

Consumer Protection Act

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Text in Bulgarian: Закон за защита на потребителите

Chapter One GENERAL DISPOSITIONS

Article 1. (1) This Act shall regulate the protection of consumers, the powers of State bodies and the activity of consumer associations in this area.

(2) The purpose of this Act is to ensure protection of the following fundamental consumer rights:

1. right to be informed about products and services;
2. right to be protected against the risk of acquisition of products and services that are hazardous to consumers' life, health or property;
3. (amended, SG No. 64/2007, SG No. 102/2008) right to protection of consumers' economic interests upon acquisition of products and services with regard to unfair commercial practices and methods of sale, unfair contractual terms, and provision of guarantees associated with consumer goods;
4. right to obtain redress for damage caused by defective products;
5. right of access to judicial and out-of-court procedures for the resolution of consumer disputes;
6. right to education on issues related to consumer protection;
7. right of association for the purposes of protecting consumers' interests;
8. right to be represented before State bodies making decisions on issues affecting consumers.

Article 2. Upon conduct of the State policy in the separate economic branches and sectors, the executive authorities shall take into consideration the interests of consumers as well.

Article 3. (1) The rights granted to consumers under this Act may not be restricted. Any stipulation which excludes or restricts consumer rights a priori, shall be void.

(2) Any renunciation of rights granted to consumers under this Act shall be void.

(3) (Effective 1.01.2007) Any contractual clause, which specifies as law applicable the law of another State which is a non-member State of the European Union and which clause excludes the application of the provisions of this Act or of the law of a Member State of the European Union, shall be void.

Chapter Two

INFORMATION PROVIDED TO CONSUMERS

Section I

General Obligation to Provide Information

Article 4. Prior to the acquisition of a product or the use of a service, a trader shall be obligated to provide consumers with adequate information enabling them to make a choice. This information shall include:

1. all characteristics of the product or service which must be known to the consumer, including the composition, packaging, as well as instructions for use, assembly and maintenance;
2. price, quantity, method of payment and other contractual terms;
3. (repealed, SG No. 64/2007);
4. the dangers related to the customary use, application or maintenance of the product or service;
5. the conditions for use of the product or service; its impact on other products and services if applied or used together with such other products or services;
6. conditions and period of the guarantee;
7. the date of minimum durability of the product.

Article 5. (1) The trader shall be obligated to provide the information about the product or service in writing or in another appropriate manner which enables its perception by the consumer. Where provided in writing, the information must mandatorily be provided in the Bulgarian language and must be expressed in the units of measurement of the Systeme International d'Unites (SI).

(2) The information must be true, comprehensive and intelligible.

(3) (Repealed, SG No. 64/2007).

Article 6. The trader shall be obligated to designate specially marked areas, separate from the areas of the rest of the products on the business premises, and to inform the consumer in advance in an appropriate manner when offering:

1. used products;
2. non-food products past the date of minimum durability whereof the sale does not pose a hazard to consumers' life and health;
3. products departing from the characteristics indicated in advance whereof the sale does not pose a hazard to consumers' life and health;
4. products sold at a discount.

Article 7. The trader shall not be exempted from the obligations thereof covered under Articles 4 to 6 herein even where the said trader has not received the requisite information from the supplier or the producer.

Article 8. (1) The trader shall be obligated to display the following information near the entrance to the business premises:

1. the business name and the address of the place of management of the trader;
2. the forename and surname of the person in charge of the business premises;
3. the working hours of the business premises.

(2) Where the business premises are closed, the trader shall indicate this in the place where the working hours are indicated.

(3) The working hours as indicated shall be obligatory for the trader.

Section II

Product Labelling

Article 9. (1) The trader shall be obligated to offer consumers products labelled in the Bulgarian language or in multiple languages including Bulgarian, with the exception of cases where the information referred to in Paragraph (2) may be provided by using common symbols such as pictographs and other signs that are readily intelligible to consumers, or through use of designations of origin or the product that are universally known.

(2) The label shall mandatorily contain information on the producer and importer, if the product is imported, on the type of the product, its essential characteristics, the minimum date of durability and the storage conditions and, if necessary, instructions for use.

(3) The information contained in the label must be intelligible, accessible, clear, easily identifiable and not misleading.

(4) The trader shall have no right to remove or alter the label, the marking or any other information provided by the producer or importer if by doing so the trader would mislead consumers.

(5) Where products are offered, apart from labels, other means of informing consumers may be used as well to explain and complement the data indicated on the label, if this is required by the ordinances referred to in Article 12 herein.

Article 10. (1) Any pre-packaged and pre-packed products must state information on the quantity thereof, which must be indicated on the packaging, or should there be no packaging, on the product itself.

(2) The producer or the person that has packaged or packed the product shall be liable for the indication of the quantity, and where the product is imported, the importer shall be liable for the provision of this information.

(3) Where the quantity of the pre-packaged or pre-packed product has not been indicated in advance by the producer, the importer or the person that has packaged or packed the product, the trader shall be obligated to indicate the quantity on the product, on the packaging thereof or on a sign placed in immediate proximity to the product.

Article 11. Where the product precludes the affixation of a label, the trader shall be obligated to provide the consumer with the data referred to in Article 9 (2) herein in writing in another appropriate manner, or by providing the respective documents.

Article 12. The Council of Ministers shall adopt ordinances on:

1. the requirements for certain groups of products, the labelling thereof and/or the methods of testing essential characteristics thereof;
2. the imitations of foodstuffs.

Section III

Instructions for Use of Products

Article 13. (1) Any products whereof the use requires technical knowledge, any products containing dangerous substances or any products whereof the use presupposes possession of special skills or compliance with special safety requirements, must be accompanied by instructions for use prepared by the producer.

(2) The instructions for use of the products shall contain information needed by consumers for the correct and safe use and installation, coupling, maintenance or storage of the products. Where necessary, the instructions for use shall include a list of the component parts and details of the product.

(3) The producer, the trader or any other person who places on the market any imported products referred to in Paragraph (1) shall be obligated to supply instructions for use of the said products in the Bulgarian language.

Article 14. If the consumer so requests and where the product so permits, the trader shall be obligated to demonstrate the manner of operation of the product.

Section IV

Indication of Prices of Products and Services

Article 15. (1) (Supplemented, SG No. 64/2007) Each trader shall display in advance the selling price of the product in a clearly visible place in immediate proximity to the product.

(2) The selling price of the products offered in catalogues must be indicated in proximity to the photograph or description of the product.

Article 16. The selling price and the unit price of products and services must be unambiguous, easily intelligible, clearly and legibly inscribed and not deceive the consumer.

Article 17. In the cases where the selling price of the product or service consists of individual elements each having a selling price of its own, the sum total of the selling prices shall be clearly and legibly inscribed as the final price.

Article 18. The trader may inform the consumer in advance of the readiness of the trader to negotiate on a reduction of the price as indicated or of any of the indicated elements of the said price.

Article 19. (1) The price of the product must be indicated in leva.

(2) The price shall be indicated per unit of measurement as appropriate and per packaging if different from the unit of measurement, or per single unit of quantity.

(3) (Repealed, SG No. 64/2007).

(4) The selling price and unit price indicated on the business premises shall include:

1. value added tax (VAT) and all other additional taxes and fees; and

2. the price of all products and services which must be paid additionally by the consumer, in the cases where the said products and services must mandatorily be sold or provided by the trader.

(5) The indication of different prices for products of one and the same type on the business premises shall be prohibited, with the exception of the cases covered under Article 6 herein.

Article 20. (1) The trader shall be obligated to indicate simultaneously the selling price and the unit price of all products offered on the business premises by means of labels, price lists, signs or in another appropriate manner. If the nature of product allows labelling, the selling price may be indicated on the label.

(2) The selling price of the following shall not be subject to indication for:

1. any products supplied in the course of the provision of a service;

2. any products sold by tender and/or auction;

3. any antiques and works of art.

(3) The unit price shall not be indicated if it is identical to the selling price.

Article 21. Any advertisement of products which mentions the selling price thereof must also indicate the unit price.

Article 22. (1) Where products are offered in packaging, the price per quantity contained in the respective package and the unit price shall be placed on the package, and where this is impossible, in immediate proximity to the product.

(2) Where pre-packed products are offered, the selling price and the unit price indicated shall refer to the net weight of the product.

(3) Traders may indicate only the selling price where they sell different products offered in the same packaging.

Article 23. For products sold in bulk, only the unit price shall be indicated.

Article 24. (1) Any trader offering services to consumers shall be obligated to indicate in advance the selling prices of the services offered thereby by means of a price list displayed prominently on the business premises. In the cases where display of a price list would be inconvenient owing to the volume of services offered, it shall be admissible to prepare a price list in the form of a leaflet to be provided to each consumer prior to the provision of or payment for the service.

(2) The price list must be unambiguous, legible and intelligible.

(3) The provisions of Paragraph (1) shall not apply to the cases covered under Article 26 herein.

Article 25. (1) Where the service is offered away from the business premises, the trader must inform the consumer of the price of the service.

(2) Where the service is offered on the business premises, the trader shall indicate the price intelligibly and in a place easily visible from outside the business premises.

Article 26. (1) Where the consumer wishes to receive a service other than the services customarily offered by the trader, the trader may make an offer to the consumer, the price being negotiated on a case by case basis.

(2) Any such offer must state:

1. the name and address of the trader;

2. the type and nature of the service to be provided, and the potential supplies which must be made;

3. the selling price or the price based on parameters associated with the type of service indicated by the consumer;

4. the period for which the offer remains valid.

(3) In case the offer is not free of charge, the consumer must be informed of the offer price before the offer is prepared.

Article 27. (1) The selling price of the service shall be indicated in leva.

(2) The selling price of the service shall include VAT and all other taxes and fees payable by the consumer, as well as the price of all goods and services which must be paid additionally by the consumer.

(3) The indication of different prices for one and the same service on the business premises shall be prohibited. If, nonetheless, different prices are indicated for one and the same service, the consumer shall pay the lower price.

Article 28. Any persons carrying out commercial activity at paid outdoor car parks and parking garages shall be obligated to indicate the prices of parking space in a place visible to consumers in immediate proximity to the entrance.

Article 29. Any persons carrying out commercial activity at petrol filling stations and liquefied petroleum gas filling stations shall be obligated to place signs indicating the prices of the fuels offered thereby so that the said prices could be visible to drivers driving in the roadway on the side of which the petrol filling station or liquefied petroleum gas station stands.

Article 30. The trader shall be obligated to issue a document certifying the sale effected, which shall contain, as a minimum, data about the date of the sale, the type of product or service and the price.

Article 31. The Minister of Economy, Energy and Tourism shall issue ordinances establishing the procedure for the provision of information to consumers and for the indication of prices of specific types of products and services.

Chapter Three

(Repealed, SG No. 102/2008)

MISLEADING AND COMPARATIVE ADVERTISING

(Heading amended, SG No. 64/2007)

Section I

General Provisions

Article 32. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 33. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 34. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 35. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 36. (Repealed, SG No. 102/2008).

Article 37. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Section II
(Repealed, SG No. 102/2008)
Misleading Advertising

Article 38. (Repealed, SG No. 102/2008).

Section III
(Repealed, SG No. 64/2007)
Unfair Advertising

Article 39. (Repealed, SG No. 64/2007).

Section IV
(Repealed, SG No. 102/2008)
Comparative Advertising

Article 40. (Repealed, SG No. 102/2008).

Article 41. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 42. (Repealed, SG No. 102/2008).

Chapter Four

COMMERCIAL PRACTICES AND METHODS OF SALE

Section I

Contract Concluded Away from Business Premises

Article 43. (1) "Contract concluded away from business premises" shall be a contract between a trader and a consumer for the supply of goods or services which is concluded:

1. during a visit by the trader to the consumer's place of work, to the consumer's home or to the home of another consumer, where the visit does not take place at the express request of the consumer;
2. during an excursion organized by the trader away from the business premises thereof.

(2) "Trader," under Paragraph (1), shall be any natural or legal person who or which concludes contracts away from business premises as part of the commercial or professional activities of the said person, as well as any person authorized to effect this type of transaction on behalf and for the benefit of the trader.

Article 44. The provisions of this Section shall furthermore apply in respect of:

1. any contracts for the supply of goods or services other than those concerning which the consumer expressly requested the visit of the trader, provided that when the consumer requested the visit, the consumer did not know, or could not reasonably have known, that the supply of those other goods or services formed part of the trader's commercial or professional activities;
2. any contracts in respect of which an offer was made contractually by the consumer under the conditions described in Item 1 and in Article 43 (1) herein, although the consumer was not bound by that offer before its acceptance by the trader;
3. any offers made contractually by the consumer in the cases referred to in Item 1 and Article 43 (1) herein, where the consumer is bound by the offer made;
4. any contracts for the supply of goods and for the incorporation thereof in immovable property, or any contracts for repairing immovable property.

Article 45. The provisions of this Section shall not apply in respect of any contract:

1. for which the payment to be made by the consumer does not exceed BGN 120;
2. for the construction, sale and rental of immovable properties and contracts concerning other rights relating to immovable

properties;

3. for the supply of foodstuffs, of beverages or other goods intended for current consumption in the household and supplied by regular roundsmen;

4. for the supply of goods or services, provided that the following conditions are simultaneously met:

(a) the contract is concluded on the basis of a catalogue which the consumer has a proper opportunity of reading in the absence of a trader's representative;

(b) there is intended to be continuity of contacts between the consumer and a trader's representative in relation to that or any subsequent transaction;

(c) both the catalogue and the contract inform the consumer of the right thereof to return the goods to the trader within a period of not less than seven days reckoned from the day of receipt of the said goods or otherwise to cancel the contract within that period without obligation of any kind other than to preserve the goods exercising the care of sound stewardship;

5. insurance contracts;

6. contracts for securities.

Article 46. (1) In the case of contracts concluded away from business premises, the trader shall be obligated to inform the consumer of the right thereof to cancel the contract, stating the name and the address of the trader and the manner of exercise of the said right.

(2) The information referred to in Paragraph (1) shall be provided to the consumer in writing and must state particulars enabling the contract to be identified and the date on which the consumer was informed of the right thereof to cancel the contract.

(3) The information referred to in Paragraph (1) shall be provided to the consumers as follows:

1. in the cases under Article 43 (1) herein: at the time of conclusion of the contract;

2. in the cases under Item 1 of Article 44 herein: not later than the time of conclusion of the contract;

3. in the cases under Items 2 and 3 of Article 44 herein: when the offer for conclusion of a contract is made to the consumer.

Article 47. (1) The consumer shall have the right to cancel in writing any contract concluded away from business premises without compensation or penalty by giving the trader a notice of cancellation within a period of seven days reckoned from the day of receipt of the information referred to in Article 46 (1) herein.

(2) The consumer shall be released from any obligations arising from the contract concluded away from business premises as from the date of giving of the notice to the trader according to Paragraph (1).

(3) Where the trader has failed to provide the consumer with the information referred to in Article 46 (1) herein, the time limit for cancellation of the contract shall be three months reckoned from the date of the conclusion of the contract.

Section II

Distance Contract

Article 48. (1) (Supplemented, SG No. 18/2011) "Distance contract" shall be any contract concluded on the basis of an offer by a supplier to a consumer as part of an organized distance-sales or service-provision scheme without the simultaneous physical presence of the parties during the period from the date on which the offer is made up to and including the moment at which the contract is concluded.

(2) "Supplier," under Paragraph (1), shall be any natural or legal person who or which, as part of the commercial or professional activities thereof, concludes a distance contract with a consumer.

(3) A supplier making an offer for a distance sale and a consumer placing an order for a distance sale may use means of distance communication such as:

1. addressed and unaddressed printed matter;
2. standard letter;
3. press advertising with order form;
4. catalogue;
5. telephone (with or without human intervention);
6. radio;
7. television;
8. videophone;
9. videotex;
10. computer;
11. electronic mail;
12. Internet;
13. facsimile machine (fax).

(4) "Means of distance communication" shall furthermore refer to any means other than those specified in Paragraph (3), which may be used for conclusion of a distance contract.

Article 49. (1) The use by a supplier of the following means of distance communication shall require the consumer's prior consent:

1. automated calling systems without human intervention;
2. fax machines;
3. electronic mail.

(2) Any means of distance communication other than those covered under Paragraph (1), which allow establishment of individual communications, shall be used by the supplier if the consumer has not expressed a manifest objection thereof to the use of such means.

Article 50. (1) The provisions of this Section shall not apply in respect of any contracts:

1. concluded by means of automatic vending machines or automated commercial premises;
2. (amended SG No. 41/2007) concluded with undertakings providing public electronic communications services through

public pay telephones;

3. concluded for the construction and sale of immovable property or relating to other immovable properties rights, except for rental.

(2) (New, SG No. 105/2006) The provisions under Articles 48 to 55 and Articles 58, 59 and 61 shall not apply to distance contracts for the supply of financial services under the Distance Marketing of Financial Services Act.

