

Republic of Moldova

PARLIAMENT

LAW no. LP105/2003

of 13.03.2003

on Consumer Protection*

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AMENDED

[LP168 of 26.07.18, MO333-335/24.08.18 Article 549 in force since 14.02.19](#)

NOTE:168

The word ‘prescribed’ in the text of the law shall be replaced by the text ‘set out by normative acts’ under [LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19](#)

This law sets out the legal bases for the state protection of persons acting as consumers and transposes Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 on unfair business-to-consumer practices in the internal market and amending Directive 84/450/ECC of the Council, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) no. 2006/2004 of the European Parliament and of the Council, published in the Official Journal of the European Union (OJ) no. L 149/22 of 11 June 2005, and Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, published in the Official Journal of the European Union L171 of 7 July 1999.

Chapter I

GENERAL PROVISIONS

Article 1. Notions

For the purpose of this law, notions in the Law no. 279/2017 informing consumers on foodstuff, Law no. 235/2011 on accreditation and conformity assessment activities shall be used and the following main notions shall be defined:

[\[Article 1 amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

consumer - any individual who intends to order or purchase or orders, purchases or uses products and services for needs unrelated to entrepreneurial or professional activity;

business operator – any individual or business authorised to carry out entrepreneurial activity, producing, transporting or selling products or parts of products, providing services (carrying out works);

producer:

- business operator producing a finished products, a component part of a product or raw material;
- business operator affixing his/her name, trade mark or other distinctive sign to the product;
- business operator reconditioning the product;
- business operator changing the characteristics of the product;
- representative, registered in the Republic of Moldova, of a business operator whose headquarters are located outside the Republic of Moldova;
- business operator importing products;
- distributor or seller of the imported product if the importer is unknown;
- distributor or seller of the product, if the importer cannot be identified, if he/she failed to inform the injured party of the identity of the importer within 30 days from the request;

seller - any individual or business authorized to carry out entrepreneurial activity, performing commercial activity in relations with consumers;

provider - any individual or business authorized to carry out entrepreneurial activity, providing services;

product - good intended for individual consumption or use; it also refers to electricity, heat, gas and water delivered for individual consumption.

Commercial practices deem it as product any good or service, including immovable property, related rights and obligations;

service - activity, other than that generating product, carried out to satisfy some needs of consumers;

work - set of actions by which a product is obtained or its characteristics are changed;

non-hazardous (safe) product, service – product, service that poses no risk to the life, health, heredity or goods of consumers or environment;

hazardous product, service – product, service that cannot be defined as non-hazardous;

durable product – complex technical product, made up of parts or subassemblies, designed and built to be used during the service life and which may be subjected to repair or maintenance works;

[\[Article 1 notion ‘prescribed requirements’ excluded by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

service life - period of time, established by the producer (business operator producing a product), in which durable products must maintain their functional characteristics, on the condition that the rules for transport, handling, storage and use are observed;

[\[Article 1 notion in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

shelf life/date of minimum durability - period of time/date set by the producer (business operator producing a product) for a non-food product, other than that for which a service life is established, within which/until which the product must maintain its original specific characteristics, provided that the rules for transport, handling, storage and use are observed;

[\[Article 1 notion in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

warranty period - period of time, set out by this law or declared, which runs from the date the product, service was provided and within which the seller, provider or producer undertakes to the consumer, without requesting additional costs, to refund the price paid, to replace, to repair or maintain the product purchased, the service provided or to deal with products, services in any way if they do not meet the conditions set out in the warranty statement or related advertising;

[\[Article 1 notion in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

quality - set of characteristics of a product, service, which gives it the ability to satisfy, according to the destination, the explicit or implicit needs;

declaration of conformity - written assurance, based on a decision taken following an assessment, by which the producer or his/her authorized representative confirms with certainty that the product complies with the specified requirements;

unfair term - contractual clause which, not being negotiated individually with the consumer, creates, contrary to the requirements of good faith, by itself or together with other contractual provisions, to the detriment of the consumer, a significant imbalance between the rights and obligations of the parties arising from the contract;

making available on the market - the supply on the market of a product for distribution, consumption or use in the course of a commercial activity in return for payment or free of charge;

falsified (counterfeit) product - product, manufactured from other components, in other proportions or under conditions other than those established in the technical specifications, characterised as genuine;

[\[Article 1 notion in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

impaired (defective) product – product, service not corresponding to requirements set out in normative acts or declared ones;

[Article 1 notion in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

flaw (shortcoming) - defect of a product, service, which makes it inadequate to the requirements set out in the normative acts or declared ones and which manifests itself and can be found only during the use and/or storage of that product, service;

hidden flaw (shortcoming) - defect in the quality of a product, service, which, existing at the time of delivery of the product or provision of the service, was not known by the consumer and could not be detected by ordinary means of verification;

damage - material and/or moral harm done to the consumer as a result of destruction, damage or reduction of property and also the harm done to his/her life, health and heredity as a result of the consumption and/or use of impaired products, services or as a result of refusal or unreasonable delay of the conclusion of the service provision agreement;

economic interest - set of requirements of the consumer to the seller, the provider regarding free remedial action, replacement or return of cost of the impaired product, service and regarding compensation for the caused damage, as well as other requirements connected with material consumer interest;

collective consumer interests - interests of several consumers who suffered or are likely to suffer damage due to violation;

[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

market surveillance activities - actions of a competent authority responsible for establishing whether cross-border violations took place in its territory;

[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

competent authority - any public authority appointed at national level, having certain powers of ensuring compliance with the normative acts protecting consumer interests;

[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

requesting body - competent authority that makes a request about rendering mutual assistance;

[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

requested body - competent authority that receives a request about rendering mutual assistance;

[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

single liaison office - national public authority responsible for coordinating the cooperation concerning cross-border violations in the field of consumer protection;

[\[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

cross-border violation - any action or other omission contradicting the normative acts protecting consumer interests, which affects/may affect collective consumer interests in one or several EU member states and the Republic of Moldova, in states other than those where the act or omission in question originates or took place or in the territory of which the responsible trader/provider or where the proofs/assets connected with this action or omission are found is established;

[\[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

public consumer association - public association the single purpose of which is to protect the legitimate rights and interests of consumers, with no profit seeking for its members;

code of conduct - agreement or set of rules, not stipulated by the legislation or administrative orders, defining the conduct of traders committing to observing them in connection with one or several commercial practices or in one or several sectors of activities;

trading decision - any decision made by a consumer on opportunity, method and conditions of acquisition of the product, the payment method (partial or full), on preserving or refusing the product or on exercising a contractual right in relation to the product, which can lead to action or inaction by the consumer;

essential distortion of consumers' economic behaviour - use of a commercial practice significantly influencing capability of consumers to make an informed decision and determining them to adopt a trading decision which would not have otherwise made;

professional diligence - level of specialized competence and judiciousness which the trader can reasonably use in relation to consumers, according to fair commercial practice and/or with the general principle of good faith in the field of activity;

distributor - business operator in the supply chain, other than the producer or the importer, who provides the market with products and ensures transfer of ownership from the producer to the consumer;

purchase invitation - commercial message specifying characteristics and the price of product in accordance to the means of commercial message used for this purpose, and which induces the consumer to purchase this product;

unreasonable impact - use of a strong position in relation to the consumer to exercise pressure on him/her, even without using physical force or threatening to use it, in a manner that significantly limits capability of the consumer to make an informed decision;

commercial practices (practices used by traders in relations to consumers) - any action, omission, behaviour, statement or commercial message, including advertising and sale performed by the trader in close connection with promotion, sale or delivery of products to consumers;

in charge of the code of conduct - any entity, including the trader or group of traders in charge of drawing up and reviewing the code of behaviour and/or overseeing its observance by those committing to doing so;

executor - any individual or business authorised to carry out entrepreneurial activity, performing works in relations with consumers;

trader - any individual or business who, in commercial practices covered by this law, operates within its commercial, industrial, production or craftsmen activity, as well as any person acting for commercial purposes on behalf or for benefit of any trader;

declared requirements – any public statements concerning the main characteristics of the product manufactured by the seller, producer or his/her authorized representative, in particular, by means of advertising or labelling;

legal conformity guarantee - legal protection of the consumer resulting by operation of law in relation to non-compliance, which is the legal obligation of the seller or producer to the consumer, without requiring additional costs, to make the product comply with the requirements and which includes the refund of the price paid by the consumer, replacement, repair or maintenance of the product;

[\[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

commercial guarantee - any optional commitment made by the seller or trader to the consumer, without requesting additional costs, to refund the price paid or to replace, repair or maintain the goods in any way if they do not comply with the specifications or any other condition of the guarantee certificate or relevant advertising available at the time or before the conclusion of the contract;

[\[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

open auction - a method of sale by which the trader offers products or services to consumers, who participate or have the opportunity to participate in person in the auction, through a transparent, competitive bidding procedure, conducted by an auctioneer and in which the winning bidder is obliged to purchase the products or services;

repair - in case of non-compliance, bringing a product in accordance with the sale-purchase contract.

complaint - a written statement, supported by documentary evidence, by which a trader has committed or is likely to commit a violation of the normative acts that protect consumer interests.

[\[Article 1 notion introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19\]](#)

Article 2. Scope

(1) This law lays down the general requirements for consumer protection, ensuring the necessary framework for unrestricted access to products and services, complete information

on the main characteristics thereof, protection and assurance of legitimate rights and interests of consumers in the event of unfair commercial practices, their participation in substantiating and making decisions that interest them as consumers.

(2) This law shall apply to the incorrect commercial practices of traders towards consumers, specified in Article 13(10¹), before, during and after a commercial transaction was carried out in connection with a product or service.

(2¹) This law regulates aspects regarding the sale of products and associated guarantees, as well as of products that should be manufactured or processed and which are purchased based on a sale-purchase contract.

(2²) This law sets out aspects related to conditions under which authorities in charge of enforcing consumer protection normative acts cooperate across borders to ensure compliance with these acts and the proper functioning of the internal market and to improve the protection of consumers' economic interests.

[Article 2 para. (2²) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) This law is without prejudice to:

- a) legal provisions on aspects related to consumer health and product safety;
- b) legal provisions establishing the competence of the courts;
- c) legal provisions governing the testing and marking of items of precious metals
- d) specific provisions in certain fields regarding unfair commercial practices. Where special laws contain such provisions, they shall apply as additional requirements to those provided for by this law, and where special laws contain requirements more restrictive on unfair commercial practices, the requirements of special laws shall apply.
- e) special provisions on foodstuffs.

[Article 2 para. (3) letter e) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3¹) Provisions of Articles 16¹, 18, 18², Article 18³ paras. (1)-(11) and of Article 18⁴ shall not apply to:

- a) second-hand products that are sold through the open auction procedure, where the consumer has the opportunity to participate in person;
- b) products sold following seizure, under an enforcement procedure or based on another act issued by courts;
- c) water and natural gas, electricity and heat that are not up for sale in a limited volume or in a fixed quantity.

