

## LAW OF UKRAINE

### on consumer rights protection

(Vidomosti Verkhovnoi Rady (VVR), 1991, No. 30, p. 379)

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No. 1024-XII (1024-12) of 12.05.91, VVR, No. 30, p. 380)

(In the wording of the Law No. 3682-XII (3682-12) of 15.12.93, VVR, 1994, No. 1, p. 1)

(As amended by Laws

No. 82/95-VR of 02.03.95, VVR, 1995, No. 14, p. 90

No. 230/95-VR of 20.06.95, VVR, 1995, No. 23, p. 182

No. 365/97-VR of 18.06.97, VVR, 1997, No. 35, p. 219

No. 783-XIV (783-14) of 30.06.99, VVR, 1999, No. 34, p. 274 -

the wording takes effect simultaneously with taking effect by the Law on the State Budget  
of Ukraine 2000

No. 2438-III (2438-14) of 24.05.2001, VVR, 2001, No. 31, p.150

No. 2779-III (2779-14) of 15.11.2001, VVR, 2002, No. 9, p. 68

No. 2949-III (2949-14) of 10.01.2002, VVR, 2002, No. 17, p. 120

No. 1252-IV (1252-15) of 18.11.2003, VVR, 2004, No. 11, p. 137 )

(In the wording of the Law No. 3161-IV (3161-15) of 01.12.2005, VVR, 2006, No. 7, p. 84)

This Law regulates relations between the consumers of goods, works and services and the manufacturers and sellers of goods, contractors of works and providers of services of various ownership forms, establishes consumer rights as well as defines the mechanism for their protection and the basics for realization of the state policy in the field of consumer rights protection.

## Section I

### GENERAL PROVISIONS

#### Article 1. Terms and definitions

The terms below shall have the following meanings herein:

1) *product safety* shall mean absence of any risk for the consumer's life, health or property or for environment under usual conditions of product use, storage, transportation, manufacturing, and utilization;

2) *product introduction into commerce* shall mean any action taken by an economic entity aiming to manufacture products or bring them in the customs territory of Ukraine with subsequent independent or indirect sale in the territory of Ukraine;

3) *contractor* shall mean an economic entity that performs works or provides services;

4) *manufacturer* shall mean an economic entity that: manufactures goods or declares itself as a manufacturer of goods or declares manufacturing such goods to order by placing its designation (name), trademark, or other item identifying such an economic entity on the goods and/or on the package or accompanying documents that are given to a consumer therewith; or imports goods;

5) *warranty period* shall mean the period for which a manufacturer (seller, contractor, or any other third person) assumes obligations to provide free repair or replacement of the product in question in view of its introduction into commerce;

6) *office premises* shall mean any premises (building, etc.) where an economic entity, or branch thereof, or a structural unit thereof, or a representation thereof, is situated;

7) *agreement* shall mean an verbal or written legal act between a consumer and a seller (contractor) concerning the quality, price and other conditions under which a product is sold. Making an verbal legal act shall be confirmed by a receipt, sales or cashier's check, ticket, slip, or other document (hereinafter referred to as the settlement document);

8) *remotely made agreement* shall mean an agreement entered into by a seller (contractor) and a consumer with the aid of telecommunications facilities;

9) *agreement made outside commercial or office premises* shall mean an agreement made with a consumer personally in a place other than the seller's commercial or office premises;

10) *electronic message* shall mean any information provided to a consumer via telecommunications networks that may be reproduced or stored by the consumer by any means in electronic form;

11) *telecommunications facilities* shall mean telecommunications networks, mail service, television, or information networks, particularly Internet, that may be used for making agreements remotely;

12) *substantial drawback* shall mean a drawback that makes using the goods in accordance with the designated purpose thereof impossible or inadmissible, that has arisen through the fault of the manufacturer (seller, contractor), that reappears after having been eliminated because of some reasons beyond the consumer's control, and that has at least one of the following:

a) it can not be eliminated at all;

b) eliminating it requires more than fourteen calendar days;

c) it makes the goods substantially different that is specified in the agreement;

13) *proper quality of goods, work or service* shall mean the product feature meeting requirements set for this product category in regulatory legal acts and regulatory documents and complying with conditions of the agreement made with a consumer;

14) *unfair business practice* shall mean any business activity or inactivity that conflicts rules, commercial customs or other fair customs and affects or may affect the consumer's economic behavior towards the product;

15) *drawback* shall mean any non-compliance of a product with requirements set in regulatory legal acts and regulatory documents, conditions of agreements or requirements placed thereon as well as with product information provided by the manufacturer (contractor, seller);

16) *regulatory document* shall have the meaning specified in the Law of Ukraine on Standardization (2408-14);

17) *service* shall mean a contractor's activity toward provision (transfer) to a consumer of a certain material or non-material benefit, which is carried out to the consumer's individual order to meet his/her personal needs;

18) *seller* shall mean an economic entity that sells or offers goods to a consumer according to an agreement;

19) *product* shall mean any article (goods), work or service manufactured, performed or provided to meet social wants;

20) *sales* shall mean economic entities' activity towards selling of goods (works, services);

21) *work* shall mean a contractor's activity that results in manufacture of goods or alteration of properties thereof to the consumer's individual order to meet his/her personal needs;

22) *consumer* shall mean a natural person that buys, orders, uses or intends to buy or order a product for his/her personal needs not directly connected with business activities or with performance of wage earner duties;

23) *consumer loan* shall mean any funds provided by a loan provider (bank or other financial institution) to a consumer for purchasing a product;

24) *useful life* shall mean the term (period) specified in regulatory legal acts, regulatory documents or conditions of the agreement, during which quality and safety parameters of a product, provided appropriate conditions of its storage and/or operation or consumption are met, must comply with requirements specified in the regulatory legal acts, regulatory documents or conditions of the agreement,

25) *service life* shall mean the calendar period of using a product according to its purpose, beginning from introducing it into commerce or after repair, during which its manufacturer (contractor) guarantees its safety and accounts for any substantial drawback that arose through its fault;

26) *commercial premises* shall mean a property complex occupying a separate building (office premises) or situated in a building specially designed and equipped for trade where an economic entity conducts goods sales activities;

27) *falsified product* shall mean any product manufactured in contravention of technology, or with unlawful usage of a mark for goods and services, or with copying of the form, packaging, exterior design as well as unlawful reproduction of some other person's goods.

## **Article 2. Consumer rights protection legislation**

1. Consumer rights protection legislation shall consist of this Law, the Civil Code of Ukraine (435-15), the Economic Code of Ukraine (436-15), and other regulatory legal acts that contain consumer rights protection provisions.

### **Article 3. International treaties**

1. If an international treaty, the consent to be bound by which has been given by the Verkhovna Rada of Ukraine, specifies any rules other than set by Ukraine's consumer rights protection legislation, the rules of such international treaty shall apply.

## **Section II**

### **CONSUMER RIGHTS AND PROTECTION THEREOF**

#### **Article 4. Consumer rights and duties**

1. When buying, ordering or using products sold in the territory of Ukraine to meet their personal needs, consumers shall have the right to:

- 1) have their rights protected by the state;
- 2) proper product quality and servicing;
- 3) product safety;
- 4) necessary, accessible, reliable and timely information about the product, its quantity, quality, range as well as about its manufacturer (contractor, seller);
- 5) be indemnified for any damage (loss) caused by defective or falsified products or by products having improper quality as well as for any property and moral (non-property) damage caused by products unsafe for human life and health in cases provided for in laws;
- 6) apply to a court or other authorized public authorities to have their impaired rights protected;
- 7) unite into community organizations of consumers (consumers' associations).

2. Consumers shall also have other rights set by the consumer rights protection legislation.

3. Consumers shall be under the obligation to:

- 1) carefully read, before starting operation, operating instructions set forth in the goods documentation provided by the manufacturer (seller, contractor);
- 2) if it is necessary to get explanation of the goods usage conditions and rules – ask for explanations the seller (manufacturer, contractor) or other person indicated in operating documentation and performing their functions;
- 3) use the goods according to the intended purpose thereof and comply with the conditions (requirements, standards, rules) set forth by the goods manufacturer (contractor) in operating documentation;

4) in order to prevent any consequence of using the goods negative for the consumer – apply safety means provided for by the manufacturer in the goods while adhering to special rules provided for in operating documentation, and if such rules are absent – adhere to usual reasonable safety measures established for such kind of goods.

### **Article 5. Consumer rights protection**

1. The state shall ensure protection of the consumers' rights, give them the opportunity to choose products freely and to acquire knowledge and skills necessary to make independent decisions when buying and using products according to their needs, and guarantee purchase or acquisition of products in other lawful ways in the amount securing the level of consumption sufficient to maintain health and vital activity.

2. The state shall provide conditions for consumers to acquire necessary knowledge concerning the realization of their rights.

3. Consumer rights protection shall be exercised by a specially authorized central executive authority responsible for consumer rights protection and its territorial bodies, the Council of Ministers of the Autonomous Republic of Crimea, local state administrations, bodies and institutions exercising state sanitary and epidemiological surveillance, other executive authorities, local governments according to legislation, and courts.

### **Article 6. Consumer's right to proper product quality**

1. The seller (manufacturer, contractor) shall be required to deliver to the consumer products of proper quality as well as to provide information thereabout.

2. The seller (manufacturer, contractor) shall be required, at the consumer's request, to provide him/her with documents confirming proper quality of products.

3. Requirements to products as to their safety for consumers' life, health and property as well as for environment shall be stated in regulatory documents.

As per individual product groups, the above-mentioned requirements shall be specified by laws and other regulatory legal acts.

For any goods brought in the territory of Ukraine, legislation must provide for a document confirming proper quality thereof.

