Product liability is concerned with circumstances where a product has been supplied and causes damage by virtue of some characteristic that might be described as a defect. The main source of law in this area lies in relation to contracts for the sale of goods, where normally the relationship between a buyer and a seller will be regulated by their contractual arrangements, including any valid exclusion clauses. Problems arise however, even in relation to actions by buyers against sellers where the seller is, for example, insolvent or untraceable, or perhaps where he is protected from contractual liability by an exclusion clause. Further, the defective goods may not only injure the buyer, and the contract is unlikely to provide a remedy for potential claimants not party to the contract of supply, since it must be comparatively rare for such a person to derive any benefit from the Contracts (Rights of Third Parties) Act 1999. In such circumstances a claimant, whether buyer or not, will be forced to rely on the law of tort or on statute for a remedy. This chapter examines such claims.
18. Product liability

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