



# Sale and Supply of Goods Act 1994

## 1994 CHAPTER 35

### *Provisions relating to the United Kingdom*

#### **1 Implied term about quality**

(1) In section 14 of the Sale of Goods Act 1979 (implied terms about quality or fitness) for subsection (2) there is substituted—

“(2) Where the seller sells goods in the course of a business, there is an implied term that the goods supplied under the contract are of satisfactory quality.

(2A) For the purposes of this Act, goods are of satisfactory quality if they meet the standard that a reasonable person would regard as satisfactory, taking account of any description of the goods, the price (if relevant) and all the other relevant circumstances.

(2B) For the purposes of this Act, the quality of goods includes their state and condition and the following (among others) are in appropriate cases aspects of the quality of goods—

- (a) fitness for all the purposes for which goods of the kind in question are commonly supplied,
- (b) appearance and finish,
- (c) freedom from minor defects,
- (d) safety, and
- (e) durability.

(2C) The term implied by subsection (2) above does not extend to any matter making the quality of goods unsatisfactory—

- (a) which is specifically drawn to the buyer’s attention before the contract is made,
- (b) where the buyer examines the goods before the contract is made, which that examination ought to reveal, or
- (c) in the case of a contract for sale by sample, which would have been apparent on a reasonable examination of the sample.”

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*Status: This is the original version (as it was originally enacted).*

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- (2) In section 15 of that Act (sale by sample) in subsection (2)(c) for “rendering them unmerchantable” there is substituted “making their quality unsatisfactory”.