Article 3. Legal regulation of consumer protection relations

(1) Consumer protection relations are regulated by this law, Civil Code, other laws and normative acts in the field concerned.

(2) |Consumer protection state control over individuals practicing entrepreneurial activity shall be planned, performed, registered and contested in accordance with the provisions of Law no. 131/2012 on state control on entrepreneurial activity.

Article 4. International agreements

If international agreements to which the Republic of Moldova is a party provide for norms other than those contained in the national legislation on consumer protection, norms of international agreements shall apply.

Article 5. Unfair terms

Provisions of the Law on unfair terms in contracts concluded with consumers prohibit traders from including unfair terms in such contracts.

Article 6. Fundamental rights of consumers

Every consumer shall have the right:

- a) to have his/her rights protected by the state;
- b) to be protected against the risk of acquiring a product, a service that could affect his/her life, health, heredity or security, or harm his/her legitimate rights and interests;
- c) to free remedy or replacement, refund of the value of the product, service or corresponding price reduction, damage repair (non-pecuniary included), caused by the impaired product or service;
- c¹) not to pay the equivalent value of the taxi transportation services, if the driver fails to issue the paper/electronic receipt;
- d) to complete, correct and precise information regarding the purchased products, services;
- e) to training in the field of his/her rights;
- f) to organise in consumer protection public associations;
- g) to refer to public authorities and to have his/her interests represented by them;
- h) to notify the consumer protection associations and public authorities on infringement of his/her legitimate consumer rights and interests, and to submit proposals in order to improve the quality of products, services.

Chapter II PROTECTION OF LIFE, HEALTH, HEREDITY AND SECURITY OF THE CONSUMER

Article 7. Specific provisions on protection of life, health, heredity and security of the consumer

(1) The Government, via central public administration bodies, shall establish norms and regulations specific to the protection of life, health, heredity and security of the consumer when:

a) products are produced, placed and/or made available on the market, preserved, packaged, labelled, handled, transported, stored, prepared for sale and sold;

[Article 7 para. (1), letter a) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

b) products are delivered and used and services are provided.

(2) Certificates of conformity or declarations of conformity, as well as other documents shall accompany products made available on the market, according to the law.

(3) Producing, storing, making available on the market and selling products, as well as providing services that do not meet the requirements in the technical regulations applicable or in the normative acts, or that, used under normal conditions, may put life, health, heredity and security of consumers at risk shall be prohibited.

[Article 7 para. (3) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(4) Producing, placing and/or making available on the market, storing, displaying for sale and selling falsified (counterfeit) products shall be prohibited.

[Article 7 para. (4) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(5) Producing, making available on the market, storing, displaying for sale and selling products, as well as providing services that do not meet the requirements in the normative acts shall be prohibited.

[Article 7 para. (5) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(6) Making available on the market, storing, displaying for sale and placing on the market of products, as well as providing services in the absence of the certificate of conformity, declaration of conformity and documents of origin shall be prohibited, unless otherwise provided for by the legislation, or with the unlawful use of the SM or CE conformity marking.

[Article 7 para. (6) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(7) Placing and/or making available on the market and selling non-food products with an expired shelf life/date of minimum durability shall be prohibited.

[Article 7 para. (7) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(8) Altering the shelf life/date of minimum durability or 'use-by' date indicated on the product, on the label, on the packaging or in the enclosed documents shall be prohibited.

[Article 7 para. (8) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(9) The producer shall be required to indicate in the documents accompanying the product, service, on the label, or by other means, the rules of use, storage and safe transport of the product, service, and the seller, the provider must inform the consumer thereof.

Article 8. Obligations of the producer

The producer shall be required:

a) to place and/or make available on the market exclusively non-hazardous products, which satisfy the requirements in the normative acts and declared ones and which must be accompanied by documents attesting compliance, as well as by other documents, under the legislation;

[Article 8 letter a) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

b) to stop deliveries, respectively to withdraw from the market or from the consumers, the products found by supervisory bodies or own specialists to conflict with the requirements in the normative acts or declared ones or which might put life, health, heredity and security of the consumer at risk, should this measure be the only means of eliminating such non-compliance;

[Article 8 letter b) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

c) to ensure that hygienic-sanitary conditions are observed;

d) to be held accountable for the damage caused by the improper product during the entire service life or shelf life/up to the date of minimum durability or ‘use-by’ date, provided that the consumer complies with the transport, storage, preservation, use and consumption rules.

[Article 8 letter d) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 9. Obligations of the seller

The seller shall be required:

a) to ensure that products for sale are non-hazardous and comply with the requirements in the normative or declared ones;

[Article 9 letter a) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

b) not to sell products known or considered as hazardous;

c) to notify immediately the market surveillance authorities, as well as the respective producer, about the existence on the market of any product known as hazardous and/or counterfeit;

[Article 9 letter c) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

d) to withdraw from the market the products found by supervisory bodies or own specialists to conflict with the requirements in the normative acts or declared ones or which might put life, health, heredity and security of the consumer at risk, should this measure be the only means of eliminating such non-compliance;

[Article 9 letter d) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

e) to ensure that technical conditions set out by the consumer in relation to the product are observed;

f) to provide a receipt or another document attesting the purchase of the product, according to a regulation approved by the Government;

g) to keep the registry of complaints in a visible place and to register consumer complaints according to a regulation approved by the Government;

h) to ensure that hygienic-sanitary conditions are observed;

i) to be held accountable for the damage caused by the improper product during the entire service life or shelf life/up to the date of minimum durability or 'use-by' date, provided that the consumer complies with the transport, storage, keeping, use and consumption rules.

[Article 9 letter i) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

j) to receive and settle consumer complaints within a period of time of up to 14 calendar days from the date the consumer informed the seller of the non-conformity of the product and handed it over to the seller or to the person designated by him/her in this respect based on a delivery-receipt document.

[Article 9 letter j) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 10. Obligations of the provider

The provider shall be required:

a) to use, when providing the services, exclusively non-hazardous products and procedures which must be certified, if the legislation so provides;

b) to notify immediately the competent authorities, as well as the respective producer, about the existence of any product known as hazardous or counterfeit when providing the service;

c) to provide exclusively the services that do not put life, health, heredity and security of consumers or their economic interests at risk;

d) to comply with the requirements set out in the normative acts or declared ones, as well as with the contractual clauses;

e) to ensure, when providing the services, that technical conditions established by the producer in relation to the product are observed;

f) to provide a receipt or another document attesting the provision of the service, according to a regulation approved by the Government;

f¹) to ensure, when providing taxi transportation services, the display at sight of the notice with the following content: 'If the driver fails to issue or hand out the receipt on paper and/or in electronic form, the consumer shall be entitled not to pay for the trip'.

g) to ensure that the service is provided (when it contains spoken or textual elements) in the Moldovan language, according to a regulation approved by the Government;

h) to keep the registry of complaints in a visible place and to register the consumer complaints, according to a regulation approved by the Government;

h¹) to receive and settle consumer complaints within a period of time of up to 14 calendar days from the date the consumer informed the provider of the non-conformity of the service;

[Article 10 letter h¹) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

i) to ensure that hygienic-sanitary conditions are observed;

j) to be held accountable for the damage caused by the improper provision of the service.

Article 11. Obligations of business operators related to durable products

Business operators importing and/or selling durable products and related spare parts shall be required to conclude contracts for the technical service of the products sold on the territory of the country during the warranty and post-warranty period with the companies specialized in technical service and repair of such products. Producing companies may independently repair and service durable products.

Chapter III PROTECTION OF CONSUMER ECONOMIC INTERESTS

Article 12. Specific provisions on the protection of consumer economic interests

(1) The Government shall approve regulations preventing and combating practices affecting consumer economic interests,

(2) The business operator shall be required to place and/or make available on the market exclusively products that meet the requirements in the normative acts or declared ones and to provide communal services exclusively under a contract concluded individually with consumers and/or their legal representatives or under a different legal basis.

[Article 12 para. (2) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) The seller shall be required, at the consumer's request, to prove that the product or service was subjected to a quality control, should normative acts require so.

(4) The consumer shall be entitled to ask the seller or the provider to remedy or replace, free of charge, or to properly reduce the price or refund the value of the product, service by terminating the contract for this product, service. He/she shall also be entitled to compensation for losses arising from shortcomings found within warranty period or shelf life, or up to the date of minimum durability, if the consumer complies with the installation, use and storage instructions and rules set out in the enclosed documents.

[Article 12 para. (4) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(5) The consumer, after the warranty period expires, may ask the seller or the provider to remedy or replace, free of charge, or to properly reduce the price or refund the value of the product, service by terminating the contract for this product, service, which cannot be used for the purpose for which they were sold, as a result of hidden defects occurring during operation thereof.

(6) The provider shall be required, when providing services, including communal services, to use measuring instruments that are appropriate, legalized and verified from a metrological point of view, in the established manner, according to the requirements in the normative acts.

(7) The seller shall be required to measure the products offered to consumers using their own measuring instruments that are also adequate, legalize and verified from a metrological point of view, in the established manner. Indications of the measuring instruments must also be explicit to and at the sight of the consumer.

[Article 12 para. (8) repealed by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 13. Unfair commercial practices

(1) Unfair commercial practices shall be prohibited.

(2) A commercial practice is deemed unfair in the following cases:

a) it conflicts with the requirements of professional diligence; and

b) it distorts or is likely to distort significantly the economic behaviour of the average consumer aimed by it or of the average member of a group, in case a commercial practice aims at a certain group of consumers.

(3) Commercial practices that may materially distort the clearly identifiable economic behaviour of a particular vulnerable group of consumers should be assessed from the light of the average member of the group. The consumer group is particularly vulnerable to that practice or product aimed by it for reasons of mental or physical infirmity, age or credulity, its economic behaviour being reasonably predictable by the trader. This prediction is without prejudice to ordinary and legitimate advertising practices which consist of exaggerated statements or statements that are not intended to be taken as such.

(4) Unfair commercial practices are, in particular:

a) misleading, for the purpose of the provisions of paras. (5)-(12);

b) aggressive, for the purpose of the provisions of paras. (13)-(15).

(5) Misleading commercial practices may be misleading actions or misleading omissions.

