**Case study**

1. *Maggie McGlumpha bought a tumble dryer in a sale from Thunderbolt & Lightning, an electrical retail store in Inverness. The store was selling the appliance for the very reasonable price of £250. About two months later, when Maggie was using the dryer, a latent defect in the wiring of the appliance caused it to short circuit with the result that it caught fire. The combination of flames and thick black smoke belching out of the dryer completely destroyed Maggie’s new fitted kitchen - not to mention the clothes which were in the dryer at the time. Luckily, Maggie had popped down to the shops when the incident occurred and she was unhurt.*

**Question 1**: **Is Maggie entitled to bring a legal action against Thunderbolt & Lightning for selling her a defective tumble dryer and will it matter that she purchased the goods in a sale?**

2. *Maggie’s son Charlie, who was visiting from Australia, was not as lucky as his mother. He was in the house having a nap on the sitting room couch. Charlie was later taken to hospital and diagnosed as suffering from serious smoke inhalation and severe shock*.

**Question 2: What legal action, if any, can Charlie pursue as a result of the injuries that he has suffered?**

 3.*Thunderbolt & Lightning is now claiming that the defect in the appliance is not their problem. If Maggie wishes to take matters further, she should contact the manufacturer of the tumble dryer as the problem clearly centres around a manufacturing defect, the existence of which the store could have had no knowledge. Maggie has pointed out to the manager that she did purchase the goods partly on the strength of the manufacturer’s three year guarantee which the sales assistant heavily pushed before the sale was concluded.*

**Question 3**: **Do you think that Thunderbolt & Lightning will be able to escape liability to Maggie by claiming that the manufacturer was responsible for the defects in the goods?**

*4. The Manager of Thunderbolt & Lightning has drawn Maggie’s attention to a very large and prominent sign at the cash desk which states:*

***IMPORTANT CUSTOMER NOTICE***

*Thunderbolt & Lightning Electrical Suppliers Ltd would like to draw to the attention of customers that all products are purchased at the buyer’s own risk and that the store cannot be held responsible for any loss, damage or injury that customers may experience when using any goods from our product range whether caused by the negligence of our employees or any other individual.*

*Thunderbolt & Lightning Electrical Supplies Ltd expressly excludes the provisions of the Sale of Goods Act 1979 (as amended) and, particularly, the implied terms of the said Act.*

*This notice is an important term of your contract of sale with Thunderbolt & Lightning Electrical Suppliers Ltd.*

**Question 4: Do you think that Thunderbolt & Lightning will be able to rely on the above exclusion clause to escape any potential liability to Maggie?**

**Question 5: Presuming that Maggie’s legal action is successful, what remedies will she be entitled to claim against Thunderbolt & Lightning?**