



UK Trade  
& Investment



US Product Liability Law

UKTI Trade Services

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## Introduction

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With more than 500 lawyers worldwide, Faegre & Benson handles the complex and challenging transactions and litigation facing businesses today. Faegre lawyers collaborate with one another and with our clients to address the full range of business issues and to deliver timely, cost-effective business and legal solutions.

The firm serves businesses throughout the United States, Europe and Asia. Established in Minneapolis, Minnesota in 1886, Faegre & Benson has evolved into one of the 100 largest law firms headquartered in the United States.

The firm is recognised by independent third-parties for expertise and excellence in client service, technology, culture and corporate citizenship, and ranks among the leading US law firms in serving the needs of multinational clients.

Product liability is an issue that often causes great concern to British exporters to the United States. Since it can expose manufacturers, sellers, product designers or even licensors of technology to legal action, it is an area that exporters need to understand and protect themselves against. Fortunately, there are measures that can effectively reduce exposure to product liability.

These steps involve an investment of time and money, but can prevent a far greater loss in US litigation. It should be borne in mind that these costs fall equally upon US manufacturers and retailers, and therefore should be considered an in-built cost of doing business overseas. The fact that there are over 7,000 UK companies successfully exporting to the US is evidence that these problems can be overcome and that the rewards in the world's largest single marketplace are well worth the effort.

This publication attempts to explain the basis for product liability and how the law works, outline effective legal defences, and discuss steps that can be taken to reduce US product liability risk.

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## What is product liability?

'Product liability' is frequently defined as the liability of a manufacturer, seller, or other entity in the chain of a product's distribution, for personal injury, property damage or economic loss caused by the sale or use of a product. To appreciate the broad reach of product liability law, one must understand its expansive use of the terms 'product' and 'chain of distribution'.

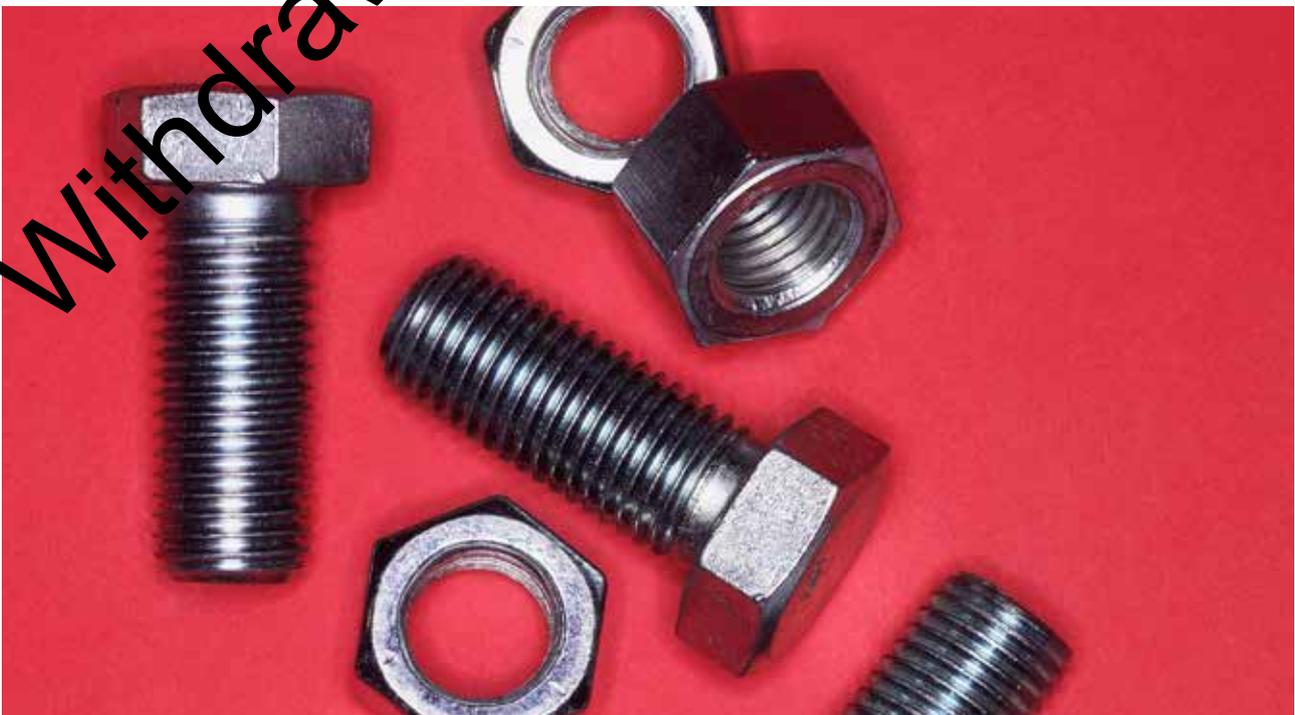
For purposes of product liability, the term 'product' is not confined to the finished product alone. Instead, ancillary items that affect consumer expectations or product safety may be considered part of the 'product' under US law. For example, a manufacturer may have a duty to instruct a purchaser or user of a product on how to use it safely. Generally, these instructions are contained in an owner's manual, operating instructions, or the like. If the manual contains poorly drafted instructions, and if injury occurs as a result, the manufacturer may be subject to liability. The owner's manual is thus an extension of the product, and American product liability law treats it as such. Similarly, sales brochures, warranties, spare parts, advertising, service manuals, and labels may all fall within the definition of the term product.

