees with the Buyer that such Goods have a Defect, the remedies set out in clause 4(c)-(i)-(ii) will apply.

**8. RISK AND TITLE**

a) Unless otherwise agreed in writing, all risk in and to the Goods purchased shall pass to the Buyer upon delivery to the Buyer or any agent or other carrier commissioned by the Buyer to take possession of the Goods. Legal and equitable title in and to the Goods shall not pass to the Buyer until payment in full for all Goods is made.

b) The Buyer acknowledges that until title in and to the Goods passes to the Buyer in accordance with this clause 8, the Buyer holds the Goods as bailee of DuluxGroup and that a fiduciary relationship exists between the Buyer and DuluxGroup.

c) Until title in and to the Goods passes to the Buyer in accordance with this clause 8, the Buyer shall store the Goods separately and in such a manner that they are clearly identified as the property of DuluxGroup and ensure that the Goods are properly stored, protected, and insured. DuluxGroup shall be entitled at any time until title in and to the Goods passes to the Buyer to demand the return of the Goods and shall be entitled without notice to the Buyer and without liability to the Buyer to enter any premises occupied by the Buyer (or any other premises where the Buyer is holding the Goods) in order to search for and remove the Goods.

d) The Buyer acknowledges that if it sells the Goods before title in and to the Goods has passed to the Buyer in accordance with this clause 8, it sells the Goods as a fiduciary agent of DuluxGroup provided that such sales shall not give rise to any obligations on the part of DuluxGroup. The Buyer shall hold the proceeds of sale on trust for DuluxGroup in a separate account and must pay to DuluxGroup such amount as DuluxGroup requests.

e) If title in and to the Goods has not passed to the Buyer in accordance with this clause 8, the Buyer's implied right to sell the Goods shall immediately terminate upon the happening of any of the events stipulated in clause 11(c)-(d)-(v).

f) The parties agree that this clause 8 is not intended to create a charge or any other form of security interest and that if and to the extent that, as a matter of law, this clause 8 creates a charge or any other form of security interest, the offending words shall be deleted.

**9. PRICE**

a) Unless otherwise agreed in writing, the price charged for the Goods shall be the price ruling as determined by DuluxGroup at the date of delivery (plus any GST payable in accordance with clause 17 of these terms and conditions).

b) Any price indications or price lists provided by DuluxGroup to the Buyer or otherwise made available to the Buyer are subject to alteration in accordance with the price ruling at the date of delivery.

**10. FORCE MAJEURE**

a) DuluxGroup is not liable for any failure to perform any of its obligations under these terms and conditions as a result of any event beyond its reasonable control including, without limitation, where DuluxGroup is prevented or hindered from manufacturing, delivering or supplying the Goods as a result of any strikes, lockouts or other labour difficulty, inability to obtain any necessary materials, products, equipment, facilities or services from usual suppliers on usual terms, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. In such circumstances, DuluxGroup may suspend performance of any obligations under these terms and conditions while the event continues. DuluxGroup shall not incur any liability to the Buyer in respect of such suspension.

b) If any of the above events occur for more than 30 days, DuluxGroup may, without liability, terminate any affected Order and/or these terms and conditions immediately by notice in writing to the Buyer.

**11. PAYMENT AND DEFAULT**

a) Subject to clause 11(c), and unless otherwise agreed in writing by DuluxGroup (including where otherwise specified in any invoice issued by DuluxGroup), all invoices shall be payable by the Buyer within 30 days of delivery of the Goods.

b) DuluxGroup reserves the right to charge interest on any overdue amount at a rate equal to the Commonwealth Bank of Australia 90 days bank bill rate plus 2% per annum from the due date until payment in full is made.

c) If (i) the Buyer makes defaults on any payments or is unable or states that it is unable to pay its debts as and when they fall due; (ii) the Buyer being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Buyer's estate or any part of the Buyer's property or assets; (iii) the Buyer being a company passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it; (iv) a receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Buyer; or (v) the Buyer experiences any analogous event having substantially similar effect to any of the events specified above, then DuluxGroup may, at its option, without further notice, without limiting the generality of the foregoing, the decision of DuluxGroup shall be final and DuluxGroup accepts no liability or responsibility for any loss (including Consequential Loss), howsoever arising, incurred by the Buyer due to the operation of this condition.

d) Notwithstanding clause 11(a), DuluxGroup may at all times in its sole and unfettered discretion and without being under any duty or obligation to assign reasons to such discretion, alter or terminate the Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of DuluxGroup shall be final and DuluxGroup accepts no liability or responsibility for any loss (including Consequential Loss), howsoever arising, incurred by the Buyer due to the operation of this condition.

