Supply of Goods and Services Act 1982

1982 CHAPTER 29

F1[PART IA

SUPPLY OF GOODS AS RESPECTS SCOTLAND

F1 Contracts for the transfer of property in goods

[11D   **F1 Implied terms about quality or fitness.**

(1) Except as provided by this section and section 11E below and subject to the provisions of any other enactment, there is no implied term about the quality or fitness for any particular purpose of goods supplied under a [F2relevant contract for the transfer of goods].

(2) Where, under such a contract, the transferor transfers the property in goods in the course of a business, there is an implied term that the goods supplied under the contract are of satisfactory quality.

(3) For the purposes of this section and section 11E below, goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the price (if relevant) and all the other relevant circumstances.

F3(3A) . . . .

F3(3B) . . . .

F3(3C) . . . .

(4) The term implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—

    (a) which is specifically drawn to the transferee's attention before the contract is made,

    (b) where the transferee examines the goods before the contract is made, which that examination ought to reveal, or

2

Supply of Goods and Services Act 1982 (c. 29)
Part IA – Supply of Goods as Respects Scotland
Document Generated: 2024-06-23

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Supply of Goods and Services Act 1982, Section 11D. (See end of Document for details)

(c) where the property in the goods is, or is to be, transferred by reference to a sample, which would have been apparent on a reasonable examination of the sample.

(5) Subsection (6) below applies where, under a **[F2relevant contract for the transfer of goods]**, the transferor transfers the property in goods in the course of a business and the transferee, expressly or by implication, makes known—

(a) to the transferor, or

(b) where the consideration or part of the consideration for the transfer is a sum payable by instalments and the goods were previously sold by a credit-broker to the transferor, to that credit-broker,

any particular purpose for which the goods are being acquired.

(6) In that case there is (subject to subsection (7) below) an implied term that the goods supplied under the contract are reasonably fit for the purpose, whether or not that is a purpose for which such goods are commonly supplied.

(7) Subsection (6) above does not apply where the circumstances show that the transferee does not rely, or that it is unreasonable for him to rely, on the skill or judgment of the transferor or credit-broker.

(8) An implied term about quality or fitness for a particular purpose may be annexed by usage to a **[F2relevant contract for the transfer of goods]**.

(9) The preceding provisions of this section apply to a transfer by a person who in the course of a business is acting as agent for another as they apply to a transfer by a principal in the course of a business, except where that other is not transferring in the course of a business and either the transferee knows that fact or reasonable steps are taken to bring it to the transferee's notice before the contract concerned is made.

F4(10)**]** . . . .

Textual Amendments

F1 Pt. IA (ss. 11A-11L) with Pt. heading and cross headings inserted (3.1.1995) by 1994 c. 35, ss. 6, 8(2), **Sch. 1 para. 1** (with s. 8(3))

F2 Words in Act substituted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 38(a)**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

F3 S. 11D(3A)-(3C) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 46**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

F4 S. 11D(10) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 46**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

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