The term 'chain of distribution' is also viewed broadly in this context.

Product liability is not confined to manufacturers of final products, but rather affects all entities within the chain of manufacture and distribution. A product liability lawsuit can be brought against not only manufacturers of products and their component parts, but various entities involved with the marketing, distribution and application of the product (eg, distributors, dealers, representatives, retailers and, sometimes, purchasers or employers).

Product liability in the US is governed predominantly by state law. Accordingly, each state individually adopts its own product liability laws, and the laws that apply in one state may not necessarily apply in another.

Although differences do exist, the vast majority of states have adopted laws that are similar and that share common principles. These common principles are discussed below.



## Theories of recovery

Product liability lawsuits typically combine a confusing and often redundant array of legal theories, which can include:

- negligence in the design, manufacture or marketing of a product;
- strict liability in the design, manufacture or marketing of a product;
- breach of an express or implied warranty about the product;
- negligent or fraudulent misrepresentations about the product; and
- violation of a state consumer protection statute.

Regardless of where a lawsuit is filed, determinations of liability at trial are generally made by a jury, not a judge. American judges decide questions of law, but disputes over factual matters must be resolved by a jury.



## Negligence

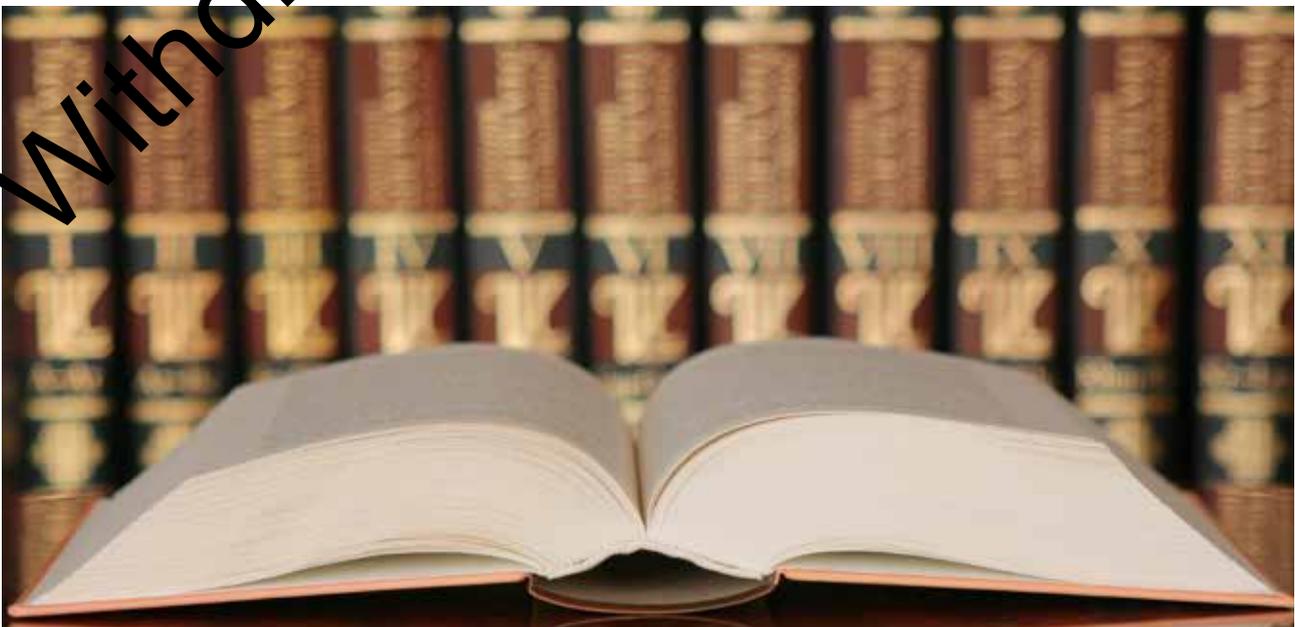
Negligence is the oldest theory of product liability. In order to recover under a negligence theory, a plaintiff must prove four elements: duty; breach of duty; proximate cause; and injury.

