AN ACT concerning the Kansas product liability act; relating to a product
liability claim arising from an alleged defect in a used product;
amending K.S.A. 60-3306 and repealing the existing section.

Be it enacted by the Legislature of the State of Kansas:

Sec. 1. K.S.A. 60-3306 is hereby amended to read as follows: 60-
3306. A product seller shall not be subject to liability in a product liability
claim arising from an alleged defect in a product, if the product seller
establishes either that: (a) (1) Such seller had no knowledge of the defect;
(b) (2) such seller in the performance of any duties the seller
performed, or was required to perform, could not have discovered the
defect while exercising reasonable care;
(c) the (3) such seller was not a manufacturer of the defective
product or product component;
(d) the (4) the manufacturer of the defective product or product
component is subject to service of process either under the laws of the
state of Kansas or the domicile of the person making the product liability
claim; and
(e) any judgment against the manufacturer obtained by the person
making the product liability claim would be reasonably certain of being
satisfied;

Such seller is a retail seller of used products;
(2) such seller resold the product after the product was used by a
consumer or other product user; and
(3) the product was sold in substantially the same condition as it was
when it was acquired for resale.

Sec. 2. K.S.A. 60-3306 is hereby repealed.

Sec. 3. This act shall take effect and be in force from and after its
publication in the statute book.

(b)(1) Except as provided in subsection (b)(2), a retail seller of used
products shall not be subject to liability in a product liability claim arising
from an alleged defect in a product if the product seller establishes that such
seller resold the product after the product was used by a consumer or other
product user and the product was sold in substantially the same condition as
it was when it was acquired for resale.

(b)(2) The provisions of subsection (b)(1) shall not apply to a claim arising
out of intentional misrepresentation, an alleged breach of express warranty,
as defined by K.S.A. 84-2-313, and amendments thereto, or concealment or
nondisclosure of a condition known to such seller.