



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART VII

#### SUPPLEMENTARY

#### 55 Exclusion of implied terms.

(1) Where a right, duty or liability would arise under a contract of sale of goods by implication of law, it may (subject to the <sup>M1</sup>Unfair Contract Terms Act 1977) be negated or varied by express agreement, or by the course of dealing between the parties, or by such usage as binds both parties to the contract.

[<sup>F1</sup>(1A) Subsection (1) 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 31 of that Act).]

(2) An express [<sup>F2</sup>term] does not negative a [<sup>F2</sup>term] implied by this Act unless inconsistent with it.

(3) Paragraph 11 of Schedule 1 below applies in relation to a contract made on or after 18 May 1973 and before 1 February 1978, and paragraph 12 in relation to one made before 18 May 1973.

#### Textual Amendments

**F1** S. 55(1A) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 33**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

**F2** Words in s. 55(2) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(8)** (with s. 8(3)).

#### Marginal Citations

**M1** 1977 c. 50.

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 55.