A defendant can be found negligent only if he/she had a legal duty to exercise reasonable care in his/her actions. One has a duty to exercise reasonable care if the failure to do so may result in an unreasonable risk of harm, provided that the injury to the plaintiff was reasonably foreseeable by the defendant. 'Reasonable care' is the degree of care that a reasonable person would exercise under similar circumstances. Although this standard never varies, the level of care that will be found reasonable under the circumstances will vary proportionately with the danger involved. For example, a manufacturer of toys designed for use by young children will have a greater duty of care in guarding against the risk that a child might swallow small parts than would a manufacturer of construction kits for teenagers.

Once the plaintiff has established that the defendant owed him or her a duty of care, the plaintiff must prove breach of duty. This means that the plaintiff must prove that the defendant failed to exercise reasonable care with regard to the plaintiff. While in many cases the duty of care is identified only through the breach, this is a separate element that the jury must find before the plaintiff can proceed with a damage claim in negligence.

The plaintiff also must prove that the defendant's breach of duty proximately caused the plaintiff's injuries. This concept of proximate cause is a legal restriction placed upon a plaintiff's recovery in order to prevent the imposition of liability for conduct that is remote from the event that brought about the plaintiff's injuries. The plaintiff typically proves proximate cause by showing that the breach was a 'substantial factor' in bringing about the injury.

Finally, the plaintiff must prove that he or she sustained an injury, which the law recognises. While this is not a problem for most personal injury plaintiffs, it has become increasingly problematic in cases involving 'latent injuries', such as exposure to suspected carcinogens and other agents where injuries triggered by the exposure may not manifest themselves until many years later. In such cases, plaintiffs sometimes attempt to recover for an 'increased risk' of developing cancer or for 'fear of developing cancer' as a result of the exposure. A number of courts have rejected this type of claim, finding that the plaintiff has not sustained a legally-recognised 'injury'. Some courts have allowed claims to recover the costs of 'medical monitoring,' including repeated physician visits and diagnostic imaging to stay vigilant for the emergence of a latent injury.



Product liability claims based upon a theory of negligence can be divided into a number of categories:

**Negligent design:**

Manufacturers have a duty to design products that are reasonably safe for all intended and reasonably foreseeable uses. This is another way of saying that courts make manufacturers pay for injuries that juries think should have been prevented. In deciding whether the manufacturer was negligent in designing the product, the jury balances the likelihood and potential severity of the injuries presented by the design against the increased burden of using a safer design. The parties typically rely on expert witnesses whose testimony is used to establish that the design selected was or was not reasonably safe.

**Negligent manufacture:**

Product manufacturers also have a duty to exercise reasonable care in manufacturing their products. This type of claim can arise when the product was designed properly, but the particular product that injured the plaintiff did not conform to product specifications. Examples of negligent manufacturing claims include:

- poor assembly of products;
- use of component parts that did not conform to design specifications;
- failure to inspect component parts supplied by third parties for defects; and
- failure to inspect finished products and correct any products not conforming to product specifications.

