# Application of Sale of Goods Act

Write a paper on the topic "Application of Sale of Goods Act 1979".

## Answer

****Introduction****

The primary motif of sale of goods act, 1979 is to protect the rights of the buyers and sellers. It is important for any business unit to set the policy of the organization aligned with the guidelines of Sale of Goods Act of 1979. The provided scenario significantly sheds light on the possible breaches that a consumer can face in case of commercial business with a supplier. Prior to the provided scenario, the report aims to evaluate the breaches that have been conducted on the part of the seller and the possible remedies and actions that can be brought against the seller by the buyer under the guidelines of Sale of Goods Act of 1979.

****Background of the case****

As per the provided scenario, Harvey is the representative and an employee under Spector Builders Ltd that functions as builders of flats and renovates houses. Lewis who is a sales representative of Litt Building Supplier agrees into a verbal contract with Harvey who discussed his requirements with Lewis. The requirement of Harvey was 2000 Victorian style yellow clay bricks,50 litres of the Markle Paint that according to Lewis would fit the needs of the buyer that can withstand all weathers and 250 ash grey composite floor tiles.

The sales are to be occurred according to the standard terms and conditions of Litt building suppliers. However, Harvey is not acquainted with the terms and conditions in spite of having a copy of the terms and conditions.

The ordered amount of paint arrived on the said date of delivery. However, Lewis failed to deliver the number of bricks within the agreed date and he supplied 1500 bricks and also stated that the rest will be arriving 12 days late. Harvey did not point out any disagreement with the delay. Therefore, it can be assumed that he agreed with Lewis. But the problem arises with the quality of the products. Though the bricks matched the expected quality, the tiles and the paint failed to match the required quality. 200 of the tiles were found to be cracked and not useable. As per the general needs of the consumer the products failed to match the said quality and henceforth Harvey decides to reject the goods and ask for compensation from the supplier. However Lewis informs Harvey that he is unable to reject the goods and can not sue the supplier due to the term of the company that the buyer waives any right to bring action under sections 12-15 of Sale of Goods Act, 1979.

****Relevant facts****

The facts that required to be noted in order to provide Harvey with prudent advice are;

* The agreement and the transfer of goods in this case is commercial.
* Harvey has not bought the good based on the samples but he bought the products in good faith and trust on the verbal description by Lewis. As per section 13 of the act the goods need to match the description of the goods.
* Lewis provided a copy of the terms and conditions to Harvey that Harvey has not read.
* The paint does not match the said quality as mentioned by the seller.
* 200 of the tiles were broken and unusable.
* The delivery of the bricks was not on time.

****Issue****

Apparently, the buyer’s need have not been met by the supplier and in the case of the B2B transfer of goods the supplier has breached the contract by failing to deliver the bricks on time. Considering the failure of delivering the goods to be a minor issue in relation to the other issues that have occurred, it can be stated that the rights of the consumer is not protected under the hidden terms and condition of the Litt building company. However, the buyer can be termed as knave as he has not read the terms and conditions before entering into a B2B transfer. However, it is relevant to note that Harvey agreed to buy the paint in a good faith and it is not possible to analyze and evaluate the paint before applying it as the issue was durability of the paint. The requirement was a particular paint that is durable and suitable enough to withstand different weathers. However, only after 5 days the paint started to peel off from the wall. Another important factor is that the tiles, which were delivered, can not be used in any condition as 50 of the tiles were damaged and broken.

Therefore, as per the Consumer Rights Act of 2015 the section 11 has been breached by the suppliers. The liability under section 14 of the Sale of Goods act applies where the seller of the goods have sold the goods in the course of a business and the liability under section 14 is strict and it is completely independent of the proof of fault on the part of the seller[[1]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn1" \o "). Therefore, it can be considered that the buyer in this case Harvey has been subjected to the debauchery of the suppliers. But it is important to keep in mind that the company deals with its own standard terms and conditions that refrain the customers to bring any action against the company regarding rejection of goods or compensation due to late delivery as per sections 12-15 of Sale of Goods Act, 1979.

****Law****

***Description:***

As per the guidelines of Section 13(1)[[2]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn2" \o ") of Sale of Goods Act, there is an implied term that the goods that are sold by description needs to correspond to the stated description. This is applicable in the private and the business-to-business sales contracts[[3]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn3" \o "). This is applicable in this case as the goods were sold to Harvey based on description and Harvey was not provided with any sample of the goods. The right of the buyer in case of Harvey is not protected as it comes under the terms and conditions of Litt Builders Company.

Section 13(1) is concerned with the description and not the quality. As here the issue lies in the quality of the product it is important to focus on other relevant sections[[4]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn4" \o ").

As far as the Consumer Rights Act is concerned section 11(1) of the subsequent act a sale that has been conducted based on description, the description needs to be aligned with the delivered product. As the paint was sold by description on part of Lewis and it does not match the description of the statement and the quality is not up to the mark with the sated level it can be considered as the breach of this section on the part of the supplier.

