

\_\_\_\_\_ moved to amend as follows:

1 In line 243 of the title, after "2152.261," insert  
2 "2307.781,"

3 In line 940, after "2152.261," insert "2307.781,"

4 After line 36408, insert:

5 "Sec. 2307.781. (A) As used in this section:

6 (1) "Liquefied petroleum gas" means a material with a vapor  
7 pressure not exceeding that of commercial propane composed  
8 predominately of the following hydrocarbons or mixtures:

9 (a) Propane;

10 (b) Propylene;

11 (c) Butane;

12 (d) Butylene.

13 (2) "Liquefied petroleum gas equipment" means a liquefied  
14 petroleum gas appliance, or any equipment, tank, pipe,  
15 regulator, control, valve, fitting, or other equipment or device  
16 intended to be used in connection with or to supply liquefied  
17 petroleum gas to one or more liquefied petroleum gas appliances.

18       (3) "Liquefied petroleum gas supplier" means either of the  
19 following:

20       (a) A person that, in the course of a business conducted  
21 for that purpose, sells, distributes leases, prepares, blends,  
22 packages, labels, or otherwise participates in the placing of  
23 liquefied petroleum gas in the stream of commerce at retail;

24       (b) A person that, in the course of a business conducted  
25 for that purpose, installs, repairs, or maintains any aspect of  
26 liquefied petroleum gas equipment that allegedly causes harm.

27       (4) "Use of liquefied petroleum gas" means the  
28 distribution, delivery, sale, or use of liquefied petroleum gas,  
29 as well as the distribution, sale, installation, modification,  
30 inspection, or repair of liquefied petroleum gas equipment.

31       (B) A liquefied petroleum gas supplier is not subject to  
32 liability for compensatory damages or punitive or exemplary  
33 damages based on a product liability claim that results from the  
34 installation, modification, repair, or servicing of liquefied  
35 petroleum gas equipment by a person other than the liquefied  
36 petroleum gas supplier, unless the liquefied petroleum gas  
37 supplier had received written notification or other actual  
38 knowledge of such installation, modification, repair, or  
39 servicing at least thirty days before the installation,  
40 modification, repair, or servicing occurred.

41       (C) A liquefied petroleum gas supplier is not subject to  
42 liability for compensatory damages or punitive or exemplary  
43 damages based on a product liability claim that results from the  
44 use or operation of liquefied petroleum gas equipment in a  
45 manner or for a purpose other than that for which it was  
46 intended.

47       (D) A liquefied petroleum gas supplier is not subject to  
48 liability for compensatory damages or punitive or exemplary  
49 damages based on a product liability claim that results from the  
50 installation, modification, repair, or servicing of liquefied  
51 petroleum gas equipment by a person, other than the liquefied  
52 petroleum gas supplier, who is not certified or licensed to  
53 install, modify, repair, or service that equipment.

54       (E) A liquefied petroleum gas supplier is not subject to  
55 liability for compensatory damages or punitive or exemplary  
56 damages based on a product liability claim that results from the  
57 installation, modification, repair, or servicing of liquefied  
58 petroleum gas equipment by a person, other than the liquefied  
59 petroleum gas supplier, that did not conform to the warning or  
60 instruction of the manufacturer of the liquefied petroleum gas  
61 equipment.

62       (F) A liquefied petroleum gas supplier is not subject to  
63 liability for compensatory damages or punitive or exemplary  
64 damages based on a product liability claim that results from the

65 use of liquefied petroleum gas if the actions of the liquefied  
66 petroleum gas supplier in connection with that use complied with  
67 requirements set forth in the Chapters 4101. and 3737. of the  
68 Revised Code and Chapters 901:4-3 and 901:6-2, and rules 1301:7-  
69 7-01, 1301:7-7-02, 1301:7-7-09, 1301:7-7-23, 1301:7-7-31,  
70 1301:7-7-33, 1301:7-7-39, 1301:7-7-57, 1301:7-7-58, 1301:7-7-61,  
71 1301-7-7-80, 4101:1-4-01, 4101:1-35-01, 4101:2-2-01, 4101-1:2-  
72 15-01, 4101:8-2-01, 4101:8-24-01, 4101:8-44-01, 4123:1-3-16,  
73 4123:1-5-13, and 4501:52-03 of the Administrative Code.