(6) A commercial practice is deemed to be a misleading act if it contains false information or in any other way, including by the general presentation, misleads or may mislead the average consumer and, in any event, determines or is likely to determine the consumer to make a trading decision that he/she would not have otherwise made, even if the information is in fact correct on one or more of the following:

a) existence or nature of the product;

b) main characteristics of the product, such as: availability, advantages, possible foreseeable risks, manufacture, composition, accessories, after-sales assistance and handling of complaints, manner and date of manufacture or provision, delivery, ability to meet the purpose, use, quantity, shelf life/date of minimum durability or 'use by' date, specifications, geographical or commercial origin, results to be obtained from use, results and essential characteristics of tests or checks carried out on the product;

[Article 13 para. (6) letter b) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

c) extent of the trader's involvement, the motivation of the commercial practice and the nature of the sale process, as well as all the statements or all the symbols that suggest the sponsorship or the direct or indirect support granted to the trader or the product;

d) price or the method of calculating the price or the existence of a specific advantage regarding the price;

e) need for a service, a separate part, replacement or repair;

f) nature, powers and rights of the trader or his/her representative, such as:

identity and assets, qualifications, status, authorization, affiliation or ties, intellectual or commercial property rights or rewards and distinctions received;

g) consumer's rights, including the right to benefit from the remedy, replacement or refund of the value of the improper product, service, price reduction as a result of contract termination under the conditions of Article 18 (13) and 18¹.

(7) A commercial practice is also considered to be a misleading act if, in the context of the facts and taking into account all the characteristics and circumstances, such a practice determines or is likely to determine the average consumer to make a trading decision which he/she would not have otherwise made, should such practice involve:

a) any commercial activity related to the product, including comparative advertising, creating confusion with another product, another brand, name or other distinctive signs of a competitor;

b) non-compliance by the trader with the obligations provided in the code of conduct, which he/she has undertaken to comply with, if:

- his/her commitment is not an aspiration, but an obligation firmly assumed and verifiable; and
- in a commercial practice, he/she indicates that he has undertaken to comply with that code.

(8) A commercial practice is deemed to be a misleading omission if, in the context of the facts and taking into account all the characteristics and circumstances, as well as the space and time limits imposed on the means of communication used to transmit information, such practice omits essential information necessary for the average consumer, taking into account the context, to make an informed trading decision and, therefore, determines or is likely to determine the average consumer to make a trading decision that he/she would not have otherwise made.

(9) A commercial practice is also considered as misleading omission in case when, taking into account aspects provided for in para. (8), a trader conceals essential information or provides it in an unclear, unintelligible, ambiguous or misleading manner or does not declare his/her true commercial intention, if it does not already result from the context, and when, in any case, the average consumer is determined or may be determined to make a trading decision that he/she would not have otherwise made.

(10) If the means of communication used to transmitting commercial practices impose space or time limits, when establishing whether such practice is a misleading omission or not, such limits, as well as any measures taken by the trader to make the information available to the consumer by other means shall be taken into account.

(11) In the case of purchase invitation, the following information shall be considered essential for the determination of unfair commercial practices, if it does not already result from the context:

- a) main characteristics of the product, taking into account the means of communication used and the product;
- b) registered office and other identification data of the trader and, if he/she acts on behalf of another trader, the registered office and other identification data of the trader;
- c) price with all taxes included or the method of its calculation - in case the price cannot reasonably be calculated in advance, taking into account the nature of the product. In addition, where applicable, additional costs for transport, delivery or postage shall be considered essential, or, if such costs cannot reasonably be calculated in advance – it shall be specified that the consumer should incur additional cost;
- d) methods of payment, delivery, execution and examination of complaints, if they differ from the requirements of professional diligence;

e) mentioning the right of waiver or termination, in the case of products and transactions involving this right.

(12) The following commercial practices shall be considered to be misleading in any case:

a) declaring by the trader that he/she is a signatory to a code of conduct whereas he/she is not;

b) displaying a certificate, a quality mark or an equivalent without obtaining the necessary authorization;

c) stating that a code of conduct has received the approval of a public entity or another entity whereas the approval has not been received;

d) asserting that a trader, including his/her commercial practices or a product has been permitted, approved or authorized by a public or private entity without a real basis or without fulfilling the necessary conditions for the permission, approval or authorization obtained;

e) launching an invitation to purchase products at a certain price if the trader does not disclose in the invitation the existence of reasonable grounds to consider that he/she will not be able to supply, personally or via another trader, those products or similar products at the same price, in a reasonable time and quantity, taking into account the product, the extent of advertising and the price offered;

f) launching by the trader an invitation to purchase products at a certain price, in order to promote a similar product, to subsequently resort to one of the following actions: to refuse the presentation of the product that was the object of advertising; to refuse to take orders for that product or deliver it within a reasonable time; to present a defective sample;

g) stating falsely that a product will be available only for a very limited period of time or that it will be available only under certain conditions, for a very limited period, in order to obtain an immediate decision and deprive consumers of other possibilities or sufficient time to make an informed choice;

h) committing by the trader to providing an after-sales service to consumers without clearly informing them, before engaging in the transaction, of the language in which he/she provides the service if, before concluding the transaction, the trader communicated with the consumer in a language other than the official language of the State in which the service is provided;

i) asserting or creating the impression that a product can be legally sold whereas this is not possible;

j) presenting the rights offered to consumers by law as a distinct feature of the trader's offer;

- k) using an editorial context in the media in order to promote a product for the advertising of which the trader has paid, but the advertising not being clearly specified neither in the content nor through images or sounds easily identifiable by the consumer (disguised advertising);
- l) launching unfounded statements regarding the nature and extent of the risk to the personal security of the consumer or his/her family where the consumer does not purchase the product;
- m) promoting by the trader, with the intention of misleading the consumer, of a product which resembles a similar product manufactured by a particular producer, so that the consumer believes that the product is manufactured by that producer;
- n) creating, operating or promoting a pyramid promotional system, which a consumer takes into account due to the possibility of receiving remuneration only as a result of the introduction of another consumer in the system and not as a result of sale or consumption of products;
- o) asserting by a trader that he/she ceases his/her activity or that he/she settles elsewhere whereas this is not true;
- p) stating that a product can increase the chances of winning at gambling;
- q) claiming unfoundedly that the product can cure diseases, dysfunctions or malformations;
- r) transmitting inaccurate information regarding the conditions offered by the market or regarding the possibility of purchasing the product with the intention to determine the consumer to buy the product under conditions less favourable than those normally offered by the market;
- s) asserting, within a commercial practice, that a contest will be organized or a prize will be offered for promotional purposes without awarding the promised prize or a reasonable equivalent;
- t) describing a product as 'free', 'free of charge' or in similar terms where the consumer has to incur other costs, in addition to the unavoidable costs resulting from commercial practice, including payment for delivery or collection of the product;
- u) including in the advertising materials an invoice or a similar document regarding the payment, by which the consumer is given the impression that he/she has already ordered the promoted product, when, in fact, he/she did not order it;
- v) stating falsely or creating the false impression that actions of the trader are not related to his/her commercial, industrial, production or craftsmen activities or presenting him/her falsely as a consumer;
- w) creating the false impression that the after-sales service for a product is available in a state other than that in which the product is sold.

(13) A commercial practice is considered to be aggressive if, in the context of the facts and taking into account all the characteristics and circumstances, such a practice limits or is likely to significantly limit freedom of choice or conduct of the average consumer with respect to the product through harassment, coercion, including through the use of physical force or unjustified influence, and therefore the given practice determines or is likely to determine the consumer to make a trading decision that he/she would not have otherwise made.

(14) In determining whether a commercial practice uses harassment, coercion, including physical force or undue influence, the following shall be taken into account:

- a) time, place, nature and/or duration of the commercial practice;
- b) resorting to threats, abusive language or behaviour;
- c) knowingly exploiting by the trader of any adverse event or of any particularly serious situation that affects the way of thinking of the average consumer in order to influence the consumer's decision regarding the product;
- d) any onerous or disproportionate obstacle, not provided for in the contract, imposed by the trader, when the consumer wishes to exercise his/her contractual rights, including the right to terminate the contract, to change the product or to contact another trader;
- e) any threat to take measures in the event that they cannot be taken legally.

(15) The following commercial practices shall be considered to be aggressive in any case:

- a) creating the consumer's impression that he/she cannot leave the trader's premises until a contract is concluded;
- b) carrying out personal visits to the consumer's place, ignoring his/her request to leave or not to come back, unless otherwise provided for by the law with a view to fulfilling a contractual obligation and to the extent permitted;
- c) requesting insistently and undesirably by telephone, fax, email or other means of distance communication, unless otherwise provided for by the law with a view to fulfilling a contractual obligation and to the extent permitted;
- d) requesting a consumer wishing to execute an insurance policy to submit documents which, reasonably, shall not be considered relevant to establish whether the claim is valid or systematically ignoring the relevant correspondence in order to determine the consumer to refrain from exercising his/her contractual rights;
- e) including in an advertisement a direct call addressed to minors to buy the promoted products or to convince their parents or other adults to buy the promoted products;

f) requesting an immediate or subsequent payment for the return or keeping in safe conditions of the product that was provided by the trader, but which the consumer did not request;

g) informing explicitly the consumer that, if he/she does not buy the product or service, the trader risks losing his/her service or livelihood;

h) creating the false impression of the consumer that he/she has won or will win a prize or other equivalent benefit or that he/she will win if he/she undertakes a certain action, when, in reality, there is no prize or other equivalent benefit, when taking possession of the prize or other equivalent benefit is conditioned by the payment of a sum of money or the bearing of a cost by the consumer.

Article 14. Competences and right of referral regarding unfair commercial practices

(1) In order to stop and combat unfair commercial practices, the persons or authorities that, according to the law, have a legitimate interest may:

a) file an action in court;

b) notify the supervisory body in the field of consumer protection, according to the field of competence, so that it either decides on complaints or initiates actions in court against traders who have committed or are likely to commit unfair commercial practices.

(2) Traders, should they disagree with the referral, must prove that statements made in the referral in relation to the commercial practice undertaken are inaccurate and shall be required, at the request of the courts or the supervisory body in the field of consumer protection, according to the area of competence, to provide them with supporting documents.

(3) If documents specified in para. (2) are not submitted within a reasonable term, but does not exceed 15 calendar days, and/or if they are recognized as insufficient, statements made in the referral shall be deemed as grounded.

(4) The competing traders may inform the Competition Council of the unfair commercial practices or may initiate actions in court against the traders who have committed or are likely to commit unfair commercial practices.

Article 15. Liabilities and sanctions for resorting to unfair commercial practices

1. Taking into account all the interests involved and, in particular, the public interest, the competent courts or the supervisory body in the field of consumer protection, according to the area of competence:

a) order the cessation or initiation of appropriate legal procedures for the cessation of unfair commercial practices, according to procedures and duties established by the Contravention Code;

b) order the prohibition or initiation of appropriate legal procedures for the prohibition of unfair commercial practices, even if they have not yet been applied, but which is

imminent, according to procedures and duties established by the Contravention Code;

c) request the submission by the Coordinating Council of Audiovisual, within 5 working days, of data identifying individuals and businesses involved in the audiovisual advertising, considered unfair commercial practice, as well as a copy of the broadcasted advertising material.