4. Introduction of falsified products into commerce shall be prohibited.

5. The manufacturer (contractor) shall be required to ensure usage of products in accordance with the designated purpose during their service life provided for in a regulatory document or established by the manufacturer (contractor) by agreement with the consumer or, in case such period is not stated, during ten years.

The manufacturer (contractor) shall be required to provide product maintenance and warranty repair, as well as output and supply of spare parts in the necessary amount and range to enterprises providing maintenance and repair, throughout the entire period of product manufacture, after product phasing-out – during the service life, or, in case such period is not stated, during ten years.

6. Realization of consumer interests in setting forth requirements to proper product quality shall be secured by the right of participation of consumers and associations thereof in the development of regulatory documents in accordance with legislation.

### **Article 7. Warranty obligations**

1. The manufacturer (contractor) shall ensure proper operation (application, usage) of products including components during the warranty period set forth in regulatory legal acts, in regulatory documents, or in an agreement.

The warranty period for components must not be shorter than that for the basic product unless otherwise stated in regulatory legal acts, in regulatory documents, or in an agreement.

2. The warranty period shall be specified in the product certificate or label or in any other document attached to the product.

Warranty obligations shall in any case include also any obligations of the manufacturer (contractor) or seller provided for in advertisements.

3. For products, consumer properties of which may deteriorate with time and pose danger for consumers' life, health or property and for environment, a useful life shall be set and specified in the labels, package or in other documents attached to the products when selling them, and such a period shall be regarded as the warranty period.

The useful life shall be calculated from the manufacture date, which shall also be specified in the label or other documents, and determined either by the period during which the commodity is suitable for usage or by the date until which the commodity is suitable for usage.

Sale of goods on which useful life is not specified or is specified without complying with regulatory documents as well as sale of goods useful life of which has expired shall be prohibited.

Warranty periods for seasonal goods (clothes, fur and other articles) shall be calculated from the beginning of a corresponding season established by the Cabinet of Ministers of Ukraine.

4. In case goods are sold by sample or by mail as well as in cases when the time of conclusion of a sale agreement and the time of delivery of the goods to a consumer are not the same, the warranty period shall be calculated from the day the goods are delivered to the consumer or, if the goods require special installation (connection) or assembling, from the day thereof or, if the day of delivery, installation (connection) or assembling of the goods cannot be determined or if the property had been with the customer before a sale agreement was concluded, from the day of conclusion of the sale agreement.

5. Concerning any product for which no warranty period or useful life is set, the consumer shall have the right to raise appropriate claims to the seller (manufacturer, contractor) if any drawback was discovered within two years of its delivery to the consumer or, concerning a construction object, no later than ten years after the delivery.

6. If a warranty repair is carried out the warranty period shall be extended for the period during which the product was under repair.

The said period shall be calculated from the day the consumer made a request to eliminate drawbacks.

7. If a commodity is replaced its warranty period shall be calculated anew from the day of replacement.

8. Warranty obligation shall be terminated on the common terms provided for in the Civil Code of Ukraine (435-15).

9. Warranty obligation shall not be terminated if it is impossible to meet because of absence of materials, components or spare parts necessary to meet it.

### **Article 8. Consumer's rights if purchased goods are of improper quality**

1. If any drawback has been discovered during the established warranty period the consumer shall have the right to claim, according to the procedure and within the terms specified by legislation:

- 1) proportionate price decrease;
- 2) free elimination of drawbacks in the goods within a reasonable term;
- 3) reimbursement of any expenses incurred to eliminate drawbacks in the goods.

In case any substantial drawback, which arose through the fault of the manufacturer of the goods (seller, contractor), or falsification of goods has been discovered during the established warranty period and has been confirmed, if necessary, by expert findings, the consumer, according to the procedure and within the terms established by legislation and based on the rules or the agreement binding on the parties, shall have the right, at his/her discretion, to require the seller or manufacturer to:

- 1) terminate the contract and pay back the sum of money paid for the goods;
- 2) replace the goods with the same goods or with similar ones from among those the seller (manufacturer) has available.

2. Concerning nonfoods that were in use and were sold through retail commission trade entities, the consumer's demands mentioned in part 1 of this article shall be satisfied by the seller's consent.

This part shall concern meeting the consumer's claims concerning the goods the warranty period for which has not expired.

3. The consumer's claims established by part 1 of this article shall be raised, at the consumer's discretion, to the seller at the goods point of sale, to the manufacturer, or to the enterprise that satisfies these claims at the consumer's place of location.

The consumer shall have the right to raise one of the claims provided for by part 1 of this article and, if it fails to be satisfied, to present another claim provided for by part 1 of this article.

The above-mentioned claims at the consumer's place of location shall also be satisfied by commercial enterprises and branches, established by the seller's owner, which sell goods similar to that bought by the consumer, or by enterprises to which these functions are

assigned on the basis of an agreement. Acting as manufacturer enterprises' representatives shall be their representations and branches established by manufacturers for that purpose, or enterprises that satisfy the said claims based on an agreement with the manufacturer.

4. During the sale of goods the seller and the manufacturer shall be required to inform the consumer about the enterprises that satisfy the claims provided for in parts 1 and 3 of this article. Failure to provide such information shall entail liability according to Articles 15 and 23 hereof.

5. The seller and the manufacturer (the enterprise that satisfies the consumer's claims provided for in part 1 of this article) shall be required to receive goods of improper quality from the consumer and satisfy his/her claims.

Delivery of large-dimensioned goods and goods weighing more than five kilograms to the seller or manufacturer (the enterprise that satisfies the consumer's claims set forth in part 1 of this article) as well as their return to the consumer shall be accomplished at the expense of the seller or manufacturer (the enterprise that satisfies the consumer's claims set forth in part 1 of this article).

6. Given availability of the goods, the consumer's claim about replacement thereof shall be subject to immediate satisfaction or, if the need to verify quality arises, shall be satisfied within fourteen days or by agreement between the parties.

If the goods are not available the consumer's claim about replacement thereof shall be subject to satisfaction within a two-month term after filing a corresponding application. If satisfying the consumer's claim about replacement of the goods within the established term is not possible the consumer shall have the right to raise, at his/her discretion, other claims to the seller or manufacturer (or the enterprise performing their functions) provided for by paragraphs 1, 3, 4, 5 part 1 of this article.

7. When goods having drawbacks are replaced with those of similar brand (model, article, modification) having proper quality but a different price the cost shall not be recalculated.

When goods having drawbacks are replaced with the same goods of other brand (model, article, modification) having proper quality, the cost of the goods having drawbacks shall be recalculated proceeding from the cost thereof at the time of replacement (if the price has increased) or at the time of purchase (if the price has decreased).

If the agreement is terminated, accounts with the consumer shall be settled proceeding from the cost of the goods at the time the corresponding claim was raised (if the price of the goods has increased) or from that at the time of purchase (if the price has decreased). The money paid for the goods shall be paid back to the consumer on the day the agreement is terminated or, if it is not possible to do so on that day, within another term established by agreement between the parties, but not later than within seven days.

8. If the consumer has purchased foodstuffs of improper quality, the seller shall be required to replace them with same of proper quality or to pay back to the consumer the money he/she paid provided that drawbacks have been discovered within the useful life. Any accounts with the consumer shall be settled according to the procedure established in paragraph 3 part 7 of this article.

9. If the consumer has raised a claim about free elimination of drawbacks in the goods the drawbacks shall be required to be eliminated within fourteen days after the claim was raised or within some other term agreed between the parties.

At the consumer's written request, he/she shall be provided for the period of repair with the goods of similar brand (model, article, modification) irrespective of the model (with delivery). For that purpose, the seller and the manufacturer (the enterprise that satisfies the consumer's claims provided for in part 1 of this article) shall be required to create (have) an exchange stock of goods. The list of such goods shall be defined by the Cabinet of Ministers of Ukraine.

For each day of delay in satisfying the claim on provision of the goods of similar brand (model, article, modification) and for each day of delay in eliminating drawbacks in excess of the established term (fourteen days), the consumer shall be paid a penalty at the rate of one percent of the cost of the goods.

When drawbacks are eliminated by means of replacing a component or element of the goods for which warranty periods are established, the warranty period for a new component or element shall be calculated from the day the goods were given to the consumer after repair.

10. The consumer shall have the right to raise a claim to the manufacturer (seller) about free elimination of drawbacks in the goods after expiry of the warranty period. This claim may be raised within the established service life or, if such is not established, within ten years if any drawbacks (substantial drawbacks) made through the manufacturer's fault were discovered in the goods. If this claim is not satisfied within the term provided for in article 9 of this article, the consumer shall have the discretion to raise other claims to the manufacturer (seller) pursuant to part 1 of this article.

11. The consumer's claims shall be considered after he/she has produced a settlement document and, concerning the goods for which a warranty period is established, a technical certificate or other substitute document having a sale date mark.

When selling goods, the seller shall be required to issue the consumer a settlement document of a standard form that proves the fact of purchase and has a sale date mark on it.

If the consumer has lost a technical certificate or other substitute document it shall be renewed according to the procedure established by law.

12. The manufacturer shall be required to indemnify the seller (the enterprise that satisfies the consumer's claims provided for by article 1 of this article) that considers the consumer's claim to the purchased goods for any loss.

The seller (manufacturer) of the goods shall be required to indemnify, within one-month term, the enterprise acting as the former for any loss that the enterprise has suffered in connection with satisfying the consumer's claims provided for in this article.

13. Any claim established by part 1 of this article concerning the goods made outside Ukraine shall be satisfied at the expense of the seller (importer).

14. The consumer's claims provided for by this article shall not be subject to satisfaction if the seller/manufacturer (the enterprise that satisfies the consumer's claims provided for by article 1 of this article) has proved that drawbacks in the goods emerged because of the

consumer's failure to comply with the rules of using or storing the goods. The consumer shall have the right to participate in verification of quality of the goods personally or through his/her representative.

