



Sale and Supply of Goods Act 1994

1994 CHAPTER 35

Provisions relating to the United Kingdom

1 Implied term about quality

(1) In section 14 of the Sale of Goods Act 1979 (implied terms about quality or fitness) for subsection (2) there is substituted—

“(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,
- (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.”

- (2) In section 15 of that Act (sale by sample) in subsection (2)(c) for “rendering them unmerchantable” there is substituted “making their quality unsatisfactory”.

2 Acceptance of goods and opportunity to examine them

- (1) In section 35 of the Sale of Goods Act 1979 (acceptance) for the words from “when he intimates” to “(2)” there is substituted—

“subject to subsection (2) below—

- (a) when he intimates to the seller that he has accepted them, or
- (b) when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller.

- (2) Where goods are delivered to the buyer, and he has not previously examined them, he is not deemed to have accepted them under subsection (1) above until he has had a reasonable opportunity of examining them for the purpose—

- (a) of ascertaining whether they are in conformity with the contract, and
- (b) in the case of a contract for sale by sample, of comparing the bulk with the sample.

- (3) Where the buyer deals as consumer or (in Scotland) the contract of sale is a consumer contract, the buyer cannot lose his right to rely on subsection (2) above by agreement, waiver or otherwise.

- (4) The buyer is also deemed to have accepted the goods when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them.

- (5) The questions that are material in determining for the purposes of subsection (4) above whether a reasonable time has elapsed include whether the buyer has had a reasonable opportunity of examining the goods for the purpose mentioned in subsection (2) above.

- (6) The buyer is not by virtue of this section deemed to have accepted the goods merely because—

- (a) he asks for, or agrees to, their repair by or under an arrangement with the seller, or
- (b) the goods are delivered to another under a sub-sale or other disposition.

- (7) Where the contract is for the sale of goods making one or more commercial units, a buyer accepting any goods included in a unit is deemed to have accepted all the goods making the unit; and in this subsection “commercial unit” means a unit division of which would materially impair the value of the goods or the character of the unit.

(8)”.

- (2) In section 34 of that Act (buyer to have opportunity to examine goods)—

- (a) the words from the beginning to “(2)” are repealed; and
- (b) at the end of that section there is inserted “and, in the case of a contract for sale by sample, of comparing the bulk with the sample.”

3 Right of partial rejection

(1) After section 35 of the Sale of Goods Act 1979 there is inserted the following section—

“35A Right of partial rejection

- (1) If the buyer—
 - (a) has the right to reject the goods by reason of a breach on the part of the seller that affects some or all of them, but
 - (b) accepts some of the goods, including, where there are any goods unaffected by the breach, all such goods,he does not by accepting them lose his right to reject the rest.
- (2) In the case of a buyer having the right to reject an instalment of goods, subsection (1) above applies as if references to the goods were references to the goods comprised in the instalment.
- (3) For the purposes of subsection (1) above, goods are affected by a breach if by reason of the breach they are not in conformity with the contract.
- (4) This section applies unless a contrary intention appears in, or is to be implied from, the contract.”

- (2) At the beginning of section 11(4) of that Act (effect of accepting goods) there is inserted “Subject to section 35A below”.
- (3) Section 30(4) of that Act (rejection of goods not within contract description) is repealed.