(3) (Previous Paragraph 2 - SG No. 105/2006, supplemented, SG No. 27/2013) The provisions of Articles 52, 54, 54a, 55 and 58 herein shall not apply in respect of any contracts:

1. for the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to the home of the consumer, to the residence thereof or to the workplace thereof by regular roundsmen;

2. for the provision of the following services: accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specified period.

Article 51. (Amended, SG No. 64/2007, SG No. 18/2011) It shall be prohibited to offer and sell medicinal products available on medical prescription by means of distance contracts.

Article 52. (1) Prior to the conclusion of any distance contract, the supplier shall be obligated to provide the consumer with the following information:

1. the name and address of the supplier;

2. the main characteristics of the goods or services;

3. the price of the goods or services including all taxes and fees;

4. the cost of postage or freight not included in the price of the goods or services related to the delivery thereof;

5. the cost of using the means of distance communication, where it is calculated other than at the basic rate;

6. the arrangements for payment, delivery or performance of the contract;

7. the consumer's right of withdrawal from the contract and the conditions whereunder the goods may be returned or the service may be declined, with the exception of the cases covered under Article 55 (2) herein;

8. the period for which the offer made or the price named remains valid;

9. the minimum duration of the contract, in the case of contracts for the supply of goods or services to be performed permanently or recurrently.

(2) The information covered under Paragraph (1) must be provided in a clear and comprehensible manner depending on the means of distance communication used, must make explicitly clear the commercial nature of the offer, and must have due regard to the principles of good faith in commercial transactions and good commercial practice.

(3) In the case of telephone communications, the supplier shall be obligated to inform the consumer at the beginning of the conversation of the identity thereof and of the commercial purpose of the call.

Article 53. (Amended, SG No. 64/2007) (1) The supplier shall not have the right to accept payment in advance, except subject to the explicit consent of the consumer.

(2) Paragraph (1) shall not apply upon provision of information society services within the meaning given by the Electronic Commerce Act and upon provision of electronic communications services within the meaning given by the Electronic Communications Act.

Article 54. (1) The supplier shall confirm in writing or in another durable medium the information covered under Article 52 (1) herein at the latest at the time of delivery of the goods or performance of the contract.

(2) The information provided to the consumer in writing must contain:

1. the name of the supplier and the office address to which the consumer may address any complaints;
2. the right of withdrawal from the contract as concluded, the conditions and procedure for exercising the said right;
3. the conditions for cancelling the contract, where it is of unspecified duration or a duration exceeding one year;
4. information on after-sales services and guarantees which exist.

(3) The provisions of Paragraph (1) and Items 2, 3 and 4 of Paragraph (2) shall not apply to any services which are performed through the use of a means of distance communication where the said services are supplied on only one occasion and are invoiced by the operator of the means of distance communication.

(4) "Operator of a means of distance communication" shall be any natural or legal person whose trade, business or profession involves making one or more means of distance communication available to suppliers.

Article 54a. (New, SG No. 27/2013) Upon conclusion of a distance contract by telephone, the contract shall enter into effect and the consumer shall be bound by the offer as from the day on which the supplier has received the consent of the consumer in writing.

Article 55. (1) The consumer shall have the right to withdraw from a distance contract concluded without compensation or penalty and without giving any reason within a period of seven working days, reckoned from the date of:

1. receipt of the goods by the consumer, where the conditions covered under Article 54 herein have been fulfilled: in the case of goods;
2. conclusion of the contract or, if the obligations covered under Article 54 herein were fulfilled after conclusion of the contract, from the date on which the said obligations were fulfilled: in the case of services.

(2) Paragraph (1) shall not apply in respect of the following types of contracts:

1. (amended, SG No. 64/2007) for the provision of services, if performance has begun, with the consumer's express agreement, before the end of the period referred to in Paragraph (1);
2. for the supply of goods and the provision of services whereof the price is dependent on fluctuations in the financial markets which cannot be controlled by the supplier;
3. for the supply of goods made to the consumer's specifications or clearly personalized;
4. for the supply of goods which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly;
5. for the supply of audio or video recordings or computer software which were unsealed by the consumer;
6. for the supply of newspapers, magazines and other periodicals;

7. for gaming and lottery services.

(3) The consumer may exercise the right thereof to withdraw from a distance contract for financial services within a period of fourteen days.

(4) If the supplier has failed to fulfil the obligations thereof covered under Article 54 herein, the consumer shall have the right to withdraw from the contract as concluded within a period of three months reckoned from the date of receipt of the goods or from the date of the conclusion of the contract for the provision of the service.

(5) If the information covered under Article 54 herein is provided to the consumer within the period referred to in Paragraph (4), the period referred to in Paragraph (1) shall start as from the date of provision of the said information.

(6) The supplier shall be obligated to reimburse all sums paid by the consumer free of charge within thirty days reckoned from the date on which the consumer exercised the right thereof to withdraw from the contract as concluded.

(7) The consumer shall be obligated to preserve the goods received from the supplier, the quality and safety of the said goods, for the duration of the period referred to in Paragraph (1).

Article 56. (1) Upon purchase of goods or supply of services whereof the price is covered by credit granted to the consumer by the supplier or by a third party on the basis of an agreement between the third party and the supplier, the credit agreement shall be cancelled if the consumer exercises the right thereof to withdraw from the distance contract as concluded.

(2) The credit agreement referred to in Paragraph (1) shall be cancelled without the consumer being liable for any penalty or compensation to the supplier or to the party which granted the credit.

(3) Any stipulation between the parties which is contrary to the provision of Paragraph (2) shall be void.

Article 57. (Repealed, SG No. 105/2006).

Article 58. The supplier shall be obligated to perform the distance contract within a maximum of thirty days reckoned from the date following the date on which the consumer forwarded the order thereof to the supplier using a means of distance telecommunication, unless the parties have agreed on a different period of delivery.

Article 59. (1) Where a supplier is unable to perform the obligations thereof under the contract on the grounds that the goods or services ordered are unavailable thereto, the said supplier shall be obligated to inform the consumer and must refund the consumer for any sums paid thereby within thirty days after the date on which the supplier should have performed the obligation thereof under the contract.

(2) The supplier may provide the consumer with goods or services of equivalent quality and price, provided this possibility was expressly provided for prior to the conclusion of the contract or in the contract itself. In such case, the supplier shall inform the consumer of the change in the performance of the contract in a clear and comprehensible manner.

(3) Where, under the conditions of Paragraph (2), the supplier performs otherwise than due and the consumer exercises the right thereof to withdraw from the contract as concluded, the cost of returning the goods shall be borne by the supplier and the consumer must be informed of this.

Article 60. (Repealed, SG No. 23/2009, effective 1.11.2009).

Article 61. The supplier shall be obligated to prove that:

1. (amended, SG No. 105/2006) the supplier has performed the obligation thereof to provide the consumer with information under Articles 52, 54, and Article 59 (1) and (2) herein;
2. the supplier has obtained the consumer's consent to the conclusion of the distance contract, and
3. the supplier has obtained the consumer's consent to the performance of the contract, if necessary.

Section III

Methods of Sale

Article 61a. (New, SG No. 64/2007) The purpose of the provisions of this Chapter is to protect traders and consumers against the use of commercial methods of sale covered under Articles 62 to 68 herein.

Article 62. (1) The supply of goods or the provision of services to the consumer in return for payment without an explicit and prior request from the consumer shall be prohibited.

(2) Where the consumer receives any goods or services without an explicit and prior request, the consumer shall be exempt from the obligation to pay for the goods or services to the sender or provider of the said goods or services.

(3) The absence of a response on the part of the consumer shall not constitute consent on the part thereof.

Article 62a. (New, SG No. 27/2013) (1) A fixed-term contract may be extended solely with the express written consent of the consumer concerning the conditions for extension. Where no consent has been given, after the expiry of the duration of any such contract it shall be transformed into an open-ended contract under the same conditions. The consumer shall have a right to withdraw from the open-ended contract on one month's notice without penalty.

(2) Any arrangements, which contravene Paragraph (1), shall be null and void.

Article 62b. (New, SG No. 27/2013) Where the parties have concluded a contract in writing, the contractual terms shall be amended by supplementary agreements in writing.

Article 63. Any announcement of a reduction of prices must indicate:

1. the goods and services or the group of goods and services for which the reduction of the prices is valid;
2. the conditions under which the prices are reduced;
3. the period during which the prices are reduced.

Article 64. A price reduction shall be announced by one of the following means:

1. by placing the new price beside the old one, which is crossed out, or
2. by using the words "new price" and "old price," followed by the relevant amounts, or
3. by indicating a percentage of the reduction, with the new price being placed beside the old price which is crossed out.

Article 65. (1) Any announcement of price reduction must state the old price which the trader applied during a specific period before the date as from which the reduction of the price applies.

(2) "Old price" shall be the price which the trader applied during a period which may not be shorter than one month prior to the date of the price reduction.

(3) Paragraph (2) shall not apply to any foodstuffs and other perishable products.

Article 66. (1) An announcement of price reduction may not be applied for a period longer than one month and shorter than one working day.

(2) An announcement of price reduction may nevertheless cover a period longer than one month but not exceeding six months in the following cases:

1. full or partial clearance sale of the goods in stock upon sale of the business premises;
2. full or partial clearance sale of the goods in stock on the business premises upon partial suspension of the business activity of the trader, provided that this ground has not been invoked during the last preceding three years;
3. remodelling and building works on the business premises for a period exceeding thirty working days;
4. transfer of the enterprise or liquidation.

Article 67. It shall be prohibited to offer two or more goods or services at a single common price without the presence of a material connection between the goods or services offered, except in the cases where:

1. each of the goods or services offered together may be purchased on the business premises separately at its customary price, and
2. the consumer is informed of the possibility referred to in Item 1, as well as of the individual price of each of the goods or services.

Article 68. It shall be prohibited to use any commercial practices which adversely affect the economic interests of consumers or the collective interests of consumers.

Article 68a. (New, SG No. 53/2006, effective 1.01.2007) (1) Prohibited is any act or omission, which contradicts the consumer interests' protection legislation, indicated in Regulation (EC) No 2006/2004 of the European Parliament and of the

Council on cooperation between national authorities responsible for the enforcement of consumer protection laws of European Union Member States.

(2) The Council of Ministers shall make a decision to determine the authorities responsible for protection of the economic interests of consumers, within the meaning of Regulation (EC) No 2006/2004 of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws of European Union Member States.

(3) The Council of Ministers shall adopt an ordinance on the terms and procedure for the participation of the authorities under paragraph 2 in the administrative cooperation with European Union Member States and with the European Commission.

Section IV

(New, SG No. 64/2007)

Unfair Commercial Practices

Article 68b. (New, SG No. 64/2007) The purpose of the provisions of this Section is to ensure consumer protection against unfair commercial practices before, during and after a trader makes an offer to a consumer and/or conclusion of a contract for the sale of goods or provision of services.

Article 68c. (New, SG No. 64/2007) Unfair commercial practices shall be prohibited.

Article 68d. (New, SG No. 64/2007) (1) A commercial practice, related to the supply of goods or services, shall be unfair if it is contrary to the requirements of professional diligence and if it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group of consumers when the commercial practice is directed to a particular group of consumers.

(2) A commercial practice, which is likely to materially distort the economic behaviour of certain categories of consumers who are particularly vulnerable because of their mental or physical infirmity, age or credulity in a way which the trader could foresee, shall be assessed from the perspective of the average member of the group of consumers to which the said practice is directed.

(3) An assessment referred to in Paragraph (2) shall not apply to the advertising practice of making exaggerated statements or statements which are not meant to be taken literally.

(4) (Amended, SG No. 102/2008) Misleading and aggressive commercial practices, covered under Articles 68e to 68j herein, shall also be unfair.

Article 68e. (New, SG No. 64/2007) (1) A commercial practice shall be misleading when it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the elements indicated in Paragraph (2) and causes or is likely to cause the said consumer to take a transactional decision that the said consumer would not have taken without use of the commercial practice.

(2) The elements referred to in Paragraph (1) include information on:

1. the existence or nature of the product;

2. the main characteristics of the product or service, such as: availability, benefits, risks which the product or service poses, execution, composition, accessories to the product or services, extra-warranty after- sale customer assistance, consumer complaint handling, manner and date of manufacture or provision of the product or service, delivery, fitness for purpose, usage thereof, quantity, specification, geographical or commercial origin, results to be expected from its use, or the results and material features of tests or checks carried out on the product or service;
3. extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, as well as any statement or symbol in relation to sponsorship or another form of direct or indirect approval of the trader or of the product or service;
4. the price or the manner in which the price is calculated, or the existence of a specific price advantage;
5. the need for provision of an additional service, a spare part, or replacement or repair of the product;
6. (amended, SG No. 102/2008) the nature, status and rights of the trader or of the trader's agent, such as: forename, patronymic and surname, identity document number and permanent address, applicable to the natural persons and the designation, Standard Identification Code, address of the place of management and legal form of business organization, applicable to the legal persons, the assets thereof, qualifications, authorization to carry on business, membership of professional organizations or other type of affiliation, the industrial, commercial or intellectual property rights thereof or the awards and distinctions held;
7. the consumer's rights, including the right thereof to replacement of the product, to rescission of the contract, to reimbursement of the sum paid thereby in pursuance of Articles 112 to 115 herein, or the risks the consumer may face.

(3) A commercial practice shall also be misleading if, in its entire factual context and taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that the said consumer would not have taken without use of the commercial practice, and if the said practice involves:

1. any marketing in respect of a product or service, including use of comparative advertising, which creates confusion with any other product, mark, trade name or another distinguishing mark of a competitor;
2. non-compliance by the trader with the commitments contained in a code of good commercial practice by which the trader has undertaken to be bound, where the said commitments are of a mandatory nature, are capable of being verified, and where the trader indicates upon use of a particular commercial practice that the said trader is bound by the rules contained in the said code.

Article 68f. (New, SG No. 64/2007) (1) A commercial practice shall also be misleading when, in its entire factual context and taking account of all its features and circumstances as well as the limitations of the communication medium used, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

(2) A commercial practice shall also be misleading when, taking account of the matters described in Paragraph (1), a trader hides material information, within the meaning given by Paragraph (1), or provides such information in an unclear, unintelligible or ambiguous manner, or provides such information in an untimely manner, or fails to identify the commercial intent of the commercial practice if not already apparent from the context and this causes or is likely to cause the average consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

(3) Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether a misleading commercial practice under Paragraph (2) has been used.

(4) In the case of an invitation to purchase, the following information shall be regarded as material within the meaning given by Paragraph (1), if not already apparent from the context:

1. the main characteristics of the product, to an extent appropriate to the communication medium used and to the relevant product or service;

2. (amended, SG No. 102/2008) the forename, patronymic and surname, identity document number and permanent address, applicable to the natural persons and the designation, Standard Identification Code, address of the place of management and legal form of business organization, applicable to the legal persons and, where appropriate, the geographical address, the name or, respectively, the business name and the Standard Identification Code of the trader on whose behalf he is acting;
3. the price inclusive of all taxes; where the price cannot be calculated in advance, the manner in which the price is calculated as well as, where appropriate, all additional freight, delivery or postal charges shall be indicated; where these charges cannot be calculated in advance, the fact that such additional charges may be payable by the consumer shall be indicated;
4. the arrangements for payment, delivery, performance and handling of complaints, if they depart from the requirements of professional diligence;
5. the goods and services, as well as the contracts involving a right of withdrawal from or cancellation of the contract: information on the existence of such a right.

(5) Information requirements established by Community law in relation to commercial communication, including advertising and marketing, which are contained in Annex II to Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council, shall be regarded as material information within the meaning given by Paragraph (1).