#### **Article 9. Consumer's rights if purchased goods are of proper quality**

1. The consumer shall have the right to exchange a nonfood article of proper quality for a similar one at the seller from which it was purchased if the article has not satisfied him/her with its form, dimension, fashion, color or size, or if he/she cannot use it for its designated purpose for some other reason.

The consumer shall have the right to exchange goods of proper quality within fourteen days exclusive of the day of purchase.

Exchange of goods of proper quality shall be carried out if the goods have not been used and provided that their marketable appearance, consumer properties, stamps and labels have been preserved and the settlement document issued to the consumer together with the goods sold has been retained.

The list of goods not subject to exchange (return) on the grounds mentioned in this article shall be approved by the Cabinet of Ministers of Ukraine.

2. If, at the moment of exchange, there are no similar goods available the consumer shall have the right to purchase any other goods from the available range with appropriate cost recalculation, or terminate the agreement and have his/her money back in the amount equal to the cost of the goods returned, or exchange the goods for similar goods as soon as appropriate goods become available for sale. The seller shall be required to notify the consumer claiming goods exchange on the day the goods become available for sale.

3. If the sale agreement is cancelled, accounts with the consumer shall be settled proceeding from the cost of the goods at the time of purchase thereof. The money paid for the goods shall be paid back to the consumer on the day the agreement is terminated or, if it is not possible to do so on that day, within another term established by agreement between the parties, but not later than within seven days.

#### **Article 10. Consumer's rights if terms and conditions of an agreement for works (services) are broken**

1. The consumer shall have the right to renounce an agreement for works (services) and claim damages if the contractor has not started meeting its agreement obligations in time or if the contractor is performing work so slowly that completing it within the established term becomes impossible.

If a substantial part of the volume of service or work (more than seventy percent of its total volume) has already been performed the consumer shall have the right to terminate the agreement only concerning the remainder of the service or work.

2. If it becomes obvious during performance of works (provision of services) that they will not be performed as per terms of the agreement through the contractor's fault, the consumer shall have the right to establish the contractor a corresponding period to eliminate drawbacks and, if this demand is not met within the established period, cancel the agreement and claim damages or charge a third person with correcting the drawbacks at the contractor's expense.

3. In case any drawback has been discovered in a work done (service provided) the consumer shall have the right to claim, at his/her discretion:

1) free elimination of drawbacks in the work done (service provided) within a reasonable period of time;

2) appropriate decrease of the price of the work done (service provided);

3) free manufacture of another article from the same material with the same quality or repeated performance of the work;

4) indemnification for the loss caused to him/her and elimination of drawbacks in the work done (service provided) by the contractor (provider) itself or by a third person;

5) realization of other rights provided for in existing legislation as of the day the corresponding agreement was entered into.

The above-mentioned claims shall be subject to satisfaction if drawbacks were discovered during acceptance of the work done (service provided), or during performance of the work (provision of the service), or, if discovering drawbacks during acceptance of the work done (service provided) is impossible, during the warranty or other period set by the agreement, or within two years from the date of acceptance of the work done (service provided) if there is no warranty or other period provided for in legislation or in the agreement.

4. If any substantial drawback is present in a work (service) the consumer shall have the right to claim cancellation of the agreement and indemnification for losses.

If any substantial drawback has been discovered in a work (service) performed from the consumer's material, the consumer shall have the right to claim, at his/her discretion, either performance of the work from the same material of the contractor or cancellation of the agreement and indemnification for losses.

The above-mentioned claims may be raised by the consumer within the terms provided for in regulatory legal acts, regulatory documents, and conditions of the agreement, or, if such terms are absent, within ten years.

5. If the contractor cannot perform (or delays performance of) a work (provision of a service) according to the agreement, a fine shall be paid to the consumer at the rate of three percent of the cost of the work (service) for every day (or every hour if the performance duration is specified in hours) of delay unless otherwise specified in legislation. If no cost of the work (services) is defined, the contractor shall pay the consumer a penalty amounting to three percent of the total cost of the order.

Payment by the contractor of the penalty (fine) established for any failure to meet an obligation, for delay with meeting an obligation, or for any other improper meeting of an obligation shall not release it from meeting the obligation specifically.

6. The contractor shall not be liable for any failure to meet, delay with meeting, or any other improper meeting of an obligation and for drawbacks in works done or services provided if it has proved that they emerged through the fault of the consumer himself/herself or due to an act of God.

7. The consumer shall be required to notify the contractor on any departure from the terms of the agreement and on any other drawback in the work (service), which could not be

discovered in the ordinary course of acceptance, not later than three days after they were discovered.

8. Depending on the character and specificity of the work done (service provided), the contractor shall be required to issue the consumer a settlement document that proves the fact of performance of the work (provision of the service).

9. The contractor shall be required to indemnify, within a month, for any damage that occurred because of the loss, spoilage or impairment of any article received by it from the consumer to perform works (provide services). The contractor shall not be exempted from liability if the level of its scientific and technical knowledge did not allow discovering specific properties of the article received by it from the consumer to perform works (provide services).

If performance of works (provisions of services) requires usage of any additional materials, such materials shall be required to meet safety requirements established by legislation for such materials.

10. The contractor shall be liable for any damage caused to the consumer's life, health or property in connection with the usage of articles, materials, equipment, devices, tools, attachments or other means necessary for the contractor to perform works (provide services), regardless of its level of scientific and technical knowledge, which allows discovering their properties, according to legislation.

11. If, during performance of works (provision of services), the need arises of any additional works (services) not provided for in the terms of the agreement, the contractor shall be required to obtain a permission from the consumer to perform such works (provide such services).

Any additional works (services) done (provided) by the contractor without the consumer's consent shall not create any obligation for the consumer in terms of payment for them.

12. If, after conclusion of an agreement, it becomes evident that works (services), considering their price (cost) and characteristics or other circumstances, will obviously fail to meet the consumer's interests or requirements, the contractor shall be required to notify the consumer thereof immediately.

The contractor shall be required to notify the consumer in the same way if the cost of works (services) may become considerably higher than could be expected when the agreement was being entered into.

The consumer shall have the right to renounce an agreement for works (services) with no penalty measure on the contractor's part if any circumstance provided for in paragraphs 1 and 2 of this part has arisen.

13. Requirements in this article shall not apply to warranty repair works.

### **Article 11. Consumer's rights in case of purchasing products on credit**

1. A consumer loan agreement shall be concluded between a loan provider and the consumer, according to which the former shall provide funds (a consumer loan) or undertake to provide them to the consumer for purchasing products in the amount and on the terms specified in the agreement while the latter shall undertake to pay them back together with any interest charged.

A reservation on possible giving of a consumer loan made during purchase of a product shall not be regarded as a consumer loan offer.

2. Prior to concluding a consumer loan agreement the loan provider shall be required to notify the consumer in written on:

- 1) the loan provider's identity and location;
- 2) terms of the loan, in particular:
  - a) the purpose for which the consumer loan may be spent;
  - b) forms of loan security;
  - c) available loan forms with a brief description of differences between them including between the consumer's obligations;
  - d) interest rate type;
  - e) possible amount of the loan;
  - f) estimated total cost of the loan and cost of the loan agreement execution service (the list of all expenses related to obtaining, servicing, and repaying the loan, particularly administrative costs, insurance costs, legal implementation costs, etc.);
  - g) possible loan period;
  - h) loan repayment options including the number of payments, their intervals and amounts;
  - i) possibility of advanced repayment of the loan and terms of such repayment;
  - j) any need for property evaluation and, if such evaluation is necessary, the person that conducts it;
  - k) tax regime for interest payment; state subsidies to which the consumer is entitled, or data of the person from which the consumer can obtain more detailed information;
  - l) benefits and shortcomings of the loan options offered.

In case of failure to provide the above-listed information, the economic entity bound to provide it shall be held liable in accordance with Articles 15 and 23 hereof.

3. The loan provider shall have no right to require the consumer to provide data not related to determination of the latter's solvency and not necessary to provide a consumer loan.

Any personal data obtained from the consumer or other person in connection with conclusion and performance of a consumer loan agreement may be used solely to assess the consumer's financial condition and ability of meeting his/her obligations under such an agreement.

Disclosure of the consumer's data by the loan provider to a credit reporting agency engaged in collection, processing, storage, protection and usage of information according

to legislation on formation and maintenance of credit reports shall not constitute a violation of the provisions in paragraph 2 of this part.

Financial institutions shall be held liable for any violation of consumer rights in the field of personal data protection according to law.

4. A consumer loan agreement shall be concluded in written, and one original thereof shall be delivered to the consumer. The burden of proving that an original of the agreement has been delivered to the consumer shall lie with the loan provider.

The consumer shall not be required to pay the loan provider any dues, interest or other cost elements of the loan not specified in the agreement.

The consumer loan agreement shall specify:

- 1) loan amount;
- 2) detailed schedule of the total loan cost for the consumer;
- 3) loan provision date or, if the loan is to be provided by parts, dates and amounts of such loan parts and other loan provision conditions;
- 4) the right of advanced repayment;
- 5) annual loan interest rate;
- 6) other terms and conditions determined by law.

The consumer loan agreement may specify that the loan interest rate may change depending on the discount rate of the National Bank of Ukraine or in other cases. The loan provider shall notify the consumer on any change in the consumer loan interest rate in written within seven calendar days from the date of change. Without such notification any change in the interest rate shall be invalid.

5. Agreements with consumers on consumer loans shall be subject to the provisions hereof on unfair conditions in agreements, particularly the conditions according to which:

- 1) to obtain a loan, one needs to provide the full sum of the loan or some part thereof as security, or to use it fully or partially to deposit or to redeem securities or other financial instruments, except for where the consumer obtains the same or higher interest rate on such a deposit, such securities or other financial instruments than the loan interest rate;
- 2) during conclusion of the agreement the consumer is required to conclude another agreement with the loan provider or a third person designated by the loan provider, except where conclusion of such an agreement is required by legislation and/or where expenses on such an agreement are explicitly provided for in the total loan cost for the consumer;
- 3) some changes in any costs per the agreement, except for the interest rate, are foreseen;
- 4) interest rate change rules are established that are discriminating against the consumer.