***Quality and fitness for purpose***

A section 9 (1) of Consumer Rights Act 2015 implies that the goods need to be of satisfactory quality and section 9 (2) [[5]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn5" \o ")applies an objective test to determine the satisfactory quality of the goods.  Section 9 (3)[[6]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn6" \o ") of the act mentions that quality of the goods includes in particular the fitness for the purpose, appearance and finish, freedom from minor defects, safety and durability. As per Section 9 (4) the Consumer Rights Act of 2015[[7]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn7" \o ") if the defect was bought to the buyer’s attention at the time of the contract. Therefore, this section can be applied in the case as Harvey was not informed of the broken tiles at the time of the contract.

Section 9 (5)[[8]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn8" \o ") also mentions that the quality of goods also includes the public statement made regarding the characteristic of the product. As Lewis made a public statement regarding the quality of the paint and its applicability with the need to Harvey, this section has also been breached.

***BSS Group Plc v Makers (UK) Ltd (t/a Allied Services) [2011] EWCA Civ 809******[[9]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn9" \o ")***

This particular case reflected the issue of fitness to the purpose. The supplier or the seller BSS Group Plc supplied a particular type of adapter and valve to the makers for a plumbing project. However, the type of adapter was not compatible and with few hours of activation, the valve blew off. As per the Section 14 (3)[[10]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn10" \o ") of Sale of Goods Act implies that any supplied good need to be fit to the purpose of the buyer.  Referring to the case of  *Griffiths v Peter Conway Ltd [1939] 1 All ER 685*the court stated that it is not applicable for the prevalent case  on the basis that BSS knew the fact that there were no relevant facts regarding the valves and the adapter. Being a specialist dealer the company lacked their sense of judgement. The court also stated that  a case in which the buyer has made known its purpose clear to the seller and  there is on face value an implied condition of fitness for purpose which the seller can only defeat by proof that the purchaser did not rely on or that it was unreasonable for him to rely on the skill or judgement of the seller.

This is relevant to this particular scenario as Harvey made his requirements clear regarding the paints that the supplier failed to comply with.

***Trebor Bassett Holdings Ltd & Anor v ADT Fire and security Plc [2011] EWHC 1936******[[11]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn11" \o ")(TCC)***. This case is also another example in which the supplier failed to comply with the section fitness to the purpose.

Advice

The supplier with whom Harvey dealt does not comply with the sections 12-15 of the Sale of Goods Act. However, the agreement does not mention anything regarding the rights of the consumers. Therefore, Harvey is free to appeal to the Court regarding his damages due to late delivery and damaged goods. Under the Consumer Rights Act of 2015 section 19 (3) clearly implies that the breaches of sections 9, 10, 11, 13 or 14 implies that the buyer has the short term right to reject the goods (sections 20 and 22)[[12]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn12" \o "). As per section 23 the consumer also has the right to repair or replacement. Therefore, Harvey can appeal to court and plead for replacement of the tiles and also can ask for repairing the already painted buildings. As mentioned in sections 20 and 24, he also has a right to ask for a price reduction and apply the final right to reject[[13]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn13" \o ").

As per sections, 20 and 22 the trader is obliged to provide a refund. Harvey has notified the sales representative of the company within 30 days of the issue[[14]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn14" \o "). Complying with section 23 Harvey can ask for a repair or replacement within six months. As it is a business to consumer transfer and Harvey is representing a company and failed to meet the deadlines due to the debauchery of the suppliers, it is important that he notifies the court regarding the unethical prudent behaviour of the supplier that caused him professional and personal damage. However, it is important for him to provide evidence that the goods were damaged from the beginning.

The evidence can be gathered from his conversation with Lewis. As the sales representative of the company has informed him of the fact that their company is not aligned with the Sections 12-15 of Sale of Goods Act,  Harvey through the company he works for, can send the dealers a legal notice asking for compensation against the damaged buildings due to the wrong paint and also can reject the bricks due to delay. As far as the files are, concerned Spector Builders Ltd can ask for replacement of the tiles and can reject the goods because of its damaged condition as well. Therefore, Harvey can appoint a public prosecutor in order to send the successive supply company the legal notice regarding the breach of the mentioned sections of the Consumer Rights Act of 2015[[15]](https://www.abcassignmenthelp.com/application-of-sale-of-goods-act" \l "_ftn15" \o ").

****Conclusion****

It is important for the purchasers in case of business to consumer purchases to ensure that the purpose of the purchase has been made clear to the seller and the limitation clauses of the supplier. In the light of the above study, it can be concluded that Litt Building company can not be sued for the breaches under Sale of Goods Act, 1979 but is possible for Harvey to acquire righteousjustice under the Consumer Rights Act of 2015.