

1 **13-1404. Ordinary care.**

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

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

8 USE NOTES

9 This instruction must be given in every products liability case in which the court submits  
10 negligence as a theory of liability and is to immediately follow UJI 13-1402 and 13-1403 NMRA.  
11 [As amended, effective November 1, 1991; as amended by Supreme Court Order No. S-1-RCR-  
12 2025-00126, effective for all cases pending or filed on or after December 31, 2025.]

13 **Committee commentary.** — In a negligence action, liability is approached from the standpoint  
14 of the standard of care which would be used by the reasonably prudent person in the shoes of the  
15 defendant supplier. *Steinberg v. Coda Roberson Constr. Co.*, 1968-NMSC-055, ¶¶ 3-7, 79 N.M.  
16 123[~~124~~], 440 P.2d 798[~~799 (1968)~~].

17 [As amended by Supreme Court Order No. S-1-RCR-2025-00126.]