



THE STATUTES OF THE REPUBLIC OF SINGAPORE

SUPPLY OF GOODS ACT 1982

2020 REVISED EDITION

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Supply of Goods Act 1982

ARRANGEMENT OF SECTIONS

PART 1

Section

Contracts for transfer of property in goods

1. Contracts concerned
2. Implied terms about title, etc.
3. Implied terms where transfer is by description
4. Implied terms about quality or fitness
5. Implied terms where transfer is by sample
- 5A. Modification of remedies for breach of statutory condition in non-consumer contracts for transfer of goods

Contracts for hire of goods

6. Contracts concerned
7. Implied terms about right to transfer possession, etc.
8. Implied terms where hire is by description
9. Implied terms about quality or fitness
10. Implied terms where hire is by sample
- 10A. Modification of remedies for breach of statutory condition in non-consumer contracts for hire of goods

Exclusion of implied terms, etc.

11. Exclusion of implied terms, etc.

PART 2

[Sections 12 to 16 relating to supply of services not applicable]

PART 3

17. *[Omitted]*
18. Interpretation
19. Short title and transitional

An Act to amend the law with respect to the terms to be implied in certain contracts for the transfer of the property in goods and in certain contracts for the hire of goods and for connected purposes.

[12 November 1993]

PART 1

Contracts for transfer of property in goods

Contracts concerned

1.—(1) In this Act, “contract for the transfer of goods” means a contract under which one person transfers or agrees to transfer to another the property in goods, other than an excepted contract.

(2) For the purposes of this section, an excepted contract means any of the following:

- (a) a contract of sale of goods;
- (b) a hire-purchase agreement;
- (c) a transfer or agreement to transfer which is made by deed and for which there is no consideration other than the presumed consideration imported by the deed;
- (d) a contract intended to operate by way of mortgage, pledge, charge or other security.

(3) For the purposes of this Act, a contract is a contract for the transfer of goods whether or not services are also provided or to be provided under the contract, and, subject to subsection (2), whatever is the nature of the consideration for the transfer or agreement to transfer.

Implied terms about title, etc.

2.—(1) In a contract for the transfer of goods, other than one to which subsection (3) applies, there is an implied condition on the part of the transferor that in the case of a transfer of the property in the goods he has a right to transfer the property and in the case of an agreement to transfer the property in the goods he will have such a right at the time when the property is to be transferred.

(2) In a contract for the transfer of goods, other than one to which subsection (3) applies, there is also an implied warranty that —

- (a) the goods are free, and will remain free until the time when the property is to be transferred, from any charge or encumbrance not disclosed or known to the transferee before the contract is made; and
- (b) the transferee will enjoy quiet possession of the goods except so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.

(3) This subsection applies to a contract for the transfer of goods in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the transferor should transfer only such title as he or a third person may have.

(4) In a contract to which subsection (3) applies, there is an implied warranty that all charges or encumbrances known to the transferor and not known to the transferee have been disclosed to the transferee before the contract is made.

(5) In a contract to which subsection (3) applies, there is also an implied warranty that none of the following will disturb the transferee's quiet possession of the goods, namely:

- (a) the transferor;
- (b) in a case where the parties to the contract intend that the transferor should transfer only such title as a third person may have, that person;
- (c) anyone claiming through or under the transferor or that third person otherwise than under a charge or encumbrance disclosed or known to the transferee before the contract is made.

Implied terms where transfer is by description

3.—(1) This section applies where, under a contract for the transfer of goods, the transferor transfers or agrees to transfer the property in the goods by description.