



Sale and Supply of Goods Act 1994

1994 CHAPTER 35

Provisions relating to Scotland

5 Remedies for breach of contract

- (1) After section 15A of the Sale of Goods Act 1979, which is inserted by section 4(1) above, there is inserted the following section—

“15B Remedies for breach of contract as respects Scotland

- (1) Where in a contract of sale the seller is in breach of any term of the contract (express or implied), the buyer shall be entitled—
- (a) to claim damages, and
 - (b) if the breach is material, to reject any goods delivered under the contract and treat it as repudiated.
- (2) Where a contract of sale is a consumer contract, then, for the purposes of subsection (1)(b) above, breach by the seller of any term (express or implied) —
- (a) as to the quality of the goods or their fitness for a purpose,
 - (b) if the goods are, or are to be, sold by description, that the goods will correspond with the description,
 - (c) if the goods are, or are to be, sold by reference to a sample, that the bulk will correspond with the sample in quality,
- shall be deemed to be a material breach.
- (3) This section applies to Scotland only.”
- (2) In section 30 of that Act (delivery of shortfall or excess) before subsection (3) there is inserted—
- “(2D) Where the seller delivers a quantity of goods—
- (a) less than he contracted to sell, the buyer shall not be entitled to reject the goods under subsection (1) above,

(b) larger than he contracted to sell, the buyer shall not be entitled to reject the whole under subsection (2) above, unless the shortfall or excess is material.

(2E) Subsection (2D) above applies to Scotland only.”

(3) After section 53 of that Act there is inserted the following section—

“53A Measure of damages as respects Scotland

- (1) The measure of damages for the seller’s breach of contract is the estimated loss directly and naturally resulting, in the ordinary course of events, from the breach.
- (2) Where the seller’s breach consists of the delivery of goods which are not of the quality required by the contract and the buyer retains the goods, such loss as aforesaid is prima facie the difference between the value of the goods at the time of delivery to the buyer and the value they would have had if they had fulfilled the contract.
- (3) This section applies to Scotland only.”