



Sale of Goods Act 1979

1979 CHAPTER 54

PART II

FORMATION OF THE CONTRACT

[^{F1}Implied terms etc.]

13 Sale by description.

(1) Where there is a contract for the sale of goods by description, there is an implied [^{F1}term] that the goods will correspond with the description.

[^{F2}(1A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition.]

(2) If the sale is by sample as well as by description it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.

(3) A sale of goods is not prevented from being a sale by description by reason only that, being exposed for sale or hire, they are selected by the buyer.

(4) Paragraph 4 of Schedule 1 below applies in relation to a contract made before 18 May 1973.

[^{F3}(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 section 11 of that Act).]

Textual Amendments

F1 Word in s. 13(1) substituted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(4)(a)** (with s. 8(3)).

F2 S. 13(1A) inserted (3.1.1995) by 1994 c. 35, ss. 7(1), 8(2), **Sch. 2 para. 5(4)(b)** (with s. 8(3)).

Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 13. (See end of Document for details)

F3 S. 13(5) inserted (1.10.2015) by Consumer Rights Act 2015 (c. 15), s. 100(5), **Sch. 1 para. 12**; S.I. 2015/1630, art. 3(g) (with art. 6(1))

Status:

Point in time view as at 01/10/2015.

Changes to legislation:

There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 13.