**Negligent warning and instruction:**

As noted earlier, under US law the term 'product' sweeps broadly, and includes all information provided to the user of the product in whatever form. Thus, a product seller is subject to a duty of care in providing proper warnings and instructions in manuals, warning labels, advertising materials and post-sale information such as recall or retrofit notices. This duty may also include providing updated warnings and instructions in light of newly discovered hazards. For example, the manufacturer may receive a report that a consumer misused the product in a way not previously contemplated by the manufacturer. This report may give rise to a duty to revise the product literature to warn against that misuse.



## Strict liability

The concept of strict liability arose in the early 1960s, with the idea that sellers' knowledge of their products' risks is superior to that of consumers, and that those who introduce products into the 'stream of commerce' are better positioned than individual purchasers to pay the costs of product-related injuries. Courts in most states today allow recovery for injury from a defective product under the theory of strict liability, without any showing of fault or negligence on the part of the seller.

In 1977 the American Law Institute (ALI) summarized the various state law developments in strict liability in Section 402A of the Restatement (Second) of Torts. Most state courts today have adopted Section 402A, which provides in part:

One who sells any product in a defective condition unreasonably dangerous to the user or consumer is subject to liability for physical harm thereby caused to the ultimate user or consumer, or to his property, if:

- the seller is engaged in the business of selling such a product; and the product is expected to and does reach the user or consumer without substantial change in the condition in which it is sold.

This rule applies even though:

- the seller has exercised all possible care in the preparation and sale of his product; and
- the user or consumer has not bought the product from or entered into any contractual relation with the seller.

In 1997 the ALI approved the Restatement (Third) of Torts: products liability, which expands the general language of Section 402A into over 20 different sections addressing specific applications of the strict liability ground for recovery. The Restatement Third will undoubtedly form much of the basis for the continued evolution of American strict liability law.

Of course, Section 402A begs the question: what is a 'defective' and 'unreasonably dangerous' product? Juries addressing this question are typically asked to consider:

- the usefulness and desirability of the product;
- the availability of other and safer products to meet the same need;
- the likelihood of injury and its probable seriousness;
- the obviousness of the danger;
- whether the injury can be avoided by exercising care in the use of the product (including the effect of warnings and instructions); and
- the ability to eliminate the danger without undermining the usefulness of the product or making it unduly expensive.

Courts recognise that some products, such as pharmaceuticals, cannot be made completely safe but nevertheless are very valuable to society. In such cases, the seller may be relieved of strict liability if the seller prepared and marketed the product properly and adequately warned about the risks associated with the product.

As with negligence, a plaintiff may assert a strict liability claim in three general areas: design, manufacturing, and warnings and instructions.

Most courts adhere to one of two tests for evaluating design defects – the 'consumer expectation' test or the 'risk-utility' test. Under the former, a product is considered defectively dangerous if its hazards exceed those that would be contemplated by an ordinary purchaser with inexpert knowledge of the product's characteristics. Under the risk-utility test, a product is defective if, but only if, the magnitude of the danger outweighs the utility of the product. The 'customer expectation' test is less commonly followed, and increasingly the legal determination of a 'defect' focuses on the feasibility of an alternative, safer design.

## Breach of warranty

Breach of warranty is the third major theory of recovery in product liability law. Breach of warranty is a form of strict liability in the sense that a showing of fault is not required; the plaintiff need only establish the warranty was broken, regardless of how that came about. Plaintiffs tend not to rely heavily on warranty claims, however, because they require proof of a warranty contract, and because recoverable damages may be less than those available under negligence or strict liability theories. Because they are quasicontractual, warranty claims are governed by the Uniform Commercial Code, a model act that has been adopted in some form or another by all states but one (Louisiana).

As set forth in the Uniform Commercial Code, a seller of a product may create an 'express warranty' concerning a product which courts will enforce in the event that a breach of the warranty causes injury. More often than not, this express warranty is recognised in hindsight by the court, though it is deemed to have been 'created' by the seller. For example:

- any factual statement or promise about the product made by the seller may constitute a warranty that the product conforms to the statement or promise;
- any description of the product made by the seller may constitute a warranty that the product conforms to the description; and
- any sample or model of the goods provided by the seller may constitute a warranty that all the goods conform to the sample or model. This theory's roots in contract law provide a key defence for defendants: an express warranty is created only if the statement, promise or sample was part of the 'basis for the bargain'. In other words, the buyer must have relied on the representation or sample in deciding to make the purchase.

