



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART II

#### FORMATION OF THE CONTRACT

*[<sup>F1</sup>Implied terms etc.]*

#### **14 Implied terms about quality or fitness.**

- (1) Except as provided by this section and section 15 below and subject to any other enactment, there is no implied [<sup>F1</sup>term] about the quality or fitness for any particular purpose of goods supplied under a contract of sale.
- [<sup>F2</sup>(2) Where the seller sells goods in the course of a business, there is an implied term that the goods supplied under the contract are of satisfactory quality.
- (2A) For the purposes of this Act, goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the price (if relevant) and all the other relevant circumstances.
- (2B) For the purposes of this Act, the quality of goods includes their state and condition and the following (among others) are in appropriate cases aspects of the quality of goods—
- (a) fitness for all the purposes for which goods of the kind in question are commonly supplied,
  - (b) appearance and finish,
  - (c) freedom from minor defects,
  - (d) safety, and
  - (e) durability.
- (2C) The term implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—
- (a) which is specifically drawn to the buyer's attention before the contract is made,

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*Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 14. (See end of Document for details)*

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- (b) where the buyer examines the goods before the contract is made, which that examination ought to reveal, or
- (c) in the case of a contract for sale by sample, which would have been apparent on a reasonable examination of the sample.]

<sup>F3</sup>( 2D ) . . . . .

<sup>F3</sup>( 2E ) . . . . .

<sup>F3</sup>( 2F ) . . . . .

(3) Where the seller sells goods in the course of a business and the buyer, expressly or by implication, makes known—

- (a) to the seller, or
- (b) where the purchase price or part of it is payable by instalments and the goods were previously sold by a credit-broker to the seller, to that credit-broker,

any particular purpose for which the goods are being bought, there is an implied [<sup>F1</sup>term] that the goods supplied under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied, except where the circumstances show that the buyer does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the seller or credit-broker.

(4) An implied [<sup>F1</sup>term] about quality or fitness for a particular purpose may be annexed to a contract of sale by usage.

(5) The preceding provisions of this section apply to a sale by a person who in the course of a business is acting as agent for another as they apply to a sale by a principal in the course of a business, except where that other is not selling in the course of a business and either the buyer knows that fact or reasonable steps are taken to bring it to the notice of the buyer before the contract is made.

[<sup>F4</sup>(6) As regards England and Wales and Northern Ireland, the terms implied by subsections (2) and (3) above are conditions.]

(7) Paragraph 5 of Schedule 1 below applies in relation to a contract made on or after 18 May 1973 and before the appointed day, and paragraph 6 in relation to one made before 18 May 1973.

(8) In subsection (7) above and paragraph 5 of Schedule 1 below references to the appointed day are to the day appointed for the purposes of those provisions by an order of the Secretary of State made by statutory instrument.

[<sup>F5</sup>(9) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 9, 10 and 18 of that Act).]

#### Textual Amendments

- F1** Words in s. 14(1)(3)(4) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(5)(a)** (with s. 8(3)).
- F2** S. 14(2)(2A)-(2C) substituted for s. 14(2) (3.1.1995) by 1994 c. 35, **ss. 1(1), 8(2)** (with s. 8(3)).
- F3** S. 14(2D)-(2F) omitted (1.10.2015) by virtue of **Consumer Rights Act 2015 (c. 15)**, s. 100(5), **Sch. 1 para. 13(2)**; S.I. 2015/1630, art. 3(g) (with art. 6(1)).
- F4** S. 14(6) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(5)(b)** (with s. 8(3)).

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**Changes to legislation:** There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 14. (See end of Document for details)

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**F5** S. 14(9) inserted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#), s. 100(5), **Sch. 1 para. 13(3)**; [S.I. 2015/1630](#), art. 3(g) (with art. 6(1))

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**Modifications etc. (not altering text)**

**C1** Power of appointment conferred by s. 14(8) fully exercised: 19.5.1985 appointed by [S.I. 1983/1572](#), **art. 2**

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 14.