(2) If, in order to eliminate the effects of unfair commercial practices, their cessation, respectively their prohibition was ordered, and the decision of the respective body remained irrevocable, the court that issued the final court decision, respectively the supervisory body in the field of consumer protection, according to the area of competence, may request the trader:

a) to publish the decision, in full or in part, in the form it deems appropriate;

b) to publish an additional communiqué regarding the recovery measures.

(3) Publication, under the conditions of para. (2) shall be made, in all cases, in a widely circulated newspaper, at the expense of the trader.

(4) This law shall not exclude the control that individuals responsible for the codes of conduct may carry out according to the provisions of the codes of conduct that the traders have undertaken to observe.

(5) The control specified in para. (4) shall not exclude or limit the right of consumers, public consumer associations or competitors to notify the person responsible for the code of conduct, nor the right of consumers or associations to address the supervisory body in the field of consumer protection, according to the area of competence or the competent court.

Article 16. Conclusion of contracts

The consumer, when concluding contracts, shall have the following rights:

a) to take decisions on his/her own when purchasing the product, the service, without being put under unfair terms in contracts, which may favour the use of unfair commercial practices, likely to influence his/her option;

b) to benefit from a clear and precise wording of contractual clauses, including those relating to the main features and warranty conditions, a clear indication of the price or tariff, as well as a precise setting of the credit and interest conditions;

(b¹) to take notice in advance of the text of the contract intended for conclusion;

(c) to be exempted from payment for products, services which have not been requested;

(d) to be compensated for damage caused by products, services that do not comply with the requirements laid down in the normative acts or declared ones or contractual clauses;

(e) to be provided with the necessary technical service and spare parts for the entire life of the product, as set out in the normative acts or declared ones by the producer or agreed by the parties;

(f) to pay exact pre-determined amounts for the products, services he/she benefits from; increasing the initial price is possible only with the consent of the consumer.

[Article 16 letter f) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 16¹. Product compliance with the specifications contained in the sale-purchase contract

(1) The seller shall be required to deliver to the consumer products that are in accordance with the sale-purchase contract.

(2) Products shall be considered to be in accordance with the sale-purchase contract if they:

a) correspond to the description made by the seller and have the same qualities as the products that the seller presented to the consumer as a sample or model;

b) correspond to the specific purpose requested by the consumer, a purpose made known to the seller and accepted by him/her at the conclusion of the sale-purchase contract;

c) correspond to the purposes for which products of the same type are normally used;

d) being of the same type, have normal quality characteristics and performances, which the consumer can reasonably expect, given the nature of the product and public statements regarding its concrete characteristics, made by the seller, the producer or his/her authorized representative, in particular through advertising or written on the product label.

(3) The following action shall not be considered as non-conformity within the meaning of this article if, at the time of concluding the sale-purchase contract, the consumer knew or could not reasonably afford not to know about such non-conformity or if the non-conformity originates in the materials provided by the consumer.

(4) The seller shall not bear responsibility for the public statements mentioned in para. (2) letter d), in any of the following situations, if he/she evidences that:

a) did not know and could not reasonably have known about the statement in question;

b) the declaration has been rectified before concluding the sale-purchase contract; or

c) the decision to purchase the product could not be influenced by such public statements.

(5) Any non-conformity resulting from an incorrect installation of the products shall be considered equivalent to a non-conformity of the products if such installation is provided for in the sale-purchase contract and the products were installed by the seller or under his/her responsibility.

(6) Provisions of para. (5) shall also apply where the product to be installed by the consumer is installed by him/her and the incorrect installation is due to an error in the installation instructions.

Article 17. Establishing the service life, the shelf life, the warranty period

(1) The producer, the provider shall be required to establish a service life for durable products, including their components and accessories which, after the expiry of a certain period of time, may endanger the life, health, heredity and security of the consumer or may cause damage to his/her property or the environment.

(2) The producer shall be required to set the shelf life/date of minimum durability for non-food products, other than those for which the shelf life is set, which, after the expiry of a certain period of time, may endanger the life, health, heredity and security of the consumer or may cause damage to his/her property or the environment.

[Article 17 para. (2) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) The seller may not set a warranty period shorter than the one set by the producer.

[Article 17 para. (3) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(4) Where the producer failed to establish a warranty period for durable products, the consumer shall benefit from the rights provided for in Article 18 para. (2), in case non-conformities occurred within 2 years from the delivery of the product.

(5) The seller, the producer shall be required to ensure the possibility of using durable products for the entire service life. For this purpose, they shall have be required to ensure their repair and technical service, as well as to provide spare parts and components in the necessary volume and assortment, for the entire service life, and, in case the service life is not provided - within 10 years from the date of sale. Where the date of sale cannot be determined, the service life shall be calculated from the date of production.

[Article 17 para. (5) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(6) In case the activity of the seller of durable products ceases, he/she shall transmit his/her obligations to ensure the possibility of using durable products during the entire service life to the individual or business that takes the status of successor.

[Article 17 para. (6) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 18. Consumer rights in case of non-conformity of the product

(1) The seller shall be liable to the consumer for any non-conformity existing at the time of delivery of the product.

(2) In case of non-conformity, the consumer shall be entitled to request the seller to ensure conformity of the product free of charge, by repairing or replacing it, according to paras. (3)-(12), or to benefit from the corresponding reduction of the price or the refund of the equivalent value for this product by terminating the contract, under the conditions of paras. (14)-(16) and (20).

(3) The consumer shall be entitled, at his/her own discretion, to request the seller to repair or replace the product in first place, free of charge in each case, unless the respective remedial measure is impossible or disproportionate.

(4) The term 'free', provided for in paras. (2)-(3), shall refer to all costs that are necessary to bring the product into conformity, including postage, transport, handling, diagnosis, expertise, disassembly, assembly, labour, materials used and packaging costs.

In the case of products weighing more than 10 kg or exceeding 200 cm in height and circumference, the transport to the seller for repair, replacement, reduction of the price and return of the value of these goods shall be made with the forces and means of the seller aimed by the consumer, within the locality where the trade unit where the product was purchased is located, as well as the consumer's place of residence.

If the seller/producer fails to comply with this provision, the consumer may transport and return the goods on behalf of the seller/producer. The seller/producer shall reimburse the reasonable expenses for the transportation and return of the goods based on the supporting documents submitted by the consumer.

[Article 18 para. (4) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(5) A remedial measure shall be considered disproportionate if it imposes unreasonable costs on the seller compared to the other remedial measure, taking into account:

[Article 18 para. (5) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

- a) the value of the product, if non-conformity did not exist;
- b) the importance of non-conformity;
- c) the possibility of achieving another remedial measure without any significant nuisance to the consumer.

d) the repeated appearance of a non-conformity of the product after being already repaired.

(6) A remedial measure shall be considered impossible if the seller cannot provide identical products for replacement or spare parts for repair, including in the absence of related equipment or technology.

(7) Any repair or replacement of the products shall be made within a reasonable period of time, established by mutual agreement, in writing, between the seller and the consumer, without any significant nuisance to the consumer, taking into account the nature of the product and the purpose for which the consumer requested the product. The time limit set out may not exceed 14 calendar days from the date on which the consumer informed the seller of the non-conformity of the product and handed it over to the seller or to the person designated by him/her under a delivery-receipt document. This term may be extended only with the consent of the consumer and shall be stipulated in the contract.

[Article 18 para. (7) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(8) In case the product is subjected to repair, only new spare parts shall be installed in it.

(9) In case the product is kept for repair or replacement, the seller shall be required to provide the consumer with a written proof, containing the elements of his/her and product identification, as well as the deadline for resolving the complaint.

(10) If the consumer has requested the seller to replace the non-compliant product with a similar product of another model, the purchase price shall be recalculated.

(11) If, at the time of addressing the consumer, the business operator does not have a product similar to the returned one, the consumer shall be entitled to request a refund of the value of the product and the seller shall be required to receive the product and return the amount paid.

(12) If, instead of repairing the product, the seller delivers a compliant product or returns the value of the product, he/she may request the consumer to return the non-compliant product under the rules on the effects of termination of the contract.

[Article 18 para. (12) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(13) The consumer may not request the replacement of products in the case of second-hand products.

(14) The consumer may request a corresponding reduction in the price or refund of the value of the product by terminating the contract in any of the following cases:

a) he/she does not benefit from the right to repair or replace the product;

b) the seller has not carried out the remedial measure within a period of 14 calendar days or within the term agreed with the consumer in accordance with para. (7);

[Article 18 para. (14) letter b) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

c) the seller failed to carry out the remedial measure without causing, or caused a significant nuisance to the consumer;

[Article 18 para. (14) letter c) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

d) when a non-conformity occurred to the product after a remedial measure has been already carried out according to paras. (3)-(12), if the consumer refused to repair or replace the product;

e) when a non-conformity was detected to the product within 6 months from the delivery of the product, if the consumer refused to repair or replace the product.

(15) The amount of the price reduction for non-compliant products shall be established by mutual agreement of both parties (seller and consumer).

(16) The consumer shall not be entitled to request a refund of the value of the product by terminating the contract if the non-conformity is minor. Non-conformity without a substantial influence on the use of the product shall be considered minor.

(17) In the case of foodstuffs, pharmaceuticals that do not meet the requirements set out in the normative acts or declared ones, the seller shall be required, at the request and option of the consumer, to replace them or to return their equivalent value.

(18) When refunding the value, the price of the product shall be taken into account on the date of examination of the complaint - if its price has increased, and the price on the date of purchase - if its price has decreased.

(19) The seller, the provider shall have the same obligations for the product, the service replaced as for the product sold, the service provided initially.

(20) The corresponding reduction of the price or refund of the value of the product within the warranty period, in case of shortcomings not attributable to the consumer, shall be made unconditionally by the seller within 14 calendar days from the date the consumer submitted the complaint or within the term established in the contract, under the conditions referred to in paras. (14)-(18).

[Article 18 para. (20) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(21) In the case of household electrical products, the seller shall be required, when the consumer submits the substantiated requirement according to the provisions of para. (2), to provide him/her with a similar product, free of charge, within 3 days, during the remedial period, bearing the transport costs.

(22) In case shortcomings are detected in products consisting of separate elements in various gaskets, sets, which have their warranty terms, the consumer shall have the right to submit one of the complaints referred to in para. (2) both regarding the whole gasket, the whole set, and some defective parts.

Article 18¹. Consumer rights in case of non-conformity of the service provided

(1) With regard to services, the free remedy of shortcomings, which are not attributable to the consumer, the free replacement under the conditions of Article 18 para. (4), the corresponding price reduction or refund of the value shall be applied if shortcomings were found during the provision or receipt of the service or within the warranty period. The provider shall carry it out within a maximum of 14 calendar days from the date of submission of the complaint by the consumer or within the time limit provided for in the contract.