However, because warranty theory has evolved significantly beyond its origins in contract law, such traditional contract defences go only so far. Plaintiffs today also may recover for breach of 'implied warranties'. These warranties include an implied warranty of merchantability, under which the product must be 'fit for the ordinary purpose' of the product, and an implied warranty of fitness for the particular purpose to which the purchaser plans to put the product (provided that the seller had reason to know about that particular intended use at the time of sale).

To recover for breach of either express or implied warranty, the plaintiff must prove a combination of elements similar to those required for imposing tort liability, including the existence of the warranty, breach of the warranty, injury, and proximate cause between the breach and the injury.



## Fraud

Plaintiffs in product liability suits often seek to recover under fraud or misrepresentation theories. These claims focus on product warnings, instructions, and especially advertisements. American courts require plaintiffs to specify the fraudulent statements or omissions that they relied on to their detriment. The elements of fraud require:

- a false representation concerning a past or present material fact;
- the defendant knew the representation was false (or asserted the fact without knowing its truth or falsity);
- the defendant intended the plaintiff to rely on the false representation;
- the plaintiff acted in reliance on the false representation;
- the plaintiff's reliance was reasonable;
- the plaintiff suffered damage; and
- the false representation was the proximate cause of the damage.

A misrepresentation may be written or oral. The omission of information may also be fraudulent if the defendant had a legal duty to disclose the true facts to the plaintiff. A plaintiff may recover based on either intentional or negligent misrepresentations; in practice, plaintiffs typically assert both.

### State consumer protection statutes

Many states have enacted consumer protection statutes, which provide additional legal grounds for product liability litigation. For example, several states have enacted 'consumer fraud' statutes with looser standards for proof than a common-law fraud theory. Under such statutes, the plaintiff does not necessarily have to purchase the product in order to bring a claim that promotional statements were false or misleading. These statutes typically permit the plaintiff to recover his or her attorney's fees from the defendant if the plaintiff prevails on the claim.



## Legal defences

### Negligence defences

A seller ordinarily defends against a negligence claim by introducing evidence that negates the plaintiff's proof of one or more of the four negligence elements. Thus, the seller attempts to demonstrate any of the following facts:

- It does not owe the plaintiff a duty of reasonable care. For example, the defendant might demonstrate that the plaintiff's injury was not reasonably foreseeable.
- It did not breach its duty. The seller might attempt to show that the actions it took with respect to the design, manufacture or marketing of the product were reasonable under the circumstances.
- The plaintiff did not sustain a legally-recognised injury: the seller might show that the plaintiff was not actually injured (ie a false claim); or that the plaintiff did not sustain the type or injury for which the law provides a recovery (eg the plaintiff has not developed cancer but fears that he or she will in the future).
- The plaintiff's injury was not 'caused' by the seller's negligence: the seller might show that something other than the product caused the plaintiff's injury – a misuse of the product which was not foreseeable by the seller, a pre-existing medical condition, the fault of another, or some other cause altogether.

In addition to these basic defences, a manufacturer may introduce evidence that it complied with industry standards and government regulations to rebut a negligence claim. A defendant normally may introduce evidence that it complied with applicable standards and regulations to show that it exercised reasonable care in the design, manufacture or marketing of its product. Compliance with industry standards and regulations generally is not an absolute defense, but may persuade the jury that the defendant exercised due care under the circumstances.

Finally, a manufacturer may minimise its liability by proving that the plaintiff was partially at fault for the injury. The rules on the apportionment of liability vary from state to state; general principles are discussed in the Restatement (Third) of Torts: Apportionment of Liability. In some states, a plaintiff cannot recover if the jury finds that the plaintiff is more at fault than the defendant. Even if the plaintiff is less at fault than the defendant, the plaintiff's recovery usually is limited by the extent of his or her own negligence. Thus, if the plaintiff is 20 per cent at fault and the defendant is 80 per cent at fault, the plaintiff's recovery will be reduced by the amount of his or her own negligence, or 20 per cent.