Article 68g. (New, SG No. 64/2007) The following misleading commercial practices shall also be unfair commercial practices:

1. a trader claiming to be a signatory to a code of good commercial practice when the said trader is not;
2. displaying a certificate, a quality mark or an equivalent thereof without having obtained the necessary authorization;
3. claiming that a particular code of good commercial practice has an endorsement from a public or other body which it does not have;
4. claiming that a trader has been authorized to carry out a particular activity or that a specific product or service has been authorized, approved or licensed by a public or another body where the said trader or product has not, or where the trader makes such a claim without complying with the terms whereunder the authorization, approval or licence has been issued;
5. making an invitation to purchase products or services at a specific price without disclosing the existence of any reasonable grounds the trader may have for believing that the said trader will not be able to offer for supply or to procure another trader to supply, those products or services or equivalent products or services at that price for a specific period that is, and in quantities that are, reasonable having regard to the product or service, the scale of advertising of the product or service and the price offered;
6. a trader making an invitation to purchase products at a specified price and then, in order to promote another product or service,:
 - (a) refusing to show the advertised product or service to the consumer;
 - (b) refusing to take orders for the said products or services or to deliver them to the consumer within a reasonable time;
 - (c) demonstrating to the consumer a defective sample of the product offered for sale;
7. falsely stating that a particular product or service will only be placed on the market for a very limited time, or that it will only be available on the market on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice of the product or service;
8. a trader undertaking to provide extra-warranty after-sales service to consumers with whom the said trader has communicated prior to conclusion of the contract in a language which is not an official language of the Member State of the European Union where the trader has the registered office thereof, and then, upon provision of the extra-warranty after-sales

service, making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to conclude a contract;

9. stating or creating an impression that a particular product or service can legally be sold when it cannot;

10. presenting rights given to consumers in law as a distinctive feature of the trader's offer to sell goods or services;

11. using editorial content in the media or using images or sounds clearly identifiable by the consumer without making it explicitly clear that this is done within a campaign financed by the trader to promote a particular product or service;

12. making inaccurate claims concerning the nature and extent of the risks to the personal security of the consumer or the family thereof if the consumer does not purchase the product;

13. promoting a product or a service similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not;

14. establishing, operating or promoting pyramid promotional schemes, where a consumer gives consideration for the opportunity to receive compensation that is derived from the introduction of other consumers into the scheme rather than from the sale or consumption of products and services;

15. claiming that the trader is about to cease trading or move premises when the said trader is not;

16. claiming that a particular product is able to facilitate winning in lotteries and other games of chance;

17. falsely claiming that a particular product is able to cure illnesses, dysfunctions of the human body or malformations;

18. passing on inaccurate information on market conditions or on the possibility of finding the product or service on the market with the intention of inducing the consumer to acquire the product or service at conditions less favourable than normal market conditions;

19. claiming, upon use of a particular commercial practice, to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;

20. describing a particular product or service as "gratis", "free", "without charge" or similar if the consumer has to pay anything for the product or service other than the unavoidable cost of responding to the commercial practice, collecting or paying for delivery of the product;

21. including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that the said consumer has already ordered the marketed product or service when the said consumer has not;

22. falsely claiming or creating the impression that the trader is not acting for purposes relating to the commercial activity thereof, or falsely representing the trader as a consumer;

23. creating the false impression that extra-warranty after-sales service in relation to the product is available in another Member State of the European Union other than the one in which the product is sold.

Article 68h. (New, SG No. 64/2007) A commercial practice shall be aggressive when, in its entire factual context and taking account of all its features and circumstances, and owing to the use of harassment, coercion, including the use of physical force or undue influence, it impairs or is likely to impair the average consumer's freedom of choice or conduct with regard to the product or service, and thereby causes or is likely to cause the said consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

Article 68i. (New, SG No. 64/2007) In determining whether a particular commercial practice uses harassment, coercion, including the use of physical force or undue influence, account shall be taken of:

1. the timing and location of the use of the commercial practice, the nature and persistence thereof;
2. the use of threatening or abusive language or behaviour;
3. the exploitation by the trader of any misfortune or another specific circumstance affecting the consumer, which is able to impair the consumer's judgment and of which the trader is aware, in order to influence the consumer's decision with regard to the product or service;
4. the imposition of any type of onerous or disproportionate non- contractual barriers where the consumer wishes to exercise the rights thereof under the contract, including the right thereof to terminate the contract or to switch to another product or service or another trader;
5. any threat to take any actions that are contrary to the law.

Article 68j. (New, SG No. 64/2007) The following misleading commercial practices shall also be unfair commercial practices:

1. creating the impression in the consumer that the said consumer cannot leave the premises until a contract is concluded;
2. conducting personal visits to the consumer's home by the trader ignoring the consumer's explicit request to leave the premises or not to return except in the cases necessary for the trader to enforce a contractual obligation;
3. making persistent and unwanted solicitations to the consumer by telephone, fax, electronic mail or any other remote media, except in cases provided for in a law to enforce a contractual obligation and without prejudice to the provisions of Article 49 of this Act, of the Personal Data Protection Act and of Article 6 of the Electronic Commerce Act;
4. requiring a consumer, who wishes to claim on an insurance policy, to produce documents which are not relevant as to whether the claim was valid, or failing more than twice to respond to pertinent questions raised by a consumer, in order to dissuade the consumer from exercising the contractual rights thereof;
5. including in an advertisement a direct exhortation to children to buy an advertised product or service or to persuade their parents or other adults to buy an advertised product or service for them;
6. demanding immediate or deferred payment for products or services supplied by the trader, but not solicited by the consumer, or the return or safekeeping of such products or services by the consumer, except in the cases referred to in Article 59 (2) herein;
7. explicitly informing a consumer that if the said consumer does not buy the product or service, the trader's job or livelihood will be in jeopardy;
8. creating the false impression that the consumer has already won, will win, or will, on doing a particular act, win, a prize or other equivalent benefit, when:
 - (a) there is no such prize or other equivalent benefit, or
 - (b) taking any action in relation to claiming the prize or other equivalent benefit is subject to an obligation of the consumer paying a sum of money or incurring a cost.

Article 68k. (New, SG No. 102/2008) (1) When the Commission for Consumer Protection establishes that the commercial practice is unfair, the Chairperson of the Commission shall issue an order prohibiting the application of such commercial practice.

(2) The Chairperson of the Commission for Consumer Protection may, by an early deadline fixed thereby, oblige the trader to prove that the commercial practice applied is not unfair.

(3) In the cases referred to in Article 68d (4) herein and where the unfair practice arises from activities related to advertising,

notwithstanding the pecuniary penalty, the Chairperson of the Commission for Consumer Protection may direct the advertiser and/or the advertising agency to publish, at their own expense and in an appropriate form, the written statement ascertaining the violation, as well as the duly corrected advertisement.

(4) The Chairperson of the Commission for Consumer Protection shall take the measures referred to in Paragraphs (1) to (3) proprio motu or acting on a request submitted by a consumer.

Chapter Five

SAFETY AND QUALITY OF PRODUCTS AND SERVICES

Section I

General Safety of Products and Services

Article 69. (1) Producers of goods and service providers shall be obligated to offer only safe products and services to consumers.

(2) "Producer," under Paragraph (1), shall be:

1. (supplemented, SG No. 64/2007) any person, established within the territory of the European Community or of a Contracting Party to the Agreement on the European Economic Area, who or which has manufactured or processed the product, and any other person, established within the territory of the European Community or of a Contracting Party to the Agreement on the European Economic Area, who or which presents himself, herself or itself as the manufacturer by affixing to the product the name, trade mark or other distinctive mark thereof;

2. (amended, SG No. 64/2007) the manufacturer's representative, when the manufacturer is not established within the territory of the European Community or in a Contracting Party to the Agreement on the European Economic Area, or the importer of the product, when the manufacturer has no representative in the Republic of Bulgaria;

3. any other person in the supply chain, whereof the activities may affect the safety properties of the product.

(3) "Service provider" shall be any person who provides or performs services in consideration of payment as part of the professional activities thereof.

Article 70. (1) "Safe product or service" shall be any product or service which, under normal and reasonably foreseeable conditions of use, including duration of use, putting into service, installation (assembly) and maintenance, does not present any risk to consumers' health and life or only the minimum of such risks and any such risk is compatible with the use of the product or service and is considered to be acceptable and consistent with a high level of consumer protection, taking into account:

1. the characteristics of the product, including its composition, packaging, instructions for assembly, installation and maintenance, as well as any other instructions supplied by the producer;

2. the characteristics of the service and instructions for use supplied by the service provider;

3. the effect of the product on other products, where it is foreseeable that it will be used with other products;

4. the presentation of the product or service, the labelling, any possible warnings and instructions for its use or disposal, and any other indication or information regarding the product or service supplied by the producer or the service provider;

5. the categories of consumers at risk when using the product or the service, such as children, the elderly, pregnant and breast-feeding women.

(2) The availability on the market of products or services presenting higher levels of safety, or of products or services presenting a lesser degree of risk, shall not constitute grounds for considering a product or service to be dangerous.

(3) "Dangerous product or service" shall be any product or service which is not safe within the meaning given by Paragraphs (1) and (2).

Article 71. (1) A product or service shall be deemed safe when it conforms to the statutorily established safety requirements which the product or service must satisfy in order to be marketed.

(2) A product or service shall be presumed safe in respect of the risks and risk categories covered by Bulgarian standards transposing European standards, the references of which have been published by the European Commission in the Official Journal of the European Union.

(3) In the absence of any statutory requirements and standards referred to in Paragraph (2), the conformity of the product or service to the general safety requirements shall be assessed by taking into account:

1. Bulgarian national standards transposing relevant European standards other than those referred to in Paragraph (2);
2. in the absence of standards referred to in Item 1: the Bulgarian standards drawn up at the national level;
3. in the absence of standards referred to in Item 2: European Commission recommendations setting guidelines on product safety assessment;
4. in the absence of recommendations referred to in Item 3: products and services safety codes of good practice in force in the sector concerned;
5. in the absence of codes of good practice referred to in Item 4: the state of the art of science and technology;
6. where it is not possible to take into account the state of the art of science and technology: normally foreseeable consumer expectations concerning safety.

(4) Conformity of a product or service to safety requirements under Paragraphs (1) to (3) shall not bar the control authorities from taking appropriate measures to impose restrictions on the product or service being placed on the market, to require its withdrawal from the market or recall or to discontinue the offering of the service where there is evidence that, despite such conformity, the said product or service is dangerous.

Article 72. Producers of goods and service providers shall offer products or services to consumers after completing assessment and certification of the conformity of the said products or services to the statutorily established safety requirements. The costs of conformity assessment and certification shall be borne by the producers of goods and service providers.

Article 73. (1) Within the limits of the respective activities thereof, the producer of goods or the service provider shall supply consumers with the relevant information enabling them to assess the risks inherent in a product or service throughout the normal or reasonably foreseeable period of its use, where such risks are not immediately obvious without adequate warnings by the producer or provider of services. The presence of any such warning shall not exempt the producer of goods or the provider of services from compliance with the other obligations provided for in this Section.

(2) Upon the request of the control authority, the producer of goods or the provider of services shall be obligated to prove that prior to placing the product or service on the market the said producer or provider has performed an assessment of the risks which the products or services may pose to the safety of consumers.

Article 74. (1) Within the limits of the respective activities thereof, the producer of goods or the service provider shall be adopted to take precautions necessary for ensuring the safety of the product or service.

(2) The measures referred to in Paragraph (1) must be commensurate with the characteristics of the products or services and must enable the producer of goods and the service provider to:

1. be informed of risks which these products or services might pose to the health and safety of consumers;
2. choose to take appropriate action, including, if necessary to avoid risks: withdrawal from the market or discontinuation of the offering of the service, adequately and effectively warning consumers, or recall of products from consumers.

Article 75. (1) Where appropriate, the producer of goods or the service provider shall take on a voluntary basis precautions such as:

1. carrying out of sample testing and analysis of marketed products;
2. investigating consumer complaints.

(2) Where necessary, the producer of goods or the service provider take on a voluntary basis measures such as:

1. keeping a register of consumer complaints;
2. keeping distributors informed of the measures taken under Item 1 and under Paragraph (1) to monitor product safety.

(3) The control authorities may order the producer of goods or the service provider to take the measures referred to in Paragraphs (1) and (2).

Article 76. The producer shall be obligated to ensure conditions for the tracing of the product throughout the supply chain and, for this purpose, the producer shall:

1. mark the products by means of an indication of the product or the packaging thereof of the name and other details of the producer or the batch of products to which the product belongs;
2. keep and submit, upon request by the control authorities, the entire documentation necessary for tracing the origin of products.

Article 77. (1) Distributors shall be required to act with due care to help to ensure compliance with the general safety obligation, in particular by not supplying products which they know or should have presumed, on the basis of the information in their possession and as professionals, do not comply with the general safety requirement.

(2) "Distributor" shall be any person participating in the process of sale of the product, whose activity does not influence the safety characteristics of the product.

(3) Within the limits of the respective activities thereof, distributors shall participate in monitoring the safety of products placed on the market, by:

1. passing on information on risks related to product use;
2. keeping and providing the documentation necessary for tracing the origin of products;

3. cooperating in the action taken by the producer and the control authorities to avoid the risks;
4. taking other appropriate measures.

Article 78. Within the limits of the respective activities thereof, distributors shall take measures enabling them to cooperate efficiently with the producer and the control authorities.

Article 79. (1) Where a producer, a distributor or a service provider knows or ought to know, on the basis of the information in the possession thereof, that the products or services placed thereby on the market pose a risk to the health and safety of consumers, the said producer, distributor or service provider shall immediately inform the control authorities of this and shall give the said authorities details of the action taken to prevent and terminate risks to the health and safety of consumers. Any such information must contain, as a minimum, the particulars covered under Article 80 herein.

(2) The terms and procedure for submission of the information referred to in Paragraph (1) shall be established by an ordinance of the Council of Ministers.

Article 80. In the event of a serious risk to the health and safety of consumers, the producers, distributors and service providers shall pass to the control authorities:

1. information enabling a precise identification of the product or service, or the batch of products that do not comply with the safety requirements;
2. a full description of the risk that the dangerous products or services present;
3. all information available, relevant for tracing the product;
4. a description of the action undertaken to prevent risks to consumers.

Article 81. (1) Within the limits of the respective activities thereof, producers, distributors and service providers shall cooperate with one another and shall be obligated to provide assistance to the control authorities in action aimed at preventing and terminating risks posed by products or services which are or have been supplied thereby.

(2) The procedure for cooperation among producers, distributors, service providers and control authorities in respect of the exchange of information on product and service safety shall be established by an ordinance of the Council of Ministers.

Article 82. (1) "Control authorities," under this Section, shall be:

1. the Commission for Consumer Protection: in respect of safety of non-food products and of services;
2. the control authorities under the Foodstuffs Act in respect of safety of food products;
3. (amended, SG No. 64/2007) the control authorities under the Health Act: in respect of the safety of cosmetic products;
4. the market surveillance authorities under the Technical Requirements Towards Products Act : in respect of products falling within the scope of the said Act.

(2) (Amended, SG No. 64/2007) The Commission for Consumer Protection shall coordinate the activities of the control

authorities referred to in Items 2, 3 and 4 of Paragraph (1) in connection with the safety of non-food products and services, and the Ministry of Health shall coordinate the activities of the said control authorities in connection with the safety of foods and cosmetic products.

(3) The Commission for Consumer Protection and the Ministry of Health shall design and host an Internet site providing information on dangerous products and services, which shall contain, as a minimum, the particulars covered under Article 80 herein.

(4) The control authorities referred to in Items 2, 3 and 4 of Paragraph (1) shall assist and cooperate with the Commission for Consumer Protection and with the Ministry of Health *inter alia* by:

1. supplying the said Commission and Ministry with information on any dangerous products and services found on the market;
2. informing the said Commission and Ministry of the action taken to prevent serious and present hazard to the health and safety of consumers, whereby the said control authorities:
 - (a) allow the marketing of the product or service, provided certain conditions are met;
 - (b) order producers and distributors to mark the product with warnings of the risk it presents;
 - (c) obligate producers and distributors to alert consumers to the risk it presents;
 - (d) prescribe a suspension of the supply of the product or the provision of the service;
 - (e) ban the supply of the product or the provision of the service;
 - (f) withdraw the product from the market or order producers, distributors and service providers to withdraw the product from the market or discontinue the offering of the service;
 - (g) recall the product from consumers or order producers and distributors to recall the product from consumers.

(5) The customs authorities shall cooperate with the control authorities covered under Paragraph (1) in respect of imported products according to the powers vested therein under Article 78a of the Customs Act.

Article 83. Notwithstanding the type or nature of the product or service, the competent control authority referred to in Article 83 herein shall be entitled to:

1. organize, even after the product or service has been placed on the market as being safe, appropriate checks on its safety properties, on an adequate scale and at each stage of sale up to the final stage of use or consumption;
2. take samples of the products for performance of safety checks;
3. require all necessary information from the parties concerned;
4. gather evidence.

Article 84. Where, under certain conditions, the product or service may present a risk to the health and safety of consumers, the control authority shall be entitled to:

1. order the producer, distributor or service provider to publish warnings of the risks which the product or service may pose; any such warnings shall be clearly worded and easily comprehensible by consumers;
2. make the marketing of the product or service subject to prior conditions as to make it safe;
3. require from the producer or distributor to mark the product with clearly worded and easily comprehensible warnings, in the Bulgarian language, on the risks its use may present.

Article 85. Where the product or service could pose risks for a certain category of consumers, the competent control authority may order the producer, distributor or the service provider to give the said category of consumers warning of the risk in good time and in an appropriate form, including the publication of special warnings.

Article 86. (1) The competent control authority under Article 82 herein may temporarily ban the placing on the market of any product or service that could be dangerous for the period needed for the various safety controls, checks and evaluations of the said product or service.

(2) (Amended, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is safe, the control authority shall lift the ban referred to in Paragraph (1) within 24 hours after evidence of the safety of the product is furnished.

(3) (New, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is safe, the costs of the safety checks and evaluations of the product or service shall be borne by the control authority.