[Article 18¹ para. (1) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2) The provider shall ensure all operations and bear all expenses necessary to remedy shortcomings found in the services provided, replace products used within such services, including to transport, handle, diagnose, expertise, disassemble, assemble and pack, or to reimburse the value of improper services within the warranty period.

(3) The consumer shall be entitled to terminate the contract for the provision of the service of unimpaired quality at any time, on condition that he/she pays the provider a part of the price, proportional to the part of the service provided before the provider receives the notice to terminate the contract, unless otherwise provided in the contract.

Article 18². Recourse proceedings

If the seller is liable to the consumer for the non-conformity resulting from an action or omission of the producer or business operator in the same contractual chain, the seller shall have the right to institute recourse proceedings against the person responsible for non-conformity, according to law.

Article 18³. Time limits

(1) The seller's liability for the legal conformity guarantee shall be assumed if the non-conformity occurs within 2 years, calculated from the delivery of the product. If the seller has established a term of commercial guarantee longer than the legal conformity guarantee of 2 years, the seller's liability, according to the provisions of Article 18, shall be assumed if the non-conformity appears within the commercial guarantee term offered.

[Article 18³ para. (1) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2) For products whose service life is less than 2 years, the term provided in para. (1) shall be reduced to this period.

(2¹) For products other than durable ones, such as footwear, fabrics, glassware and ceramics, the seller shall be held liable if the non-conformity occurs within 30 days of the date they were sold.

[Article 18³ para. (2¹) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) In the case of second-hand products, the seller may not provide a guarantee.

[Article 18³ para. (3) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(4) The consumer must inform the seller about the non-conformity within 2 months from the date of detection.

(5) Unless proven otherwise, any non-conformity detected within 6 months from the delivery of the product shall be presumed to have existed at the time of its delivery, unless the presumption in question is incompatible with the nature of the product or the nature of the non-conformity.

(6) When shortcomings are eliminated by replacing a spare part or component part of the product, for which warranty periods are established, the warranty period for new spare parts or components shall be calculated from the day of release of the repaired product to the consumer.

(7) For seasonal products (footwear, clothing, fur products, etc.) purchased before the beginning of the respective season, the warranty period shall be calculated from the beginning of the season: for the winter period - from October 1, for the summer period - from April 1, the seller's liability being assumed in accordance with the provisions of para. (2¹).

[Article 18³ para. (7) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(8) The date of purchase of the product shall be established based on the receipt or any other document confirming the purchase of the product or based on other means of proof (including witness testimony) that may allow for the date and place of purchase to be set out.

(9) The period during which the product has not been used, due to the remedying of shortcomings shall appropriately extend the warranty period. The warranty period shall be suspended from the moment the seller is notified until the product is put in proper running order.

(10) In case of hidden defects, appeared after the warranty period expired, the term established in Article 18 paras. (7) and (20) shall run from the date of completion of the technical expertise performed in accordance with Article 185 para. (3).

[Article 18³ para. (10) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(11) In the case of repair services for durable products in the post-warranty period, the minimum warranty period shall constitute 6 months.

(12) Defective durable products, for reasons that are not attributable to the consumer, within the term provided for in paras. (1) - (3) or within the warranty period established in accordance with Article 18⁴ para. (3) letter b), when they cannot be repaired or when the cumulative duration of non-operation caused by shortcomings exceeds 10% of the duration of this term, the seller shall replace them, at the consumer's request, and if they cannot be replaced, he/she shall return the value of that product to the consumer.

[Article 18³ para. (12) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 18⁴. Guarantees

(1) The commercial guarantee shall be legally binding on the bidder under the conditions laid down in the guarantee certificate and related advertising.

[Article 18⁴ para. (1) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2) The guarantee certificate shall contain information on the rights conferred by law on the consumer and shall clearly state that these rights are not affected by the commercial guarantee provided.

[Article 18⁴ para. (2) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) The guarantee certificate shall specify the content of the commercial guarantee and the essential elements necessary for making claims under the guarantee, in particular:

[Article 18⁴ para. (3) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

- a) the identification elements of the product;
- b) the warranty period;
- c) the territorial scope of the guarantee;
- d) the ways of ensuring the guarantee - repair, replacement, refund of the equivalent value, the implementation conditions and time limit;

e) the name and address of the guarantor (producer, seller and enterprise specialized in technical service).

(4) The guarantee certificate shall be drafted in simple and easy to understand terms, in the state language.

(5) The guarantee certificate shall be provided on paper or on any other durable medium, available and accessible to the consumer.

(6) If the commercial guarantee does not comply with the provisions of paras. (2)-(4), its validity is not affected, the consumer having the right to request the seller to fulfil the guarantee, in accordance with the law.

[Article 18⁴ para. (6) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(7) Contractual clauses or agreements concluded between the seller and the consumer before the non-conformity is known by the consumer and communicated to the seller, which limits or removes, directly or indirectly, the consumer rights provided for by this law shall be null and void.

(8) The consumer rights provided in Articles 18, 18¹, 18³ and 18⁴ paras. (1)-(7) shall be exercised without prejudice to other rights that the consumer may invoke according to the legal provisions governing contractual or non-contractual liability.

(9) In case no commercial guarantee is offered, the seller shall inform the consumer, upon request, of the rights provided for in Article 183, by a written document, on paper or on any other durable medium.

[Article 18⁴ para. (9) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 18⁵. Procedure for submitting and settling complaints

(1) During the warranty period, consumers shall first submit complaints regarding non-compliant products to the seller or supplier.

(2) Upon submission of the complaint, the consumer shall submit a copy of the receipt or a copy of another document confirming the purchase (including the guarantee certificate).

(3) If the seller/provider refuses to satisfy the consumer's complaint according to the provisions of Article 18 para. (2) and Article 18¹ para. (1) arguing that non-conformity occurred for reasons attributable to the consumer and he/she disagrees with such a conclusion, the seller/provider shall be required to prove the fault of the consumer regarding shortcomings in the product sold, the service provided by the technical expertise performed by a competent third party, authorized in accordance with the law. In this case, within a maximum of 14 calendar days from the date of submission of the complaint, the seller/provider shall notify the consumer about the submission of the request for carrying out the expertise, by a written document, on paper or on

any other durable medium, to the contact details of the institution empowered to carry out the expertise and, at the request of the consumer, to send him/her the proof of registration of the request for expertise of the corresponding product in the respective institution. Otherwise, the seller/provider shall be required to meet the requirements provided for in Article 18 para. (2) and Article 18¹ para. (1).

[Article 18⁵ para. (3) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3¹) The consumer shall have the right to participate in the expertise in person or through his/her representative.

(4) In case of refusal to satisfy the consumer's complaint by repairing or replacing free of charge, appropriately reducing the price or refunding the value of the non-compliant product or non-compliant service provided, the seller, the provider shall submit the refusal in writing. Failure to present the refusal within the term established in para. (3) shall be considered tacit refusal.

(5) If the consumer disagrees with the results of the examination of the complaint or in case of refusal to satisfy the complaint, the consumer shall be entitled to refer to the consumer protection competent authorities or, according to civil procedure, to court, attaching to the petition a copy of the seller's reply or, in the case of tacit refusal, the documents attesting the submission of the complaint to the seller.

Article 19. Replacement of the product of unimpaired quality

(1) The consumer shall be entitled to request the seller, in the trade unit where the product was purchased, to replace, within 14 days, a non-food product of unimpaired quality with a product similar to the one purchased, if he/she considers the shape, dimension, model, size, colour of the product not fit or if it cannot be used as intended for other reasons, with the corresponding recalculation in case of price difference.

[Article 19 para. (1) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2) If the product to be replaced is missing, the consumer shall have the right to terminate the contract, and the seller shall be required to return the value of the product.

(3) The consumer's request to replace the product or to return its value shall be executed if the product is not used, has not lost its consumption qualities and if there is evidence that it was purchased from the seller in question.

(4) The list of non-food products of unimpaired quality that cannot be replaced with a similar product shall be attached to the annex to this law.

Article 20. Compensation for damage

(1) The consumer shall be entitled to claim compensation for damage caused by impaired products, services regardless of whether or not he/she was in contractual relations with the seller, the provider.

(2) The seller, the provider shall repair the damage even if the product is delivered, the service is provided free of charge or at a reduced price or if the product has been sold as spare parts or distributed in another form.

(3) The seller, provider shall repair the damage (including the non-pecuniary one) if it was caused during:

a) the shelf life or until the date of minimum durability - for the products for which this term/date is established;

[Article 20 para. (3) letter a) in the wording LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

b) service life - for long-term products;

c) 2 years - for products for which the shelf life/date of minimum durability or service life was not established.

[Article 20 para. (3) letter c) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(4) The non-pecuniary damage caused to the consumer by the producer, seller, provider by violating his/her rights provided by this law, as well as by other normative acts, shall be repaired in the amount established by the court.

(5) The non-pecuniary damage shall be repaired regardless of the compensation for the pecuniary damage caused to the consumer.

(6) In order to compensate for the damage caused to the consumer, he/she must prove the damage.

Chapter IV

SPECIFIC PROVISIONS RELATED TO SERVICE PROVISION (WORK EXECUTION)

Article 21. Obligations of the provider (executor) upon service provision (work execution)

(1) The provider (executor) shall be required to ensure service provision (work execution) within the terms and conditions established in the specific regulations or stipulated in the service (work execution) contract.

(2) Where the provider (executor) failed to start service provision (work execution) in a timely manner or if, during service provision (work execution), it became clear that the service (work) will not be provided within the established term, or if the term for

service provision (work execution) has expired, the consumer shall be entitled, optionally:

a) to establish a new term for the provider (executor), within which he/she must start and end the service provision (execution of the work), and to request the reduction of the price for the service (work);

b) to terminate the service provision (work execution) contract and to claim the reparation of the damage caused by violating the term for the start and end of the service provision (work execution).

(3) The new terms for the service provision (work execution) established by the consumer shall be stipulated in the service provision (work execution) contract.

(4) The consumer's complaints regarding the failure to comply with the terms of service provision (work execution) shall not be satisfied if the provider (executor) proves that the delay occurred due to force majeure.

(5) When completing the work, the provider (executor) shall draw up a work completion act that is to be signed by the consumer with or without reservations.

(6) Maintenance and repair services for the constructive elements of residential buildings shall be provided by managers of these buildings, according to the tariffs established in the corresponding way.

Article 22. Providing the service (executing works) using the material of the provider (executor)

(1) The provider (executor) shall be required to provide the service (to execute the work), according to the contract, using own materials and means if the consumer does not request it to be provided (executed) using his/her material.

(2) The provider (executor) shall bear responsibility for the quality of his/her material.

(3) The material of the provider (executor), the tools, technical means and the like, necessary for the provision of the service (execution of the work), shall be transported to the place of provision of the service (execution of the work) by the provider (executor).

