



Sale of Goods Act 1979

1979 CHAPTER 54

PART IV

PERFORMANCE OF THE CONTRACT

32 Delivery to carrier.

- (1) Where, in pursuance of a contract of sale, the seller is authorised or required to send the goods to the buyer, delivery of the goods to a carrier (whether named by the buyer or not) for the purpose of transmission to the buyer is prima facie deemed to be a delivery of the goods to the buyer.
- (2) Unless otherwise authorised by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable having regard to the nature of the goods and the other circumstances of the case; and if the seller omits to do so, and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself or may hold the seller responsible in damages.
- (3) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, under circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit; and if the seller fails to do so, the goods are at his risk during such sea transit.
- [^{F1}(4) In a case where the buyer deals as consumer or, in Scotland, where there is a consumer contract in which the buyer is a consumer, subsections (1) to (3) above must be ignored, but if in pursuance of a contract of sale the seller is authorised or required to send the goods to the buyer, delivery of the goods to the carrier is not delivery of the goods to the buyer.]

Textual Amendments

F1 S. 32(4) inserted (31.3.2003) by S.I. 2002/3045, reg. 4(3)

Status: Point in time view as at 31/03/2002. This version of this provision has been superseded.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 32. (See end of Document for details)

32 Delivery to carrier. U.K.

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