6. The consumer shall have the right to withdraw, within fourteen calendar days, his/her consent to conclusion of a consumer loan agreement without giving reasons. This period

shall be calculated from the delivery of a copy of the concluded agreement to the consumer.

Withdrawal of the consent shall be formalized with a written notice that the consumer shall be required to provide in person or through his/her authorized representatives or send to the loan provider before expiry of the period mentioned in paragraph 1 of this part.

Simultaneously with withdrawal of the consent to conclusion of a consumer loan agreement, the consumer shall be required to return to the loan provider any funds or goods obtained according to the agreement.

The consumer shall also pay any interest for the period between the moment when he/she obtained the funds and the moment when he/she paid them back, at the rate specified in the agreement.

The consumer shall not be required to pay any other dues in connection with withdrawal of the consent.

The loan provider shall be required to repay to the consumer any funds paid by the latter according to the consumer loan agreement but not later than within seven days. For each day of delay in repayment to the consumer of the funds paid by him/her according to the consumer loan agreement in excess of the established term (seven days), the consumer shall be paid a penalty amounting to one percent of the sum due to be repaid by the loan provider.

7. The right to withdraw consent shall not be applied to:

1) mortgage-secured consumer loans;

2) housing purchase consumer loans;

3) consumer loans provided to purchase a service that had been performed before the consent withdrawal period expired.

8. The consumer shall have the right to repay a consumer loan ahead of schedule including by means of increasing the amount of periodic payments.

If the consumer has used the right of repaying a consumer loan by means of increasing the amount of periodic payments established in paragraph 1 of this part, the loan provider shall be required to adjust the consumer's loan liability accordingly towards decrease.

9. In case the consumer realizes his/her rights provided for in Articles 8 and 10 hereof these rights shall also be in force concerning the loan provider that gave the consumer a consumer loan to purchase products. In such a case the loan provider shall be required to repay to the consumer the sum of any payments made by the latter during cancellation of the sale (work, service) agreement or to adjust the latter's loan liability accordingly.

10. If, because of the consumer's failure to comply with the terms of a consumer loan agreement, the loan provider acquires, according to the agreement, the right to claim recovery of the loan that has not become due yet, or the right to withdraw products or apply some other sanction, the loan provider shall be able to use such a right only if:

1) payment of some part of the loan and/or interest is delayed for at least one calendar month; or

- 2) the amount of debt exceeds the loan amount by more than ten percent; or
- 3) the consumer failed to make more than one payment that is greater than five percent of the loan amount; or
- 4) any other substantial violation of the consumer loan agreement has been committed.

If, based on terms of a consumer loan agreement, the loan provider claims making contributions not due yet or repaying the consumer loan, such contributions or repayment may be made by the consumer within thirty calendar days from the date of receipt of a notice on such a claim from the loan provider. If the consumer has eliminated a violation of the consumer loan agreement during that period the loan provider's claim shall become invalid.

11. If the loan provider applies with a claim on repayment of a consumer loan or of the consumer's other debt liability in extrajudicial procedure or before legal proceedings, the loan provider shall not be able to claim any payment or reward from the consumer in any way for such application.

Under such circumstances, the loan provider shall be prohibited to:

- 1) give untrue information on consequences of failure to repay the consumer loan;
- 2) withdraw any products from the consumer without the latter's consent or without an appropriate judicial decision;
- 3) indicate on envelopes with postal notices that they concern non-payment of a debt or of a consumer loan;
- 4) demand collection of any sums not mentioned in the consumer loan agreement;
- 5) approach any third person connected with the consumer by family, personal, business, professional or other relationships in his/her social life for information about his/her financial condition without his/her consent;
- 6) take actions regarded as unfair business practice;
- 7) demand repayment of a consumer loan the period of limitation of which has expired.

#### **Article 12. Consumer's rights if an agreement is made outside commercial or office premises**

1. Provisions of this article shall not apply to any agreement that is made outside commercial or office premises and concerns:

- 1) consumer loan agreements;
- 2) legal acts involving real estate;
- 3) legal acts involving securities;
- 4) insurance agreements.

2. If products are sold outside commercial or office premises the seller (contractor) shall be required to provide the consumer with a document that certifies the fact of making an agreement and serves as a ground for emergence of mutual rights and duties. Such a document must contain the following information:

- 1) date of the agreement;
- 2) the seller's (contractor's) name and location;
- 3) product name;
- 4) price;
- 5) work performance (service provision) date;
- 6) other substantial terms of the agreement;
- 7) rights and duties of the parties.

If the economic entity fails to provide such information it shall be held liable according to Articles 15 and 23 hereof.

3. If products are sold outside commercial or office premises the consumer shall have the right to cancel the agreement provided the seller (contractor) is notified to that effect within fourteen days from the date of receipt of the document that certifies making a legal act outside commercial or office premises or certifies acceptance of products or the first delivery of such products provided that such products are a thing and acceptance or delivery of the products takes place later than the consumer received a document for its sale.

4. If products are sold outside commercial or office premises the seller (contractor) shall be required to return any paid money without delay no later than thirty days after notification by the consumer about cancellation of the agreement. The consumer shall have the right not to return any products or work/service results until he/she is repaid the sum of money he/she has paid.

5. In case of cancellation of an agreement made outside commercial or office premises the consumer shall be required to notify the seller (contractor) about the place where the products may be returned.

The agreement may envisage that products or results of works (services), which were sent by mail, must be returned also by mail if the agreement is cancelled.

Any expenses connected with return of products shall be incurred by the seller (contractor). The seller (contractor) shall be required to reimburse the consumer's expenses incurred in connection with return of products.

In case of cancellation of an agreement made outside commercial or office premises the consumer's duty to keep products with him/her shall be terminated on expiry of sixty days after their receipt. If the seller (contractor) fails to take measures to have the products back during the said period, such products pass into the consumer's ownership without any obligation to pay its cost.

6. If the consumer has not been given a document that certifies the fact of making a legal act outside commercial or office premises, such a legal act shall not constitute a ground for emergence of any duties for the consumer.

In case of failure to provide the document or confirm the information the consumer shall notify the seller (contractor) that the agreement is invalid. Within thirty days from the receipt of such a notice, the seller (contractor) shall be required to return any money received to the consumer and to reimburse the contractor for any expenses incurred by the latter in connection with return of the products.

7. To exercise the right to cancel the agreement the consumer must keep any received products unaltered.

Any destruction, damage or spoilage of products that occurred not through the consumer's fault shall not deprive the consumer of the right to cancel the agreement. Decrease of the cost of products due to unpacking, inspection or examination thereof shall not deprive the consumer of the right to cancel the agreement.

8. If the seller (contractor) or a third person provided the consumer with a loan amounting to the sum of funds per an agreement made outside commercial or office premises, such a loan shall become invalid at the moment the agreement is canceled.

9. If, contrary to the requirements set forth in this article, the seller (contractor) fails to repay the sum of funds paid for products within established terms in case the agreement is cancelled, the consumer shall be paid a penalty at the rate of one percent of the cost of the products for each day of delay in repayment of the said funds.

### **Article 13. Consumer's right in case of making an agreement remotely**

1. Provisions of this article shall not apply to any remotely made agreement concerning:

- 1) legal acts with real estate except for lease thereof;
- 2) legal acts with securities;
- 3) financial services;
- 4) sale of goods through vending machines;
- 5) telecommunications services;
- 6) legal acts made at an auction if participation in it is possible without telecommunications facilities.

2. Prior to making an agreement remotely the seller (contractor) shall be required to provide the consumer with information concerning:

- 1) the seller's (contractor's) name, location and claim acceptance procedure;
- 2) basic characteristics of products;
- 3) price including delivery charge, and terms of payment;

- 4) warranty obligations and other services connected with maintenance or repair of the products;
- 5) other terms of delivery or performance of the agreement;
- 6) minimal duration of the agreement if it provides for periodic delivery of products or services;
- 7) cost of telecommunications services if it differs from the boundary tariff;
- 8) period for acceptance of offers;
- 9) agreement cancellation procedure.

In case of failure to provide such information the economic entity shall be held liable according to Articles 15 and 23 hereof.

3. The fact of providing information according to the requirements set forth in part 2 of this article must be confirmed in written or through an electronic message. Information confirmed in that way may not be altered by the seller (contractor) on the unilateral basis.

Confirmation of information shall not be required if a service is provided by telecommunications facilities and paid through a telecommunications services operator.

4. The consumer shall have the right to cancel a remotely made agreement by notifying the seller (contractor) about that within fourteen days from the moment of confirmation of information or from the moment of receipt of the goods or first delivery thereof.

If, according to paragraph 2 part 3 of this article, confirmation of information is not required, the consumer may cancel the agreement within fourteen days from the moment of its conclusion.

In case of sale of corporeal things, return thereof shall also testify to cancellation of the agreement.

If confirmation of information fails to meet requirements set forth in part 3 of this article, the period during which the consumer shall have the right to cancel the agreement shall be ninety days from the moment of receipt of such information or, in case of sale of corporeal things, from the moment of receipt of the goods or first delivery thereof. If confirmation of information has been corrected within this term the consumer shall have the right to cancel the agreement within fourteen days from the receipt of the corrected confirmation.