Article 23. Providing the service (executing works) using the material (object) of the consumer

(1) If the service is provided (the work is executed) in full or in part using the material (object) of the consumer, the provider (the executor) shall be responsible for the integrity of this material (object) and for its correct use.

(2) The provider (executor) shall be required to warn the consumer that the material (object) transmitted by him/her is flawed or of poor quality, which shall be recorded in the contract, as well as to submit a report on the use of the material (object) and return the remaining part.

(3) In case of total or partial loss (damage) of the material (object) taken from the consumer, the provider (executor) shall be required, with the consent of the consumer, to replace it, within 10 days, with a material (object) of a similar quality, and if it is missing - to reimburse the consumer the double cost of the material (object), as well as the expenses incurred.

(4) The ignorance by the provider (executor) of the specific properties of the material (object) shall not exonerate him/her from liability.

(5) The cost of the material (object) handed over to the provider (executor) shall be established by the consumer and recorded in the service provision (work execution) contract or in another document (receipt, order).

(6) The provider (executor) shall not be responsible for the total or partial loss (damage) of the material (object) taken from the consumer if he/she has been warned in writing about the specific properties of the material (object), which may cause its loss (damage) in total or in part.

(7) The provider (executor) shall be required to inform in time the consumer on the circumstances that may influence the quality of the service provided (work executed).

(8) The provider (executor) shall be entitled to terminate the service provision (work execution) contract and to request full compensation for expenses incurred, if the consumer, although informed in time and in a proper manner, will not replace the defective or non-qualitative material in time, will not change the indications regarding the provision of the service (execution of the work) or will not remove other circumstances that may reduce the quality of the service provided (work performed).

Chapter V

CONSUMER INFORMATION

Article 24. The right of consumers to information

Consumers shall have the right to be informed, fully, correctly and precisely, about the characteristics of products and services offered by business operators so that they have the possibility to make a rational choice, according to their interests, between the products and services offered and be able to use them, as intended, in complete safety.

Article 25. Obligations of business operators regarding consumer information

(1) Consumers shall mandatorily be informed about products, services offered through identification elements and by indicating their characteristics, which are written clearly and explicitly on the product, label and packaging or in the technical book, in the operating instructions or in other documents accompanying the product,

the service, as the case may be, depending on their destination. The information shall be legible, printed in distinct letters and characters to the consumer.

(2) Placing on the market and/or making available on the market products, providing services in the absence of complete, truthful and correct information in the Moldovan language or in the Moldovan and Russian languages shall be prohibited.

[Article 25 para. (2) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) The producer (packager) must provide information on the name of the product, the name and trade mark of the producer (or the name of the importer), his/her address (telephone number, if applicable), mass/volume, main quality characteristics, composition, additives used, possible risks, how to use, handle, store, preserve or store, contraindications, producing country, warranty period, service life, shelf life and date of production, in accordance with the technical regulations and national standards in force.

[Article 25 para. (3) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3¹) Consumers shall be provided with food information in accordance with Law no. 279/2017 on provision of food information to consumers.

[Article 25 para. (3¹) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(4) Durable products must be accompanied by the guarantee certificate, as well as by the technical book or by the instructions for use, installation, maintenance, drawn up by the direct producer.

[Article 25 para. (4) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(5) Sellers and service providers must inform consumers about the selling price of the product and the price per unit of measurement of the product (when applicable) or about the tariff of the service provided, to provide all the information specified in para. (3), to provide data on the conformity assessment and, as the case may be, the technical documents that must accompany the product or service.

(6) All information, including verbal information, on products, services provided to consumers, accompanying documents, as well as concluded contracts, must be presented in the Moldovan or Moldovan language and one of the languages of international circulation.

(7) The information regarding services provided must include, according to the regulations in force, the term of provision, the guarantee term, the tariffs and the possible risks.

[Article 25 para. (7) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(8) Business operators shall be required to prove to consumers, at their request, the way of use and the functionality of durable products to be sold.

(9) Submitting, by any means, some statements and characteristics that do not comply with the real parameters of products, services shall be prohibited.

(10) Prices and tariffs must be displayed at sight in a clear and explicit form.

The Government shall approve regulation on indication of the prices of products offered to consumers.

(11) The seller, the provider shall be required to sell products and provide services only in authorized places and spaces, according to legal regulations.

(12) The seller, the provider shall be required to indicate the address and telephone number of the consumer protection competent authority, the information on the warranty period for products, services offered, as well as the information on mandatory presence of the receipt or a another document confirming the purchase of the product, provision of the service, when examining the complaint. Agency for Consumer Protection and Market Surveillance shall establish the unified format and structure of the consumer information panel and place it on its website.

(13) The seller, the provider, including if they carry out commercial activity outside the authorized premises, shall be required to display at sight their name, license if required by law, as well as to display the work schedule and comply with it.

Article 26. Consumer protection training

(1) Consumer protection training shall be ensured by establishing systems for consumer information on their rights, by taking the necessary measures for the protection of such rights, by organising seminars, editing publications on the subject and by other actions undertaken by consumer protection competent authorities and non-governmental structures, as well as through the media and other interested bodies.

(2) Consumer education (training) is part of the curriculum.

Chapter VI

CONSUMER PROTECTION AUTHORITIES

Article 27. Central public administration authorities with responsibilities in the field of consumer protection

(1) The state shall protect consumer rights by developing and promoting at state level the consumer rights policy, drafting and enacting laws and other specialized normative acts, organizing and exercising state control and supervision over

compliance with legislation in the field, as well as of product and service requirements established in the normative acts or declared ones.

(2) The Ministry of Economy and Infrastructure is the central specialized body of the public administration responsible for drafting state consumer protection policy, which has the following main duties in the field of consumer protection:

- a) coordinating and promoting consumer protection state policy;
- b) ensuring the development of the consumer protection legislative framework by transposing the relevant European directives into national legislation;
- c) coordinating the activity of the competent consumer protection public administration bodies referred to in Article 28 paras. (1)-(23);
- d) coordinating activities of informing and educating citizens on their rights as consumers;
- e) organising the activity of the Coordinating Council for Consumer Protection and Market Surveillance (hereinafter referred to as the Coordinating Council), which acts as an advisory body that brings together designated representatives of central public administration authorities, market surveillance authorities, customs body, public consumer associations and sectoral professional associations;
- f) representing the Republic of Moldova in the international consumer protection bodies.
- g) ensuring that third states and the European Commission are informed of the competent authorities and the single liaison office for cross-border consumer protection cooperation and way of contacting them.

[Article 27 para. (2) letter g) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2¹) The Agency for Consumer Protection and Market Surveillance is the administrative authority that coordinates the control of compliance with the consumer protection legislation at national level, having the status of national contact point.

(3) The Agency for Consumer Protection and Market Surveillance has the following main tasks:

a) implementing the consumer protection policy jointly with the specialized central bodies of the public administration, with the administrative authorities subordinated to the ministries and other central administrative authorities subordinated to the Government, who have control powers in the field of consumer protection, with the local public administration authorities with powers in the field and with the public consumer associations;

a¹) monitoring the consumer protection activity carried out by the competent administrative authorities referred to in Article 28 para. (2);

a²) drawing up, jointly with the other competent consumer protection authorities, and approving methodologies, instructions, guides, methodical recommendations regarding the application of the consumer protection normative framework;

b) examining and developing, jointly with the other competent consumer protection authorities, as well as submitting proposals to draft consumer protection legislative acts or other normative acts regarding the manufacture, packaging, labelling, preservation, storage, transport, placing and/or making available on the market, marketing of products, in connection with the provision of services, so that they do not endanger the life, health or security of consumers, do not affect their legitimate rights and interests, as well as regarding the rules for carrying out trade activities;

[Article 27 para. (3) letter b) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

c) participating, in collaboration with domestic and foreign organizations and institutions, in the implementation of domestic and international consumer protection programs, within the competences incumbent upon it under the law;

d) organising information, counselling and education activities for consumers regarding their legitimate rights;

e) collaborating with public consumer associations in order to inform consumers about their legitimate rights and way of defending them;

f) informing consumers on products and services that put their health and safety at risk, as well as on unfair commercial practices that may affect their economic interests;

g) supervising compliance with the consumer protection legislation, including the gambling activity, compliance with the requirements regarding safety of non-food products, introduced or made available on the market for consumers;

g¹) supervising the market for the conformity of the non-food products introduced or made available on the market, of applicable essential requirements, as well as controlling the conformity of services provided, including tourism, the requirements established in the normative acts and/or declared ones, except for the areas assigned to the competence of other bodies, according to Article 28 para. (2);

h) taking samples of non-food products made available on the market for analysis and testing in accredited laboratories;

i) performing metrological supervision of compliance by individuals and businesses with the legislative acts and other normative acts in the field of legal metrology;

i¹) preparing, together with other competent consumer protection authorities, and approving the annual consumer protection report, and ensuring its publication on its official web page;

- j) submitting, on a regular basis, reports and summaries to the Ministry of Economy and Infrastructure and to the interested central public administration authorities regarding its own consumer protection activity and the results of market surveillance;
 - k) detecting contraventions, examining contravention cases and applying sanctions in accordance with the provisions of the Contravention Code;
 - l) delivering decisions to remedy, replace, refund the value of the non-compliant product, service, according to Article 18 (13), 18¹ and 18⁵, to be enforced within maximum 14 calendar days from the date of receipt by the business operator;
 - m) delivering decisions to terminate unfair commercial practices;
 - n) delivering decisions to prohibit unfair commercial practices, even if they have not been applied, but being imminent to do so;
 - o) requesting information on measures taken by business operators in order to remedy the shortcomings detected;
 - p) referring to the licensing authority if cases of marketing of counterfeit and/or hazardous products are found or in case of other violations, in order to suspend or withdraw the license;
 - p¹) suspending the activity of the commercial unit in case the business operator sells counterfeit and/or hazardous products or submitting to the court the request for cessation of the activity of the commercial unit;
 - q) notifying the accredited conformity assessment bodies, based on its own findings, consumer or public consumer associations referrals, regarding the non-conformity of products and services made available on the market, accompanied by certificates of conformity;
 - r) examining consumers' complaints in order to protect their legitimate rights;
 - s) protecting the legitimate rights and interests of consumers by means provided for by law;
 - t) providing individuals and businesses with specialized consumer protection advice;
 - t¹) providing administrative consumer protection authorities with methodical assistance regarding the application and control of compliance with the consumer protection legislation;
 - t²) coordinating the cooperation activity between the competent authorities of the Republic of Moldova regarding cross-border consumer protection violations;
- [Article 27 para. (3) letter t²) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]*
- u) performing other tasks established by law in its field of activity.

(3¹) The Agency for Consumer Protection and Market Surveillance shall exercise its powers referred to in para. (3) letters f) -h), l) -s) of this article in fields other than those related to the competence of other bodies according to Article 28 para. (2).

