



Sale of Goods Act 1979

1979 CHAPTER 54

PART II

FORMATION OF THE CONTRACT

[^{F1}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 [^{F1}term] about the quality or fitness for any particular purpose of goods supplied under a contract of sale.
- [^{F2}(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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- (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.]
- [^{F3}(2D) If the buyer deals as consumer or, in Scotland, if a contract of sale is a consumer contract, the relevant circumstances mentioned in subsection (2A) above include any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling.
- (2E) A public statement is not by virtue of subsection (2D) above a relevant circumstance for the purposes of subsection (2A) above in the case of a contract of sale, if the seller shows that—
- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
 - (b) before the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or
 - (c) the decision to buy the goods could not have been influenced by the statement.
- (2F) Subsections (2D) and (2E) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (2A) above (whether or not the buyer deals as consumer or, in Scotland, whether or not the contract of sale is a consumer contract) if the statement would have been such a circumstance apart from those subsections.]
- (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 [^{F1}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 [^{F1}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.
- [^{F4}(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.

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- (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.

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)** inserted (31.3.2003) by S.I. 2002/3045, **reg. 3(2)**
- 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)).

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**

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