

Rights of Buyer

The following are the rights of a buyer:

1. Right to take Delivery

It is a right of the buyer to take delivery of the goods according to the terms of the contract.

2. Right to Reject

If the seller sends to the buyer a larger or smaller quantity of goods against the contract, the buyer may reject or accept the whole or accept some and reject the rest. He can refuse to accept the goods in installments.

3. Right to Notice of Insurance

When goods are sent by the seller to the buyer via sea route, the buyer

has a right to be informed by the seller so that he may get the goods insured.

4. Right to Examine

The buyer has a right to examine the goods which he has not previously examined before he accepts them.

5. Right to Sue for Damages

When the seller refuses to deliver the goods to the buyer, the buyer may sue the seller for damages caused by non-delivery.

6. Right to Sue for Price

If the buyer has paid the price and the goods are not delivered, he can recover the amount.

7. Right to Sue for Performance

The buyer may sue the seller for specific performance of the contract. If the goods are specific, the court may order for the performance of the contract.

8. Right to Sue for Breach of Warranty

When there is a breach of warranty by the seller, the buyer cannot reject the goods. He can sue for damages only.

9. Right to Cancel the Contract

When the seller cancels the contract before the date of delivery, the buyer may cancel the contract or wait for the date of delivery.

10. Right to Sue for Interest

When there is a breach of contract on the part of seller, the buyer has a right to claim interest on the amount.

Duties of Buyer

The following are duties of the buyer:

1. Duty to Accept Goods

It is the duty of the buyer to accept the goods and pay for them according to the terms of the contract.

2. Duty to Apply for Delivery

It is the duty of the buyer to apply for delivery of the goods.

3. Duty to Demand delivery

It is the duty of the buyer to demand for the delivery of goods at a reasonable time.

4. Duty to take Risk of Deterioration

When the seller agrees to deliver the goods at his own risk at a place other than where they are when sold, the buyer shall take a risk of deterioration in the goods.

5. Duty to Inform Seller

It is the duty of the buyer to inform the seller if he refuses to accept the

goods.

6. Duty to take Delivery

It is the duty of the buyer to take delivery of the goods within a reasonable time.

7. Duty to Pay Price

When the ownership in goods passes to the buyer, it is the duty of the buyer to pay the price according to the contract.

8. Duty to Pay for Damages

When the buyer refuses to accept and pay for the goods, he will have to compensate the seller for the damages for non-acceptance.