5. Unless otherwise specified in the agreement, the consumer shall have no right to cancel a remotely made agreement if:

- 1) provision of a service or delivery of goods by electronic communications facilities by the consumer's consent has taken place before expiry of the agreement cancellation period mentioned in part 4 of this article on which the consumer has been notified in confirmation of information;

- 2) price of goods or of a service depends on quotations at the financial market, that is beyond the seller's control;

- 3) the agreement concerns manufacture or reprocessing of goods to the consumer's order, that is if the goods may not be sold to other persons or may be sold only with material financial losses for the seller (contractor);
- 4) the consumer has opened an audio or video cassette or a computer software medium that are delivered in sealed form;
- 5) the agreement concerns delivery of periodicals;
- 6) the agreement concerns lottery or other gambling.

6. Unless otherwise specified in the remotely made agreement, the seller shall be required to deliver goods to the consumer within an acceptable term but no later than within thirty days from the moment of receipt of the consumer's consent for making the agreement.

If it is impossible to perform the agreement because of unavailability of the goods ordered, the seller shall be required to notify the consumer thereon immediately but no later than within thirty days from the moment of receipt of the consumer's consent for making the agreement.

The seller may use in the agreement a standard condition about possible replacement of unavailable goods with other goods. Such a condition shall be deemed fair if:

- 1) the other goods meet the purpose of using the goods ordered;
- 2) the other goods are of the same or better quality;
- 3) their price is not higher than that of the goods ordered.

If such a condition is present in the agreement the consumer must be notified prior to making the agreement according to the procedure provided for in part 2 of this article.

7. Provisions provided for in parts 5-9, Article 12 hereof shall apply to a remotely made agreement.

#### **Article 14. Consumer's right to product safety (safety of goods and results of works)**

1. The consumer shall have the right to have products, under usual conditions of using, storing and transporting them, safe for his/her life, health, and environment as well as causing no damage to his/her property.

If there is no regulatory document or regulatory legal act containing mandatory requirements to any products using which can cause damage to the consumer's life or health, environment, or the consumer's property, relevant executive authorities exercising state protection of consumer rights shall be under the obligation to prohibit output and sales of such products immediately.

2. For any goods (results of work) using which beyond the established period is unsafe for the consumer's life or health, environment, or the consumer's property, service life (useful life) shall be established. These requirements may apply both to the entire article and to individual parts thereof.

The manufacturer (contractor, seller) must warn the consumer on any established service life (useful life) of the goods (results of work) or part thereof, mandatory conditions of using

it, possible consequences of failing to meet them, and any necessary actions to be taken after expiry of that period.

It shall be prohibited to change the service life (useful life) indicated on the label, packing, or accompanying documents of the goods as well as to introduce into commerce any goods useful life of which has expired.

3. If safe usage, storage, transportation and utilization of products needs adhering to any special rules, the manufacturer (contractor) shall be required to develop such rules and bring them to the notice of the seller or consumer and the seller must do the same for the consumer.

4. Any products, for which legislative acts or other regulatory documents established mandatory requirements concerning safety for the consumers' life, health and property and for environment as well as envisaged applying a national mark of conformity, shall be required to pass an established procedure of conformity assessment. The manufacturer shall have the right to mark products with a national mark of conformity given a conformity declaration and/or certificate issued according to legislation.

Sales of products (including imported goods) without applying a national mark of conformity and/or without a conformity certificate or declaration shall be prohibited.

The ground for customs legalization of import of such goods into the territory of Ukraine shall consist of availability of any statutory documents proving the fact that the goods have passed a conformity assessment procedure.

Liability for violation of any product safety requirement provided for in this part shall be determined by this Law and by other legislative acts.

5. If it is determined that, provided the consumer complies with the rules of using, storing or transporting the goods (results of works), they cause or may cause damage to the consumer's life, health or property or to environment, the manufacturer (contractor, seller) shall be required to stop production (sales) thereof immediately until the reasons of the damage have been eliminated and, if necessary, to take measures to withdraw them from commerce and recall them from consumers.

If it impossible to eliminate the reasons of the damage, the manufacturer (contractor) shall be required to phase out such products, withdraw them from commerce and recall them from consumers. In case of failure to meet these obligations the products shall be phased out, withdrawn from commerce and recalled from consumers by order of the executive authorities exercising product safety control.

The manufacturer (contractor) shall be required to indemnify consumers in full for any loss related to the recalling of products.

6. Creating a new (modernized) commodity, its developer must produce technical documentation to a relevant body for public examination for its conformity with requirements concerning safety for consumer life, health and property and environment.

7. The manufacturer (contractor) shall be required to inform the consumer on any possible risk and on safe usage of products with the help of adopted notations universally known in international practice.

## **Article 15. Consumer's right to product information**

1. The consumer shall have the right to obtain necessary, accessible, reliable and timely information about the product that provides a possibility for choosing it consciously and competently. The information must be provided to the consumer before he/she purchases goods or orders a work (service). Product information shall not be regarded as advertisement.

Product information must include:

1) name of the goods, name or reproduction of the mark for goods and services under which they are sold;

2) titles of regulatory documents requirements of which any domestic product must comply with;

3) data on basic properties of the product and, concerning foodstuffs, on the composition thereof (including the list of raw materials used to manufacture them, particularly food additives), nominal quantity (mass, volume, etc.), nutritive and caloric value, consumption conditions, reservations concerning consumption thereof by certain consumer categories, and other information related to a specific product;

4) data on the content of substances harmful for health, which are prescribed by regulatory legal acts, and reservations concerning consumption of certain products if such reservations are prescribed by regulatory legal acts;

5) mark on presence of genetically modified components therein;

6) data on price (tariff), conditions and rules of purchase of the product;

7) date of manufacture;

8) data on storage conditions;

9) warranty obligations of the manufacturer (contractor);

10) rules and conditions of efficient and safe usage of the product;

11) useful life (service life) of the goods (results of work), data on the consumer's necessary actions after expiry thereof, data on possible consequences of failure to take such actions;

12) name and location of the manufacturer (contractor, seller) and of the enterprise that performs functions thereof concerning receipt of claims from the consumer as well as carries out repair and maintenance.

Information on services related to concert, concert touring, competition or festival activities must contain data on usage or non-usage by musical composition performers of phonograms of their own vocal, instrumental, vocal-and-instrumental performance of a musical composition with or without musical illustration, or of phonograms of musical illustration to their own vocal, instrumental or vocal-and-instrumental performance of a musical composition.

Concerning any products subject to mandatory certification the consumer must be provided with information on certification thereof.

Concerning any products that, under certain conditions, may be unsafe for the consumer's life, health or property or for environment, the manufacturer (contractor, seller) shall be required to bring to the consumer's notice information about such products and possible consequences of consuming (using) them.

Information must be provided to the consumer in accordance with legislation on languages.

2. Information envisaged by part 1 of this article shall be brought to the consumers' notice by the manufacturer (contractor, seller) in accompanying documentation attached to products, on the label as well as in marking or by other means (in comprehensible vivid form) accepted for individual product types or individual service sectors.

Product information may be placed in the points where the products are sold as well as brought to the consumer's notice by telecommunications facilities given his/her consent.

Foodstuffs packed or prepacked in Ukraine must be accompanied with information about their origin.

3. The manufacturer (contractor) that sells a product must necessarily indicate the price of every unit of such a product or one product category and the price of one standard unit of this product.

Inscriptions concerning the product selling price must be clear and simple for understanding.

The product price must include all taxes and non-tax compulsory payments that, according to legislation, shall be paid by the consumer when purchasing a relevant product.

At an auction, consumers must be informed on the starting selling price of the goods being sold.

Goods price shall be indicated per one package of such goods or, if the goods are delivered unpacked, per unit of measurement usually applied to such goods.

If several goods, works or services or a combination thereof are offered at one price or if the seller (contractor) gives the consumer, when selling one product, the right to obtain another product at a reduced price, the consumer shall be provided with information concerning:

1) content and cost of the offer and, if goods, works or services are offered at one price, the price of such goods, works or services taken separately;

2) conditions of acceptance of the proposal, particularly its period of validity, and any restrictions including a restriction concerning quantity.

4. Using the concepts of "discount" or "reduced price" or any other similar in meaning shall only be allowed provided the following conditions are met:

1) if they are applied to a product directly sold by the given economic entity;

2) if such kind of discount or price reduction is applied during a definite and limited period of time;

3) if the product price is lower than the usual product price.

5. Using the concept of “sell-out” or any other similar in meaning shall only be allowed provided the following conditions are met:

1) if there is sell-out of all goods within a certain place or of a clearly defined group of goods;

2) if duration of the sell-out is limited in time;

3) if prices of the products subject to be sold out are lower than their usual prices.

6. After public notification on the beginning of a sell-out, application of discounts or price reduction, consumers must be informed on the product price that was established before the sell-out, application of discounts or price reduction as well as on the price of the same product established after the beginning thereof.

7. If provision of inaccessible, unreliable, incomplete or untimely information about a product and about the manufacturer (contractor, seller) has caused:

1) purchase of a product having no properties required by the consumer, the consumer shall have the right to cancel the agreement and claim damages caused thereto;

2) impossibility of using the purchased product according to its purpose, the consumer shall have the right to demand provision of proper information within a reasonably short term but not later than one month. If no information has been provided within the said term the consumer shall have the right to cancel the agreement and claim damages;

3) damage to the consumer’s life, health, or property, the consumer shall have the right to raise to the seller (manufacturer, contractor) claims provided for by Article 16 hereof as well as claim damages caused to natural objects being in his/her possession by the right of ownership or on other grounds provided for by a law or agreement.

8. Any loss caused to the consumer by fraudulent advertising shall be subject to reimbursement by the person guilty thereof in full.

The seller shall not be released from liability if it has not obtained appropriate information about the goods from the manufacturer (importer).

9. When considering the consumer’s claims on damages caused by unreliable or incomplete product information or by fraudulent advertising, one must proceed from the assumption that the consumer has no special knowledge about properties and characteristics of the products that he/she purchases.

