

## Strict Product Liability, “Defective” is More Than “Doesn’t Work”

Occasionally when we buy something, no matter how enticing the marketing or how many of our friends have also purchased the product, we end up with something defective, and in the worst-case scenario—dangerous. What happens if you’ve been injured by a defective or dangerous product? The consumer should be aware of strict product liability rights!

### Strict product liability: there is some good news

The good news is that unlike being injured in a motor vehicle accident or because of employer-related negligence, recovering compensation for a product that causes you injury is more simplified. This happens to be because special rules apply for recovery when product liability law is concerned.

A victim injured as a result of a defective product may recover damages from the manufacturer, the seller, or the retail location where the product was purchased depending on the laws that apply in their state.

In Florida, anyone in the chain distribution, marketing, manufacturing, and retail may have a lawsuit filed against them for failing to uphold the expected standard of care for providing a reasonable product to the consumer.

### Simplified but strict: product liability at a glance

Under normal circumstances such as an automobile accident or a work-related injury you must show that the defendant acted in a manner that was unreasonable or careless (or both). That would mean your attorney must be able to show the other person acted negligently and that’s what caused you pain and suffering.

When it comes to products sold to consumers in a “marketplace” setting it is financially prohibitive and time consuming to try and prove one person in the chain of command that produced the defective merchandise is responsible.

Therefore, the consumer cannot be expected to prove fault in regard to a product they purchased with reasonable expectations of it performing in the way it was marketed to do so.

### With reasonable expectations, products should perform

It’s for these reasons that the law was developed with the principle of **strict product liability**. This allows the injured party to recover damages from the manufacturer or the seller of the defective product, without being forced to show that the defendant was negligent.

The way strict product liability works is as follows: if you purchase a product with the reasonable assumption that it will work as advertised and instead find that the product was so defective that it caused you serious bodily injury or the death of a loved one, you are entitled to retain legal counsel and obtain compensation from the manufacturer (or the business that sold the product).

### Recalls can cause consumer panic, safety concerns for future products

Furthermore, there are rules of strict product liability that must be met before a consumer can claim the product was defective. Labeling a product defective is a lengthy legal process that often ends in a recall of the product, causing a consumer headache and bad PR for the manufacturer when the safety of the consumer is put at-risk. That’s why the law has enacted certain steps that must be met before a lawsuit can be filed on behalf of a product-injured victim.

1. The product has to be considered “unreasonable dangerous” in regard to its defect; this can be either within the design, during the manufacturing process, or during shipment to the seller.
2. The defective merchandise caused the victim injury while it was being used in the way that’s considered reasonable (intended to be used).
3. The product hasn’t been modified from the condition in which it was originally purchased. The word “substantially” applies in this instance. I.E. having to remove furniture from its packaging to build it is not considered “substantially” modifying the product outside of its intended use. The victim puts together furniture as per the directions and then becomes injured because the defective furniture is unstable and falls on the victim, causing a traumatic brain injury, is considered “reasonable”.

“Awareness of defect” protects the manufacturer, a smart consumer acts quickly

The seller and the manufacturer alike have a claim of defense against “strict liability” that is important to the informed consumer. If you have owned the product for an extended period of time, you may not be able to file a claim of strict liability.

This is due in part to the fact you may have known about the defect and continued to use the product regardless of this knowledge. If you use the product indefinitely and are then injured because of your continued use of a product with a known defect, you have forfeited your right to obtain compensation.

**Contact us to schedule a complimentary consultation. There’s no obligation. Take the first step and call today: (877). 529-0080**

