Saunders

Module C Report

C-1:

Autonomous vehicles are becoming an important part of the modern world. Due to the nature of all vehicles, there are some dangers involved with driving. Liability comes into question when a vehicle is being operated properly under auto-pilot and the user enters a crash that causes injury/damages. As is stated by LawShelf, “. . . if a user of a product is injured in the normal course of using the product and the harm was the result of a defect in the product, the victim has grounds for a products liability suit.” Legally, there are three types of product defects. Those three types are design defects, manufacturing defects, and defective due to a failure to warn. An example of a manufacturing defect that may cause two autonomous vehicles to crash into each other could include a physical defect in the camera system. A design defect is one that is pre-planned in the design of the product. This defect would cause undue safety risks to the customer, safety risks that could have been prevented if the product were designed in a proper way. An example of this could be bugs in autonomous vehicle software that caused one or more crashes. There are two ways to answer the question, “Should manufacturers and suppliers bear the cost of damages for such defects?” The first way is will they be held responsible legally. Under the assumption that a vehicle is fully autonomous (not semi-autonomous like current iterations), and the user does not have the obligation to be an active driver; it is likely a crash that is designated to be the fault of the autonomous driving system would create a liability for the manufacturer. The second way to answer the question, is should they bear the liability from a logical perspective. Assuming the vehicle is designed to the highest possible safety constraints with current technology, the manufacturer should not be held liable. All cars have accidents, and many drivers are injured/die due to a crash that is not legally decided to be their fault. Without a product defect, the manufacturer of the car is not held responsible. If autonomous vehicles are statistically as safe, or even safer than human drivers than the autonomous vehicle manufacturer should not be held responsible. Many new innovations are expected to have human injury/death eventualities. Planes and cars crash, nuclear power plants have accidents, dams fail, etc. This does not mean that humanity halts technological progress. This concept that autonomous vehicles will inevitably have crashes could be flipped on its head as well. Imagining a future where autonomous vehicles dominate the roadways (80-90-100 percent) would theoretically create a much safer driving experience. Cars driving on a digital grid with an understanding of where each other are would almost never crash. Additionally, they could drive faster, adapt to obstacles faster, share driving conditions with each other, and minimize traffic buildups by taking alternative routes.

C-2:

Warnings for autonomous vehicles are necessary, as ‘duty to warn’ is a liability requirement. As it is stated in LawShelf, “the law imposes a duty on manufacturers and sellers of products to give adequate warnings of the dangers that can arise from foreseeable uses of their products. Those who fail to adequately warn users can be liable for damages stemming from the failure to warn.” Any type of vehicle is a dangerous instrument and should come with warnings for liability. Additionally, warning customers of the dangers of the autonomous vehicle in question should lessen liability. Informing the customer of the proper way to operate the vehicle and particular safety precautions to implement will increase safety and lessen crashes, injuries, and deaths.

C-3:

The crashworthiness doctrine is the concept that while cars are not meant to be involved in collisions, car manufacturers still must adhere to certain safety standards. As is stated by LawShelf, “While cars are not intended to be used in a way that involves collisions, the law requires car manufacturers to design cars to be reasonably safe even when such collisions occur. This is known as the crashworthiness doctrine.”. This doctrine acts under the assumption that the user is operating the vehicle. When a car is using full autonomous features (for future iterations of autonomous vehicles, not the current semi-autonomous vehicles), this is not necessarily the case. In the future we may see people sending emails, sleeping, or playing video games on car rides while the vehicle does all the work. In this scenario it is likely these vehicles will be held to a higher liability. I believe that the future fully autonomous vehicles should be held to a higher liability, but not to a liability so high that it stifles innovation and the ability for manufacturers to make new and improved autonomous vehicles. Additionally, I believe that state laws on autonomous vehicles should reflect federal laws. This would be ideal to avoid red tape and complications for companies like Tesla to be able to sell vehicles in all 50 states.

C-4:

Implied Warranties of Merchantability on a website such as eBay.com are very common. Amazon third party sellers, eBay sellers, and other websites that offer a platform to third party sellers often have implied warranties of merchantability. An example of this concept would be a DVD/CD seller on eBay. Should the CD or DVD not work in their respective players this would be a defective product. The user would have the right to a warranty. This scenario fits both requirements for an implied warranty of merchantability. First, the seller is in the business of regularly selling products. Secondly, their main products are CD’s and DVD’s.

‘Warranty of fitness for a particular purpose’ is another category of implied warranty. This implied warranty is only applicable under one specific circumstance, as stated by LawShelf, “This warranty is created if a seller knows that the buyer is looking to use the goods for a particular or more specific use than the conventional purpose.” An example of this could be that an eBay seller is misrepresenting a product as useful for something that it is not. The seller could be advertising a paint primer as a topcoat, or vice versa. While the product is not defective, it cannot be used for the purpose it is being sold. That would violate an implied contract with the buyer of the product. Therefore, the buyer would be able to recoup their purchase.