



DURABILITY AND WARRANTY (in Residential Construction)

INTRODUCTION

The Association often receives calls from consumers and members alike, wanting to understand the difference between the warranty on their windows and the durability requirements nominated in Clause B2 of the Building Code. The confusion can be very real, especially when the time periods for the two do not line up, or when individual components of the window system seem to have different provisions.

In short, warranties do not ensure durability, and the existence of a product warranty does not mean the product will necessarily be durable or last for a specific number of years. Instead, a warranty is designed to help to repair or replace the product when there are problems, or to compensate for any damage.

This bulletin has been authored with the consumer in mind, to provide a better understanding of the terms, and as a reminder to our members of their responsibilities in these areas.

DEFINITIONS

The terms are defined as follows,

- Durability** The New Zealand Building Code requires that products to be sufficiently durable, with normal maintenance, to ensure the building continues to satisfy the functional requirements of the Code throughout its specified intended life. Building products must meet minimum durability periods of 5, 15, or 50 years, depending on the product and how it is used.
- Guarantee** A guarantee is a promise of quality and durability with regular use.
- Warranty** A product warranty is a type of guarantee that includes an acceptance of liability, and defect correction. It is a formal, commercial agreement between a supplier and a customer, and provides a means to repair, replace, or compensate the customer, if the product fails to meet the terms set out in the warranty.



NZBC CLAUSE B2 - DURABILITY

Clause B2 of the Building Code sets the required durability standard for building work and aims to ensure that buildings are durable enough so that all other objectives of the Building Code are satisfied throughout the life of the building without needing reconstruction or major renovation. To comply with the Building Code, building products must, with normal maintenance, continue to satisfy Building Code performance requirements for a period of 5, 15, or 50 years, depending on the product and how it is used.

Required durability periods for building elements

Not less than 50 years, for building products:

- that provide structural stability to the building (for example, floors, walls, and fixings)
- that are difficult to access or replace
- for which failure to comply with the Building Code would go undetected during the building's normal use and maintenance.

Not less than 15 years, for building products:

- that are moderately difficult to access or replace (for example, the building envelope, exposed plumbing in the sub-floor space, and in-built chimneys and flues)
- for which failure to comply with the Building Code would go undetected during the building's normal use but would be easily detected during maintenance.

Not less than 5 years, for building products:

- that are easy to access and replace (for example, services, linings, renewable project coatings, and fixtures)
- for which failure to comply with the Building Code would be easily detected during the building's normal use.

Assessing building product durability

Building products are specified based on an assessment of durability against the Building Code's durability requirements. In doing so, consideration can be given to,

- appraisals
- history in use
- manufacturers' technical literature
- reputation of the manufacturer
- the product's warranty (which may be provided by the manufacturer).

A consent authority may be satisfied that a product complies with Clause B2 despite there being no product warranty. Although a product warranty can be considered (for example, if the



manufacturer is willing to replace its product for a period equal to its required durability), a warranty cannot be the sole criteria for assessing durability.

Clause B2 sets out the durability requirements of building products, including the components of a window or door system, in its Table 1, which is copied below,

Table 1: Durability Requirements of Nominated Building Elements (cont'd)

Building Element	Component	Situation/Function	Not less than 50 years	Not less than 15 years	Not less than 5 years
Windows	Frame and interior reveals	Structural units 1.	✓		
		External window/door joinery 2.		✓	
		Internal window joinery			✓
	Gaskets, glazing and glazing beads 2.	Moderately difficult to access or replace		✓	
	Hardware 3.				✓

Notes:

1. Typically, in residential construction, the windows do not form a structural part of the building envelope and therefore, *do not* require a 50 year durability.
2. Most commonly, window frames, reveals, and glazing require a durability of not less than 15 years.
3. In most cases, hardware (locks, hinges, handles, etc) is easy to assess and access to replace, and therefore require a durability of not less than 5 years.



DURABILITY

Overview

As described above, Clause B2 has differing requirements for durability for the components that make up a window or door system. The durability requirements of the Building Code may extend beyond the manufacturer/supplier's warranty offering.

Frames / Reveals

Whilst window and/or door frames and their reveals must have a durability of not less than **15 years**. This extends only to the materials they are constructed of and typically not to coatings applied as a decorative feature.

