

WARRANTIES FOR STEEL PROTECTIVE PAINT COATINGS

INTRODUCTION

This TECHnote discusses the requirement for and availability of warranties for steel protective paint coatings.

WHY ARE WARRANTIES REQUIRED?

The durability of steel products and steel structures is often a critical issue in the economic lifespan of a building or structure. To extend life, steel is often finished with protective paint coatings.

The factors determining steel durability are:

- Ambient atmospheric conditions, both internal and external.
- Detailing of steel products and steel structures.
- Type of coating system.
- Preparation of the substrate.
- Application of the coating system.
- Time to first maintenance.
- Accessibility of the protective coating for maintenance.
- Frequency of maintenance.
- Construction handling.

Of these factors, the type of coating system, the preparation of the substrate, and the application of the coating system need to be warranted to provide additional protection to that provided by the coating material manufacturer's guarantee.

THE WARRANTY PERIOD

The warranty given by a steel protective coating manufacturer is generally that the coating will be fit for purpose and will perform to its stated level until the time to first maintenance. This time frame will generally be a quarter to a third of the overall life expectancy of the coating system. A warranty of greater length than the time to first maintenance will either not be given or will be uneconomic.

WHAT WARRANTIES SHOULD BE OBTAINED?

The specification should require interlocking warranties from the manufacturer, applicator and contractor. This is important for the following reasons:

- The application of protective paint coatings normally requires the preparation of the substrate to accept the coating. It is usually a condition of the paint coating manufacturer that the substrate is prepared in accordance with its specific requirements. In the case of some special proprietary coatings, such as powder coat, the manufacturer often requires the coating to be applied by an approved applicator.
- Failures and defects in paint coatings often occur due to incorrect substrate preparation and incorrect application. Failures may also occur if the steel primer coating is not compatible with the finishing coat. Advice should be sought from the coating supplier to ensure compatibility.

- Applied coatings may be damaged due to lack of protection during the construction of the building.
- Factory applied coatings may be damaged during shipment, leading to a premature failure of the protection provided by the coating.

WHERE AND HOW TO SPECIFY WARRANTIES WITH NATSPEC

The NATSPEC 0171 *General requirements*, **WARRANTIES** clause refers to warranties generally. Specify warranty requirements in the relevant technical worksection. Only specify warranties which are actually available.

The NATSPEC 0345 *Steel - protective paint coatings* worksection requires contractors to submit details of the proposed warranty terms, form and period and to cover materials and workmanship in the form of interlocking warranties from the supplier and the applicator. Many manufacturers and suppliers offer standard forms of warranty. If these are unsatisfactory, it may be possible to negotiate better terms, but this should be done in the design stage. A warranty is only as reliable as the firm that gives it. A failed or defective warranty may increase the designer's responsibility. Some contracting organisations prefer not to rely on warranties. Refer to Section 59 of the Australian Consumer Law for information on warranties.

CONSUMER PROTECTION

The law in Australia protects consumers of building products, including protective paint coatings products.

Overall consumer protection in Australia is provided under the Competition and Consumer Act 2010 (CCA) which is applicable to all goods and services. Australian Consumer Law, CCA Schedule 2, applies to consumer transactions up to a maximum of \$40,000 in value. Consumer transactions for goods and services of more than \$40,000 are subject to Common Law.

Under Australian Common Law, goods and services are sold with an implied warranty which is a contract law term for certain assurances that are presumed to be made in the sale of products.

These assurances are characterised as warranties irrespective of whether the seller has expressly promised them orally or in writing. They include an implied warranty of **fitness for a particular purpose**, an implied warranty of **merchantability** for products, and an implied warranty of **workmanlike quality** for services.

Each state and territory has its own Sale of Goods Act, which is applicable to all sales with no maximum value applied.

GUARANTEES AND WARRANTIES - DEFINITIONS

Note that guarantees and warranties differ.

Under the Competition and Consumer Act 2010, Schedule 2, a **guarantee** provides consumers with a comprehensive set of rights for the goods and services they acquire. Under the Act, suppliers and manufacturers automatically provide guarantees about certain goods they sell, hire or lease, and services they provide to consumers.

These rights exist regardless of any warranty provided by the manufacturer.

A **warranty** is provided by a manufacturer or supplier/installer in excess of the rights described above provided by the guarantee. It acts like an insurance policy for which the buyer pays a premium. In the case of building products and materials this premium may not be separately identified in the purchase price.

A warranty normally has a defined period and is a legal contract between the supplier and the user. A warranty can be in place alongside a guarantee and cannot reduce the user's rights under consumer law.

Suppliers and manufacturers often make extra promises (sometimes called express warranties) about such things as the quality, state, condition, performance or characteristics of goods. If so, they warrant that the goods will satisfy those promises.

ACUMEN

AIA members should refer to Acumen for advice regarding guarantees and warranties. acumen.architecture.com.au

Relevant Standards

AS 2124 *General conditions of contract*

AS/NZS 2311 *Guide to the painting of buildings*

AS 2312 *Guide to the protection of structural steel against atmospheric corrosion by the use of protective coatings*.

Part 1: *Paint coatings* Clause 1.6 refers to durability ratings and corresponding guarantee times. Clause 1.7 refers to warranties.

AS/NZS 3750 *series Paints for steel structures*

AS 4506 *Metal finishing - Thermoset powder coatings*

Relevant Act

Competition and Consumer Act 2010

Related worksections

0171 *General requirements*
0345 *Steel - protective paint coatings*