#### **Article 16. Property liability for damage caused by defective products or by products having improper quality**

1. Any damage caused to the consumer’s life, health or property by defective products or by products having improper quality shall be subject to indemnification in full unless the law provides a higher degree of liability.

2. The right to claim damages shall be recognized for every grieved consumer regardless of whether he/she had contractual relations with the manufacturer (contractor, seller).

Such a right shall be retained during the established service life (useful life) or, if such period is not established, during ten years from the date such products were introduced into commerce by the manufacturer thereof.

Under such circumstances, the consumer shall be charged with proving:

- 1) existence of damage;
- 2) existence of a defect in the product;
- 3) existence of a cause-effect relation between such damage and defect.

The liability placed on the manufacturer (contractor) in accordance with provisions hereof shall not depend on acts or failure to act of other persons pertaining to the damage caused by defective products or by products of improper quality.

3. Liable to the consumer for the damage mentioned in part 1 of this article shall be the party that caused it.

4. The manufacturer shall be liable for any damage caused to the consumer's life, health or property in connection with the usage of articles, materials, equipment, devices, tools, attachments or other means necessary to manufacture goods, perform works, or provide services, regardless of its level of scientific and technical knowledge.

5. The manufacturer (contractor, seller) shall be released from liability if it proves that:

- 1) damage has been caused through the fault of the consumer himself/herself because he/she broke the established rules of using, storing or transporting the product, or due to an act of God;
- 2) it did not introduce the product into commerce;
- 3) a defect in the product emerged due to the manufacturer's compliance with the requirements of legislation or fulfillment of the public authorities' orders binding on the manufacturer.

#### **Article 17. Consumer's rights in the field of commercial and other types of services**

1. The right to have their demands satisfied in the field of commercial and other types of services shall be equally recognized for all consumers. Establishing any kind of advantage or applying any direct or indirect restriction of consumer rights shall not be allowed except in cases provided for in regulatory legal acts.

2. The consumer shall have the right to choose products freely in his/her convenient time considering the seller's (contractor's) working schedule.

The seller (contractor) shall be required to assist the consumer in every way possible in free choice of products.

Forcing the consumer to purchase products of improper quality or of the range he/she does not need shall be prohibited.

3. The seller (contractor) shall be required to provide the consumer with reliable and comprehensible information about the name, belonging and working schedule of its enterprise.

4. The consumer shall have the right to verification of quality, safety, completeness, measure, weight and price of the product being purchased (ordered) and to demonstration of its safe and correct usage. At the consumer's request, the seller (contractor) shall be required to provide him/her with instrumentation and with documents on product quality, safety and price.

If is necessary, within a warranty period, to find out reasons for which a product has lost its quality, the seller (contractor, manufacturer) shall be required to organize examination of the product within three days from the receipt of the consumer's written consent thereto. The examination shall be conducted at the expense of the seller (contractor, manufacturer). If the examination findings prove that drawbacks occurred after the product had been delivered to the consumer due to violation by him of established rules of using, storing or transporting or due to third persons' actions, the consumer's claims shall not be subject to satisfaction, and the consumer shall be required to reimburse the seller (contractor, the enterprise acting for it) for examination costs. The consumer and the seller (contractor, manufacturer) shall have the right to appeal against the examination findings judicially.

5. If the consumer's rights are violated at enterprises of the services sector, the seller (contractor, manufacturer) and workers of such enterprises shall be held liable according to law.

#### **Article 18. Invalidating conditions that restrict the consumer's rights**

1. The seller (contractor, manufacturer) must not include unfair conditions in agreements with the consumer.

2. Conditions of an agreement shall be unfair if, contrary to the bona fides principle, it results in a substantial imbalance between contractual rights and duties to the detriment of the consumer.

3. In particular, unfair shall be conditions of an agreement on:

1) releasing from or restricting legal liability of the seller (contractor, manufacturer) in case its acts or failure to act caused the consumer's death or deterioration of health;

2) excluding or restricting the consumer's rights concerning the seller (contractor, manufacturer) or a third person in case the seller (contractor, manufacturer) completely failed to meet its contractual obligations or met them improperly, including conditions on mutual set-off, the consumer's payment obligations and his/her claims in case the agreement is breached on the part of the seller (contractor, manufacturer);

3) establishing the consumer's stringent duties while provision of a service is only determined by the contractor's own discretion;

4) allowing the seller (contractor, manufacturer) not to repay the funds paid by the consumer, in case the latter refused to enter into or comply with an agreement, without establishing the consumer's right to get appropriate reimbursement from the seller (contractor, manufacturer) in connection with cancellation of or failure to comply with the agreement by the latter;

- 5) establishing the requirement concerning the consumer's payment of a disproportionately large sum of reimbursement (more than fifty percent of the product value) in case he/she fails to meet his/her obligations according to the agreement;
- 6) granting the seller (contractor, manufacturer) the right to cancel the agreement with the consumer at its own discretion while the consumer is not granted such a right;
- 7) granting the seller (contractor, manufacturer) the right not to repay the funds for payment of non-provided products in case the agreement is canceled at the initiative of the seller (contractor, manufacturer);
- 8) granting the seller (contractor, manufacturer) the right to cancel an agreement with the consumer concluded for an uncertain period without notifying the latter thereabout, except for cases established by law;
- 9) establishing an unreasonably short period for the consumer to give consent to extension of the agreement concluded for a definite period, with automatic extension of such an agreement in case the consumer does not express an appropriate intention;
- 10) establishing conditions binding upon the consumer, which he/she had no real chance to learn prior to entering into the agreement;
- 11) granting the seller (contractor, manufacturer) the right to alter conditions of the agreement unilaterally at its own discretion or on the grounds not specified in the agreement;
- 12) granting the seller (contractor, manufacturer) the right to unilaterally alter characteristics of the products that are subject of the agreement;
- 13) setting the price of the goods as of the moment of delivery thereof to the consumer, or allowing the seller (contractor, manufacturer) to increase the price without giving the consumer the right of canceling the agreement if the price is higher than that agreed upon as of the moment the agreement was entered into;
- 14) granting the seller (contractor, manufacturer) the right to determine the product's compliance with terms of the agreement or granting it the sole right of interpretation of the agreement;
- 15) restricting liability of the seller (contractor, manufacturer) concerning any obligation assumed by its agents, or making assumption of such obligations by it conditional upon compliance with unnecessary formalities;
- 16) establishing the consumer's duty to meet all obligations even if the seller (contractor, manufacturer) does not meet its obligations;
- 17) granting the seller (contractor, manufacturer) the right to transfer its rights and duties under an agreement to a third party if this may result in decrease of guarantees arising thereunder for the consumer, without the latter's consent.

4. The list of unfair conditions in agreements with consumers is not exhaustive.

Provisions of paragraph 8 part 3 of this article shall not apply to the provision in consumer loan agreements, according to which the loan provider shall establish the right of canceling

the agreement unilaterally given any ground specified in legislation and provided each of the parties is immediately notified on cancellation thereof.

Provisions of paragraph 11 part 3 of this article shall not apply to agreements concluded for an uncertain period provided such agreements envisage mandatory notification of the consumer in advance about any intention of amending terms of the agreement and granting the consumer the right to cancel the agreement in connection therewith.

Provisions of paragraph 13 part 3 of this article shall not apply to price indexing provisions that comply with legislation if price calculation terms and method are clearly and unambiguously specified in the agreement.

Provisions of paragraphs 8, 11 and 13 part 3 of this article shall not apply to:

1) transactions with securities, financial services, or other goods or services prices of which depend on changes of quotations or indices at exchanges or on rates at financial markets not controlled by the seller;

2) agreements on purchase/sale of foreign currency or traveler's checks or on international remittances nominated in foreign currency.

5. If any provision of the agreement has been found unfair, including the price of the agreement, such a provision may be amended or declared invalid.

6. If amending a provision or declaring it invalid calls forth amending other provisions of the agreement, then, at the consumer's request:

1) such provisions shall also be subject to amending; or

2) the agreement may be declared invalid as a whole.

7. Any provision declared invalid shall be regarded as such from the conclusion of the agreement. If provision is amended such amendments shall be regarded valid from the moment of amending.

8. Unclear or ambiguous provisions of agreements with consumers shall be interpreted in the consumer's favor.

9. If using any provisions of an agreement that restrict the consumer's rights has caused a loss to the consumer the loss shall be indemnified by the guilty person in full.

The consumer shall have the right to indemnification of any losses caused to him/her by the seller (contractor, manufacturer) in connection with using by the latter of advantages of the latter's position in production or commercial activities.

### **Article 19. Prohibition of unfair business practice**

1. Unfair business practice shall be prohibited.

Unfair business practice shall include:

1) taking any action qualified by legislation as manifestation of unfair competition;

2) any activity (actions or failure to act) that misleads the consumer or is aggressive.

2. If business practice induces or may induce the consumer to give consent to making a legal act to which he/she would otherwise not agree, such practice is misleading concerning:

- 1) basic product characteristics such as: availability, advantages, danger, composition, usage methods, warranty service, method and date of manufacture or delivery, supply, quantity, specification, geographic or other origin, expected results of consumption, results and basic characteristics of tests or checks of the goods;
- 2) any reservation concerning direct or indirect support of the seller or product by the manufacturer;
- 3) price or price calculation method, or availability of discounts or other price advantages;
- 4) any need for services, replacement of components, or repair;
- 5) nature, attributes and rights of the seller or agent thereof, particularly information about its identity and assets, qualifications, status, availability of license, affiliation and rights of intellectual or industrial property, its honors and awards;
- 6) the consumer's rights or danger threatening him/her.

Business practice shall be misleading if, when offering a product, the consumer is not provided with information necessary to make conscious choice, or if the consumer is provided with such information in an unclear, incomprehensible or ambiguous form.

