

Products Liability Series: Does Arkansas Law Recognize a Strict Liability Products Claim?



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Does Arkansas law recognize a strict liability products claim? Yes. Despite the absence of any contractual relationship, the supplier of a product in Arkansas is subject to liability in damages for harm to a person or property if (1) the supplier is engaged in the business of manufacturing, assembling, selling, leasing, or otherwise distributing the product; (2) the product was supplied by him in a defective condition that rendered it unreasonably dangerous; and (3) the defective condition was a proximate cause of the harm to the person or property. Ark. Code Ann. § 16-116-201; *See* AMI 1008.

By contrast, mere inadequacy of the product is not a basis for strict liability, even if economic loss does result. *Berkeley Pump Co. v. Reed-Joseph Land Co.*, 279 Ark. 384, 391, 653 S.W.2d 128, 131 (1983). A product must be shown to be more than just “defective”—it must also be unreasonably dangerous. *Mason v. Mitcham*, 2011 Ark. App. 189, 382 S.W.3d 717 (2011) (double bunk trailer; finding of liability reversed). *Compare Berkeley Pump Co. v. Reed-Joseph Land Co.*, 279 Ark. 384, 395, 653 S.W.2d 128, 133 (1983) (finding that irrigation pumps that failed to pump an adequate volume of water were not unreasonably dangerous) to *Farm Bureau Ins. Co. v. Case Corp.*, 317 Ark. 467, 471–73, 878 S.W.2d 741, 744 (1994) (concluding that a tractor that caught fire was unreasonably dangerous).

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