

13-1404. Ordinary care.

Ordinary care is that care which a reasonably prudent supplier would use in the conduct of [his] [her] [its] business. What constitutes ordinary care varies with the likelihood of an injury occurring and the seriousness of the harm which could reasonably be expected. As the danger that should be foreseen increases, so the amount of care required also increases.

The question in this case is whether, considering all of the circumstances, the risk of injury was foreseeable to, and would have been avoided by, a reasonably prudent supplier.

USE NOTES

This instruction must be given in every products liability case in which the court submits negligence as a theory of liability and is to immediately follow UJI 13-1402 and 13-1403 NMRA.

[As amended, effective November 1, 1991.]