3. The following actions shall be prohibited as misleading:

- 1) offering for sale a product at a certain price if there is a ground to believe that the seller or contractor will not be able to provide such a product at such a price or in such amounts, which may be foreseen from the suggested price and product characteristics;
- 2) offering one product for sale prior to sale of some other product;
- 3) refusing to produce to the consumer the goods offered, and accepting an order but failing to provide the goods within a reasonable term, or demonstrating a defective sample of the goods;
- 4) invalid notification on availability of a limited quantity of goods, or depriving consumers of a sufficient period of time required to make a conscious decision with the purpose of forcing them to make a quick decision;
- 5) offering for free sale any product withdrawn from commerce or any product commerce of which is somehow restricted;
- 6) invalid assertion that personal safety of the consumer or his/her family will be exposed to danger unless he/she purchases or order a product;
- 7) creating, operating, or promoting pyramidal schemes when a consumer pays for a possibility of getting compensation that is given at the expense of involving other consumers in such a scheme rather than at the expense of selling or consuming products;

8) using a notice on sell-out in connection with termination of activity of an economic entity, a structural unit thereof, or termination of a relevant economic activity while this is not actually true.

The list of misleading business practice forms is not exhaustive.

4. Any business practice that actually contains elements of compulsion, importunity or improper influence and substantially affects or may affect the consumer's freedom of choice of behavior concerning purchase of products shall be regarded as aggressive.

When determining whether business practice contains elements of compulsion, importunity or improper influence, the following shall be taken into attention:

- 1) time, character and repetition of product purchase offers;
- 2) using offensive or threatening expressions;
- 3) using a circumstance difficult for the consumer, which was known to the seller or contractor, to affect the consumer's decision;
- 4) setting burdensome or disproportionate non-agreed obstacles for the consumer's exercise of his/her rights under the agreement including for the provision on the consumer's right to cancel the agreement or replace the products or enter into an agreement with other economic entity;
- 5) threatening to take illegal or unlawful actions.

5. The following business practice forms shall be prohibited as aggressive:

- 1) giving the impression that the consumer may not leave the seller's (contractor's) premises without entering into an agreement or making payment;
- 2) making prolonged and/or periodic visits to the consumer's habitation in spite of the consumer's demand to stop such actions or to leave his/her place;
- 3) sending continuous telephone, facsimile, electronic or other messages without the consumer's consent thereto;
- 4) demanding to pay for the products delivered by the seller (contractor) if the consumer gave no direct and unambiguous consent to purchase them.

The list of aggressive business practice forms is not exhaustive.

6. Any legal act made using unfair business practice shall be invalid.

Economic entities and employees thereof shall be liable for unfair business practice in accordance with legislation.

## **Article 20. Rules of commercial, domestic and other servicing**

1. Rules of commercial, domestic and other types of servicing (performance of works, provision of services) shall be approved by the Cabinet of Ministers of Ukraine. The said rules may not contradict legislative acts.

## **Article 21. Violation of consumer rights**

1. Apart from other cases of consumer rights violation that may be established and proved proceeding from appropriate provisions of the consumer rights protection legislation, it shall be believed that, for the purpose of applying this Law and related consumer rights protection legislation, the consumer's rights are in any case violated if:

- 1) when selling products, the consumer's right to free choice of products is violated in any way;
- 2) when selling products, the consumer's freedom of will and/or the will expressed by him/her is violated in any way;
- 3) when providing a service that the consumer cannot refuse but can obtain only from one provider, the provider imposes such conditions of the service that put the consumer into an unequal position compared with other consumers and/or providers and do not give the consumer equal guarantees of indemnification of the loss caused by failure of the parties to meet (or by improperly meeting) conditions of the agreement;
- 4) the principle of equality of the parties of the agreement, to which the consumer is a party, is violated;
- 5) the consumer's right to necessary, accessible, reliable and timely information about relevant products is restricted in any way (except for cases specified in law);
- 6) the consumer has been sold a product being unsafe, of improper quality, or falsified;
- 7) product price has been determined improperly;
- 8) documents confirming performance of the agreement, to which the consumer is a party, have not been timely delivered (provided) to the consumer.

## **Article 22. Judicial protection of consumer rights**

1. Protection of the consumer rights provided for in legislation shall be exercised by court.
2. When satisfying the consumer's claims, a court shall simultaneously decide about indemnification of moral (non-property) damage.
3. Consumers shall be exempted from any state duty under any suits related to violation of their rights.

## **Article 23. Liability for violation of the consumer rights protection legislation**

1. In case of violation of the consumer rights protection legislation, economic entities of the commercial and other service sectors including restaurant business shall be liable for:

- 1) denying the consumer exercise of his/her rights set forth in part 1 Article 8 and part 3 Article 10 hereof, - in the tenfold amount of the product value based on the prices in force as of the moment of purchase of the product, but no less than two nontaxable minimal individual incomes;

2) manufacturing or selling products failing to comply with requirements of regulatory documents, - in the amount of fifty percent of the value of the consignment of goods manufactured or received for sale, the work done, or the service provided, but no less than ten nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of ten nontaxable minimal individual incomes;

3) selling products subject to mandatory certification in Ukraine while the documents according to which the products have been provided for sale fail to contain registration numbers of the conformity certificate or conformity recognition warrant and/or conformity declaration, if this is prescribed by technical regulations for conformity confirmation concerning a relevant product category, - in the amount of fifty percent of the value of the consignment of goods received for sale, the work done, or the service provided, but no less than ten nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of ten nontaxable minimal individual incomes;

4) manufacturing or selling products failing to comply with requirements of regulatory documents or regulatory legal acts concerning safety for consumer life, health and property and for environment, - in the amount of three hundred percent of the value of the consignment of goods manufactured or received for sale, the work done, or the service provided, but no less than twenty five nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of fifty nontaxable minimal individual incomes;

5) selling products, manufacture and sale (performance, provision) of which is prohibited by a relevant public authority, - in the amount of five hundred percent of the value of the consignment of goods received for sale, the work done, or the service provided, but no less than one hundred nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of one hundred nontaxable minimal individual incomes;

6) selling dangerous products (toxic substances, pesticides, explosive and flammable substances, etc.) without proper warning marking and without information about the rules and conditions of safe usage, - in the amount of one hundred percent of the value of the consignment of goods received for sale, but no less than twenty nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of twenty nontaxable minimal individual incomes;

7) absence of necessary, accessible, reliable and timely product information, - in the amount of thirty percent of the value of the consignment of goods received for sale, the work done, or the service provided, but no less than five nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of five nontaxable minimal individual incomes;

8) obstructing officials of the specially authorized executive authority responsible for protection of consumer rights and officers of the local government's structural unit for consumer rights protection during verification of product quality and of the rules of commercial and other servicing, - in the amount of 1-10 percent of the value of sales in the previous calendar month, but no less than ten nontaxable minimal individual incomes, or, when the economic entity, according to law, does not keep mandatory accounts of incomes and costs, - in the amount of ten nontaxable minimal individual incomes;

9) failure to execute or untimely execution of an order issued by officials of the specially authorized executive authority responsible for protection of consumer rights concerning elimination of consumer rights violation, - in the amount of twenty nontaxable minimal individual incomes;

10) selling goods useful life of which has expired, - in the amount of two hundred percent of the remaining part of the consignment of goods received for sale, but no less than five nontaxable minimal individual incomes;

11) violating conditions of an agreement between the consumer and the contractor about performance of a work or provision of a service, - in the amount of one hundred percent of the value of the work done (service provided), and for the same actions taken concerning a group of consumers, - in the amount of 1-10 percent of the value of the works done (services provided) in the previous calendar month, but no less than five nontaxable minimal individual incomes.

2. Amounts of fines shall be transferred to the state budget.

Procedure for imposing fines shall be determined by the Cabinet of Ministers of Ukraine.

3. If economic entities of the commercial and other service sectors including restaurant business fail to execute voluntarily any decisions (resolutions) indicated in Article 26 hereof, made by the specially authorized executive authority responsible for protection of consumer rights, its territorial bodies and officials thereof concerning imposition of a penalty, such decisions (resolutions) shall be enforced by the state enforcement service according to the procedure set forth in the Law of Ukraine on Enforcement Proceedings (606-14).

### **Section III**

#### **COMMUNITY ORGANIZATIONS OF CONSUMERS (CONSUMERS' ASSOCIATIONS)**

##### **Article 24. Community organizations of consumers (consumers' associations)**

1. Consumers shall, in order to protect their legal rights and interests, have the right to unite into community organizations of consumers (consumers' associations).

2. Consumers' associations shall be community organizations carrying out activities according to the Law of Ukraine on Citizens' Associations (2460-12).

3. The state shall support activities of consumers' associations.

##### **Article 25. Rights of community organizations of consumers (consumers' associations)**

1. Consumers' associations shall have the right to:

1) study consumer properties of products and demand for products, conduct survey of people to find out public opinion about quality of the goods produced and sold as well as their prices;

2) carry out examination and testing of products by their own efforts or approach authorized public authorities to carry out such examination and testing;

- 3) obtain information necessary to implement their goals and tasks from executive authorities and local governments;
- 4) assist relevant public authorities in the exercise of control over for product and service quality;
- 5) provide legal and consulting aid to consumers according to legislation;
- 6) submit proposals concerning development of regulatory documents establishing requirements to product quality;
- 7) represent and protect consumers' interests in executive authorities and local governments according to legislation;
- 8) submit proposals to executive authorities and economic entities concerning: measures to improve product quality; temporary suspension of output and sale of products failing to meet established quality requirements; discontinuation of output and sale of products harmful for human life, health and property or damaging environment as well as of falsified and defective products; correction of prices set in defiance of legislation;
- 9) go to law for bringing a suit to declare actions of the seller, manufacturer (enterprise that performs their functions), or contractor unlawful concerning an indefinite circle of consumers and to stop such actions.

When satisfying such a suit, the court shall oblige the infringer to bring the court decision, within the term established by the court, to notice of consumers via mass media or in other way.

