



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART IV

#### PERFORMANCE OF THE CONTRACT

#### [<sup>F1</sup>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.

[ 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 section 21 of that Act).]

#### Textual Amendments

- F1** S. 35A inserted (3.1.1995) by 1994 c. 35, ss. 3(1), 8(2) (with s. 8(3)).
- F2** S. 35A(5) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 25; S.I. 2015/1630, art. 3(g) (with art. 6(1))

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 35A.