(4) (New, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is dangerous, the costs of the safety checks and evaluations of the product or service shall be borne by the person in respect of whom the ban has been decreed.

Article 87. Where it is established that a product, service or batch of products is dangerous, the control authority shall ban the marketing thereof and shall introduce the accompanying measures required to ensure that the ban is complied with.

Article 88. (1) Where a control authority establishes that a product, service or batch of products already on the market poses or may pose a risk to the health and safety of consumers, the said authority shall be obligated, while taking into account the manufacturing or trade conditions of the product and service, undertake the following measures:

1. to order a suspension of the supply of the product or of the provision of the service on the market for the period needed for performance of safety controls, checks and evaluation of the product or service; within 24 hours after evidence of the safety thereof is furnished, the control authority shall pronounce on the suspension of the supply of the product or of the provision of the service as imposed;

2. to order or organize the immediate and actual withdrawal of the said product from the market or the discontinuance of the provision of the service, as well as to alert consumers to the risks that the product or service presents;

3. to order or coordinate or, if appropriate, to organize together with producers and distributors its recall from consumers and its destruction.

(2) (New, SG No. 64/2007) Where as a result of the safety checks referred to in Item 1 of Paragraph (1) it is established that the product or service is safe, the costs of the safety checks and evaluations of the product or service shall be borne by the control authority.

(3) (New, SG No. 64/2007) Where as a result of the safety checks referred to in Item 1 of Paragraph (1) it is established that the product or service is dangerous, the costs of the safety checks and evaluations of the product or service shall be borne by the person in respect of whom the measure has been decreed.

(4) (Renumbered from Paragraph (2), SG No. 64/2007) The producer or distributor may prove, by means of performance of a conformity assessment, that part of the products in a batch are not dangerous to the health and safety of consumers and can be marketed. Any corroboration costs shall be borne by the producer or distributor.

(5) (Renumbered from Paragraph (3), SG No. 64/2007) Any producer or distributor, who has supplied or acquired one or more products of any such batch and is aware of the order to suspend the marketing of the product, to withdraw the said product or to recall the said product from consumers, shall be obligated to notify of the said order the persons whereto the said producer or distributor has supplied the product or the person wherefrom he has acquired the product.

Article 89. (1) The competent control authority may order the producer, distributor or service provider to bring the products or services into conformity with safety requirements.

(2) The control authority may order the producer, distributor or service provider, after they have brought the products or services into conformity with the safety requirements, to subject them to a test by an independent, competent and impartial body within such time limit as the control authorities shall establish.

(3) Where a product or service has not been subjected to a test under Paragraph (2), it shall be presumed to be non-conforming to the safety requirements, unless proven otherwise.

(4) Where it is not possible to bring the product into conformity with safety requirements, the control authority may order that the product be used for other purposes, be returned to the country of origin, or be destroyed within a specified time limit.

Article 90. (1) Recall of the product from consumers shall take place as a last resort, where the other measures undertaken by producers, distributors and suppliers would not suffice to prevent the risk to consumers.

(2) Producers and distributors shall recall products from consumers where the other measures undertaken by the producer would not suffice to prevent the risk to the health and safety of consumers.

(3) The control authorities shall undertake the measures referred to in Article 88 (1) herein where the measures undertaken by producers, service providers and distributors would not suffice to prevent the risk to the health and safety of consumers.

Article 91. Where products or services present a serious risk to the health and safety of consumers, the control authorities shall take the necessary action to apply with due dispatch appropriate measures, including the measures provided for under this Act.

Article 92. (1) In the event of a serious risk to the health and safety of consumers, the competent control authority may issue an order prohibiting the production, import, export and marketing, with or without consideration, of the product and proceed with the withdrawal of the said product from all businesses premises where the product is available, or with its destruction, where that is the only possibility to stop the danger. The order whereby the prohibition is imposed shall be promulgated by the State Gazette.

(2) In the cases referred to in Paragraph (1), the control authority may order producers and distributors to give consumers warnings, instructions for use of the product, or to recall the product from consumers and thereupon to provide compensation in the form of exchange, repair or reimbursement.

(3) Under the terms established by Paragraph (1), the relevant control authority shall order the discontinuance of the provision of a specific service to consumers.

(4) Where it is proven that the product or service conforms to safety requirements, the control authority shall revoke the order referred to in Paragraph (1). The revocation of the order shall be promulgated by the State Gazette.

(5) Any order referred to in Paragraphs (1) and (3) shall mandatorily specify the person who will incur the costs of storage, transportation, destruction and other costs related to ensuring the safety of products and services.

Article 93. Where, due to non-compliance with the requirements of this Section, the operational or storage conditions with the producer, distributor or service provider are such that the products or services produced, stored, provided or placed on the market endanger or may endanger the health or safety of consumers, the competent control authority may order the undertaking of measures such as:

1. enhancement of internal control on the part of the producer, supplier or distributor;
2. personnel training;
3. performance of building works;
4. cleaning and others.

Article 94. The competent control authorities shall be entitled to access to premises used for production, commercial and storage activities and to premises where services are provided, in the presence of the person that carries out activities on the premises or of a representative of the said person.

Article 95. The measures provided for in this Section shall be imposed by means of issuance of orders by the heads of the control authorities covered under Article 82 herein or by officials authorized thereby, which shall be appealable according to the procedure established by the Administrative Procedure Code.

Article 96. (1) The measures undertaken by the control authorities under this Section must be commensurate with the degree of risk presented by the product or service and must have prevention or cessation of the hazard to consumer as their sole object.

(2) The measures referred to in Paragraph (1) shall be addressed, as appropriate, to:

1. the producer and the service provider;
2. the distributor, and in particular the party responsible for the first stage of placing of the product or service on the market;
3. any other person, where necessary with a view to rendering cooperation to the control authorities in action taken to avoid risks arising from a product or service.

Article 97. (1) Before imposing the measures referred to in Article 96 herein, the controlling authorities shall ensure that the party concerned be afforded an opportunity to express objections.

(2) Where, due to the urgent nature of the measure imposed, the party concerned has not been afforded an opportunity to express objections prior to the imposition of the measure, the control authority shall be obligated to afford such opportunity immediately after the imposition of the said measure.

Article 98. (1) The control authorities shall be obligated to accept and consider complaints from consumers and other parties concerned in respect of product and service safety and of safety surveillance and control activities, and to notify in writing complainants of the results of the checks conducted.

(2) The control authorities shall draw up procedures and methodological guidelines for consideration of complaints by consumers and other parties concerned in respect of product and service safety and of safety control activities, which shall be published on the Internet site of the relevant authority and shall provide the said procedures and guidelines to consumers upon request.

Article 99. The Council of Ministers shall adopt an ordinance establishing the terms and procedure for the withdrawal, recall and destruction of dangerous products and compensation to consumers in the form of reimbursement or replacement.

Article 100. (1) In the event of a serious risk to the health and safety of consumers, the relevant control authority shall order closure of the premises or a part thereof or suspension of the operations of the producer, distributor, or service provider.

(2) Any order referred to in Paragraph (1) shall be appealable according to the procedure established by the Administrative Procedure Code . Any such appeal shall not stay the execution of any such order, unless the court orders otherwise.

Article 101. (1) The information on dangerous products and services available to the control authorities shall be accessible to the public. The control authorities shall be obligated to provide any such information to the parties concerned without prejudice to the restrictions required for control activities.

(2) The information referred to in Paragraph (1) shall contain:

1. identification of the product or service;
2. description of the nature of the risk;
3. the measures undertaken by the control authorities to prevent the hazard.

(3) Public officials shall not have the right to disclose information obtained or received in connection with the implementation of the provisions of this Section which, by its nature, is covered by professional secrecy.

(4) Paragraph (3) shall not apply to any information relating to the safety characteristics of products or services which must be made public if circumstances so require, in order to guarantee the health and safety of consumers.

(5) Protection of professional secrecy shall not prevent the dissemination to the control authorities of any information relevant for ensuring the effectiveness of control activities on the safety of products or services.

(6) The control authorities receiving any information covered by professional secrecy shall be obligated to ensure its protection.

Article 102. The provisions of this Section shall be without prejudice or restriction to the application of the rules on the liability of producers for damage caused by a defective product under Section IV herein.

Article 103. Any order by a control body whereby the placing of a product or service on the market is restricted or the withdrawal from the market or recall from consumers is required shall be without prejudice or restriction to the criminal liability of the party against whom the measure has been undertaken.

Section II

Guarantees Associated with Consumer Goods

Article 104. (1) "Seller" shall be any natural or legal person who or which sells consumer goods in the course of the trade, business or profession thereof and under a contract of sale.

(2) (Amended, SG No. 64/2007) "Producer" shall be the manufacturer of the goods, the importer of the goods into the territory of the European Community or of a Contracting Party to the Agreement on the European Economic Area, or any person purporting to be a producer by placing the name, trade mark or other distinctive sign thereof on the goods.

(3) "Consumer goods" shall be any movable tangible item, with the exception of second-hand goods subject to public sale, where the consumer has had the opportunity of participating in the sale.

(4) "Mending or repair of consumer goods" shall be bringing consumer goods into conformity with the contract of sale in the event of lack of conformity between the goods and the contract of sale.

Article 105. (1) The seller must deliver goods to the consumer which are in conformity with the contract of sale.

(2) The seller shall be liable for any lack of conformity between the consumer goods and the contract of sale, which exists at the time of delivery or which become apparent within two years as from the delivery of the said goods even if the seller was unaware of this lack of conformity.

Article 106. Consumer goods shall be presumed to be in conformity with the contract if they:

1. possess the characteristics determined by the parties to the contract and are fit for the purposes for which consumer goods of the same type are normally used;
2. comply with the description given by the seller as a sample or model;
3. are fit for any particular purpose for which the consumer requires them, provided the consumer made that requirement thereof known to the seller at the time of conclusion of the contract and the seller has accepted the said requirement;
4. show the properties and characteristics which are normal in goods of the same type which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the seller, the producer or a representative thereof, which are contained in the advertisement or in the advertising or on the labelling of the consumer goods.

Article 107. The seller shall not be bound by any public statements referred to in Item 4 of Article 106 herein if the seller shows that:

1. the seller was not, and could not have been, aware of the public statement in question, or,
2. by the time of conclusion of the contract the public statement had been corrected, or
3. the consumer's decision to buy the consumer goods had not been influenced by the public statements.

Article 108. Any lack of conformity of the consumer goods with the contract of sale which becomes apparent within six

months of delivery of the goods shall be presumed to have existed at the time of delivery, unless it is proven that the lack of conformity is due to the nature of the goods or to the nature of the lack of conformity.

Article 109. The consumer may not contest the conformity of the consumer goods with the contract of sale where:

1. the consumer was aware, or could not have been unaware, of the lack of conformity at the time the contract was concluded;
2. the lack of conformity has its origin in materials supplied by the consumer.

Article 110. (1) The seller shall be liable for any lack of conformity of the consumer goods with the contract of sale resulting from incorrect assembly or installation of the goods, where the contract envisages that the goods be assembled or installed by the seller or under the responsibility thereof.

(2) The seller shall furthermore be liable for any lack of conformity of the consumer goods with the contract of sale where the goods are assembled or installed by the consumer but the lack of conformity is due to a shortcoming in the instructions for assembly or installation.

Article 111. (1) Any agreement or contract concluded with the seller before the lack of conformity of the consumer goods with the contract of sale becomes apparent, which restricts or waives the liability of the seller under this Section, shall be void.

(2) Any agreement, whereby the consumer states that the consumer is aware of the lack of conformity of the consumer goods with the contract of sale prior to the conclusion of the said contract, and whereby the nature of the lack of conformity is not specified, shall be void.

Article 112. (1) In the case of a lack of conformity of the consumer goods with the contract of sale, the consumer shall be entitled to address a complaint, requesting the seller to bring the goods into conformity with the contract of sale. In such case, the consumer may choose either repair or replacement of the goods by new goods, unless this is impossible or the remedy chosen by the consumer is disproportionate in comparison with the other remedy.

(2) A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account:

1. the value that the consumer goods would have if there were no lack of conformity;
2. the significance of the lack of conformity;
3. whether an alternative remedy could be offered to the consumer without significant inconvenience thereto.

Article 113. (1) (New, SG No. 18/2011) Where the consumer goods are not in conformity with the contract of sale, the seller shall be obligated to bring the said goods in conformity with the contract of sale.

(2) (Renumbered from Paragraph (1), SG No. 18/2011) Consumer goods shall be brought into conformity with the contract of sale within one month after the date on which the complaint was addressed by the consumer.

(3) (Renumbered from Paragraph (2), amended, SG No. 18/2011) Upon expiry of the time limit referred to in Paragraph (2), the consumer shall be entitled to have the contract of sale rescinded and to reimbursement of the sums paid or to have a reduction made in the price of the consumer goods according to Article 114 herein.

(4) (Renumbered from Paragraph (3), SG No. 18/2011) The consumer goods shall be brought into conformity with the contract of sale free of charge for the consumer. The consumer shall not be liable for any costs incurred for the dispatch of the consumer goods or any costs of material and labour costs associated with the repair of the goods, and must not sustain significant inconvenience.

(5) (Renumbered from Paragraph (4), SG No. 18/2011) The consumer may furthermore seek compensation for damage resulting from the lack of conformity.

Article 114. (1) In the case of a lack of conformity of the consumer goods with the contract of sale and where the consumer is not satisfied with the settlement of the complaint under Article 113 herein, the consumer shall be entitled to choose between one of the following options:

1. rescission of the contract and reimbursement of the sum paid thereby;
2. reduction of the price.

(2) The consumer shall not be entitled to claim reimbursement of the sum paid or reduction of the price of the goods where the trader agrees to a replacement of the consumer goods with new ones or to repair the consumer goods within one month after the complaint was addressed by the consumer.

(3) The consumer shall not be entitled to claim rescission of the contract if the lack of conformity of the consumer goods with the contract is minor.

Article 115. (1) The consumer may exercise the right thereof under this Section within two years as from the time of delivery of the consumer goods.

(2) The period referred to in Paragraph (1) shall be interrupted during the time needed to repair or replace the consumer goods or to reach a settlement of the dispute between the seller and the consumer.

(3) The exercise of the right of the consumer under Paragraph (1) shall not be subject to any period of limitation for the bringing of action for compensation other than the period referred to in Paragraph (1).

Article 116. The seller who or which is liable for the lack of conformity of the consumer goods shall have the right to bring action for compensation for the damage sustained against the person who caused the non-conformity if the seller is in a direct or indirect contractual relationship with the said person, as well as against the producer, where the producer is liable for the non-conformity of the goods. Any contractual clause which restricts or waives these rights of the trader shall be void.

Article 117. (1) "Commercial guarantee" shall be any undertaking given by the seller or the producer in respect of the consumer, to reimburse the price paid for the consumer goods, or to replace or repair the goods or otherwise handle the said goods with due care, without extra charge for the consumer, if the consumer goods do not meet the specifications set out in the commercial guarantee statement or in the relevant advertising.

(2) A commercial guarantee shall be legally binding on the offerer under the conditions laid down in the commercial guarantee statement and the associated advertising.

Article 118. (Amended, SG No. 18/2011) The commercial guarantee shall be made available to the consumer in writing or in

another durable medium accessible thereto.

Article 119. (Amended, SG No. 18/2011) (1) The commercial guarantee statement shall mandatorily contain information on:

1. the rights of consumers resulting from the guarantee under Articles 112 to 115 herein, and shall clearly state that the commercial guarantee does not affect the consumer rights resulting from the guarantee under Articles 112 to 115 herein and more specifically that notwithstanding the commercial guarantee the seller is liable for any lack of conformity of the consumer goods with the contract of sale according to the guarantee under Articles 112 to 115 herein;

2. the contents and the scope of the commercial guarantee;

3. the essential particulars necessary for implementation of the commercial guarantee, and notably: the manner of addressing complaints; duration of the commercial guarantee; territorial scope of the commercial guarantee; name and address of the guarantor, and name and address of the person whereto the commercial guarantee may be notified if the said person is other than the guarantor.

(2) In case the commercial guarantee is provided by a producer which does not have a representative within the territory of the country, and the commercial guarantee statement lacks the information referred to in Item 1 of Paragraph (1), this information shall be made available to the consumer in an appropriate manner by the seller.

(3) The information covered under Paragraph (1) must be set out in plain intelligible language and must be easily legible. The information shall mandatorily be made available in the Bulgarian language.

Article 120. (Repealed, SG No. 18/2011).

Article 121. (Amended, SG No. 18/2011) Infringement of any of the requirements of Articles 118 and 119 herein shall not affect the validity of the commercial guarantee, and the consumer can still rely on the said guarantee and require that what is stated in the commercial guarantee statement be honoured.

