



Sale of Goods Act 1979

1979 CHAPTER 54

PART II

FORMATION OF THE CONTRACT

[^{F1} Miscellaneous]

^{F1}**[15A Modification of remedies for breach of condition in non-consumer cases.**

- (1) Where in the case of a contract of sale—
 - (a) the buyer would, apart from this subsection, have the right to reject goods by reason of a breach on the part of the seller of a term implied by section 13, 14 or 15 above, but
 - (b) the breach is so slight that it would be unreasonable for him to reject them,
^{F2}... the breach is not to be treated as a breach of condition but may be treated as a breach of warranty.
- (2) This section applies unless a contrary intention appears in, or is to be implied from, the contract.
- (3) It is for the seller to show that a breach fell within subsection (1)(b) above.
- (4) This section does not apply to Scotland.]

Textual Amendments

F1 S. 15A inserted (3.1.1995) by 1994 c. 35, ss. 4(1), 8(2) (with s. 8(3)).

F2 Words in s. 15A(1) omitted (1.10.2015) by virtue of Consumer Rights Act 2015 (c. 15), s. 100(5), Sch. 1 para. 15; 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Point in time view as at 01/10/2015.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 15A.