

Part 7

Utah Product Liability Act

78B-6-701 Title.

This part is known and may be cited as the "Utah Product Liability Act."

Renumbered and Amended by Chapter 3, 2008 General Session

78B-6-702 Definition -- Unreasonably dangerous.

As used in this part, "unreasonably dangerous" means that the product was dangerous to an extent beyond which would be contemplated by the ordinary and prudent buyer, consumer, or user of that product in that community considering the product's characteristics, propensities, risks, dangers, and uses together with any actual knowledge, training, or experience possessed by that particular buyer, user, or consumer.

Enacted by Chapter 3, 2008 General Session

78B-6-703 Defect or defective condition making product unreasonably dangerous -- Rebuttable presumption.

- (1) In any action for damages for personal injury, death, or property damage allegedly caused by a defect in a product, a product may not be considered to have a defect or to be in a defective condition, unless at the time the product was sold by the manufacturer or other initial seller, there was a defect or defective condition in the product which made the product unreasonably dangerous to the user or consumer.
- (2) There is a rebuttable presumption that a product is free from any defect or defective condition where the alleged defect in the plans or designs for the product or the methods and techniques of manufacturing, inspecting and testing the product were in conformity with government standards established for that industry which were in existence at the time the plans or designs for the product or the methods and techniques of manufacturing, inspecting and testing the product were adopted.

Renumbered and Amended by Chapter 3, 2008 General Session

78B-6-704 Prayer for damages.

No dollar amount shall be specified in the prayer of a complaint filed in a product liability action against a product manufacturer, wholesaler or retailer. The complaint shall merely pray for such damages as are reasonable in the premises.

Renumbered and Amended by Chapter 3, 2008 General Session

78B-6-705 Alteration or modification of product after sale as substantial contributing cause -- Manufacturer or seller not liable.

For purposes of Section 78B-5-818, fault shall include an alteration or modification of the product, which occurred subsequent to the sale by the manufacturer or seller to the initial user or consumer, and which changed the purpose, use, function, design, or intended use or manner of use of the product from that for which the product was originally designed, tested, or intended.

Renumbered and Amended by Chapter 3, 2008 General Session

78B-6-706 Statute of limitations.

A civil action under this part shall be brought within two years from the time the individual who would be the claimant in the action discovered, or in the exercise of due diligence should have discovered, both the harm and its cause.

Renumbered and Amended by Chapter 3, 2008 General Session

78B-6-707 Indemnification provisions void and unenforceable.

Any clause in a sales contract or collateral document that requires a purchaser or end user of a product to indemnify, hold harmless, or defend a manufacturer of a product is contrary to public policy and void and unenforceable if a defect in the design or manufacturing of the product causes an injury or death.

Renumbered and Amended by Chapter 3, 2008 General Session