Section III

Complaints

Article 122. The consumer shall be entitled to complain in respect of any lack of conformity of the product with what has been agreed, including in respect of second-hand goods, where after delivery, upon the first check or during storage, assembly, testing or operation, any non-conformities with the contract of sale have been detected.

Article 123. (1) The consumer shall be entitled to address a complaint in respect of goods or services, regardless of whether the producer or trader provided a commercial guarantee for the said goods or services.

(2) Where the producer or seller has provided a commercial guarantee for the goods and the complaint is satisfied by replacement of the goods with other goods conforming to what has been agreed, the trader shall be obligated to honour the initial guarantee terms offered to the consumer. Where the complaint is satisfied by repair of the goods, any repairs done shall be entered in the guarantee certificate and the duration of the repair shall be assimilated to the duration of the guarantee.

Article 124. (1) Upon addressing a complaint in respect of goods, the consumer may claim reimbursement of the sum paid, replacement of the goods by other goods conforming with what has been agreed, a reduction of the price, or repairing of the goods free of charge under the terms and according to the procedure established by Articles 113 and 114 herein.

(2) Upon addressing a complaint in respect of a service, the consumer may claim provision of the service in accordance with the contract, a reduction of the price or reimbursement of the sum paid.

Article 125. (1) A complaint shall be addressed to the trader or to a person authorized thereby.

(2) A complaint shall be addressed either by word of mouth or in writing.

(3) Upon addressing a complaint, the consumer shall specify the purpose of the complaint, the manner of satisfaction of the complaint preferred thereby, respectively, the amount of the sum claimed, and contact address.

(4) Upon submission of a complaint, the consumer shall mandatorily attach the documents supporting the complaint:

1. a cash register receipt or invoice;

2. written statements, memoranda or other documents establishing the lack of conformity of the goods or services with what has been agreed;

3. other documents establishing the grounds and amount of the claim.

Article 126. (1) Complaints in respect of consumer goods may be addressed within two years after the time of delivery of the goods but not later than two months after establishment of the lack of conformity with what has been agreed. Complaints in respect of services may be addressed within fourteen days after detection of the lack of conformity of the service with what has been agreed.

(2) (New, SG No. 18/2011) The period referred to in Paragraph (1) shall be interrupted during the time needed to repair the consumer goods or to reach a settlement of the dispute between the seller and the consumer.

(3) (Renumbered from Paragraph (2), amended, SG No. 18/2011) If the trader has provided a commercial guarantee for the consumer goods and the duration of the said guarantee exceeds the periods of limitation for addressing the complaint under Paragraph (1), the complaint may be addressed within the duration of the commercial guarantee.

Article 127. (1) The trader or a person authorized thereby shall be obligated to accept the complaint if addressed in due course.

(2) (Amended, SG No. 18/2011) The trader shall be obligated to keep a register of the complaints addressed thereto and to the persons authorized thereby.

(3) The persons referred to in Paragraph (1) shall mandatorily describe a complaint in the register when the said complaint is addressed.

(4) (Amended, SG No. 18/2011) Complaints shall be accepted throughout the working hours of the business premises whereon the goods have been purchased or whereon the service has been ordered, at the address of the place of management of the trader or at another place named by the trader. The consumer shall have an unlimited right of choice of a place for addressing the complaint.

Article 128. (1) (Repealed, SG No. 18/2011).

(2) When the trader satisfies a complaint, the trader shall issue a statement on this, which shall be drawn up in duplicate, and shall mandatorily provide one copy to the consumer.

Article 129. Addressing a complaint to the trader shall not prevent the bringing of an action.

Section IV

Liability for Damage Caused by a Defective Product

Article 130. (1) This Section shall apply to the liability of producers, distributors and traders for any damage caused by a defective product produced or supplied thereby.

(2) "Product" shall be any movable item, even if incorporated into another movable or immovable item, including the following agricultural raw materials and products which have not undergone primary processing or handling: agricultural crops, livestock products and raw materials, hunting and fishing. "Product" shall include electricity.

(3) (Amended, SG No. 64/2007) "Producer" shall be any person who or which manufactures, in the course of the business thereof, a finished product, raw materials or component parts used in manufacturing of other products or any person who or which, by putting the name, trade mark or other distinguishing feature thereof on the product, presents himself, herself or itself as its producer. Any person, who or which imports into the territory of the European Community a product for sale, hire, leasing or uses any form of distribution in the course of the business thereof within the territory of the Community, shall also be deemed to be a producer.

(4) "Distributor or trader" shall be any person other than a producer who or which puts a product into circulation. A product shall be "put into circulation" where the producer has released the product voluntarily. A product may be put into circulation only once.

Article 131. (1) Compensation under this Section shall be awarded where damage is caused by:

1. death or personal injury of a natural person;

2. (amended and supplemented, SG No. 64/2007) damage to, or destruction of, any item of property other than the defective product itself, with a lower threshold of BGN 1,000, provided that the item of property is ordinarily intended for private use and was used by the injured person as intended.

(2) The injured person may exercise the right thereof to compensation for non-material damage caused by a defective product, according to the standard procedure.

Article 132. (1) A product shall be deemed defective when it does not meet the common expectations of customary use, taking all circumstances into account, related to:

1. the presentation of the product with regard to the following characteristics: quality, quantity, name, type, composition, origin, durability, distinctive features, customary and possible use of the product, advertisement of the product and the information

provided about it;

2. the time when the product was put into circulation.

(2) A product shall not be considered defective for the sole reason that a better product is subsequently put into circulation.

Article 133. (1) The producer shall be liable for damage caused by a defect in the product thereof, regardless of whether the said defect is caused by the fault of the producer or not.

(2) The producer shall be liable for damage even when the product was produced in compliance with existing standards and good practices or it was put into circulation by permission of an administrative authority.

Article 134. (1) (Amended and supplemented, SG No. 64/2007) Where the producer of the product or the person who or which imported the product into the territory of the European Community cannot be identified, liability under Article 133 herein shall be incurred by any distributor or trader of the product.

(2) Paragraph (1) shall not apply where the distributor or trader furnishes information within 14 days of the name and address of the producer, importer or the person who or which supplied the product.

(3) The distributor or trader may not refer the injured person to any person outside the territory of the Republic of Bulgaria.

Article 135. (1) Where two or more persons are liable for the same damage, they shall be liable jointly and severally.

(2) Where damage has been caused by a defective product which is a component part of another product, the producer of the said component part and the person who installed it shall be liable jointly and severally.

Article 136. The injured person shall be required to prove the damage, the defect and the causal relationship between defect and damage.

Article 137. (1) The producer shall not be liable under Article 133 herein if the producer proves that:

1. the producer did not put the product into circulation, or

2. having regard to all circumstances, it is probable that the defect which caused the damage did not exist at the time the product was put into circulation by the producer or that this defect became apparent afterwards, or

3. the producer neither manufactured the product for sale or any form of distribution for economic purpose nor manufactured or distributed the said product in the course of the business thereof, or

4. the defect is due to compliance of the product with mandatory requirements issued by the public authorities, or

5. the state of scientific and technical knowledge at the time when the product was put into circulation was not such as to enable the existence of the defect to be discovered.

(2) The producer of a component part shall not be liable under Article 133 herein if the producer proves that the defect is attributable to the development or design of the product in which the component has been fitted or to the instructions on the product given by the manufacturer.

Article 138. (1) The liability of the producer under Article 133 herein may be disallowed or reduced when the damage is caused both by a defective product and by the fault of the injured person or of any person for whom the injured person is responsible.

(2) The liability of the producer shall not be reduced when the damage is caused both by a defective product and by the act or omission of a third party.

Article 139. Any clause in a contract that provides for disallowance or reduction of the liability of the producer in respect to the injured person for any damage caused under this Section shall be void.

Article 140. (1) Any proceedings for the recovery of damages caused by a defective product, shall be subject to a limitation period of three years, which shall begin to run from the day on which the plaintiff became aware, or should have become aware, of the damage, the defect and the identity of the producer.

(2) The provisions of the Obligations and Contracts Act shall apply to the suspension and interruption of the said limitation period.

Article 141. The rights conferred upon the injured person pursuant of this Section shall be extinguished upon the expiry of a period of ten years from the date on which the producer put into circulation the product which caused the damage, unless the injured person has in the meantime instituted proceedings against the producer.

Article 142. The provisions of this Section shall not affect the right of an injured person to redress under another law.

Chapter Six

UNFAIR TERMS IN CONSUMER CONTRACTS

Article 143. "Unfair term in a contract concluded with a consumer" shall be any clause to the detriment of the consumer which is contrary to the requirement of good faith and causes a significant imbalance in the rights and obligations of the trader or supplier and the consumer and has the object or effect of:

1. excluding or limiting the statutory liability of a producer, trader or supplier in the event of the death of a consumer or personal injury to the consumer resulting from an act or omission of the said trader or supplier;
2. excluding or limiting the statutory rights of the consumer vis-a-vis the trader or supplier or another party in the event of total or partial non-performance or inadequate performance of any of the contractual obligations, including the option of offsetting a debt owed to the trader or supplier against any claim which the consumer may have against the trader;
3. making the fulfilment of contractual obligations by the trader or supplier subject to a condition whose realization depends on his own will alone;

4. permitting the trader or supplier to retain sums paid by the consumer where the consumer decides not to conclude or perform the contract, without providing for the consumer to receive compensation of an equivalent amount from the trader or supplier where the trader or supplier is the party cancelling the contract;
5. requiring any consumer who fails to fulfil the obligation thereof to pay a disproportionately high sum in compensation;
6. authorizing the trader or supplier to exempt himself from the obligations thereof under the contract on a discretionary basis where the same facility is not granted to the consumer, or permitting the trader or supplier to retain the sums paid for services not yet supplied thereby where he himself dissolves the contract or penalty;
7. enabling the trader or supplier to terminate an open-ended contract without notice, except where there are serious grounds for doing so;
8. fixing an unreasonably early deadline for automatic extension of the contract where the consumer does not indicate otherwise;
9. binding the consumer to terms with which the consumer had no real opportunity of becoming acquainted before the conclusion of the contract;
10. enabling the trader or supplier to alter the terms of the contract unilaterally on grounds which are not specified in the contract;
11. enabling the seller or supplier to alter unilaterally, without a valid reason, any characteristics of the products or services;
12. providing for the price to be determined at the time of delivery of the product or provision of the service or allowing a trader or supplier to increase the price without, in both cases, giving the consumer the corresponding right to cancel the contract if the final price is substantially higher in relation to the price agreed when the contract was concluded;
13. giving the trader or supplier the right to determine whether the goods or services supplied are in conformity with the terms of the contract, or giving the trader or supplier the exclusive right to interpret any term of the contract;
14. obliging the consumer to fulfil all obligations thereof even where the trader or supplier does not perform the obligations thereof;
15. giving the trader or supplier the possibility of transferring the rights and obligations thereof under the contract, without the consumer's agreement, where this may serve to reduce the guarantees for the consumer;
16. excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to a specific court of arbitration not covered by legal provisions; unduly restricting the evidence available to the consumer or imposing on the consumer a burden of proof which, according to the applicable law, should lie with the other party to the contract;
17. limiting the obligation of the trader or supplier to respect commitments undertaken by the agents thereof, or making the commitments thereof subject to compliance with a particular formality;
18. imposing other similar conditions.

Article 144. (1) The provision of Item 7 of Article 143 herein shall not apply to any terms under which a supplier of financial services reserves the right to terminate unilaterally a contract of indeterminate duration without notice where there is a valid reason, provided that the supplier of financial services has agreed to inform the other contracting party or parties thereof immediately of the termination of the contract.

(2) The provision of Item 10 of Article 143 herein shall not apply to terms under which:

1. a supplier of financial services reserves the right to alter the rate of interest payable by the consumer or due to the consumer, or the amount of other charges for financial services without notice where there is a valid reason, provided that the supplier of financial services has agreed to inform the other contracting party or parties thereof within seven days and that the other party or parties is free to dissolve the contract immediately;

2. a trader or supplier reserves the right to alter unilaterally the conditions of an open-ended contract, provided that the trader or supplier has agreed to inform the consumer with reasonable notice and that the consumer is free to dissolve the contract.

(3) The provisions of Items 7, 10 and 12 of Article 143 herein shall not apply to:

1. transactions in securities, financial instruments and other products or services where the price is linked to fluctuations (variations) in a stock exchange quotation or index or a financial market interest rate that the trader or supplier does not control;

2. contracts for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency.

(4) The provision of Item 12 of Article 143 herein shall not apply to price-indexation clauses, where lawful, provided that the method by which prices vary is explicitly detailed in the contract.

Article 145. (1) The unfairness of a term in a contract concluded with a consumer shall be assessed, taking into account the nature of the goods or services for which the contract was concluded, all the circumstances attending the conclusion of the contract at the time of conclusion, as well as all the other terms of the contract or of another contract on which it is dependent.

(2) Assessment of the unfair nature of the terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price or remuneration, on the one hand, as against the services or goods supplied in exchange, on the other, in so far as these terms are in plain intelligible language.

Article 146. (1) The unfair terms in contracts shall be void unless individually negotiated.

(2) A term shall be regarded as not individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term, particularly in the context of a pre-formulated standard contract.

(3) The fact that specific terms have been individually negotiated shall not exclude the application of this Article to the rest of a contract if an overall assessment of the contract indicates that it is a pre-formulated standard contract.

(4) Where the trader or supplier claims that a standard contract term has been individually negotiated, the burden of proof in this respect shall be incumbent on the said trader or supplier.

(5) The presence of unfair terms in a contract concluded with a consumer shall not render it void if the contract can be applied without these terms.

Article 147. (1) The terms in contracts offered to the consumer must be drafted in plain, unambiguous language.

(2) Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.

Article 148. The Commission for Consumer Protection shall:

1. elaborate guidelines or recommendations in connection with specific unfair terms in pre-formulated standard contracts used in specific branches or sectors of activity;

2. recommend the use of particular contractual terms used in specific branches or sectors of activity;

3. hold negotiations with representatives of traders associations regarding the elaboration of model contracts applicable to particular branches or sectors of activity;

4. (new, SG No. 18/2011) upon use of unfair terms in pre-formulated standard contracts, approach the competent court with a motion to declare the said terms void according to the procedure established by Section III of Chapter Nine herein following the failure of the measures taken under Item 1 and where the terms of the contract may affect a large number of consumers or the said terms may be used by other traders as well.

Chapter Seven

TIMESHARE CONTRACTS. LONG-TERM HOLIDAY PRODUCT CONTRACTS. RESALE AND EXCHANGE CONTRACTS (Heading amended, SG No. 18/2011)

Article 149. (Amended, SG No. 18/2011) The provisions of this Chapter are intended to ensure consumer protection in respect of the marketing, sale, resale and exchange of rights and/or services under timeshare contracts and long-term holiday product contracts.

Article 150. (Amended, SG No. 18/2011) (1) The provisions of this Chapter shall apply to contracts concluded between a trader and a consumer.

(2) "Consumer" shall be any natural person who is acting for purposes which are outside that person's trade, business, craft or profession.

(3) "Trader" shall be any natural or legal person who or which is acting for purposes relating to that person's trade, business, craft or profession, as well as any person acting in the name of or on behalf of a trader.

(4) The provisions of this Chapter shall not exclude and shall not restrict the application of rules regulated by a law regarding:

1. the recording of movable property or immovable property in a special register or conveyance of immovable properties;
2. the establishment of the trader and the requirements of an authorization, licensing or other regime for the practice of commercial activity.

Article 151. (Amended, SG No. 18/2011) "Timeshare contract" shall be a contract concluded for a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more immovable properties or other movable property used for overnight accommodation for more than one period of occupation.

Article 152. (Amended, SG No. 64/2007, SG No. 102/2008, SG No. 18/2011) "Long-term holiday product contract" shall be a contract concluded for a duration of more than one year under which a consumer, for consideration, acquires the right to obtain discounts or other benefits in respect of accommodation for a specified period of time, in isolation or together with provision of transport or other services.

Article 153. (Supplemented, SG No. 64/2007, amended, SG No. 18/2011) "Resale contract" shall be a contract under which

a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product.

Article 154. (Amended, SG No. 18/2011) "Exchange contract" shall be a contract under which a consumer, for consideration, joins an exchange scheme in which that consumer is granted access to an immovable property or another movable property used for overnight accommodation or other services in exchange for granting to other persons temporary access to the rights deriving from that consumer's timeshare contract.

Article 155. (Amended, SG No. 18/2011) "Ancillary contract" shall be a contract under which a consumer acquires services which are related to a timeshare contract or to a long-term holiday product contract and which are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader.

Article 156. (Amended, SG No. 18/2011) Before the consumer is bound by any offer or contract under this Chapter, the trader shall provide the consumer with accurate and sufficient information necessary for making an informed decision, by means of the standard information form, on:

1. timeshare contracts according to Annex 1 hereto;
2. long-term holiday product contracts according to Annex 2 hereto;
3. resale contracts according to Annex 3 hereto;
4. exchange contracts according to Annex 4 hereto.