A plaintiff's fault may arise from a number of factors, including:

- the plaintiff's failure to exercise reasonable care in the use of the product (such as his or her failure to follow directions in the instruction manual);
- the plaintiff's misuse of the product; or
- the plaintiff's failure to read or follow warnings or instructions.

### Strict liability defences

As with negligence claims, a defendant may defeat a strict liability claim by rebutting the evidence that the plaintiff presents in support of the claim. Moreover, a defendant may present any of the following arguments:

- the product was altered or modified in a manner that was not foreseeable to the manufacturer or seller.
- the plaintiffs' injuries resulted from the fault of another, including the plaintiff.
- the design and manufacture of the product complied with the state of the art at the time it was made.
- the manufacturer complied with industry custom, industry standards, and government regulations in designing, manufacturing and selling the product.

## Damages

Regardless of the underlying legal theory, a plaintiff must convince the jury of the extent of his injuries and their monetary value. These 'compensatory' damages are intended to restore the plaintiff to his position before the injury, and include medical expenses, lost earnings, lost earning capacity, pain and suffering, disability and disfigurement, embarrassment and emotional distress, and 'loss of consortium' (the legal right to the companionship, affection and services of one's spouse).

Under the usual American rule, each party is responsible for its own attorney's fees. Some state consumer protection statutes, however, allow the plaintiff to recover his or her attorney's fees from the defendant if the plaintiff prevails on the claim. Plaintiff's attorneys typically take product liability cases on a contingent fee basis, under which they deduct expenses from any recovery and keep some percentage of the remainder (generally 33-45 per cent) as their fee.

Beyond compensatory damages, plaintiffs often seek damage awards intended to punish allegedly reprehensible conduct. These damages are to serve as a deterrent against such conduct by others. Juries may only award punitive damages in a product liability case if the defendant's conduct was malicious or showed 'wilful and wanton disregard' for the plaintiff's safety.

The relationship between punitive and compensatory damages has been the subject of much debate in the US courts. The US Supreme Court has said that a ratio of punitive to compensatory damages that exceeds 9 to 1 could violate the defendant's due process rights under the US Constitution. Following this Supreme Court decision, most punitive damages have been restricted to a 'single-digit multiplier' in relation to compensatory awards. This has helped to control some of the excesses of the past.

Courts guide juries' consideration of the appropriateness of punitive damages according to criteria such as:

- the seriousness of the hazard posed by the defendant's misconduct;
- the profitability of the defendant's misconduct;
- the duration on the hazard and its excessiveness;
- the attitude and conduct of the defendant upon discovery of the misconduct;
- the number and level of employees involved in causing or concealing the misconduct;
- the role of corporate officials in either authorizing or ratifying the misconduct;
- the financial condition of the defendant;
- the total effect of other sanctions likely to be imposed on the defendant as a result of the misconduct, including compensatory and punitive damages awarded to the plaintiff and other claimants; and
- the severity of any criminal penalties to which the defendant may be subject.



## Minimising product liability exposure

While there is no way to absolutely insulate a product manufacturer from the risk of product liability suits, several steps can be taken to minimise the company's risk of suit and financial exposure.

### Quality control procedures:

Emphasising the importance of quality control in the manufacturing process will insure against the manufacturing flaws that could give rise to lawsuits and, if well documented, will build a solid record that the manufacturer exercises reasonable care in the manufacturing process.

### Design sensitivity to field complaints:

Plaintiffs have recovered compensatory and punitive damages against manufacturers where it has been shown that the manufacturer was on notice of field problems long before it either modified its product, improved its warnings and instructions or recalled the product. To avoid such claims, a manufacturer must be able to show that it is attuned and responsive to field complaints. To make such a showing, of course, requires good documentation that can serve the manufacturer well both internally and in any lawsuits that may arise.

### Regular audits of product literature:

Product manufacturers have obligations to ensure that their product literature adequately instructs users about safety and effectively warns against specific risks of harm, even in the event of misuse. These instructions and warnings must be written so that they can be readily understood by a broad range of the US population; depending on the markets in which the product is offered, this may include Spanish language warnings and instructions. Product literature can also be a means by which warranty disclaimers and limitations of liability can be made part of the contract with the purchaser. It should be noted, however, that such warranty limitations are often avoided through strict liability and negligence claims.

