



# Sale of Goods Act 1979

## 1979 CHAPTER 54

### PART IV

#### PERFORMANCE OF THE CONTRACT

#### **30 Delivery of wrong quantity**

- (1) Where the seller delivers to the buyer a quantity of goods less than he contracted to sell the buyer may reject them, but if the buyer accepts the goods so delivered he must pay for them at the contract rate.
- (2) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell, the buyer may accept the goods included in the contract and reject the rest, or he may reject the whole.
- (3) Where the seller delivers to the buyer a quantity of goods larger than he contracted to sell and the buyer accepts the whole of the goods so delivered he must pay for them at the contract rate.
- (4) Where the seller delivers to the buyer the goods he contracted to sell mixed with goods of a different description not included in the contract, the buyer may accept the goods which are in accordance with the contract and reject the rest, or he may reject the whole.
- (5) This section is subject to any usage of trade, special agreement, or course of dealing between the parties.