Article 157. (Amended, SG No. 18/2011) The information referred to in Article 156 herein shall be provided to the consumer free of charge, in a clear and comprehensible manner, on paper or on another durable medium which is easily accessible to the consumer.

Article 158. (Amended, SG No. 18/2011) The information referred to in Article 156 herein shall be provided in the language or in one of the languages of the Member State of the European Union in which the consumer is resident or a national, at the choice of the consumer, provided it is an official language of the European Union.

Article 159. (Effective 1.01.2007, amended, SG No. 18/2011) Any advertising for a contract or a group of contracts under this Chapter shall specify the possibility of obtaining the information referred to in Article 156 herein and shall indicate where it can be obtained.

Article 160. (Effective 1.01.2007 - SG No. 99/2005, supplemented, SG No. 64/2007, amended, SG No. 18/2011) (1) Where a contract under this Chapter is offered to a consumer at a promotion or sales event, the trader shall mandatorily indicate in the invitation extended to the consumer the commercial purpose and the nature of the event.

(2) The trader shall be obligated to make the information referred to in Article 156 herein available to the consumer at any time during the event referred to in Paragraph (1).

Article 161. (Amended, SG No. 18/2011) It shall be prohibited to market or sell a timeshare or a long-term holiday product as an investment.

Article 161a. (New, SG No. 18/2011) In calculating the duration of a timeshare contract or a long-term holiday product contract, any provision in the contract for tacit renewal or prolongation shall be taken into account.

Article 161b. (New, SG No. 18/2011) (1) The contracts under this Chapter shall be concluded in writing, on paper or on another durable medium, in the language or one of the languages of the member State of the European Union in which the consumer is resident or a national, at the choice of the said consumer, provided it is an official language of the European Union.

(2) Where the consumer is resident or the trader pursues commercial or professional activities within the territory of the Republic of Bulgaria, the contract shall be drawn up in the language referred to in Paragraph (1) and in the Bulgarian language.

(3) In the case of timeshare contracts concerning one specific immovable property, the trader shall provide the consumer with the contract in the language referred to in Paragraph (1) and with a certified translation of the said contract in the language or one of the languages of the Member State of the European Union in which the property is situated, provided it is an official language of the European Union.

Article 161c. (New, SG No. 18/2011) (1) The pre-contractual information referred to in Article 156 herein shall constitute an integral part of the contract. The trader may not alter the content of the information provided referred to in Article 156 herein with the exception of the cases where:

1. the parties expressly agree otherwise, or

2. the changes made result from unusual and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided thereby even if all due care had been exercised.

(2) Any change of the information provided, made in accordance with Paragraph (1), shall be communicated to the consumer on paper or on another durable medium easily accessible thereto, before the contract is concluded and shall be expressly mentioned in the contract.

Article 161d. (New, SG No. 18/2011) The contracts under this Chapter shall include:

1. the names, the Standard Public Registry Personal Number (the Personal Number or the Alien's Personal Number), the permanent and present address of the consumer;

2. the business name, the legal form of business organization, the Standard Identification Code, the registered office and the address of the trader if a legal person, or the names, the Standard Public Registry Personal Number (the Personal Number or the Alien's Personal Number) and the mailing address if a natural person;

3. the information applicable to the relevant type of contract according to Article 156 herein;

4. the changes made in the information provided under Article 156 herein applicable to the relevant type of contract;

5. a separate standard withdrawal form, intended to facilitate the exercise of the consumer's right of withdrawal according to Annex 5 hereto;

6. the date and place of the conclusion of the contract and signature of each of the parties.

Article 161e. (New, SG No. 18/2011) (1) Before the conclusion of a contract under this Chapter, the trader shall explicitly inform the consumer of the existence of a right of withdrawal, of the length of the period within which the consumer can exercise his or her right of withdrawal, and of the ban on advance payments during the withdrawal period.

(2) The information referred to in Paragraph (1) shall be included in the contract and these contractual clauses shall be signed separately by the consumer.

(3) The consumer shall receive a copy of the contract at the time of its conclusion.

Article 161f. (New, SG No. 18/2011) (1) The consumer shall have a right, without compensation or penalty and without giving any reason, to withdraw from the timeshare contract, long-term holiday product contract, resale contract or exchange contract as concluded within fourteen calendar days, reckoned from the date of:

1. the conclusion of the contract or of any binding preliminary contract, or

2. the receipt by the consumer of the contract or of any binding preliminary contract, where the consumer receives them after their conclusion.

(2) Where the standard withdrawal form referred to in Item 5 of Article 161d herein has not been filled in by the trader and/or has not been provided to the consumer in writing, on paper or on another durable medium, the consumer shall have a right to withdraw from the contract within one year and fourteen calendar days reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract.

(3) Where the standard withdrawal form has been filled in by the trader and has been provided to the consumer in writing, on paper or on another durable medium within one year after the date of the conclusion of the contract or of the binding preliminary contract or after the date of its receipt, the withdrawal period referred to in Paragraph (1) shall start from the date when the consumer receives the form referred to in Item 5 of Article 161d herein.

(4) Where the trader has not provided the information referred to in Article 156 herein to the consumer on paper or on another durable medium, the consumer shall have a right to withdraw from the contract within three months and fourteen calendar days reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract.

(5) Where the information referred to in Article 156 herein has been provided by the trader to the consumer on paper or on another durable medium within three months reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract, the withdrawal period referred to in Paragraph (1) shall start from the date of provision of the information referred to in Article 156 herein.

(6) Where the consumer concludes simultaneously a timeshare contract and an exchange contract, only a single withdrawal period shall apply to both contracts, which shall start according to the requirements of Paragraph (1).

Article 161g. (New, SG No. 18/2011) (1) A consumer who wishes to exercise the right thereof to withdraw from the contract as concluded shall be obligated to notify the trader of this on paper or on another durable medium before the expiry of the periods referred to in Article 161f herein. The consumer may use, inter alia, the standard withdrawal form intended to facilitate the exercise of the right of withdrawal referred to in Item 5 of Article 161d herein.

(2) The exercise of the right to withdraw from the contract as concluded by the consumer shall terminate the rights and obligations of the parties to the contract, and the consumer shall not be liable for any costs and payment for services provided thereto before the withdrawal.

Article 161h. (New, SG No. 18/2011) It shall be prohibited to demand and to receive any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party in relation to:

1. timeshare, long-term holiday product and exchange contracts: before the expiry of the withdrawal periods under Article 161f herein;
2. resale contracts: before the actual sale takes place or the resale contract is otherwise terminated.

Article 161i. (New, SG No. 18/2011) (1) For long-term holiday product contracts, payment shall be made according to a staggered payment schedule prepared in advance. The payments, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value.

(2) Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule referred to in Paragraph (1) shall be prohibited.

(3) The trader shall be obligated to send the consumer a written invitation to pay on paper or on another durable medium at least fourteen calendar days in advance of each due date.

(4) From the second yearly instalment payment onwards, the consumer shall have the right to terminate the long-term holiday product contract without compensation and/or penalty by giving notice to the trader within fourteen calendar days reckoned from the date of the receipt of the invitation to pay each yearly instalment.

Article 161j. (New, SG No. 18/2011) (1) Where the consumer exercises the right thereof to withdraw from a timeshare contract or from a long-term holiday product contract, any exchange contract ancillary to the said contract or any other ancillary contract shall be automatically terminated at no cost, compensation and/or penalty to the consumer.

(2) Where the consumer exercises the right thereof to withdraw from any contract under this Chapter, whereof the price is fully or partly covered by a credit granted to the consumer by the trader or by a third party on the basis of an arrangement between the trader and the third party, the credit agreement shall be terminated at no cost, compensation and/or penalty to the consumer.

Article 161k. (New, SG No. 18/2011) (1) Where the law applicable to any contract referred to in Articles 151 to 154 herein is the law of a Member State of the European Union, any contractual clause whereby the consumer waives the rights conferred thereon under this Chapter shall be void.

(2) Where the law applicable to any contract referred to in Articles 151 to 154 herein is the law of a State which is not a Member State of the European Union, the consumers shall have the rights thereof under this Chapter in the following cases:

1. where the subject matter of the contract is related to an immovable property or properties any of which is situated within the territory of a Member State of the European Union, or
2. where the subject matter of the contract is not related to immovable property but the trader pursues commercial or professional activities in a Member State of the European Union, or by any means directs such activities to a Member State of the European Union and the contract concerned falls within the scope of such activities.

Article 161l. (New, SG No. 18/2011) (1) The Commission for Consumer Protection shall inform consumers of the rights and obligations thereof in the offer and conclusion of contracts under this Chapter, of the possibility for out-of-court settlement of consumer disputes, and shall consider complaints, alerts and suggestions by consumers and consumer associations.

(2) The Commission for Consumer Protection shall encourage traders and traders' branch organizations to inform consumers about their codes of good practice and of the possibility for out-of-court settlement of consumer disputes in connection with contracts under this Chapter.

Article 161m. (New, SG No. 18/2011) The conciliation committees and the mediators established according to the procedure of Section II of Chapter Nine herein shall assist the settlement of disputes between consumers and traders which have arisen in connection with any contracts under this Chapter.

Article 161n. (New, SG No. 18/2011) (1) Any arrangement between a trader and a consumer, which is contrary to the provisions of this Chapter and prejudices the interests of the consumer or reduces the liability of the trader arising from this Act, shall be void.

(2) Where the requirements of Articles 158, 161, 161b, 161c, 161d, 161h and 161i herein are not complied with, the contract concerned shall be invalid.

Article 161o. (New, SG No. 18/2011) (1) The provisions of this Chapter do not preclude consumers from seeking other remedies for the rights and interests thereof.

(2) The provisions of the Obligations and Contracts Act shall apply to any cases unregulated under this Chapter.

Chapter Eight

AUTHORITIES AND ORGANIZATIONS FOR CONSUMER PROTECTION

Section I

Administrative Authorities for Consumer Protection

Article 162. The Minister of Economy, Energy and Tourism shall conduct and coordinate the State policy in the field of consumer protection.

Article 163. The Minister of Economy, Energy and Tourism shall take measures for integration of consumer protection policy upon implementation of the other sectoral and horizontal policies.

Article 164. (1) (Previous Article 164, SG No. 53/2006) The Minister of Economy, Energy and Tourism shall:

1. make motions for amendment of effective statutory instruments and for adoption of new statutory instruments in the field of consumer protection;
2. issue statutory instruments of secondary legislation in the field of consumer protection in the cases provided for in a law;
3. give opinions on statutory instruments relevant to consumer protection;
4. direct the work of the National Consumer Protection Council;
5. coordinate the activities of other administrative authorities concerned with consumer protection;
6. cooperate with administrative authorities for consumer protection of other States and represent the Republic of Bulgaria at international consumer protection organizations.
7. (new, SG No. 53/2006, effective 1.01.2007) shall prepare a list of the eligible organizations in the Republic of Bulgaria that have legal interest to bring actions for cessation or for prohibition of any acts or commercial practices, which infringe on the collective interests of consumers.

(2) (New, SG No. 53/2006, effective 1.01.2007) The list under paragraph 1, subparagraph 7 shall be made on the basis of criteria set forth by an ordinance of the Minister of Economy, Energy and Tourism.

(3) (New, SG No. 53/2006, effective 1.01.2007) The Minister of Economy, Energy and Tourism shall submit to the European Commission the list of the eligible organizations in the Republic of Bulgaria, as well as their objects and legal and organizational form.

Article 165. (1) (Amended, SG No. 15/2013, effective 1.01.2014) The Commission for Consumer Protection with the Minister of Economy, Energy and Tourism shall be a public-financed legal person with a head office in Sofia. The said Commission shall be a collegial authority with the Minister of Economy, Energy and Tourism with regional units within the territory of the country.

(2) (Amended, SG No. 18/2010, effective 5.03.2010) The Commission on Consumer Protection shall consist of three members, including a Chairperson, who shall be designated for a term of office of five years by a decision of the Council of Ministers and shall be appointed by the Prime Minister. At least one of the members of the Commission shall be a lawyer and one shall be an economist.

(3) The Commission for Consumer Protection shall perform the following functions:

1. adopt an annual programme plan and period plans for performance of control activities;
2. (amended and supplemented, SG No. 64/2007, amended SG No. 102/2008) exercise control over unfair commercial practices;
3. bring actions for collective remedies for consumer protection;
4. elaborate guidelines and recommendations in connection with specific unfair terms in contracts;
5. exercise control over the safety of products and services in accordance with the requirements of this Act.

(4) The Chairperson of the Commission for Consumer Protection shall perform the following functions:

1. represent the Commission and authorize other persons to represent the Commission;
2. preside over the meetings of the Commission;
3. (amended, SG No. 64/2007) organize and direct the operation of the Commission;
4. exercise the functions of an appointing authority in respect of the civil servants and of an employer in respect of the employees working under an employment relationship;

5. conclude contracts as may be required for the operation of the Commission and of the administration thereof, or empower other persons to conclude any such contracts;

6. issue individual administrative acts, penalty decrees and impose coercive administrative measures and empower other officials to issue penalty decrees in the cases provided for in statutory instruments.

(5) Eligibility for the office of chairperson or member of the Commission on Protection of Competition shall be limited to persons who:

1. hold Bulgarian citizenship;

2. hold an educational qualification degree of Master;

3. have at least five years of employment service;

4. (amended, SG No. 42/2009) do not assume any positions, nor carry out any activities under Article 19(6) of the Administration Act.

5. (new, SG No. 56/2012) do not occupy a leadership position in a political party or organisation.

(6) (Amended, SG No. 42/2009, SG No. 97/2010, effective 10.12.1010) Each member of the Commission shall be obligated to disclose in writing to the Commission any private interest within the meaning of the Conflict of Interest Prevention and Ascertainment Act in the making of a specific decision, and shall be obligated not to participate when any such decision is discussed and put to the vote.

(7) (Repealed, SG No. 42/2009).

(8) The powers of the members of the Commission shall be terminated upon death or prior to the expiry of the term of office:

1. acting on a letter of resignation;

2. upon establishment of incompatibility with the eligibility requirements of this Act;

3. (amended, SG No. 18/2011) when a judicial act on the commission of a wilful publicly indictable criminal offence becomes enforceable;

4. in the event of inability to discharge the duties thereof for a period exceeding three months;

5. (new, SG No. 42/2009, amended, SG No. 97/2010, effective 10.12.1010) upon entry into force of an act which ascertains any conflict of interest under the Conflict of Interest Prevention and Ascertainment Act.

(9) Upon termination of the powers of any member of the Commission, the competent authority shall designate and appoint a new member within one month after the day of termination of the powers, to serve for the remainder of the respective term of office.

(10) The activities, structure and organization of work and the staff size of the Commission for Consumer Protection and of the administration thereof shall be determined by rules of organization adopted by the Council of Ministers.

Article 166. Each municipality mayor shall establish a consumer protection unit in the municipal administration, through which the mayor shall:

1. exercise control under Chapter Two, Section III of Chapter Four and Sections II and III of Chapter Five herein;

2. advise consumers regarding the rights thereof under this Act;

3. provide information on dangerous products to the Commission on Consumer Protection;

4. approach the competent authorities upon ascertainment of any violations of other statutory instruments affecting the rights and interests of consumers.

Section II

Consumer Associations

Article 167. (1) Citizens may associate for the purpose of protection of the rights and interests of consumers.

(2) The following shall be ineligible for occupation of managerial positions in the governing bodies of consumer associations:

1. any employees in the state bodies and in the bodies of local self-government and local administration which perform functions concerning consumer protection;
2. any producers, importers, traders and suppliers;
3. any persons holding a managerial or supervisory position in a commercial corporation or a cooperative;
4. any persons holding a leadership position in a political party or organization.

Article 168. (1) Consumer associations shall be not-for-profit associations which:

1. act exclusively in the best interest of consumers;
2. are not connected with any specific political party;
3. are economically independent of any producers, importers, traders and suppliers;
4. are registered at the Ministry of Justice as not-for-profit associations designated for pursuit of public-benefit activities.

(2) The circumstances referred to in Items 2 and 3 of Paragraph (1) shall be proven by a written statement.

Article 169. (1) Consumer associations shall be entitled to:

1. receive information on drafts of any statutory instruments concerning the rights and interests of consumers, and express opinions on any such drafts;
2. inform the control authorities of any cases in which the rights of consumers are violated;
3. (amended SG No. 41/2007) receive information from central-government and municipal authorities on draft methodologies for price formation of the public services related to district heating, electricity supply, water supply and sewerage, transportation, postal communications and electronic communications;
4. propose to all control authorities to conduct checks, analyses and testing of goods and services;
5. assist to the resolution of disputes that have arisen between consumers and traders;
6. approach the court on violations of the rights and interests of consumers in the cases and under the terms established by this Act;
7. conclude collective agreements with traders associations.

(2) The state bodies and the bodies of local self-government and local administration shall cooperate with consumer associations in the activities thereof related to consumer protection.

