

## SCHEDULES

### SCHEDULE 2

#### MINOR AND CONSEQUENTIAL AMENDMENTS

##### *The Sale of Goods Act 1979 (c. 54)*

- 5 (1) The Sale of Goods Act 1979 is amended as follows.
- (2) In section 11 (when condition to be treated as warranty)—
- (a) for subsection (1) there is substituted —
- “(1) This section does not apply to Scotland.”; and
- (b) subsection (5) is omitted.
- (3) In section 12 (implied terms about title etc.)—
- (a) for “condition” (in subsection (1)) and for “warranty” (in subsections (2), (4) and (5)) there is substituted “term”; and
- (b) after subsection (5) there is inserted—
- “(5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties.”
- (4) In section 13 (sale by description)—
- (a) in subsection (1) for “condition” there is substituted “term”; and
- (b) after that subsection there is inserted—
- “(1A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition.”
- (5) In section 14 (implied terms about quality or fitness)—
- (a) for “condition or warranty” (in subsections (1) and (4)) and for “condition” (in subsection (3)) there is substituted “term”; and
- (b) for subsection (6) there is substituted—
- “(6) As regards England and Wales and Northern Ireland, the terms implied by subsections (2) and (3) above are conditions.”
- (6) In section 15 (sale by sample)—
- (a) in subsection (2), for “condition” there is substituted “term” and paragraph (b) is omitted; and
- (b) for subsection (3) there is substituted—
- “(3) As regards England and Wales and Northern Ireland, the term implied by subsection (2) above is a condition.”
- (7) In section 53 (remedy for breach of warranty) for subsection (5) there is substituted—

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*Status: This is the original version (as it was originally enacted).*

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“(5) This section does not apply to Scotland.”

(8) In section 55 (exclusion of implied terms) in subsection (2) for “condition or warranty” (in both places) there is substituted “term”.

(9) In section 61 (interpretation)—

(a) in subsection (1)—

(i) after the definition of “buyer” there is inserted—

““consumer contract” has the same meaning as in section 25(1) of the Unfair Contract Terms Act 1977; and for the purposes of this Act the onus of proving that a contract is not to be regarded as a consumer contract shall lie on the seller”; and

(ii) the definition of “quality” is omitted;

(b) subsection (2) is omitted; and

(c) after subsection (5) there is inserted—

“(5A) References in this Act to dealing as consumer are to be construed in accordance with Part I of the Unfair Contract Terms Act 1977; and, for the purposes of this Act, it is for a seller claiming that the buyer does not deal as consumer to show that he does not.”

(10) For the heading “*Conditions and warranties*” that precedes sections 10 to 14 there is substituted the heading “*Implied terms etc.*”.