



Supply of Goods and Services Act 1982

1982 CHAPTER 29

PART I

SUPPLY OF GOODS

Contracts for the transfer of property in goods

4 Implied terms about quality or fitness.

- (1) Except as provided by this section and section 5 below and subject to the provisions of any other enactment, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods supplied under a contract for the transfer of goods.
- [^{F1}(2) Where, under such a contract, the transferor transfers the property in goods in the course of a business, there is an implied condition that the goods supplied under the contract are of satisfactory quality.
- (2A) For the purposes of this section and section 5 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.
- (3) The condition 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 transferred by reference to a sample, which would have been apparent on a reasonable examination of the sample.]

Status: Point in time view as at 03/01/1995. This version of this provision has been superseded.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 Supply of Goods and Services Act 1982, Section 4. (See end of Document for details)

- (4) Subsection (5) 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.
- (5) In that case there is (subject to subsection (6) below) an implied condition that the goods supplied under the contract are reasonably fit for that purpose, whether or not that is a purpose for which such goods are commonly supplied.
- (6) Subsection (5) 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.
- (7) An implied condition or warranty about quality or fitness for a particular purpose may be annexed by usage to a contract for the transfer of goods.
- (8) 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.
- ^{F2}(9)

Textual Amendments

F1 S. 4(2)(2A)(3) substituted (3.1.1995) for s. 4(2)(3) by 1994 c. 35, ss. 7, 8(2), **Sch. 2 para. 6(3)** (with s. 8(3))

F2 S. 4(9) repealed (3.1.1995) by 1994 c. 35, ss. 7, 8(2), Sch. 2 para. 6(3), **Sch. 3** (with s. 8(3))

Status:

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Changes to legislation:

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