Name of student

Name of institution

Name of instructor

Legal and ethical scenarios

Scenario 1

Greg upon order the pressure washer had already confirmed that he was interested in the contract. He is the one who made the offer which is the first step that any person should make when coming up with a contract. This is a contract that can be said to be mutually binding because the person who made the offer was Greg though he did not sign the acceptance of the offer. It could only fail to be a contract in a case where the Campbell Company failed to honor the offer. The company on confirming that they were willing to do business with such an offer made it a contract that can be defined under law. The first two most important rules that must be followed in any contract is the offer and acceptance part. In this case, an offer has been made and the company has made acceptance of the offer. An offer of $1275 was made by the company and it was the duty of the company to either reject or accept the offer. The fact that they sent a signed acceptance to the offer means that they were willing to get into a contract.

The case would have failed to be a contract in case the offer was coming from the coming to Greg. He is the one who is interested in the pressure washer and therefore came up with the price that they would use during the whole contract. Such contracts can be binding because all the parties have an idea that they are getting into business with one another. By contacting the company, Greg confirmed that he was willing to pay the money he stated and that he was already willing to be part of the contract. The major party that has to make the contract binding is the company because it is the client who has made the offer (Furmston, 2007).

The fact that Greg did not respond to the additional term in the contract makes it part of the contract by default. When one reads a contract and does not react to one of the terms that have been added to the contract, it automatically becomes part of the contract. Under international law of contracts, the fact that Greg did not react to any of terms that were being put by the company shows that he was satisfied with every part of the contract and that he was ready to work with the terms and conditions that had been stated by the company. Arbitration is one of the best ways that has always been used to solve disputes between parties that are in a legally binding contract. It is automatic that Greg might have accepted the term. One of the rules when entering into a contract is that apart from making an acceptance, one is subject to the terms and conditions of the contract even if he or she fails to sign that they accept the term to be used during the contract.

Campbell Company contracted the London Painting company to supply the pressure washers. There is no contract between London Painting Company and Greg. First, Greg does not have an idea that it is the company that will supply him with the pressure washers. He made an offer to Campbell company which is the company that he is in contract with and in case anything goes wrong with the contract, he will get answers from Campbell. Campbell is the one that is in a contract with London and it is their duty to ensure that the company they have contracted has the ability to supply the best quality products to the client. A contract can only be binding if an offer has been made and the other party has also gone ahead to accept the offer. The contract has three parties with only two of them being related directly. London painting company and Greg are not in any way in any contract and do not have any relationship apart from the fact that the company will supply the pressure washers on behalf of Campbell Company (Linda, 1988).

Scenario 3

Product liability is one of the problems that have been featuring in most of the court cases that people engage in. in this case, Allan, who is not licensed gets the opportunity to install the heaters that would be used by Karla. The products that would be used in this case came from Bradford Inc. there were warnings on the product that temperatures above 120degrees. Allan set up the temperature at 105 degrees which according to the instructions, is recommendable. Karla left Simon, her three year old son in the water tab and when she came back she realized that he had the scalds. There is a case and it needs to determine who is to blame on this case. All the three parties must be mentioned in the case because they are the people who dealt with the product. The company will be mentioned in the production of the product. On the other side, Allan will be mentioned for the installation with special preference to the manner in which he set the temperatures. Karla will also be mentioned in the case for the manner in which she used the product. A mistake could have come as a result of a mistake made from all the three parties who have since so far used the product as mentioned in the case.

In this case, I believe that Karla would win the case. This is on the basis that she followed all the instructions that have been posted on the product. The product did not mention that leaving a child for a certain period of time would result to scalding. For Karla, she does not have any skills in how the product operates and it is also important to note that she trusted the services offered by Allan as well as the company that supplied the products that were used in the process. Karla also trusted Allan to offer the best quality services even if she had no idea that the person was not licensed. It might not be easy for a client to know that the person they are dealing with is licensed even if they are not offering the best quality services. The fact that Karla accepted to get into business with Karla made her feel that the person is qualified to offer the best quality services. The fact that there are many people who can offer the services makes it a very difficult task for the clients to make choices on the people who will offer them the services that they need (Jimenez v. Superior Court, 2002).

For the case of Allan, he will lose the case because he intentionally offered the service without a license to do so. This means that he did not prove to the authority that he indeed has the ability to offer the services that are related to the installation of such products. For the company, it will be liable for selling faulty products because the company on its end cannot prove that the products were the best (Steven, 1984). It is the company that will bear the final cost of everything in this case because they were the producers of the product.

References

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