**12. RELEASE**

Except where legislation which cannot be excluded (such as the Consumer Guarantees Act 1993, the Sale of Goods Act 1908 and any statutory amendment or re-enactment thereof) would make this clause 12 (legal, or where the inclusion of this clause 12 would otherwise make DuluxGroup liable to a penalty the Buyer releases DuluxGroup from any claim that is made against DuluxGroup for damages or otherwise in respect of any loss, damage, death or injury arising from negligence or otherwise caused directly or indirectly by or arising out of the use or condition of Goods sold to the Buyer, except to the extent that such loss, damage, death or injury has been caused by DuluxGroup.

**13. GENERAL LIEN**

In addition to any right of lien to which DuluxGroup may be entitled under the common law, DuluxGroup shall be entitled to exercise a general lien over all items in its possession belonging to the Buyer until the Buyer has paid in full for all Goods supplied by DuluxGroup to the Buyer. DuluxGroup may in its sole discretion sell any item that is subject to a lien, provided that DuluxGroup shall pay to the Buyer any surplus proceeds that are realised by it from a sale of any such items after discharging in full all monies outstanding to DuluxGroup in respect of unpaid Goods and all reasonable costs of sale incurred by DuluxGroup.

**14. SEVERANCE**

If any provision of these terms and conditions, or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall, so far as possible, be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of these terms and conditions shall not in any way be affected or impaired.

**15. VARIATION AND ASSIGNMENT**

These terms and conditions may be varied by agreement between the parties in writing only. The Buyer may not assign its rights under these terms and conditions without DuluxGroup's prior written consent.

**16. GOVERNING LAW**

These terms and conditions are governed by the law of New Zealand. DuluxGroup and the Buyer submit to the non-exclusive jurisdiction of the courts of New Zealand.

**17. GST AND OTHER TAXES AND DUTIES**

Notwithstanding any other clause in these terms and conditions, to the extent that any supply made under or in connection with these terms and conditions is a taxable supply (as defined by the GST Law), the Buyer must pay to DuluxGroup, in addition to the consideration provided for under these terms and conditions for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The Buyer must pay to DuluxGroup the additional amount at the same time as the consideration to which it is referable. The Buyer is responsible for paying any other duties, taxes or charges, including any stamp duty (if applicable), in relation to the Goods.

**18. WAIVER**

Waiver by DuluxGroup of a breach of these terms and conditions or of any right or power arising on a breach of these terms and conditions must be in writing and signed by DuluxGroup. A right or power created or arising on a breach of these terms and conditions is not waived by any failure to exercise or delay in exercising, or a partial exercise of, that or any other right or power.

**19. NO RIGHT TO OFFSET**

No amount owing, whether present or future, actual, contingent or prospective and on any account whatsoever by the Buyer to DuluxGroup may be offset against any amount owing whether present, future, actual, contingent or prospective of the Buyer to DuluxGroup hereunder or on any other account whatsoever.

**20. INTELLECTUAL PROPERTY**

The purchase of Goods under these terms and conditions does not confer on the Buyer any licence or assignment of any copyright, patent, design or trademark, or any other intellectual property right (whether registered, registrable or not) that subsists in the Goods.

**21. PERSONAL PROPERTIES SECURITIES ACT 1999 ("PPSA")**

The Buyer consents to DuluxGroup registering a financing statement under the PPSA in respect of the Goods supplied (for which express purpose credit has been extended) in accordance with clause 8 of these terms and conditions to create a purchase money security interest ("PMSI") (as that term is defined in the PPSA). The Buyer agrees to the debiting of its accounts with DuluxGroup with the cost of registration of the PMSI and all other costs associated with perfection and enforcement of the PMSI (including DuluxGroup's full solicitor/client costs). So far as permitted by s107 of a PPSA, the Buyer will have no rights under s114, s120 and s123 of the PPSA including the right to recover any notices. The Buyer waives its rights to recover a verification statement in respect of any financing statement or financing charge statement registered by DuluxGroup. The Buyer agrees to DuluxGroup exercising its rights under s109 and s120 concurrently and to DuluxGroup retaining any repossessed Goods immediately so that DuluxGroup's rights under s123 of the PPSA shall become effective immediately upon repossession. The Buyer agrees that repossession and retention of the Goods under s120 - 123 will only satisfy so much of the Buyer's debt to DuluxGroup as is equivalent to DuluxGroup's estimation of the market value of the Goods as they are to be used by DuluxGroup at the date of repossession and the repossession and retention will immediately extinguish any rights and/or interest the Buyer has in the Goods. The Buyer will indemnify DuluxGroup for any claims brought by a third party against DuluxGroup as a result of DuluxGroup's repossession and retention of the Goods. The Buyer acknowledges that DuluxGroup may allocate any monies it receives from the Buyer towards debts, charges and expenses in any priority it determines to maintain the PMSI in the Goods.