



# Supply of Goods and Services Act 1982

## 1982 CHAPTER 29

### [<sup>F1</sup>PART IA

#### SUPPLY OF GOODS AS RESPECTS SCOTLAND

##### *<sup>F1</sup>Contracts for the transfer of property in goods*

#### [11D <sup>F1</sup>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 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.

[ If the contract for the transfer of goods is a consumer contract, the relevant <sup>F2</sup>(3A) circumstances mentioned in subsection (3) above include any public statements on the specific characteristics of the goods made about them by the transferor, the producer or his representative, particularly in advertising or on labelling.

- (3B) A public statement is not by virtue of subsection (3A) above a relevant circumstance for the purposes of subsection (3) above in the case of a contract for the transfer of goods, if the transferor shows that—
- (a) at the time the contract was made, he was not, and could not reasonably have been, aware of the statement,
  - (b) before the contract was made, the statement had been withdrawn in public or, to the extent that it contained anything which was incorrect or misleading, it had been corrected in public, or

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- (c) the decision to acquire the goods could not have been influenced by the statement.
- (3C) Subsections (3A) and (3B) above do not prevent any public statement from being a relevant circumstance for the purposes of subsection (3) above (whether or not the contract for the transfer of goods is a consumer contract) if the statement would have been such a circumstance apart from those subsections.]
- <sup>F2</sup>(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
  - (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 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 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.

[ For the purposes of this section, “consumer contract” has the same meaning as in <sup>F3</sup>(10) section 11F(3) below. <sup>F3</sup> ]

#### 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** [S. 11D\(3A\)-\(3C\)](#) inserted (31.3.2003) by The Sale and Supply of Goods to [Consumers Regulations 2002 \(S. I. 2002/3045\)](#) {reg. 8(2)}

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**F3** S. 11D(10) inserted (31.3.2003) by The Sale and Supply of Goods to Consumers Regulations 2002 (S.I. 2002/3045), reg. 8(3)

**Status:**

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**Changes to legislation:**

There are currently no known outstanding effects for the Supply of Goods and Services Act 1982, Section 11D.