
Do Appliance Installers Have to Follow Instructions?

Matthew F. Noone • 215.665.2192 • mnoone@cozen.com

When homeowners purchase household appliances, they oftentimes hire the retailer to install the appliance in their homes. The appliance manufacturer's installation manual typically will specify the use of an accessory, such as a heavy duty power cord, a metal dryer vent, or a copper water line. Unfortunately, appliance installers may not take the time to read the product installation manual and, as a result, they may be unaware of the specific instructions relating to a particular type of accessory to be used. What theories of liability can you pursue against the installer when a property loss occurs due to the installer's failure to use the specified accessory?

Obviously, a negligence claim would seem like the most logical of liability. However, the installer usually takes the position that the particular accessory it used was generally accepted in the appliance installation industry and, therefore, it used reasonable care in installing the product. The installer also argues that it is the manufacturer's responsibility to place warnings about any special installation instructions directly on the product itself, and that the absence of any such warnings is an indication to the appliance installer that there are no special installation instructions for the appliance in question.

Thus, you also should consider bringing a claim against the installer on a breach of contract and/or breach of warranty

basis. Typically, the homeowner pays the retailer an additional fee to install the appliance. This charge will appear on the invoice. Cozen O'Connor has successfully argued in numerous cases that paying the retailer to install the product creates a contract that carries with it an implied promise and/or warranty that the appliance will be installed in accordance with the manufacturer's specific instructions.

There are several potential advantages to proceeding in contract as opposed to tort. First, a contract may create a duty to install the product in accordance with the manufacturer's specific instructions, even though such a duty may not exist under tort law. Second, the statute of limitations for contract claims is frequently longer than the statute of limitations for tort claims. Thus, it could potentially allow a claim to be pursuant where the statute of limitations for tort claims has expired. Finally, it also may enable a claimant to avoid any potential issues that may rise from the insured's comparative negligence, as comparative negligence is typically not a valid defense to a breach of contract/warranty claim.

To discuss any questions you may have regarding the opinion discussed in this Alert, or how it may apply to your particular circumstances, please contact Matthew F. Noone at mnoone@cozen.com or 215.665.2192.