

A homeowner was injured when an automatic cutoff switch failed to function on a snowblower he was using. The cutoff switch had functioned well for a year after he purchased the snowblower but failed after the machine had been improperly repaired by a mechanic. The snowblower's operating manual contained a clear and prominent warning against making the very alteration to the switch mechanism that was made by the mechanic. The mechanic, however, did not have a manual available when he repaired the snowblower.

Does the homeowner have a viable claim against the manufacturer of the snowblower for damages?

- A. No, because the homeowner was contributorily negligent in failing to furnish the snowblower's manual to the mechanic.
- B. No, because the injury resulted from a substantial alteration of the snowblower by a third party.
- C. Yes, because a defect in the snowblower caused the homeowner's injury.
- D. Yes, because the manufacturer should have made the manual available to repair personnel.

Explanation:

When a product poses a **foreseeable risk of harm** (eg, injury resulting from an unsafe repair), commercial suppliers must provide **reasonable warnings or instructions** if doing so would reduce that risk. Failure to provide adequate warnings or instructions renders the **product defective** and subjects commercial suppliers to **strict products liability**.

Here, the homeowner's injury occurred when his snowblower's automatic cutoff switch failed due to the mechanic's improper repair (foreseeable risk). But since the manufacturer provided a *clear* and *prominent* warning about that very alteration in the operating manual (reasonable warning) and there is no evidence that the snowblower was otherwise defective, the manufacturer is not liable for the homeowner's damages **(Choice C)**.

(Choice A) Contributory negligence occurs when a plaintiff fails to use reasonable care for his/her own protection. Here, the homeowner was not contributorily negligent in failing to furnish the manual to the mechanic because the homeowner could reasonably rely on the mechanic's expertise.

(Choice D) A commercial supplier is only required to provide *reasonable* warnings or instructions. Here, the manufacturer could not identify every repair person who might work on its snowblowers, so it would be unreasonable to impose strict liability on the manufacturer for failing to provide a manual to the mechanic.

Educational objective:

To avoid strict products liability, a commercial seller must provide reasonable warnings or instructions regarding any foreseeable risk of harm posed by its product if doing so will reduce that risk. Failure to provide adequate warnings or instructions renders the product defective.

References

Restatement (Third) of Torts: Prods. Liab. § 2 (Am. Law Inst. 1998) (product defective due to the lack of reasonable warnings or instructions).

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**Product defects caused by
design or inadequate warnings/instructions**

