

An experienced construction company purchased sand in bulk from a distributor. The construction company mixed the sand with water and cement to make concrete. The distributor knew that an improper ratio of sand, water, and cement would result in defective concrete, but the distributor played no role in determining the ratio used by the construction company in mixing the concrete.

The construction company used the concrete to form supporting columns for a building. A year later, the building collapsed during a minor earthquake, causing injury to the occupants.

Although the sand was not defective, the concrete forming the columns was defective because the mixture ratio of the sand, water, and cement was not proper. The defective concrete was a cause in fact of the collapse.

Do the injured building occupants have viable strict liability claims against the sand distributor?

- A. No, because component suppliers are not strictly liable in tort.
- B. No, because the distributor neither advised nor participated with the construction company in determining the mixture of sand, water, and cement.
- C. Yes, because the concrete columns were defective.
- D. Yes, because the distributor knew that an improper mixture of sand, water, and cement would result in defective concrete.

Correct

Collecting Statistics

01 min, 24 secsTime Spent

2023Version

Explanation:

A commercial supplier in the distribution chain is subject to **strict products liability** if (1) the product was **defective** when it left the commercial supplier's control and (2) that defect caused the plaintiff harm. However, the commercial supplier of a **component that is integrated** into a defective product, such as sand used in manufacturing defective concrete (as seen here), is **not strictly liable unless**:

the **component is defective** *or*

the supplier **substantially participated in the integration** of the component into that product's design and the **component's integration caused the product to be defective (Choice A)**.

Here, the construction company purchased sand from a distributor to make concrete. The concrete columns in the building were defective because the mixture ratio of the sand, water, and cement was improper, but the sand was not defective **(Choice C)**. And though the distributor knew that an improper ratio would result in defective concrete, the distributor neither advised nor participated with the construction company in determining the mixture **(Choice D)**. Therefore, the injured building occupants do *not* have viable strict liability claims against the sand distributor.

Educational objective:

The commercial supplier of a component that is integrated into a defective product is subject to strict liability when (1) the component is defective or (2) the supplier substantially participated in integrating the component into the product's design and that integration caused the product to be defective.

References

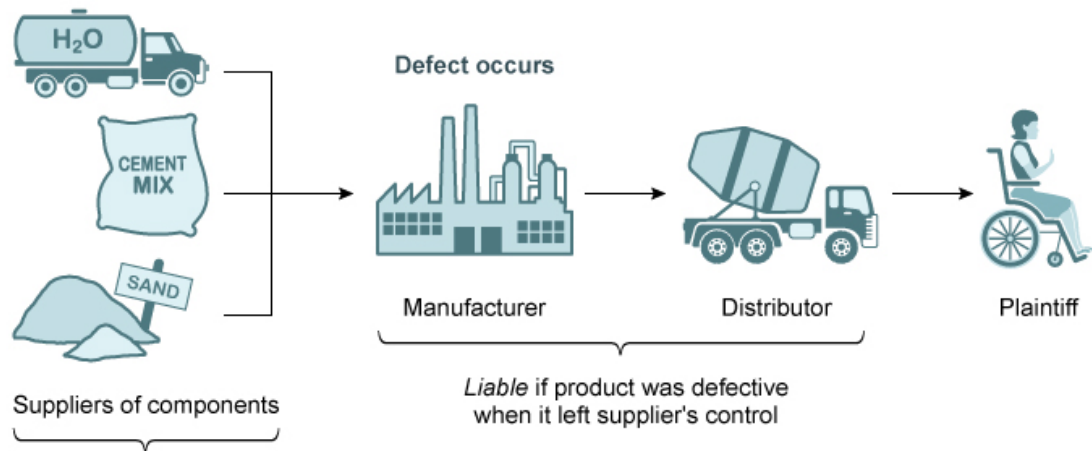
Restatement (Third) of Torts: Prods. Liab. § 1 (Am. Law Inst. 1998) (strict products liability).

Restatement (Third) of Torts: Prods. Liab. § 5 (Am. Law Inst. 1998) (liability for products that contain defective components).

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Strict products liability along chain of distribution



Not liable unless:

- Component was defective
- Substantially participated in integration of component that caused defect