(3²) The annual report on consumer protection activity shall be prepared and approved by 31 March of this year, for the previous year, and shall be published on the official website of the Agency for Consumer Protection and Market Surveillance within 5 working days from the date of approval.

(4) The Government shall approve the Regulation of the Agency for Consumer Protection.

(5) The Coordinating Council shall be established by Government decision to coordinate the consumer protection activity, and shall:

- a) contribute to the promotion of the state policy on consumer protection;
- b) participate in the development of national short-term and long-term consumer protection programs;
- c) coordinate consumer protection activities carried out by the consumer protection public administration authorities;
- d) participate in harmonising the national legislation with the consumer protection legislation of the European Union;
- e) coordinate the implementation of provisions of the consumer protection legislation.

Article 28. Other consumer protection public administration bodies

(1) Other consumer protection public administration bodies, within the scope of the competence, are:

- a) in the field of protection of consumer life and health – the Ministry of Health, Labour and Social Protection;
- b) in the field of interurban and international transport - the central public administration body specialized in the field of transport;
- c) in the field of constructions - the central public administration body specialized in the field of constructions;
- d) in the field of tourism - the Tourism Agency;
- f) in the field of telecommunications - the state body empowered with regulatory functions in telecommunications;
- g) in the field of insurance - National Commission for Financial Markets;

[Article 28 para. (1) letter g) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

- h) in the field of banking services - National Bank;

i) in the field of food products, at all stages of the food chain - the National Agency for Food Safety.

(2) The control over compliance with the consumer protection legislation in the part related to the safety and quality of products and services, introduced or made available on the market and intended for consumers, including in the part referring to good practices in the field, shall be performed:

a) in the field of food, at all stages of the food chain - by the National Agency for Food Safety;

b) in the field of medicinal, pharmaceutical and para-pharmaceutical products, services provided by pharmaceutical and health care facilities, as well as other products and services, made available to the consumer by pharmaceutical and health care enterprises and facilities - by the state public health body;

c) in the field of interurban and international transport - by the state bodies empowered with functions of control of road, aeronautical and naval transport, according to the fields of competence;

d) in the field of industrial and construction security - by the Technical Supervision Agency;

e) in the fields of energy, water supply and sewerage - by the state body empowered with regulatory functions in the field of energy, water supply and sewerage;

f) in the field of telecommunications - by the state body empowered with control functions in telecommunications;

g) in the field of insurance - by the National Commission for Financial Markets.

[Article 28 para. (2) letter g) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(3) Authorities indicated in para. (2) shall perform, within the limits of competence, the general powers provided for in Article 27 para. (3) letters a), b) -h), k) -u) and shall apply the provisions of this law accordingly.

(4) Authorities indicated in para. (2) shall submit consumer protection information to the Agency for Consumer Protection and Market Surveillance, annually and upon request, and shall contribute to the development of the annual consumer protection report.

Article 28¹. Bodies in charge of supervising unfair terms

(1) The Agency for Consumer Protection and Market Surveillance shall carry out the control of compliance with the provisions of Articles 712-720⁴ of the Civil Code in the part relating to contracts concluded with consumers and finding unfair terms in contracts, upon referral of the consumer or ex officio, under the law.

(2) The trader shall be required to submit to the Agency for Consumer Protection and Market Surveillance, upon request, a copy of the original of contracts concluded with the consumer subjected to control, in compliance with the legislation on personal data protection and other confidentiality obligations required by law or contract.

(3) In case unfair terms are found in the contract concluded with the consumer, the Agency for Consumer Protection and Market Surveillance shall draw up a finding act and initiate a court action in order to declare such terms null and void.

(4) If case contractual terms developed with the purpose of being used in a multitude of contracts are found to be unfair, the court shall pronounce the nullity of such terms, order their exclusion from the contract, while imposing on the trader the obligation to exclude these terms from contracts with the same scope concluded with other consumers, as well as the prohibition to include such terms in other contracts that are to be concluded with consumers.

(5) In order to prevent the inclusion of unfair terms in contracts, actions referred to in paras. (3)-(4) may be directed, separately or as a whole, against a number of traders in the same economic sector or against their associations using or recommending the use of the same or similar terms.

(6) The consumer directly affected by contracts concluded in violation of the provisions of the law or public consumer associations shall be entitled to initiate court proceedings to defend the legitimate rights and interests of affected consumers, with the purpose of requesting the finding of the nullity of contractual terms presumed to be abusive, in accordance with the law.

Article 28². Authority supervising compliance with consumer rights legislation when distance or off-premises contracts are concluded

(1) The Agency for Consumer Protection and Market Surveillance is the authority in charge of supervising compliance with the consumer rights legislation when distance and off-premises contracts are concluded, including the provisions of Articles 575², 6783-678¹⁴, 704-711⁶, 803¹ and 803² of the Civil Code.

(2) In order to end violations of provisions in para. (1), consumers or their legal representatives and public consumer associations, which, by law, have a legitimate interest in protecting consumers may:

a) initiate legal proceedings against traders who have committed violations of the legislation provided for in para. (1); or

b) notify the Agency for Consumer Protection and Market Surveillance to initiate court proceedings against traders who have committed violations of the legislation provided for in para. (1).

(3) Public consumer protection authorities and competing traders may notify the Agency for Consumer Protection and Market Surveillance in connection with the

violation of the legislation provided for in para. (1) in order to initiate legal proceedings against traders who have committed such violations.

Article 29. Duties of local public administration authorities on consumer protection

For the purpose of consumer protection, the local public administration authorities, within the respective territorial-administrative unit, in accordance with the legislation, shall be required:

a) to inform and consult consumers, to examine, within the limits of their competence, their complaints regarding:

- local transport;

- utilities;

- activities for which, according to the legislation, they provide licenses;

b) to redirect complaints to the competent consumer protection body in case the object of the complaint does not fall within the limit of their competence;

c) to inform immediately competent authorities about cases when counterfeit or hazardous products, services were found, as well as about other cases of non-compliance with the requirements established in the normative acts or declared ones;

e) to contribute to the establishment and functioning of public consumer associations by any possible means.

Article 30. Public consumer associations

(1) Citizens shall have the right to organize voluntarily in public consumer associations, which carry out their activity in accordance with the legislation.

(2) Public consumer associations shall have the right:

a) to initiate court proceedings for the protection of legitimate rights and interests of consumers, without paying the state tax;

b) to put forward, both to supervisory bodies and to the prosecutor's office, proposals for the prosecution of persons guilty of producing and marketing products, providing services that conflict with the requirements established in normative acts or declared ones, as well as non-complying with consumer rights legislation;

c) to inform competent consumer protection bodies of the impaired products, services, based on complaints received from consumers;

d) to request the competent administrative court to annul in full or in part the acts issued by public authorities, which infringe legitimate rights and interests of consumers and contravene the legislation;

e) to organize, as set forth by law, the expertise of products, services for their conformity with the requirements laid down in normative acts or;

f) to submit to business operators and competent consumer protection bodies proposals for the improvement of the quality of products, services and prohibition of marketing impaired products;

g) to notify competent consumer protection bodies about impaired products, services or that endanger the life, health or security of consumers, as well as about unfair terms provided for in contracts and unfair practices of traders in relation to consumers;

h) to receive from competent consumer protection bodies information and answers regarding the proposals and notifications submitted;

i) to organize consumer questioning in order to elucidate the public opinion about the quality of marketed products and their prices;

j) to inform consumers, through the media, about the quality of products, services, violation of their legitimate rights and interests and about public opinion consultation results;

k) to maintain international collaboration relations in the field of consumer protection;

l) to submit to public administration authorities proposals for the amendment of the consumer protection legislation in force;

m) to carry out information and counselling activities in the field of consumer protection;

n) to represent the interests of consumers in the mediation procedure when resolving disputes between the consumer and the seller/provider.

(3) Consumer information programs, projects and activities proposed by public utility associations may be financed by the state, according to the law, if such associations:

a) act exclusively in the name and in the interest of consumers;

b) are economically independent of producers, importers, distributors and sellers.

(4) The financing procedure provided for in para. (3) shall be established and approved by the Ministry of Economy and Infrastructure, which monitors the use of financial means allocated for consumer information purposes. The criteria for determining the financing volume are:

a) the volume and number of publications disseminated for the purpose of consumer protection;

b) the periodicity of information campaigns carried out for consumers;

c) the number of court proceedings for consumer protection;

d) having a consulting office or a direct telephone line for consulting consumers from at least one third of territorial administrative units.

Chapter VII

COURT PROCEEDINGS FOR CONSUMER RIGHTS PROTECTION

Article 31. Proceedings for consumer protection

(1) Consumers or their representatives, competent public administration authorities or public consumer associations may file court proceedings for consumer protection.

(2) Court proceedings for consumer protection may be filed in accordance with the terms provided for by the legislation. Consumers shall be exonerated from the state tax in proceedings for the protection of their rights.

(3) Consumer protection bodies may represent the interests of consumers in court in order to protect consumer rights.

(4) The seller, the provider shall be exonerated from liability for non-fulfilment or for inappropriate fulfilment of their obligations, or for causing damage, if they prove that these deeds occurred due to force majeure.

(5) For settling consumer rights protection disputes, consumers and business operators may voluntarily initiate the mediation procedure as an alternative solution.

(6) In case of settling consumer rights protection disputes, the mediation procedure shall be regulated by law.

Article 32. Liability of the seller, the provider for failing to comply with the deadlines

(1) For violating deadlines provided for in Article 18 paras. (7) and (20) and Article 18¹ para. (1), the seller, the provider shall pay a penalty in the amount of 1% of the price of the product, service to the consumer for each day (hour, if the deadline was set in hours) of delay, in force on the date of examination of the consumer's complaint.

[Article 32 para. (1) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(1¹) The amount of the penalty referred to in para. (1) may not exceed the price of the product or the price of a certain type of execution of the work/service, or the total price of the order if the cost of the product or of a certain type of execution of the work/service is not established in the contract.

[Article 32 para. (1¹) introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

(2) If deadlines for starting and ending the provision of the service (execution of the work) or the new deadlines set by the consumer are violated, the provider (executor) shall pay a penalty in the amount of 2 % of the price of the service (work) to the

consumer for each day (hour, if the deadline was set in hours) of delay, according to Article 21 (16).

[Article 32 para. (2) amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

- (3) The service provision (work execution) contract may establish a higher penalty.
- (4) The payment of penalties and compensation for the damage shall not exonerate the seller, the provider (executor) from the fulfilment of obligations incumbent upon him/her towards the consumer.
- (5) The consumer's claims regarding compensation for the damage and payment of penalties, provided by this law or contract, shall be settled by the seller, the provider amicably or judicially, according to the legislation.
- (6) When performing the control by the authorized body, based on the consumer's complaint, attest that the product, the service does not comply with the requirements set out in the normative acts or declared ones.

