



Sale of Goods Act 1979

1979 CHAPTER 54

[^{F1}PART 5A

ADDITIONAL RIGHTS OF BUYER IN CONSUMER CASES

[^{F1F2}48A Introductory

- (1) This section applies if—
 - (a) the buyer deals as consumer or, in Scotland, there is a consumer contract in which the buyer is a consumer, and
 - (b) the goods do not conform to the contract of sale at the time of delivery.
- (2) If this section applies, the buyer has the right—
 - (a) under and in accordance with section 48B below, to require the seller to repair or replace the goods, or
 - (b) under and in accordance with section 48C below—
 - (i) to require the seller to reduce the purchase price of the goods to the buyer by an appropriate amount, or
 - (ii) to rescind the contract with regard to the goods in question.
- (3) For the purposes of subsection (1)(b) above goods which do not conform to the contract of sale at any time within the period of six months starting with the date on which the goods were delivered to the buyer must be taken not to have so conformed at that date.
- (4) Subsection (3) above does not apply if—
 - (a) it is established that the goods did so conform at that date;
 - (b) its application is incompatible with the nature of the goods or the nature of the lack of conformity.]

Status: Point in time view as at 31/03/2003.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 48A. (See end of Document for details)

Textual Amendments

- F1** [Pt. 5A](#) (ss. 48A-48F) inserted (31.3.2003) by [S.I. 2002/3045](#), [reg. 5](#)
- F2** [Pt. 5A](#) (ss. 48A-48F) inserted (31.3.2003) by [S.I. 2002/3045](#), [reg. 5](#)

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