

1 **13-1422. Changed or altered product.**

2 In order for a supplier [a particular supplier who was in the chain of marketing the product]  
3 to be liable, the injury must have been caused by a condition of the product which was not  
4 substantially changed from the condition in which the [particular] supplier placed the product on  
5 the market or in which the supplier could have reasonably expected it to be used.

6 For substantial change in the product to relieve a supplier of liability, the change itself must  
7 be a cause of the harm done.

8 USE NOTES

9 This instruction must be given only where an issue has been raised concerning subsequent  
10 change or alteration of the product and sufficient evidence has been introduced to permit a finding  
11 that the change or alteration was a cause of the plaintiff's injury. The bracketed language should  
12 be selected where more than one supplier is involved.

13 Where substantial change or alteration of the product is a submissible issue, UJI 13-1401  
14 NMRA should be expanded to reflect that the plaintiff has the burden of proving that the defect  
15 relied upon was present when the product was originally sold or leased. For example, by changing  
16 the first sentence of Paragraph C of UJI 13-1401 NMRA to read:

17 Plaintiff claims that defendant is subject to products liability for an unreasonable  
18 risk of harm arising when the product was [sold] [leased]. Plaintiff claims that the  
19 risk was caused by the product's condition at that time or a reasonably anticipatable  
20 manner of use and that this risk was a cause of plaintiff's injury and resulting  
21 damages.

22 [As amended, effective March 1, 2005.]

1 **Committee commentary.** — Under either negligence or strict liability theory, the plaintiff must  
2 prove that the product has reached [~~him~~]the plaintiff without substantial change in the condition  
3 in which it was supplied. *Springer Corp. v. Dallas & Mavis Forwarding Co.*, 1976-NMCA-130,  
4 ¶¶ 1-5, 90 N.M. 58, 559 P.2d 846[~~,847 (Ct. App. 1976)~~], cert. denied, 90 N.M. 254, 561 P.2d 1347  
5 (1977); *State Farm Fire & Cas. Co. v. Miller Metal Co.*, 1971-NMCA-177, ¶¶ 1-8, 83 N.M. 516,  
6 [~~518,~~]494 P.2d 178[~~,180 (Ct. App. 1971)~~]; *Tafoya v. Las Cruces Coca-Cola Bottling Co.*, 1955-  
7 NMSC-001, ¶¶ 9-15, 59 N.M. 43[~~,47-8~~], 278 P.2d 575[~~,578 (1955)~~]; Restatement (Second) of  
8 Torts § 402A(1)(b) (1965). This element is ordinarily presented to the jury in the posture of an  
9 alleged alteration or change in the condition of the product and this is the format of the instruction.  
10 [As amended by Supreme Court Order No. S-1-RCR-2025-00126.]