Article 170. (Amended, SG No. 18/2011) (1) To qualify as representative, a consumer association must satisfy the following requirements:

1. have, as its objective, the protection of consumer rights;
 2. be registered as a not-for-profit association for pursuit of public benefit activities within the meaning given by the Not-for-Profit Legal Entities Act;
 3. take effective public action for protection of consumer interests, which is assessed depending on:
 - (a) actions brought for protection of the collective interests of consumers;
 - (b) information campaigns conducted;
 - (c) magazines and specialized publications or items on consumer subjects published;
 - (d) assistance rendered for settlement of consumer disputes;
 - (e) participation of representatives of the association in meetings of advisory bodies concerned with consumer protection;
 4. have functioning help desks providing advisory and information services to consumers in at least one-third of the administrative regional centres countrywide.
- (2) Consumer associations shall be recognized as representative within the meaning given by Paragraph (1) at their request by the Minister of Economy, Energy and Tourism.

Article 170a. (New, SG No. 18/2011) (1) To be recognized as representative within the meaning given by Article 170 (1) herein, consumer associations shall submit an application to the Minister of Economy, Energy and Tourism, attaching the following documents thereto:

1. a judgment on initial registration;
2. a current status certificate issued by the court of registration;
3. a certificate issued by the Central Register with the Ministry of Justice for Not-for-Profit Legal Entities Designated for Pursuit of Public Benefit Activities;
4. an up-to-date statute;
5. an annual report on the activities carried out during the last preceding year;
6. a list of the help desks providing advisory and information services to consumers in the administrative regional centres countrywide, stating addresses, opening hours, contact telephones and names of the person in charge of the help desk;
7. an inventory of the advisory services provided to consumers during the last preceding year;
8. a declaration by the members of the governing bodies to the effect that they satisfy the requirements covered under Article 167 (2) herein.

(2) The documents referred to in Items 1 to 4 and 8 of Paragraph (1) shall be submitted in their original form or as a certified copy. The documents referred to in Items 5 to 7 of Paragraph (1) shall be signed by the persons who represent the organization.

(3) Where any non-conformities are ascertained in the documents as presented, the Minister of Economy, Energy and Tourism or an official empowered thereby shall notify the applicant in writing and shall give directions on curing the said non-conformities within fourteen days.

(4) If the non-conformities are not cured within the time limit referred to in Paragraph (3), the application shall be left without consideration.

Article 170b. (New, SG No. 18/2011) (1) The consumer association shall be recognized as representative by an order of the Minister of Economy, Energy and Tourism.

(2) The order referred to in Paragraph (1) shall be issued within one month after the receipt of the documents covered under Article 170a herein at the Ministry of Economy, Energy and Tourism. In the cases referred to in Article 170a (3) herein, the period shall be interrupted.

(3) By the order referred to in Paragraph (1), the consumer association shall be recognized as representative at the national level for a period of three years.

(4) The Ministry of Economy, Energy and Tourism shall announce an up-to-date list of the consumer associations recognized as representative on the Internet site thereof.

Article 170c. (New, SG No. 18/2011) The consumer associations recognized as representative shall be obligated to notify the Minister of Economy, Energy and Tourism of any change in the circumstances covered under Article 170a (1) herein not later than fourteen days after the occurrence of any such change.

Article 170d. (New, SG No. 18/2011) (1) Not later than forty-five days before the expiry of the period referred to in Article 170b (3) herein, the representative consumer associations shall submit an application to the Minister of Economy, Energy and Tourism on the initiation of a new procedure for recognition of the consumer associations as representative. The documents covered under Article 170a (1) herein shall be attached to the said application.

(2) The Minister of Economy, Energy and Tourism shall issue an order under Article 170b (1) herein according to the procedure established by Articles 170a and 170b herein.

Article 170e. (New, SG No. 18/2011) (1) Officials empowered by the Minister of Economy, Energy and Tourism shall verify compliance with the criteria of representativeness for each of the representative consumer associations. The results of the said verifications shall be set forth in a report which shall be presented to the Minister of Economy, Energy and Tourism.

(2) Compliance with the criteria of representativeness shall be verified within the framework of each procedure for financing of the consumer associations under Article 172 herein.

(3) Depending on the results of the verifications referred to in Paragraphs (1) and (2), the Minister of Economy, Energy and Tourism may revoke the order referred to in Article 170b (3) herein before the expiry of the three-year period where:

1. the consumer association recognized as representative fails to present, upon request, the up-to-date documents covered under Article 170a (1) herein;

2. the consumer association recognized as representative has failed to notify any change in the circumstances within the time limit referred to in Article 170c herein;

3. it is ascertained that the association does not comply with the criteria of representativeness covered under Article 170 (1) herein or the declaration referred to in Item 8 of Article 170a (1) makes a false statement.

Article 171. (1) The representative consumer associations shall participate in the National Consumer Protection Council, in the collective and advisory bodies for consumer protection.

(2) The representative consumer associations shall submit a reasoned proposal to the Minister of Economy, Energy and Tourism on designation of representatives of consumer organizations to participate on the collective and advisory bodies for consumer protection.

Article 172. (1) (Supplemented, SG No. 18/2011) The State may finance representative consumer associations according to the procedure established by Article 196 herein in proportion to the amount and public relevance of the work performed in the interest of consumers.

(2) The resources referred to in Paragraph (1) shall be allocated by the Minister of Economy, Energy and Tourism at the discretion thereof depending on the activities and in accordance with the principles of objectivity, transparency and impartiality.

(3) In consultation with the Minister of Finance, the Minister of Economy, Energy and Tourism shall issue an ordinance establishing the terms and procedure for the provision of financial resources to consumer associations.

Section III

National Consumer Protection Council

Article 173. (1) The National Consumer Protection Council shall be an advisory body with the Minister of Economy, Energy and Tourism.

(2) The National Consumer Protection Council shall consist of a Chairperson, a Deputy Chairperson and twelve members.

(3) The Chairperson of the National Consumer Protection Council shall be the Minister of Economy, Energy and Tourism, and the Deputy Chairperson shall be the Deputy Minister of Economy, Energy and Tourism in charge of consumer protection policy.

(4) (Amended, SG No. 36/2008, amended and supplemented, SG No. 18/2011) The National Consumer Protection Council shall include one representative each of the Ministry of Health, the Ministry of Agriculture and Food, the Ministry of Economy, Energy and Tourism, the Ministry of Transport, Information Technology and Communications, the Ministry of Finance, and of the Commission for Consumer Protection, designated by the relevant ministers, and six representatives of the representative consumer associations.

(5) (Amended, SG No. 18/2011) The representatives of the representative consumer associations shall be designated on the basis of a reasoned proposal prepared thereby and addressed to the Minister of Economy, Energy and Tourism.

(6) The name list of the members of the National Consumer Protection Council shall be determined by an order of the Minister of Economy, Energy and Tourism.

Article 174. (1) The Minister of Economy, Energy and Tourism shall issue Rules of Operation of the National Consumer Protection Council.

(2) The Ministry of Economy, Energy and Tourism shall ensure the administrative services for the operation of the National Consumer Protection Council.

Article 175. (1) The National Consumer Protection Council shall perform the following functions:

1. advise the Minister of Economy, Energy and Tourism on the conduct of an effective consumer policy;
2. draw up programmes for conduct of consumer policy;
3. submit proposals, care of the Minister of Economy, Energy and Tourism, to amend and supplement the legal regulation of consumer protection;
4. submit proposals to the relevant state bodies in connection with the efficient application of the legislation concerning consumer protection;
5. give opinions on draft statutory instruments related to consumer rights;
6. encourage the conclusion of agreements between consumer associations and traders associations;
7. consider any other matters related to consumer protection.

(2) By decision of the National Consumer Protection Council, commissions and working groups may be formed therewith to address specific issues.

Article 176. The National Consumer Protection Council shall be called to a meeting by the Minister of Economy, Energy and Tourism at least once every four months and may act when at least two-thirds of the members thereof are present at the meeting. Decisions shall require a simple majority of the members of the Council. The National Consumer Protection Council may also be convened on the requisition of one half of the members thereof.

Article 177. The members of the National Consumer Protection Council shall not receive remuneration for their work in the Council.

Chapter Nine

METHODS FOR SETTLEMENT OF CONSUMER DISPUTES

Section I

Consumer Complaints and Alerts

Article 178. (1) (Amended, SG No. 18/2011) In case of violation of the rights provided thereto under this Act, consumers and consumer associations shall be entitled to submit complaints, alerts and suggestions to the control authorities performing consumer protection functions. Copies of any such complaints, alerts and suggestions may be dispatched to superior authorities as well.

(2) (Amended, SG No. 18/2011) The complaints, alerts and suggestions shall be submitted to the Commission for Consumer Protection in writing or by electronic mail and shall include:

1. the designation of the authority to which the complaint, alert or suggestion is addressed;

2. the names, postal or electronic mail address of the complainant;
3. the entity against which the complaint, alert or suggestion is submitted, specifying the designation of the company or of the business premises, as well as the registered office or address of the place of business thereof;
4. the complaints and requests of the complainant;
5. signature of the person who submits the complaint, alert or suggestion or of the authorized representative thereof; in case the complaint, alert or suggestion is submitted through an authorized representative, a power of attorney shall be attached;
6. evidence at the disposal of the complainant (copy of cash register receipts, invoices, contracts and other such on which the claim is based).

(3) (New, SG No. 18/2011) If the complaint, alert or suggestion does not conform to the requirements of Paragraph (2), the Commission for Protection of Competition shall notify the complainant within seven days after receipt of the complaint and shall not institute proceedings for consideration of the said complaint as long as the non-conformities are not cured.

(4) (Renumbered from Paragraph (3), amended, SG No. 18/2011) Any complaint, alert or suggestion submitted to a non-competent authority shall be forwarded to the competent authority not later than seven days after the date of the receipt, and the submitters thereof shall be notified. The complaint, alert or suggestion shall not be forwarded where there is information that the matter has been referred to the competent authority as well.

Article 179. (1) (Amended, SG No. 18/2011) The state bodies shall be obligated to register any consumer complaints, alerts and suggestions submitted thereto and to institute proceedings for consideration of the said complaints, alerts and suggestions. No proceedings shall be instituted on anonymous alerts.

(2) (Amended, SG No. 18/2011) The authority whereto a complaint, alert or suggestion was addressed shall be obligated to guide the consumer and to explain the rights and obligations thereof.

(3) Any persons whereof the requests are unlawful or unjustified or cannot be satisfied for an objective reason shall be notified of the considerations for this.

Article 180. (1) (Amended, SG No. 18/2011) Where a check on a complaint, alert or petition need not be conducted, the competent authority shall be obligated to examine the case and to make a decision within fourteen days, and in the rest of the cases, within one month after the date of receipt of the complaint, alert or suggestion.

(2) (Amended, SG No. 18/2011) The decision on the complaint, alert or suggestion shall be communicated in writing to the submitter and to the other interested parties and organizations, if any, within seven days after the date of rendition of the said decision.

(3) Decisions of great public importance may be communicated through the press or in some other appropriate manner, at the discretion of the rendering authority.

(4) (Amended, SG No. 18/2011) Where a complaint, alert or suggestion contains any request which has not been granted, the competent authority shall state its considerations and reasoning for not granting the said request in its reply to the submitter.

Article 181. (1) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions submitted on a second occasion in a matter on which a decision has been made shall not be considered unless they refer to the implementation of the decision or are based on new facts and circumstances.

(2) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions left without consideration shall be returned to the submitter and the grounds for this shall be communicated thereto.

(3) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions on matters that have been addressed under Paragraph (2) but which contain new circumstances shall be addressed only in reference to the new circumstances.

Section II

Conciliation Committees

Article 182. (1) The Minister of Economy, Energy and Tourism shall establish conciliation committees, which shall assist in the resolution of disputes between consumers and traders, including such in connection with guarantee liability, the right to complain of goods or services and unfair terms in contracts, commercial practices and contracts concluded with consumers.

(2) The Minister of Economy, Energy and Tourism shall designate by an order the seat and geographical area of competence of the conciliation committees and shall approve a list of the members of the said committees who shall assist for a settlement between consumers and traders. Any such order shall be promulgated in the State Gazette.

(3) (New, SG No. 18/2011) Acting on a motion by the Chairperson of the Commission for Consumer Protection, the Minister of Economy, Energy and Tourism shall issue an order designating mediators, who shall be employees of the Commission and shall assist the settlement of disputes between consumers and traders.

(4) (Renumbered from Paragraph (3), amended, SG No. 18/2011) The assistance under Paragraphs (1) and (3) shall be provided at a request of the consumer, wherein the consumer shall indicate the mediator or conciliation committee who or which is to conduct the proceedings and the place of the proceedings. Upon a choice of a mediator for conduct of the proceedings, the consumer shall indicate a nucleated settlement from among the nucleated settlements wherein the Commission for Consumer Protection has established local subdivisions, and upon selection of a conciliation committee, the said committee shall be designated according to the place of residence of the consumer within the geographical area of competence of the said committee.

(5) (Renumbered from Paragraph (4), amended, SG No. 18/2011) Proceedings before a mediator or a conciliation committee shall not be a mandatory prerequisite for bringing an action in the court.

Article 183. (1) (Supplemented, SG No. 18/2011) A conciliation committee shall include one representative each of the Commission for Consumer Protection, designated by the Chairperson of the said Commission, a representative of a traders association and a representative of a consumer association. The last two representatives must be suitably qualified and shall be designated from the approved list referred to in Article 182 (2) herein on a motion by the respective associations depending on the subject of the request.

(2) If a conciliation committee cannot be established for lack of a representative of a traders association or of a consumer association, the Minister of Economy, Energy and Tourism shall designate by an order a conciliation committee which shall assist in the resolution of disputes in the area where a conciliation committee cannot be established.

Article 184. (1) (Amended, SG No. 18/2011) The mediator and the conciliation committee shall assist the voluntary settlement of disputes through reaching an accommodation between the parties to the dispute.

(2) If a party to a dispute fails to meet the obligations thereof under the accommodation, the other party may go to court for consideration of the dispute subject to the accommodation.

Article 185. The Minister of Economy, Energy and Tourism shall issue Rules of Operation of the conciliation committees.

Section III

Collective Remedies. Actions for Injunction and for Compensation of Consumers

Article 186. (1) (Supplemented, SG No. 53/2006, effective 1.01.2007, SG No. 59/2007) Consumer protection associations included in the list referred to in Item 7 of Article 164 (1) herein may bring an action for cessation or for prohibition of any acts or commercial practices which infringe on the collective interests of consumers. Any such action shall be examined according to the procedure established by Chapter Thirty-Three Proceedings in Class Actions' of the Code of Civil Procedure.

(2) "Infringement on the collective interests of consumers" shall be any act which harms the collective interests of consumers and is contrary to the provisions of:

1. (Amended, SG No. 64/2007, SG No. 102/2008, SG No. 18/2011) Section I "Contracts Concluded Away from Business Premises", Section II "Distance Contracts" and Section IV "Unfair Commercial Practices" of Chapter Four herein, Section II "Guarantees Associated with Consumer Goods" and Section III "Complaints" of Chapter Five herein, Chapter Six "Unfair Terms in Consumer Contracts", and Chapter Seven "Timeshare Contracts. Long-Term Holiday Product Contracts. Resale and Exchange Contracts";

2. (Amended, SG No. 30/2013, effective 26.03.2013) Section II "Pre-arranged Group and Individual Tours at an Inclusive Price" of Chapter Seven of the Tourism Act;

3. (Amended, SG No. 18/2011) Chapter Four "Commercial Communications" of the Radio and Television Act;

4. (Amended, SG No. 53/2006, SG No. 31/2007, SG No. 18/2011) Chapter Eleven "Advertising for Medicinal Products" of the Medicinal Products in Human Medicine Act;

5. (New, SG No. 51/2006) the Electronic Commerce Act;

6. (New, SG No. 53/2006) the Consumer Credit Act;

7. (New, SG No. 105/2006) the Distance Marketing of Financial Services Act;

8. (New, SG No. 18/2011) the Service Activities Act;

9. (Renumbered from Item 5, SG No. 51/2006, renumbered from Item 6 and supplemented, SG No. 53/2006, effective 1.01.2007, renumbered from Item 7, SG No. 105/2006, renumbered from Item 8, SG No. 18/2011) other laws relevant to consumer protection, or

10. (New, SG No. 53/2006, renumbered from Item 8, SG No. 105/2006, effective 1.01.2007, renumbered from Item 9, SG No. 18/2011) the national legislation of a Member State of the European Union which transposes the following Directives:

(a) (Amended, SG No. 64/2007, repealed, SG No. 102/2008);

(b) (Amended, SG No. 64/2007) Council Directive 85/577/EEC to protect the consumer in respect of contracts negotiated away from business premises;

(c) (Amended, SG No. 64/2007, SG No. 18/2010, effective, 12.05.2010) Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ, L 133/66 of 22 May 2008);

- (d) (Amended, SG No. 64/2007) Council Directive 89/552/EEC on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the pursuit of television broadcasting activities;
- (e) (Amended, SG No. 64/2007) Council Directive 90/314/EEC on package travel, package holidays and package tours;
- (f) (Amended, SG No. 64/2007, repealed, SG No. 102/2008);
- (g) (Amended, SG No. 64/2007) Council Directive 93/13/EEC on unfair terms in consumer contracts;
- (h) (Amended, SG No. 64/2007, SG No. 18/2011) Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts (OJ, L 33/10 of 3 February 2009);
- (i) (Amended, SG No. 64/2007) Directive 97/7/EC of the European Parliament and of the Council on the protection of consumers in respect of distance contracts;
- (j) (Amended, SG No. 64/2007) Directive 1999/44/EC of the European Parliament and of the Council on certain aspects of the sale of consumer goods and associated guarantees;
- (k) (Amended, SG No. 64/2007) Directive 2000/31/EC of the European Parliament and of the Council on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce);
- (l) (Amended, SG No. 64/2007) Directive 2002/65/EC of the European Parliament and of the Council concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC;
- (m) (New, SG No. 64/2007) Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council;
- (n) (New, SG No. 15/2010) Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market.
- (3) (Amended, SG No. 53/2006, SG No. 64/2007, SG No. 102/2008) The Commission for Consumer Protection may also bring actions for cessation or for prohibition of acts or commercial practices infringing on the collective interests of consumers.

