



Sale of Goods Act 1979

1979 CHAPTER 54

PART II **U.K.**

FORMATION OF THE CONTRACT

[^{F1} Miscellaneous]

[^{F1}15B Remedies for breach of contract as respects Scotland. **S**

- (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.

[Subsection (1) does not apply to a contract to which Chapter 2 of Part 1 of the ^{F2}(1A) Consumer Rights Act 2015 applies (but see the provision made about such contracts in sections 19 to 22 of that Act).]

^{F3}(2)

(3) This section applies to Scotland only.]

Textual Amendments

- F1** S. 15B inserted (3.1.1995) by 1994 c. 35, ss. 5(1), 8(2) (with s. 8(3)).
- F2** S. 15B(1A) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 16(2); S.I. 2015/1630, art. 3(g) (with art. 6(1))
- F3** S. 15B(2) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 16(3); 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 15B.