



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART II

#### FORMATION OF THE CONTRACT

#### *[<sup>F1</sup> Miscellaneous]*

#### **[<sup>F1</sup>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.]

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#### **Textual Amendments**

**F1** S. 15B inserted (3.1.1995) by 1994 c. 35, ss. 5(1), 8(2) (with s. 8(3)).

**Status:**

Point in time view as at 03/01/1995. This version of this provision has been superseded.

**Changes to legislation:**

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