

## Uniform Products Liability Act

1. In this Act,

“false statement” includes any mis-statement of fact, whether made by words, pictures, conduct or otherwise;

*Interpretation*

*false statement*  
*“fausses...”*

“product” means tangible goods, whether of not they are attached to or incorporated into real property;

*product*  
*“produit”*

“supply” means make available or accessible by sale, gift, bailment, manufacture, distribution, importation or any way but not including transportation only.

*supply*  
*“fournir”*

2. The Crown is bound by this Act.

*Crown bound*

3. (1) A product is defective for the purposes of this Act if it falls short of the standard that may reasonably be expected of it in all the circumstances.

*Defective product*

(2) Without limiting the generality of subsection (1), in determining whether a product is defective, the matters to be taken into account may include

*Matters to be considered*

- (a) any relevant standard established by law or otherwise;
- (b) the technological or practical feasibility of a product designed so as to prevent injury or damage while substantially serving the likely user's expected needs;
- (c) the effect of any proposed alternative design on the usefulness of the product;
- (d) the difference in cost between producing, supplying, using and maintaining the product as designed and as alternatively designed;
- (e) the uses to which it is reasonably foreseeable that the product may be put and the persons or property that it is reasonably foreseeable may be affected by such uses;
- (f) the user's ability to avoid danger by the exercise of reasonable care in the use of the product;
- (g) the user's anticipated awareness of inherent dangers in the use of the product because of general public knowledge, obvious condition or suitable warnings or instructions; and

(h) the period of time during which the product may reasonably be expected to be used safely.

*Strict liability  
for defective  
products*

4. (1) Where in the course of his business a person supplies a product of a kind that it is his business to supply and the product is a defective product which causes personal injury or damage to property, that person is liable in damages

(a) for the personal injury or damage to property directly and naturally resulting in the ordinary course of events; and

(b) for any economic loss directly and naturally resulting in the ordinary course of events from the injury or damage referred to in clause (a).

*Costs of averting  
injury*

(2) A supplier who is or would have been liable under subsection (1) for personal injury if personal injury had occurred is liable for economic loss incurred in reasonable attempts to avoid such personal injury, whether or not the personal injury occurs.

*Strict liability  
for false  
statements about  
products*

5. Where in the course of his business a person supplies a product of a kind that it is his business to supply and makes a false statement concerning the product, reliance upon which causes personal injury or damage to property, that person is liable in damages

(a) for the personal injury or damage to the property directly and naturally resulting in the ordinary course of events; and

(b) for any economic loss directly and naturally resulting in the ordinary course of events from the injury or damage referred to in clause (a),

whether or not the reliance is that of the person suffering the injury or damage.

*New business  
and  
promotions*

6. A person may be liable under section 4 or 5 notwithstanding that he has not previously supplied products of the same kind as the product supplied or that he supplied the product for promotional purposes.

*Contributory  
negligence*

7. (1) Where personal injury or damage to property is caused or contributed to partly by a supplier of a product or by reliance upon a false statement made by a supplier concerning a product and partly by the person suffering the injury or damage, damages shall be apportioned in accord-

ance with the degree of the responsibility of each for the injury or damage.

(2) Where under subsection (1) it is not practicable to determine the respective degree of responsibility of the supplier and of the person suffering the injury or damage, the parties shall be deemed to be equally responsible for the injury or damage suffered and damages shall be apportioned accordingly.

*Where parties deemed equally responsible*

8. (1) Where personal injury or damage to property is caused or contributed to partly by a supplier of a product or by reliance upon a false statement made by a supplier concerning a product and partly by the fault or neglect of another person, whether of not a supplier of the product, for which the other person would be liable to the person suffering the injury or damage, both the supplier and the other person are jointly and severally liable to the person suffering the injury or damage, but as between the supplier and the other person, subject to any agreement, express or implied, each shall contribute to the amount of the damages in accordance with the degree of the responsibility of each for the injury or damage.

*Joint tortfeasors*

(2) Where under subsection (1) it is not practicable to determine the respective degree of responsibility of the supplier and of the other person, the supplier and the other person shall be deemed to be equally responsible for the injury or damage suffered and each shall contribute to the amount of damages accordingly.

*Where parties deemed equally responsible*

(3) A person who settles for a reasonable sum a claim for injury or damage under section 4 or 5 is entitled to claim contribution under subsection (1) and, in the event that the amount of the settlement is determined to be excessive, contribution shall be calculated in accordance with the amount for which the claim should have been settled.

*Settlement*

9. Subject to section 8 and to any agreement, express or implied, a person who is liable for or who settles for a reasonable sum a claim under this Act or otherwise for personal injury or damage to property caused by a product or by reliance upon a false statement made by a supplier concerning a product is entitled to be indemnified by any prior supplier of the product who would be liable under this

*Indemnity by prior suppliers*

Act for the injury or damage that gave rise to the liability and, in the event that the amount of the settlement is excessive, the indemnity shall be calculated in accordance with the amount for which the claim should have been settled.

*Limitation for contribution and indemnity*

10. Proceedings for contribution under section 8 or for indemnity under section 9 shall not be brought after

- (a) the expiration of any limitation period that would bar an action against the person from whom contribution or indemnity is claimed; or
- (b) one year after judgment or settlement, whichever is later.

*Restriction on liability void - Exception*

11. Any oral or written agreement, notice, statement or provision of any kind purporting to exclude or restrict liability under section 4 or 5 or to limit any remedy thereunder is void, except in respect of loss suffered by damage to property used in the course of carrying on a business.

*Other rights not affected*

12. The rights and liabilities created by this Act are in addition to rights and liabilities otherwise provided by law.

*Trial by judge*

13. Any action under section 4 or 5 shall be tried by a judge without a jury.

*Extended jurisdiction*

14. An action may be brought under this Act where apart from this section the court would have jurisdiction or where the supplier at the time of the supply of the product carried on business in (the enacting province) and any party to such an action may be served out of (the enacting province) in the manner prescribed by the rules of court.

*Enforcement of judgements*

15. Where a supplier carries on business in another province and judgment is given against him under a statute similar to this Act, that judgment is enforceable in (the enacting province) as though it were a judgment of the (superior court of the enacting province).

*Choice of law*

16. In an action under this Act, the rights and liabilities of the supplier are governed by the internal law of (the enacting province) where the internal law of (the enacting province) would apart from this section apply or where the supplier at the time of the supply of the product carried on business in (the enacting province).

*Carrying on business*

17. For the purposes of sections 14 to 16, a supplier shall be deemed to have carried on business in a province where he

had reason to foresee that the product, or identical products supplied by him, would be available or accessible in that province through commercial channels or where the supplier has acted in any way to further the supply of the product in that province.

18. Where the death of a person is caused by a defective product and the person would have been entitled, if not killed, to maintain an action under section 4 to 5 of this Act, the persons entitled to recover under the (Fatal Accidents Act) may maintain an action against the supplier and the provisions of the (Fatal Accidents Act) apply mutatis mutandis to any such action.

*Rights of dependants*

19. This Act applies to personal injury or damage to property occurring on or after the day on which this Act comes into force.

*Application of Act*

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population. It is a very interesting and well-written study of the social and economic conditions of the country.

2. The second part of the report deals with the political situation and the activities of the various political parties. It is a very interesting and well-written study of the political situation of the country.

3. The third part of the report deals with the economic situation and the activities of the various economic groups. It is a very interesting and well-written study of the economic situation of the country.