Surface Finishes

Generally, surface finishes are classed as a decorative element and as such do not have a durability requirement under, unless the coating protects the integrity of the base material, i.e. some steel frames, or untreated reveals.

Hardware

In most cases, hardware (locks, hinges, handles, etc) is easy to assess for damage and access to replace, and therefore require a durability of not less than **5 years**. As with frames and reveals the durability refers to the function of the hardware item, rather than its finish.

Glazing

Clause B2 requires that glazing have a durability of not less than **15 years** and that Insulating Glass Units (double glazing), be permanently marked with the name of the manufacturer, the year of manufacture, and the Standard to which the glass complies.

Gaskets / Glazing Beads

Table 1 groups gaskets and glazing beads in with glazing and therefore requires they have a durability of not less than **15 years**. Whilst some gaskets and/or beads might be easy to access, i.e. those on the ground floor of a home, the impact on the performance of a window system where these might fail in an inaccessible area, confirms the need for this level of durability.



WARRANTIES

It is usual for windows to be provided with a Product Warranty, covering materials and workmanship, but the Building Act also makes provision for an Implied Warranty as detailed below. An Implied Warranty includes duties that can arise automatically without a Product Warranty ever being offered.

Product Warranty

A Product Warranty is a formal, commercial agreement between a manufacturer/supplier and a customer, that provides a means to repair, replace, and/or compensate the customer, if the product fails to meet the terms set out in the warranty.

Manufacturers and/or suppliers might provide inclusive cover for the windows and doors, glazing, hardware, and/or other components, protecting against defects in manufacturing, workmanship, functionality, and surface finish (where applicable) for a given period, provided care and maintenance guidelines have been followed.

Some products may carry a separate warranty differing from the given period, based on agreements in place between suppliers.

- There are a range of product options when it comes to surface finishes, each offering its own warranty period and conditions of use. The levels of performance should be discussed with the window supplier when selecting colour/finish options.
- IGU's or double glazing from an IGUMA member carries a separate, conditional warranty.

Should a defect occur, regardless of whether it applies to the frame, glazing, hardware, or other component, the first approach is to discuss the issue with the company which you have the contracted the warranty agreement with.

Talk to your manufacturer/supplier for more detail about their specific Product Warranty offering.



Implied Warranty

All residential building work is covered by Implied Warranties, which apply, for up to 10 years regardless of what the contract terms are. An Implied Warranty is automatic and covers almost all aspects of building work from compliance with the Building Code, to good workmanship, and timely completion of building work. A breach of any of these is a breach of the contract.

The implied warranties are:

- All building work will be done properly, competently and according to the plans and specifications in your approved consent.
- All the materials used will be suitable and, unless otherwise stated in the contract, new.
- The building work will be consistent with the Building Act and the Building Code.
- The building work will be carried out with reasonable care and skill and completed within the time specified or a reasonable time if no time is stated.
- The home will be suitable for occupation at the end of the work.
- If the contract states any particular outcome and the homeowner relies on the skill and judgement of the contractor to achieve it, the building work and the materials will be fit for purpose and be of a nature and quality suitable to achieve that result.

Implied warranties apply automatically to all contracts for building work on a residential house, whether written or verbal,

e.g. if your builder substitutes a lower performing product than that specified in the building plans without having your agreement, and this causes damage to the property, this breaches your written or verbal contract.

To activate an Implied Warranty, you must take any dispute you have with defects or workmanship to court and prove loss or damage as a result. [Activating your consumer rights](#) has more information about activating your implied warranties, consumer guarantees and resolving problems under the Construction Contracts Act.

For more information on [Implied Warranties, visit MBIE's website...](#)



CARE AND MAINTENANCE

The care and maintenance requirements for windows and doors, and their associated components will vary between manufacturers/suppliers, but each will have a recommended programme that must be followed in order to satisfy the terms of the Product Warranty.

The most common elements of maintenance include but may not be limited to,

- Cleaning every three months is recommended for windows and glazing. In coastal or industrial environments more frequent washing will be required.
- Recommended cleaning with a soft brush with warm water and some mild household detergent. Rinse with fresh water.
- Do not use abrasive steel wool, sandpaper, scrapers, scouring liquids or aggressive solvents or thinners. These are likely to damage the surface finish.
- The cleaning cycle should include the removal of build-up in door tracks to ensure the maintenance of drainage paths.

For more information on [maintaining your windows, visit our website...](#)
