



Sale of Goods Act 1979

1979 CHAPTER 54

PART IV

PERFORMANCE OF THE CONTRACT

35 Acceptance.

- (1) The buyer is deemed to have accepted the goods [^{F1}subject to subsection (2) below—
 - (a) when he intimates to the seller that he has accepted them, or
 - (b) when the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller.
- (2) Where goods are delivered to the buyer, and he has not previously examined them, he is not deemed to have accepted them under subsection (1) above until he has had a reasonable opportunity of examining them for the purpose—
 - (a) of ascertaining whether they are in conformity with the contract, and
 - (b) in the case of a contract for sale by sample, of comparing the bulk with the sample.
- (3) Where the buyer deals as consumer or (in Scotland) the contract of sale is a consumer contract, the buyer cannot lose his right to rely on subsection (2) above by agreement, waiver or otherwise.
- (4) The buyer is also deemed to have accepted the goods when after the lapse of a reasonable time he retains the goods without intimating to the seller that he has rejected them.
- (5) The questions that are material in determining for the purposes of subsection (4) above whether a reasonable time has elapsed include whether the buyer has had a reasonable opportunity of examining the goods for the purpose mentioned in subsection (2) above.
- (6) The buyer is not by virtue of this section deemed to have accepted the goods merely because—
 - (a) he asks for, or agrees to, their repair by or under an arrangement with the seller, or

Status: Point in time view as at 03/01/1995. This version of this provision has been superseded.

Changes to legislation: There are currently no known outstanding effects for the Sale of Goods Act 1979, Section 35. (See end of Document for details)

- (b) the goods are delivered to another under a sub-sale or other disposition.
- (7) Where the contract is for the sale of goods making one or more commercial units, a buyer accepting any goods included in a unit is deemed to have accepted all the goods making the unit; and in this subsection “commercial unit” means a unit division of which would materially impair the value of the goods or the character of the unit.
- (8) Paragraph 10 of Schedule 1 below applies in relation to a contract made before 22 April 1967 or (in the application of this Act to Northern Ireland) 28 July 1967.

Textual Amendments

F1 Words in s. 35 substituted (3.1.1995) by 1994 c. 35, ss. 2(1), 8(2) (with s. 8(3)).

Status:

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