74 (G) Divisions (B), (C), (D), (E), and (F) of this section  
75 do not apply if the product liability claim was caused in whole  
76 or in part by intentional misconduct by the liquefied petroleum  
77 gas supplier.

78 (H) A user of liquefied petroleum gas is presumed to be  
79 aware of the inherent dangerous characteristics of liquefied  
80 petroleum gas. A liquefied petroleum gas supplier is not  
81 required to provide a warning regarding liquefied petroleum gas  
82 except as specified in the Revised Code or Administrative Code.

83 (I) As a matter of public policy, the general assembly  
84 finds that liquefied petroleum gas, without modification, is not  
85 a defective product."

86 The motion was \_\_\_\_\_ agreed to.

87

SYNOPSIS88       **Liquefied gas**89       **R.C. 2307.781**

90       Defines the following terms:

91       ▪ "Liquid petroleum gas" as a material with a vapor  
92       pressure not exceeding that of commercial propane  
93       composed predominately of the following hydrocarbons  
94       or mixtures: propane, propylene, butane, butylene.

95       ▪ "Liquefied petroleum gas equipment" as a liquefied  
96       petroleum gas appliance, or any equipment, tank, pipe,  
97       regulator, control, valve, fitting, or other equipment  
98       or device intended to be used in connection with or to  
99       supply liquefied petroleum gas to one or more  
100       liquefied petroleum gas appliances.

101       ▪ "Liquefied petroleum gas supplier" as either a person  
102       that, in the course of a business conducted for the  
103       purpose, sells, distributes leases, prepares, blends,  
104       packages, labels, or otherwise participates in the  
105       placing of liquefied petroleum gas in the stream of  
106       commerce at retail; or a person that, in the course of  
107       a business conducted for the purpose, installs,  
108       repairs, or maintains any aspect of liquefied  
109       petroleum gas equipment.

110       ▪ "Use of liquefied petroleum gas" as the distribution,  
111       delivery, sale, or use of liquefied petroleum gas, as  
112       well as the distribution, sale, installation,  
113       modification, inspection, or repair of liquefied  
114       petroleum gas equipment.

115       Exempts a liquefied petroleum gas supplier from liability  
116       for damages based on a product liability claim arising from:

117       ▪ The installation, modification, repair, or servicing  
118       of liquefied petroleum gas equipment by a person other  
119       than the liquefied petroleum gas supplier, unless the  
120       liquefied petroleum gas supplier had received written  
121       notification or other actual knowledge of the  
122       installation, modification, repair, or servicing at  
123       least 30 days before the installation, modification,  
124       repair, or servicing occurred.

125           ▪ The use or operation of liquefied petroleum gas  
126           equipment in a manner or for a purpose other than that  
127           for which it was intended.

128           ▪ The installation, modification, repair, or servicing  
129           of liquefied petroleum gas equipment by a person,  
130           other than the liquefied petroleum gas supplier, who  
131           is not certified or licensed to install, modify,  
132           repair, or service that equipment.

133           ▪ The installation, modification, repair, or servicing  
134           of liquefied petroleum gas equipment by a person,  
135           other than the liquefied petroleum gas supplier, that  
136           did not conform to the warning or instruction of the  
137           manufacturer of the liquefied petroleum gas equipment.

138           ▪ Use that complied with listed legal requirements.

139           Nullifies the above exemptions in situations where the  
140           product liability claim was caused in whole or in part by  
141           intentional misconduct by the liquefied petroleum gas supplier.

142           Presumes a user of liquefied petroleum gas to be aware of  
143           the inherent dangerous characteristics of liquefied petroleum  
144           gas.

145           Finds, as a matter of public policy, that liquefied  
146           petroleum gas, without modification, is not a defective product.