



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART IV

#### PERFORMANCE OF THE CONTRACT

#### **32 Delivery to carrier.**

- (1) Where, in pursuance of a contract of sale, the seller is authorised or required to send the goods to the buyer, delivery of the goods to a carrier (whether named by the buyer or not) for the purpose of transmission to the buyer is prima facie deemed to be a delivery of the goods to the buyer.
  - (2) Unless otherwise authorised by the buyer, the seller must make such contract with the carrier on behalf of the buyer as may be reasonable having regard to the nature of the goods and the other circumstances of the case; and if the seller omits to do so, and the goods are lost or damaged in course of transit, the buyer may decline to treat the delivery to the carrier as a delivery to himself or may hold the seller responsible in damages.
  - (3) Unless otherwise agreed, where goods are sent by the seller to the buyer by a route involving sea transit, under circumstances in which it is usual to insure, the seller must give such notice to the buyer as may enable him to insure them during their sea transit; and if the seller fails to do so, the goods are at his risk during such sea transit.
- [<sup>F1</sup>(4) 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 29 of that Act).]

#### **Textual Amendments**

- F1** S. 32(4) substituted (1.10.2015) by [Consumer Rights Act 2015 \(c. 15\)](#) , s. 100(5) , [Sch. 1 para. 21](#) ; [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 32.