



Sale and Supply of Goods Act 1994

1994 CHAPTER 35

Provisions relating to England and Wales and Northern Ireland

4 Modification of remedies in non-consumer cases

(1) After section 15 of the Sale of Goods Act 1979 there is inserted the following—

“Miscellaneous

15A Modification of remedies for breach of condition in non-consumer cases

(1) Where in the case of a contract of sale—

- (a) the buyer would, apart from this subsection, have the right to reject goods by reason of a breach on the part of the seller of a term implied by section 13, 14 or 15 above, but
- (b) the breach is so slight that it would be unreasonable for him to reject them,

then, if the buyer does not deal as consumer, the breach is not to be treated as a breach of condition but may be treated as a breach of warranty.

(2) This section applies unless a contrary intention appears in, or is to be implied from, the contract.

(3) It is for the seller to show that a breach fell within subsection (1)(b) above.

(4) This section does not apply to Scotland.”

(2) In section 30 of that Act (delivery of shortfall or excess) after subsection (2) there is inserted—

“(2A) A buyer who does not deal as consumer may not—

- (a) where the seller delivers a quantity of goods less than he contracted to sell, reject the goods under subsection (1) above, or

Status: This is the original version (as it was originally enacted).

- (b) where the seller delivers a quantity of goods larger than he contracted to sell, reject the whole under subsection (2) above, if the shortfall or, as the case may be, excess is so slight that it would be unreasonable for him to do so.
- (2B) It is for the seller to show that a shortfall or excess fell within subsection (2A) above.
- (2C) Subsections (2A) and (2B) above do not apply to Scotland.”