



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART II

#### FORMATION OF THE CONTRACT

##### *Sale by sample*

#### 15 Sale by sample.

- (1) A contract of sale is a contract for sale by sample where there is an express or implied term to that effect in the contract.
- (2) In the case of a contract for sale by sample there is an implied [<sup>F1</sup>term]—
  - (a) that the bulk will correspond with the sample in quality;
  - <sup>F2</sup>(b) .....
  - (c) that the goods will be free from any defect, [<sup>F3</sup>making their quality unsatisfactory], which would not be apparent on reasonable examination of the sample.
- [<sup>F4</sup>(3) As regards England and Wales and Northern Ireland, the term implied by subsection (2) above is a condition.]
- (4) Paragraph 7 of Schedule 1 below applies in relation to a contract made before 18 May 1973.
- [<sup>F5</sup>(5) This section does not apply to a contract to which Chapter 2 of Part 1 of the Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 13 and 18 of that Act).]

#### Textual Amendments

- F1** Word in s. 15(2) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(6)(a)** (with s. 8(3)).
- F2** S. 15(2)(b) repealed (3.1.1995) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 5(6)(a), Sch.3** (with s. 8(3)).
- F3** Words in s. 15(2)(c) substituted (3.1.1995) by 1994 c. 35, **ss. 1(2), 8(2)** (with s. 8(3)).

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**Changes to legislation:** *There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 15. (See end of Document for details)*

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- F4** S. 15(3) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(6)(b)** (with s. 8(3)).
- F5** S. 15(5) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 14**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

**Changes to legislation:**

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 15.