



Unfair Contract Terms Act 1977

1977 CHAPTER 50

PART II

AMENDMENT OF LAW FOR SCOTLAND

21 Obligations implied by law in other contracts for the supply of goods

- (1) Any term of a contract to which this section applies purporting to exclude or restrict liability for breach of an obligation—
 - (a) such as is referred to in subsection (3)(a) below—
 - (i) in the case of a consumer contract, shall be void against the consumer, and
 - (ii) in any other case, shall have no effect if it was not fair and reasonable to incorporate the term in the contract;
 - (b) such as is referred to in subsection (3)(b) below, shall have no effect if it was not fair and reasonable to incorporate the term in the contract.
- (2) This section applies to any contract to the extent that it relates to any such matter as is referred to in section 15(2)(a) of this Act, but does not apply to—
 - (a) a contract of sale of goods or a hire-purchase agreement ; or
 - (b) a charterparty of a ship or hovercraft unless it is a consumer contract (and then only in favour of the consumer).
- (3) An obligation referred to in this subsection is an obligation incurred under a contract in the course of a business and arising by implication of law from the nature of the contract which relates—
 - (a) to the correspondence of goods with description or sample, or to the quality or fitness of goods for any particular purpose; or
 - (b) to any right to transfer ownership or possession of goods, or to the enjoyment of quiet possession of goods.
- (4) Nothing in this section applies to the supply of goods on a redemption of trading stamps within the Trading Stamps Act 1964.