

Your product and the law

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If you manufacture, import or supply building products in New Zealand, you have obligations under our consumer, trading and building laws.

If you make or supply products that are intended to be used in building work, you are responsible for making sure these products will comply with the Building Code (which mandates building performance). This responsibility is enforced by consumer legislation in tandem with the Building Act.

If you want to import building products into New Zealand, either for personal use or to resell, there are additional things to consider. For example, they may be subject to tariffs and taxes, or biosecurity procedures.

Your obligations under consumer and trading laws

If you supply any type of product in the New Zealand market, you have a range of obligations under our consumer and trading laws to sell goods that are safe and fit for purpose.

This includes making reasonable and substantiated claims, whether implied or stated, about your product's performance. You will need to understand your obligations regarding the following legislation.

Fair Trading Act 1986

Consumers need to be confident in the accuracy of the information they receive about your product. The Act covers the advertising and selling of your goods and services. It prohibits misleading and deceptive conduct, false representations and unfair practices by people in trade.

Consumer Guarantees Act 1993

This only applies if your goods are supplied to consumers for personal, domestic or household use. It does not apply to goods usually used for commercial use or used in a manufacturing process. The Act requires your goods to be fit for their normal purpose. They must be safe, durable and last for a reasonable time.

If your product is not fit for purpose or of a reasonable quality, consumers may be able to seek remedy despite there being no written warranty in place.

Contract and Commercial Law Act 2017

This applies when goods are not covered by the Consumer Guarantees Act. As a product supplier, you are responsible for making sure your goods are fit for purpose where the buyer has expressly (or by implication) made the purpose the products are required for known.

Hazardous substances and New Organisms Act 1996

This covers all hazardous substances imported into or made in New Zealand. Relevant building products could include some glues, sealants or paints. The Building Code also contains requirements for hazardous building products and processes.

Commerce Act 1986

Under this Act, price-fixing or any agreements that substantially lessen market competition are illegal.

Your obligations under building law

Understanding how the New Zealand building laws apply to your building products or systems will help you to establish how much you need to

do to get them accepted, used and specified.

If your product could be used in building work as defined in the Building Act, you will need to demonstrate how it complies with the relevant clauses of the Building Code.

Otherwise, you still need to make sure it is fit for purpose and your product performance claims are reasonable, as required by our consumer and trading legislation.

Complying with the Building Code

If you claim your products will comply with the Building Code, they must do so (as required by section 14G of the Building Act), if installed according to any data, plans, specifications and advice you prescribe.

Everyone using your product or system in the building process will rely on your product information and claims, so it is essential that the data is accurate and reliable.

For example, if you claim your building product can be used in a certain way (for example as a structural bolt in a marine location, or as a weatherproof cladding) you must back up these claims with suitable evidence.

Faulty products and warranties

You do not have to provide your consumers with a written warranty for your product. However, you must comply with the Consumer Guarantees Act which states your goods must be durable and last for a reasonable amount of time.

This means if your product is not fit for purpose or of a reasonable quality, consumers may still be able to seek remedy despite there being no written warranty in place.

If you are a consumer or builder and have purchased a product you think is causing a building to be dangerous or unsafe, you should let your local council know.

The council has the ability to issue a dangerous building notice requiring work to be done or to prevent people from accessing the building.

You could also let us know. We have the ability to issue a warning or a ban on the use of a building product or system.

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- with compliance with the Building Act, it is published under section 175 of the Building Act
- with a Weathertight Services claim, it is published under section 12 of the Weathertight Homes Resolution Services Act 2006.