### Document retention policies and training:

Product liability plaintiffs typically demand production of every document in the manufacturer's possession relating to the design, manufacture, marketing, and field experience of the product in question and all other similar products. Instituting and adhering to a document retention policy, and training employees about that policy and its importance, could greatly assist the manufacturer both for its own housekeeping and for successfully defending against future product liability suits.

### Effective risk management:

Every manufacturer should have a risk manager and/or safety committee charged with reviewing internal safety compliance issues.

Risk management includes, for example, making certain that field complaints are conscientiously reviewed and investigated and that the findings are promptly communicated to the design and/or manufacturing engineers so that informed decisions can be made regarding modifications to product literature or to the product itself.

### Procuring liability insurance:

Every insurance policy consists of coverage provisions, definitions, exclusions, terms and endorsements that the company must read together to discern the parameters of coverage provided. Depending on the company's needs and its willingness to pay additional premiums, it can purchase optional coverages such as coverage for many of the costs of a product recall. Every manufacturer should obtain professional assistance in procuring liability insurance, to review its insurance needs and to make certain that the desired coverage is procured and not unduly limited by the policy's definitions, conditions or exclusions.

## Conclusion

Product liability is an inherent risk of doing business in the United States. The unwary can face hardships, and in more cases, potentially ruinous liability. Fortunately, measures exist to prepare for such events and limit exposure to product liability lawsuits when they occur. Understanding product liability law and implementing precautionary measures are the first steps towards product liability prevention.



## Other sources of information

### UK Trade & Investment

UK Trade & Investment is the Government Department that helps UK-based companies succeed in the global economy. We also help overseas companies bring their high-quality investment to the UK's dynamic economy, acknowledged as Europe's best place from which to succeed in global business. UK Trade & Investment offers expertise and contacts through its extensive network of specialists in the UK, and in British embassies and other diplomatic offices around the world. We provide companies with the tools they require to be competitive on the world stage.

For information on the services available to you, or to locate your nearest International Trade Team, please visit our website: [www.ukti.gov.uk](http://www.ukti.gov.uk)

UK Trade & Investment has teams located in the British Embassy in Washington DC and eight British Consulates around the United States. For more information on our offices, please visit [www.ukinusa.fco.gov.uk](http://www.ukinusa.fco.gov.uk)

### U.S. States

If you are looking for advice on establishing a presence in the United States, Select USA is a programme under the US Department of Commerce that explains the benefits and puts you in touch with relevant US Economic Development Agency contacts: [selectusa.commerce.gov](http://selectusa.commerce.gov)

In addition, many US States maintain offices in the UK or elsewhere in Europe. The US state governments are a good source of advice and information about business conditions in their states. Please visit the Council of the American States in Europe website for more information: [www.casa-europe.com](http://www.casa-europe.com)

### U.S. Lawyers

A list of American attorneys based in the UK is available on the US Embassy website: [www.usembassy.org.uk](http://www.usembassy.org.uk)

The American Bar Association website provides extensive lists of law firms across the United States. You can search by geography, area of practice or just browse the list of law firms to search for ABA-certified lawyers by state and by specialty: [apps.americanbar.org/legalservices/lris/directory](http://apps.americanbar.org/legalservices/lris/directory)

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## Select U.S. Government Resources

### All US federal agencies

[www.usa.gov/directory/federal/index.shtml](http://www.usa.gov/directory/federal/index.shtml)

### Alcohol and Tobacco Tax and Trade Bureau (TTB)

[www.ttb.gov/index.shtml](http://www.ttb.gov/index.shtml)

Regulates Alcohol & Tobacco

### American Embassy, London

[london.usembassy.gov](http://london.usembassy.gov)

Represents US diplomatic interests abroad

### Consumer Product Safety Commission (CPSC)

[www.cpsc.gov](http://www.cpsc.gov)

Regulates Consumer Products

### Customs & Border Protection (CBP)

[www.cbp.gov](http://www.cbp.gov)

Regulates and facilitates international trade, collecting import duties, and enforcing US regulations, including trade, customs and immigration

