

SCHEDULES

SCHEDULE 1

MODIFICATION OF ACT FOR CERTAIN CONTRACTS

Section 14: quality or fitness (ii)

6 In relation to a contract made before 18 May 1973 substitute the following for section 14:—

“14 Implied terms about quality or fitness.

- (1) Subject to this and any other Act, there is no implied condition or warranty about the quality or fitness for any particular purpose of goods supplied under a contract of sale.
- (2) Where the buyer, expressly or by implication, makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill or judgment, and the goods are of a description which it is in the course of the seller's business to supply (whether he is the manufacturer or not), there is an implied condition that the goods will be reasonably fit for such purpose, except that in the case of a contract for the sale of a specified article under its patent or other trade name there is no implied condition as to its fitness for any particular purpose.
- (3) Where goods are bought by description from a seller who deals in goods of that description (whether he is the manufacturer or not), there is an implied condition that the goods will be of merchantable quality ; but if the buyer has examined the goods, there is no implied condition as regards defects which such examination ought to have revealed.
- (4) An implied condition or warranty about quality or fitness for a particular purpose may be annexed by the usage of trade.
- (5) An express condition or warranty does not negative a condition or warranty implied by this Act unless inconsistent with it”