The court decision that became legally valid, as to declaring actions of the seller, manufacturer (enterprise that performs their functions), or contractor unlawful concerning an indefinite circle of consumers, shall be binding upon the court that considers the consumer's suit concerning civil consequences of their actions on whether such actions did take place and whether they were committed by those persons;

- 10) protect in court, according to legislation, rights of the consumers who are not members of community organizations of consumers (consumers' association);
- 11) turn to law-enforcement bodies and executive authorities to make answerable any persons guilty of output and sales of products of improper quality;
- 12) inform the public on consumer rights;
- 13) promote development of international cooperation in protection of consumer rights and interests.

#### **Section IV**

### **ACTIVITIES OF PUBLIC AUTHORITIES IN CONSUMER RIGHTS PROTECTION**

#### **Article 26. Powers of the specially authorized central executive authority responsible for consumer rights and interests protection and of territorial bodies thereof**

1. The specially authorized central executive authority responsible for consumer rights protection and its territorial bodies in the Autonomous Republic of Crimea, oblasts, Kyiv and Sevastopol cities shall exercise state control for compliance with the consumer rights protection legislation, ensure implementation of the state policy concerning consumer rights protection, and have the right to:

1) give economic entities binding orders to cease any violation of consumer rights;

2) inspect economic entities in the sector of trade and services, including restaurant business, for product quality, compliance with mandatory requirements concerning product safety, and conformity with the rules of trade and services provision; freely visit and inspect, according to legislation, any production, storage, commercial and other premises of the said entities.

Procedure of such inspections shall be determined by the specially authorized central executive authority responsible for consumer rights protection;

3) take from economic entities in the sector of trade and services, including restaurant business, samples of goods, raw materials, semi-finished articles, or components to check their quality on the spot or to carry out independent examination in appropriate laboratories and other institutions accredited to carry out such work according to legislation; the cost of samples and studies (examination) shall be covered from the state budget funds. If the studies (examination) have revealed the fact of sales of products having improper quality and/or falsified products, the economic entity that was inspected shall recover any costs thereof. The recovered funds shall be transferred to the state budget. Procedure of taking such samples shall be determined by the Cabinet of Ministers of Ukraine;

(The provision of the first sentence, paragraph 3, part 1, Article 26, concerning covering of costs and studies (examination) from the state budget shall become valid on 1 January 2007. Until that date, the payment shall be made by the economic entities inspected according to paragraph 2, item 1, Final Provisions hereof)

4) carry out control checks of correctness of settlements with consumers for any products sold. If returning the products, which were used (obtained) during a control check, is impossible, costs shall be appropriated to operating results of economic entities. Procedure of such checks shall be determined by the Cabinet of Ministers of Ukraine;

5) obtain, free of charge, from the economic entities being inspected copies of necessary documents depicting quality of products, raw materials and components used to manufacture the products in question;

6) suspend shipping and selling any goods that fail to meet requirements of regulatory documents until economic entities have eliminated any drawback discovered;

7) prohibit economic entities to sell consumers any products:

a) for which there are no documents proving their compliance with requirements of regulatory documents;

b) for which regulatory legal acts and regulatory documents establish mandatory requirements concerning safety of consumer life, health or property and environment protection, if the products are part of the list of products subject to mandatory certification but do not have a conformity certificate (conformity recognition warrant);

c) brought in the territory of Ukraine with no documents confirming their proper quality;

d) for which useful life is not indicated or indicated not according to requirements of regulatory documents, as well as goods useful life of which has expired;

e) which are falsified;

8) make decisions to:

a) discontinue sales and manufacture of products failing to meet requirements of regulatory legal acts and regulatory documents by economic entities in the sector of trade and services including restaurant business, - until any discovered drawback has been eliminated;

b) suspend activities of the economic entities in the sector of trade (sections, departments), services including restaurant business, warehouses of wholesale and retail traders and organizations irrespective of their ownership form that systematically sell goods of improper quality, break the rules of trade and services provision, or break conditions of goods storage and transportation, - until any discovered drawback has been eliminated;

9) seal, according to the procedure established by legislation, any production, storage, commercial or other premises of economic entities in the sector of trade and services including restaurant business, as well as any measurement instrumentation used to service consumers, which is inoperative, has wrong readings, has a damaged calibration stamp, a calibration stamp with expired validity period, or no calibration stamp at all, with subsequent notification thereon of territorial bodies of the specially authorized central executive authority in the field of standardization, metrology and certification;

10) file actions to court concerning consumer rights protection;

11) submit inspection reports concerning persons' acts containing corpus delicti to bodies of inquiry or bodies of prejudicial investigation;

12) impose administrative penalties on guilty persons in cases provided for in legislation.

Administrative offence cases shall be considered at the location of the specially authorized central executive authority responsible for consumer rights protection or territorial bodies thereof;

13) impose penalties provided for in Article 23 hereof on economic entities in the sector of trade and services including restaurant business, according to the procedure established by the Cabinet of Ministers of Ukraine.

2. Results of inspections of economic entities by officers of the specially authorized central executive authority responsible for consumer rights protection and its territorial bodies shall be formalized in appropriate reports.

#### **Article 27. Powers of other executive authorities concerning consumer rights protection**

1. Other executive authorities shall exercise state protection of consumer rights within their competence determined by legislation.

#### **Article 28. Powers of local governments concerning consumer rights protection**

1. For the purpose of consumer rights protection, local governments shall have the right to establish under their executive bodies structural units for consumer rights protection, which shall have the right to:

1) consider consumers' appeals and advise consumers on consumer rights protection matters;

2) analyze agreements concluded by sellers (contractors, manufacturers) with consumers in order to discover any terms and conditions restricting consumer rights;

3) in case any products of improper quality, falsified products, products dangerous for consumer life, health or property and for environment have been found – urgently notify thereon the relevant territorial bodies engaged in consumer rights protection or other bodies exercising product quality and safety control and supervision;

4) in case any fact of sales of products not accompanied with necessary, accessible, reliable, timely information and appropriate documents or of products with expired useful life has been revealed – suspend sales of the products until the information and accompanying documents have been produced or stop sales thereof;

5) prepare a representation to the body, which issued a permission to carry out a relevant activity, to decide the question about suspension of its validity or about preterm cancellation in case consumer rights are regularly violated;

6) file actions to court concerning consumer rights protection.

#### **Article 29. Duties and responsibilities of officers of executive authorities that exercise consumer rights protection**

1. Officers of executive authorities that exercise consumer rights protection shall be required to adhere to statutory requirements strictly. Officers shall be held liable for failure to perform their duties or for improper performance of their duties according to legislation.

#### **Article 30. Administration of complaints about decisions made by executive authorities that exercise consumer rights protection, by officers thereof, and about actions taken by such officers**

1. Complaints about decisions made by executive authorities that exercise consumer rights protection, by officers thereof, and about actions taken by such officers shall be administered according to the procedure established by legislation.

2. Filing a complaint shall not suspend execution of a decision made by the executive authority that exercises consumer rights protection, by officers thereof, and of actions taken by such officers.

#### **Article 31. Relations between executive authorities that exercise consumer rights protection and law enforcement bodies**

1. Officers of law enforcement bodies shall render assistance to officers of the executive authorities that render consumer rights protection in performing official duties by the latter as well as stop any unlawful actions by natural persons that hinder performance of officials duties assigned to the latter.

## **Article 32. Legal protection of officers of the specially authorized central executive authority responsible for consumer rights protection and territorial bodies thereof**

1. Any officer of the specially authorized executive authority responsible for consumer rights protection shall, when performing his/her official duties, be protected by law.

The state shall guarantee protection of life, health, honor, dignity and property of any officer of the specially authorized executive authority responsible for consumer rights protection and of his/her family members against criminal trespasses and other unlawful acts.

2. Every officer of the specially authorized executive authority responsible for consumer rights protection shall be subject to compulsory state insurance at the state budget expense.

Procedure and conditions of insurance of an officer of the specially authorized executive authority responsible for consumer rights protection shall be established by the Cabinet of Ministers of Ukraine.

3. Offense of an officer of the specially authorized executive authority responsible for consumer rights protection as well as any resistance, threat, violence or other act hindering performance of the tasks assigned thereto shall entail liability according to law.

In case of permanent injury or disability that resulted from performance of official duties, an officer of the specially authorized executive authority responsible for consumer rights protection shall receive compensation amounting to annual to five-year cash allowance depending on the loss of disability. In case of an officer's death for the above-mentioned reason, his/her family shall be paid one-time aid amounting to ten-year cash allowance for his/her last position.

Any damage (loss) caused to property of an officer of the specially authorized executive authority responsible for consumer rights protection or of his/her family members in connection with his/her performance of official duties shall be indemnified for in full at the state budget expense with subsequent collection of that sum from those guilty.

## **Section V**

### **FINAL PROVISIONS**

1. This Law shall take effect on the day of its publication.

The provision of the first sentence, paragraph 3, part 1, Article 26, concerning covering of costs and studies (examination) from the state budget shall take effect on 1 January 2007. Until that date, the payment shall be made by the economic entities inspected.

2. Until bringing into conformity herewith, other regulatory legal acts shall be used to the extent not in conflict herewith.

3. The Cabinet of Ministers shall, within six months from taking effect hereby:

1) prepare and submit to the Verkhovna Rada of Ukraine for consideration its proposals concerning bringing other laws into conformity herewith;

2) ensure, according to its competence, adoption of regulatory legal acts provided for hereby;

3) bring its own regulatory legal acts into conformity herewith;

4) ensure review and cancellation by ministries and other central executive authorities of their regulatory legal acts that are in conflict herewith.

Chairman of the Verkhovna Rada of the Ukrainian SSR

L. KRAVCHUK

City of Kyiv  
12 May 1991  
No. 1023-XII