### Federal Trade Commission (FTC)

[www.ftc.gov](http://www.ftc.gov)

Presides over Dissatisfaction with Business Practices

### FedWorld

[www.fedworld.gov](http://www.fedworld.gov)

Online locator service for a comprehensive inventory of information disseminated by the US Federal Government

### Food & Drug Administration (FDA)

[www.fda.gov](http://www.fda.gov)

Regulates Cosmetics & Drugs, Food, Medical Devices, Veterinary Medicines & Electronic Product Radiation

### Internal Revenue Service (IRS)

[www.irs.gov](http://www.irs.gov)

Responsible for tax collection and tax law enforcement

### National Institute of Standards and Technology (NIST)

[www.nist.gov](http://www.nist.gov)

Promotes US innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve quality of life

### Occupational Safety & Health Administration (OSHA)

[www.osha.gov](http://www.osha.gov)

Assures safe and healthful working conditions by setting and enforcing standards and by providing training, outreach, education and assistance

### Small Business Administration (SBA)

[www.sba.gov](http://www.sba.gov)

Provides support to entrepreneurs and small businesses

### United States International Trade Commission (USITC)

[www.usitc.gov](http://www.usitc.gov)

Provides international trade statistics and the Harmonised Tariff Schedule

### United States Patent and Trademark Office (USPTO)

[www.uspto.gov](http://www.uspto.gov)

Issues patents to inventors and businesses for their inventions, and trademark registration for product and intellectual property identification

## UK Export and International Business Development Resources

**British American Business, Inc.**

[www.babinc.org](http://www.babinc.org)

Leading transatlantic business organization, dedicated to helping companies connect and build their business on both sides of the Atlantic

**British Standards Institute**

[www.bsigroup.com/en](http://www.bsigroup.com/en)

Multinational business services provider that advises on how to meet technical standards and approvals procedures

**Business Link**

[www.businesslink.gov.uk](http://www.businesslink.gov.uk)

UK government's online resource for businesses, providing guidance on regulations and to access government services.

**Department for Business Innovation and Skills (BIS)**

[www.bis.gov.uk](http://www.bis.gov.uk)

UK department that supports sustained growth and higher skills across the economy

**Export Control Organisation**

[www.businesslink.gov.uk/export-control](http://www.businesslink.gov.uk/export-control)

Helps businesses regarding export procedures and documentation.

**Export for Growth Guide**

(Click [here](#) for PDF Guide)

SME export guide produced by Forum of Private Business in conjunction with UK Trade & Investment

**HM Revenue & Customs**

[www.hmrc.gov.uk](http://www.hmrc.gov.uk)

UK department responsible for the collection of taxes

**UK Export Finance**

[www.ukexportfinance.gov.uk](http://www.ukexportfinance.gov.uk)

Export credit agency that provide assistance with credit insurance and financing products

## Company Information

**Better Business Bureau**

[www.bbb.org](http://www.bbb.org)

**Dun and Bradstreet:**

[www.dnb.com](http://www.dnb.com)

**Oanda**

[www.oanda.com](http://www.oanda.com)

Foreign exchange rates, current and historical.

**Nasdaq**

[www.nasdaq.com](http://www.nasdaq.com)

**US Securities and Exchange Commission**

[www.sec.gov](http://www.sec.gov)

**Forbes Magazine**

[www.forbes.com/forbes](http://www.forbes.com/forbes)

**US News & World Report**

[www.usnews.com](http://www.usnews.com)

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**Solutions  
for Business**

Funded by  
UK Government

UK Trade & Investment is responsible for the delivery of the Solutions for Business product "Helping Your Business Grow Internationally." These "solutions" are available to qualifying businesses, and cover everything from investment and grants through to specialist advice, collaborations and partnerships.

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UK Trade & Investment is the Government Department that helps UK-based companies succeed in the global economy. We also help overseas companies bring their high-quality investment to the UK's dynamic economy, acknowledged as Europe's best place from which to succeed in global business.

UK Trade & Investment offers expertise and contacts through its extensive network of specialists in the UK, and in British embassies and other diplomatic offices around the world. We provide companies with the tools they require to be competitive on the world stage.

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