Article 33. Liability for violating the provisions of this law

- (1) The violation of the provisions of this law shall entail liability according to the legislation in force.
- (2) The examination of contraventions and the application of contravention sanctions for failing to comply with this law shall be carried out according to the procedures and competencies established by the Contravention Code.

Chapter VII¹

COOPERATION ON CROSS-BORDER CONSUMER PROTECTION VIOLATIONS

Article 33¹. General competences in the field of cooperation on cross-border consumer protection violations

- (1) Competent authorities in the field of cooperation on cross-border consumer protection violations (hereinafter - competent authorities) shall carry out their duties under this Chapter as acting in the interest of the consumers of the Republic of Moldova, either on their own initiative or at the request of a other competent authorities in the country or abroad.
- (2) The Government shall approve the list of competent authorities and the regulatory framework used by them.
- (3) The Republic of Moldova shall ensure, through the single liaison office, effective coordination when competent authorities and competent courts apply Chapter VII¹.

(4) The Agency for Consumer Protection and Market Surveillance shall be designated as the single liaison office in the field of cooperation on cross-border consumer protection violations.

(5) Competent authorities, which have a legitimate interest, under the national legal and regulatory framework, shall have the right to terminate and prohibit cross-border violations and to notify immediately about any cross-border violation to the competent authorities in the country or abroad.

(6) State consumer protection control over persons practicing entrepreneurial activity shall be planned, performed and registered in accordance with the provisions of Law no. 131/2012 on state control over entrepreneurial activity.

Article 33². Procedures for mutual assistance and exchange of information requests

(1) The requesting authority shall ensure that any mutual assistance request contains sufficient information to enable the requested authority to meet the request, including any necessary evidence that can only be obtained in the territory of the requesting authority.

(2) Mutual assistance requests shall be forwarded by the requesting authority to the single liaison office of the requested authority, through the single liaison office of the requesting authority. They shall be addressed, immediately, by the single liaison office of the requested authority to the competent authority concerned.

(3) Mutual assistance requests and all communications of information shall be made in writing, using a standard form, and shall be submitted in electronic format.

Information may be exchanged through the electronic exchange of information and access points in a common secure framework, using a secure communication protocol and a secure network and indicating the number of access points, in order to guarantee data exchange confidentiality and protection.

(4) Competent authorities concerned shall agree on the languages to be used in requests and communications of information before submitting them. If no agreement is reached, requests shall be communicated in the official language or languages of the state in which the requested authority operates.

(5) Information transmitted following a request shall be communicated directly and simultaneously to the requesting authority and to the single liaison office of the requesting authority and that of the requested authority.

(6) In order to prevent leak of information containing personal data transmitted through liaison channels, the use of methods for encrypting this information shall be ensured, including by using organizational, technical and regulatory measures.

Article 33³. Use of information and protection of personal data and trade secrets

(1) Information provided shall be used only to ensure compliance with normative acts protecting interests of consumers.

(2) Competent authorities may invoke as evidence any information, documents, findings, declarations, certified copies or data transmitted, on the same grounds as similar documents obtained in their own country.

(3) Information communicated in any form to persons working for the competent authorities, courts, bailiffs and the disclosure of which would affect:

- a) the protection of privacy and the integrity of the individual, in particular in accordance with the personal data protection legislation;
- b) commercial interests of an individual or business, including intellectual property;
- c) judicial proceedings and legal opinions; or
- d) objectives of inspection or investigation activities,

shall have limited access, unless its disclosure is necessary to put an end to or prohibit a cross-border violation and if the communicating authority consents to its disclosure.

(4) When processing personal data, competent authorities shall be required to observe the confidentiality of personal data, to take the necessary organizational and technical measures to protect them against being destroyed, altered, blocked, copied, shared, and against other unlawful actions. Such measures shall be designed to ensure an adequate level of security against risks posed by the processing and the nature of the data processed.

(5) Competent authority providing personal data shall ensure that they:

- a) are processed correctly;
- b) are appropriate, relevant and not excessive in relation to the specific purpose of the request or transfer;
- c) are kept only for the time necessary for achieving the purpose for which the data were provided or subsequently processed in accordance with this Chapter;
- d) are brought to the attention of the receiving authority in a timely manner for taking appropriate corrective action in the event of possible inaccurate personal data;
- e) are corrected or deleted in time in case of any inaccurate or incorrect personal data.

(6) Competent authorities shall publish the terms and conditions for personal data processing and provide detailed information on:

- a) registration number as a personal data controller;
- b) categories of personal data collected from the consumer, the purpose of collection and the way of processing thereof;
- c) rights of the consumer as subject of personal data, in particular, the right to receive information about personal data transmitted, the right of access, intervention

and opposition to such data, as well as the right to refer a complaint to the national authority designated for the protection of personal data or court, including the right to seek compensation in case of illegal processing of personal data. The subject's right to obtain information, the right of access, intervention and opposition to his or her personal data shall be governed by the national law of the Member State in the territory of which the information was requested;

d) cases in which personal data may be disclosed to third parties;

e) contact point for consumer requests regarding their personal data.

The competent authority shall also provide general information on the organizational and technical measures taken to protect consumers' personal data.

(7) Personal data received shall be deleted, immediately, when they are no longer necessary for the purpose for which they were communicated.

(8) The requesting authority and the requested authority shall be obliged to record the transmission, receipt and destruction of data. The file shall contain information on the reason for the transmission, the content, the transmitting authority and the recipient, the time of transmission and destruction of data, respectively.

(9) If the consumer considers that his/her rights to protection of personal data have been violated, he/she may lodge a complaint with the national personal data protection authority, which shall check the lawfulness of personal data processing operations and shall inform the consumer in accordance with the legislation in force.

Article 33⁴. Exchange of information upon request

(1) At the request of the requesting authority, the requested authority shall provide, immediately, under the conditions of Law no. 131/2012 on state control over entrepreneurial activity, any relevant information necessary to establish whether a cross-border violation has occurred or whether there are reasonable grounds to suspect that such a violation may occur.

(2) The requested authority shall initiate, as appropriate, with the assistance of other public authorities, including supervisory bodies, the appropriate investigations, or undertake any other necessary or appropriate measures, under the conditions of Law no. 131/2012 on state control over entrepreneurial activity, in order to collect the requested information.

(3) At the request of the requesting authority, the requested authority may authorize an inspector of the requesting authority to accompany the representatives of the requested authority in the course of their investigations.

Article 33⁵. Exchange of information without prior request

(1) Where a competent authority becomes aware of a cross-border violation or has good reason to suspect that such a violation may occur, it shall immediately inform the competent authorities of the other Member States of the violation.

(2) Where a competent authority takes additional enforcement measures or receives requests for mutual assistance in relation to cross-border violations, it shall inform the competent authorities of the other Member States of such violation.

Article 33⁶. Requests for enforcement measures

(1) At the request of the requesting authority, the requested authority shall take all necessary enforcement measures to put an end to or prohibit, immediately, the cross-border violation.

(2) In order to fulfil the obligations incumbent upon it pursuant to para. (1), the requested authority shall exercise its powers under Law no. 131/2012 on state control over entrepreneurial activity and any other rights recognized under national law. The requested authority shall establish, as appropriate, with the assistance of other public authorities, the enforcement measures to be taken to put an end to or prohibit the cross-border violation in a proportionate, rational and effective manner.

(3) The requested authority may consult with the requesting authority regarding the adoption of enforcement measures referred to in paras. (1) and (2). The requested authority shall inform, immediately, the requesting authority, the competent authorities of the other Member States and the Commission of the measures taken and their effect on the cross-border violation, indicating in particular whether the latter has ceased.

[Chapter VII¹ introduced by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Chapter VIII

FINAL PROVISIONS

Article 34

(1) This law shall enter into force upon the expiry of 4 months from the date of publication.

(2) On the date of entry into force of this law, Law no. 1453-XII of May 25, 1993 on consumer protection shall be repealed.

Article 34¹

This law is compatible with the provisions of Articles 1, 5-9, 11-13 and of Annex I and partially compatible with the provisions of Article 3 and of Annex II to Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 on unfair business-to-consumer practices in the internal market and amending Directive 84/450/ECC of the Council, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) no. 2006/2004 of the European Parliament and of the Council, published in the Official Journal of the European Union no. L 149 of 11 June 2005, and is also compatible with the provisions of the Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, published in the Official Journal of the European Union

L171 of 7 July 1999, with the provisions of Article 1, Article 2 para. (1), Article 3, Article 4 paras. (1)-(3) and (4) letters (a) and paras. (6)-(8), Article 6 paras. (1)-(3), Article 7 paras. (1)-(2), Article 8 paras. (1)-(3), Article 11, Article 12 paras. (1)-(5) and Article 13 paras. (1)-(3) of Regulation (EC) no. 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws, published in the Official Journal of the European Union L 364 of 9 December 2004.

[Article 34¹ amended by LP168 of 26.07.18, MO333-335/24.08.18 Article 549; in force since 24.02.19]

Article 35

The Government, within 2 months:

- a) shall submit to the Parliament proposals for bringing the legislation in force in line with this law;
- b) shall bring its normative acts in accordance with this law.

PRESIDENT OF THE PARLIAMENT Eugenia OSTAPCIUC

No 105-XV. Chisinau, 13 March 2003.

Annex

LIST of non-food products of appropriate quality that shall not be replaced by a similar product

1. Jewellery (items of precious metal, of precious stones, of precious metal and fitted with semi-precious and synthetic stones, polished precious stones).
2. Knitted garments and items (underwear, bed linen, hosiery).
3. Personal hygiene items (toothbrushes, combs, hairpins, curlers, tweezers, manual or electric razors and other body care articles).
4. Perfumery and cosmetics.
5. Textile goods (cotton and cotton-blend, linen and linen-blend, wool and wool-blend, silk and silk-blend textile, ribbons, border tape, etc.).
6. Cables (electrical pipes, cables, cords).
7. Construction and finishing materials, other goods sold by the meter (linoleum, film, carpet, etc.).

8. Polymeric products and materials in contact with foodstuffs, including disposable (tableware and kitchen accessories), packaging, food storage and transport items (canisters, drums, bottles, barrels).

9. Household chemicals, pesticides and agrochemicals.

10. Social furniture (gaskets and sets).

11. Cars and motor-bicycle items, trailers and aggregates, mobile means for small-scale mechanization of agricultural works, ships for promenades and other means of naval transport of social purpose.

12. Complex technical goods for household use for which warranty periods are established (household appliances, radio electronics, computing and multiplying devices, photo and film equipment, telephone (fixed and mobile) and facsimile apparatus, electric musical instruments, gas equipment and appliances and their devices).

13. Articles for the prevention and treatment of diseases at home (articles for the protection of public health and hygiene made of metal, rubber, textiles and other materials, medical instruments, devices and apparatus, remedies for oral hygiene, spectacle lenses, childcare items, pharmaceutical products).

14. Toys.