Article 186a. (New, SG No. 53/2006, effective 1.01.2007) (1) (Supplemented, SG No. 64/2007) Action under Article 186 (1) and (3) herein may also be brought by a qualified entity of a Member State of the European Union within whose territory the consequences of the infringement on the collective interests of consumers, committed within the territory of the Republic of Bulgaria, have occurred.

(2) A qualified entity may bring an action under Paragraph (1) provided that:

1. the infringement adversely affects the interests subject to the protection of this qualified entity;
2. the entity is on the list of qualified entities, prepared by the European Commission and published in the Official Journal of the European Union.

(3) The court shall judge whether the objects of the qualified entity, included in the list referred to in Item 2 of Paragraph (2), permit this entity to bring the action for protection of the collective interests of consumers.

Article 186b. (New, SG No. 53/2006, effective 1.01.2007, repealed, SG No. 59/2007).

Article 187. Where the court holds that a specific commercial practice or act constitutes an infringement under Article 186 herein, the court may:

1. require from the producer, importer, trader and supplier to publish, in an appropriate form and at the own expense thereof, the judgment of court in full or in part and/or to publish a corrective statement, with a view to eliminating the effect of the infringement;
2. order the producer, importer, trader and supplier to cease the unlawful commercial practice or to remove from the contract the unfair terms within a specific time limit;
3. decree other appropriate measures for cessation of the infringements at the request of the persons referred to in Article 186 (1) herein.

Article 188. (1) Consumer associations shall have the right to bring an action for compensation of the damage inflicted on the collective interests of consumers.

(2) (Repealed, SG No. 59/2007).

(3) (Repealed, SG No. 59/2007).

(4) Where the claim for compensation has been lodged by more than one consumer association, the compensation shall be awarded to all claimants for joint disposal.

(5) The compensation received may be expended only on protection of consumer interests.

Article 189. (1) Where damage has been inflicted on two or more consumers, the consumer associations may bring an action on their behalf before the court for compensation of the damage sustained by the consumers, provided that:

1. the consumers can be identified;

2. the consumers have suffered individual damage caused by one and the same producer, importer, trader or supplier, and the injuries are of the same origin;

3. the consumer association has been authorized in writing by an express power of attorney for representation in legal proceedings by at least two consumers to bring action for compensation on behalf of the said consumers, and to represent them in the proceedings.

(2) (Repealed, SG No. 59/2007).

(3) (Repealed, SG No. 59/2007).

(4) The conditions under Paragraph (1) must also be fulfilled for the bringing of a civil action in a criminal proceeding according to the procedure established by the Criminal Procedure Code.

(5) (Repealed, SG No. 59/2007).

Article 190. (Amended, SG No. 53/2006) The actions under this Section shall be brought according to the place where the infringement was committed or according to the permanent address or registered office of the defendant.

Article 190a. (New, SG No. 53/2006, repealed, SG No. 59/2007).

Chapter Ten

CONTROL

Article 191. (1) (Amended, SG No. 18/2011) Control under this Act shall be exercised by the Commission for Consumer Protection.

(2) Control under Section I "General Safety of Products and Services" of Chapter Five herein shall be exercised by the authorities referred to in Article 82 herein.

(3) Control under Chapter Two, Section III of Chapter Four and Sections II and III of Chapter Five herein shall furthermore be exercised by the consumer protection units in the municipal administration.

(4) (New, SG No. 18/2011, effective 1.11.2012) The Commission for Consumer Protection shall exercise control as to fulfilment of the requirements of Regulation (EC) No 1222/2009 of the European Parliament and of the Council of 25 November 2009 on the labelling of tyres with respect to fuel efficiency and other essential parameters (OJ, L 342/46 of 22 December 2009), hereinafter referred to as "Regulation (EC) No 1222/2009".

Article 192. Officials of the control authorities covered under Article 191 herein shall be entitled to:

1. unimpeded access to production facilities and business premises;
2. require any documents needed in connection with the control exercised thereby;
3. take samples for laboratory testing;
4. recruit experts in the relevant field, where the check is particularly complicated and requires special expertise;
5. draw up statements on ascertainment of violations.

Article 192a. (New, SG No. 105/2006) (1) The officials of the Commission for Consumer Protection shall also be entitled to:

1. access to all the documents directly or indirectly relevant to a breach of this Act, regardless of the form of the document;
2. order any person to provide information on a breach of this Act that he knows of;
3. carry out on-site inspections.

(2) The Chairperson of the Commission for Consumer Protection shall have the right to:

1. order the offender in writing to discontinue the breach under this Act;
2. require from the offender to make a statement that he will discontinue the breach under this Act and, if necessary, oblige him to disclose the statement in the public domain;
3. order the termination or prohibition of any breach of this Act and, if necessary, disclose the order for termination or prohibition of the breach in the public domain.

Article 193. The officials of the control authorities referred to in Article 191 herein shall:

1. establish the facts accurately during the control exercised thereby;
2. issue mandatory prescriptions for elimination of non-conformities and violations of the law;
3. give opinions on objections in connection with the established violations;
4. safeguard official, production and trade secrecy and not disclose any data on the checks prior to the completion of the checks, nor use any information obtained in the course of the checks for any other purposes other than as intended;
5. notify the relevant specialized control authority in the cases in which they have reason to believe that another statutory instrument has been violated.

Article 194. The specialized control authorities, provided for in other statutory instruments, whose control functions are directly or indirectly related to consumer protection, shall cooperate with the Commission on Consumer Protection and, to this end:

1. shall notify the Commission of any cases in which they have reason to believe that this Act has been violated;
2. participate in the conduct of joint checks.

Article 195. (Supplemented, SG No. 108/2006) The fines and sanctions collected under this Act shall be administered under the budget of the Ministry of Economy, Energy and Tourism with the exception of the fines and sanctions under punitive decrees, issued by the mayors of municipalities or officials empowered by them, which are transferred to the respective municipal budget.

Article 196. (1) Resources shall be allocated to the budget of the Ministry of Economy, Energy and Tourism for the following activities under this Act:

1. drafting of statutory instruments on consumer protection;
2. programmes and participation in national and international consumer protection events;
3. support for the activities of consumer associations under Article 172 herein;
4. ensuring the operation of the National Consumer Protection Council;
5. providing information and promoting activities related to the protection of consumer rights;
6. delivery of qualifications and training to the employees of consumer protection authorities;
7. assisting the activities of conciliation committees under Article 182 herein;
8. construction, development and maintenance of physical facilities of the control authorities;
9. analyses and expert assessments in connection with the control activities under this Act;
10. insurance of the employees of the control authorities under this Act;
11. remuneration of independent experts, consultants and part-time assistants and ensuring conditions for their work;
12. secondment of the employees of the control authorities under this Act within the territory of the country;

13. other expenses incidental to consumer protection.

(2) (Repealed, SG No. 38/2012, effective 1.07.2012) .

(3) (Repealed, SG No. 38/2012, effective 1.07.2012) .

Chapter Eleven

ADMINISTRATIVE PENALTY PROVISIONS

Article 197. Any natural person, who violates the provisions of Articles 4, 5, 6 and 8 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 300 or exceeding this amount but not exceeding BGN 1,500.

Article 198. Any natural person, who breaches the requirements for product labelling under Articles 9, 10 and 11 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 300 or exceeding this amount but not exceeding BGN 1,500.

Article 199. Any natural person, who violates Articles 13 and 14 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 2,000.

Article 200. Any natural person, who violates the provisions of Articles 15, 16, 17, 19, Article 20 (1) and Articles 21 to 29 herein and of any ordinances referred to in Article 31 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 300 or exceeding this amount but not exceeding BGN 3,000.

Article 201. Any natural person, who violates Article 30 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 202. (Repealed, SG No. 102/2008).

Article 203. (Repealed, SG No. 102/2008).

Article 204. Any natural person, who violates the provision of Article 46 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 205. Any natural person, who violates the provision of Article 51 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 5,000 or exceeding this amount but not exceeding BGN 15,000.

Article 206. (Amended, SG No. 105/2006) (1) (Redesignated from Article 206, SG No. 27/2013) Any natural person, who fails to fulfil the obligations thereof to provide information to a consumer under Article 52, or Article 59 herein, shall be liable to a fine of BGN 100 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 300 or exceeding this amount but not exceeding BGN 3,000.

(2) (New, SG No. 27/2013) Any supplier, who or which violates the provisions of Article 54 (1) and (2) or of Article 54a herein, shall be liable to a fine or a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000 for each particular case.

Article 207. (Repealed, SG No. 64/2007, new, SG No. 27/2013)

(1) Any person, who or which hinders a consumer's right under Article 55 (1) herein to withdraw from a distance contract, shall be liable to a fine or a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000 for each particular case.

(2) Any person, who or which fails to fulfil the obligation thereof referred to in Article 55 (6) herein, shall be liable to a fine or a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000 for each particular case.

Article 208. Any natural person who, in violation of Article 62 (1) herein, supplies products and provides services to a consumer in return for payment without an explicit and prior request from the consumer, shall be liable to a fine, and such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 208a. (New, SG No. 27/2013) Any person, who violates the provisions of Article 62a or of Article 62b herein, shall be liable to a fine of BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 5,000, for each particular case.

Article 209. Any natural person, who violates Articles 63, 64, Article 65 (1) and Article 66 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 210. Any natural person, who violates the provision of Article 67 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 210a. (New, SG No. 64/2007, amended and supplemented, SG No. 102/2008) Any natural person, who violates Article 68c, Article 68d, Items 1 to 11, 13, 15, 18 to 23 of Article 68g and Items 3 to 6 of Article 68j herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 10,000.

Article 210b. (New, SG No. 64/2007) Any natural person, who violates Items 12, 14, 16 and 16 of Article 68g and Items 1, 2, 7 and 8 of Article 68j herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 15,000.

Article 210c. (New, SG No. 102/2008) Any [natural] person, who fails to execute an order referred to in Article 68k (1) herein or a directive referred to in Article 68k (3) herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 10,000.

Article 211. Any natural person, who violates the provision of Article 69 (1) herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 5,000 or exceeding this amount but not exceeding BGN 25,000.

Article 212. Any producer or service provider, who offers products and services to consumers without having assessed and certified the conformity thereof to the statutorily established safety requirements under Article 72 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 5,000 or exceeding this amount but not exceeding BGN 10,000.

Article 213. Any natural person, who violates the provision of Article 73 (1) herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 214. Any natural person, who violates Article 76 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 215. Any natural person, who fails to execute an order or a mandatory prescription by a control authority for taking measures to ensure the safety of products and services under Article 75 (3), Articles 84, 85, Article 86 (1), Article 87, Article 88 (1), Article 89 (1), (2) and (3), Articles 91, 92, 93 and 100 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 3,000 or exceeding this amount but not exceeding BGN 15,000.

Article 216. Any natural person, who violates Article 77 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 217. (1) Any person, who denies access to production or commercial premises or storage facilities or in any way whatsoever obstructs a control authority in executing the official duties thereof under Article 94 herein, shall be liable to a fine of BGN 1,000.

(2) A repeated violation shall be punishable by a fine of BGN 3,000 or exceeding this amount but not exceeding BGN 5,000.

Article 218. Any natural person, who fails to fulfil the obligation under Articles 79 and 80 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 3,000 or exceeding this amount but not exceeding BGN 10,000.

Article 219. Any natural person, who violates the ordinance referred to in Article 99 herein, shall be liable to a fine, and any such sole trader and natural person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 5,000.

Article 220. Any official, who violates the provision of Article 101 (3) herein, shall be liable to a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000, unless the violation constitutes a criminal offence under the Criminal Code.

Article 221. (Amended, SG No. 18/2011) Any [natural] person, who violates the provisions of Articles 118 and 119 herein on making available a guarantee for consumer goods in writing and on the requirements to the information that the guarantee statement must contain, shall be liable to a fine, and any such sole trader and natural person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 1,500.

Article 222. Any [natural] person, who violates the provisions of Article 123 (2), Articles 127 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 222a. (New, SG No. 64/2007, amended, SG No. 18/2011) Any [natural] person, who violates Article 113 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 223. (Amended, SG No. 18/2011) Any [natural] person, who fails to fulfil the obligations thereof under Articles 156 to 158, 160, 161b to 161e and 161i herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 224. (Amended, SG No. 18/2011) Any [natural] person, who advertises a contract or group of contracts in violation of the requirements of Articles 159 and 161 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

(2) The fine or the pecuniary penalty under Paragraph (1) shall furthermore be imposed on any person who or which broadcasts or offers for broadcasting at the own expense thereof any advertising for conclusion of a contract which does not conform to the requirements of Articles 159 and 161 herein.

Article 225. (Amended, SG No. 18/2011) (1) Any [natural] person who, in violation of Article 161g herein, directly or indirectly charges any costs to a consumer who exercises the right thereof to withdraw from the contract as concluded, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(2) Any [natural] person who, in violation of Article 161h herein, demands or receives any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration from a consumer, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 225a. (New, SG No. 64/2007, amended, SG No. 18/2011, effective 1.11.2012) (1) Any supplier within the meaning of Regulation (EC) No 1222/2009, who or which fails to fulfil the obligations thereof under Article 4 of the Regulation, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(2) Any distributor within the meaning of Regulation (EC) No 1222/2009, who or which fails to fulfil the obligations thereof under Article 5 of the Regulation, shall be liable to a fine of BGN 500 or to a pecuniary penalty of BGN 2,000.

(3) Any vehicle supplier or vehicle distributor within the meaning of Regulation (EC) No 1222/2009, who or which fails to fulfil the obligations thereof under Article 6 of the Regulation, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 226. (1) Any natural person, who fails to fulfil a court order to take measures under Article 189 herein for cessation of infringements or who, in defiance of a court order, continues to engage in an unlawful commercial practice or to offer contracts with unfair terms to consumers, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 5,000 or exceeding this amount but not exceeding BGN 25,000.

(2) (Amended, SG No. 64/2007, effective 11.08.2007) The fine or pecuniary penalty shall be imposed according to the procedure established by Article 405 of the Judiciary System Act.

Article 227. Any official, who fails to perform a duty under this Act, shall be liable to a fine of BGN 100 or exceeding this amount but not exceeding BGN 1,000.

Article 228. Any natural person, who commits a violation of this Act other than those specified in this Chapter, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 100 or exceeding this amount but not exceeding BGN 500.

Article 229. Any natural person, who violates the ordinances and the other statutory instruments for the application of this Act, for which no sanctions are provided under this Chapter, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 50 or exceeding this amount but not exceeding BGN 500.

Article 230. Any natural person, who fails to execute a mandatory prescription by a consumer protection control authority for elimination of non-conformities and violations of the law, outside the cases under Article 215 herein, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 200 or exceeding this amount but not exceeding BGN 1,000.

Article 230a. (New, SG No. 105/2006, amended, SG No. 18/2011) For obstructing officials in implementing the powers thereof under Articles 192 and 192a herein and for failing to execute an order under Item 2 of Article 192a (1) and Article 192a (2) herein, the culpable [natural] persons shall be liable to a fine, while sole traders and legal persons shall be liable to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 231. Any natural person, who commits a repeated violation under this Chapter shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, in a double amount.

Article 232. (1) In the cases of any violation under this Act sanctioned by an effective penalty decree, the control authority shall recommend to the authority that has issued the licence and/or authorization for practice of business that the said authority revoke the said licence and/or authorization.

(2) The authority that has issued the licence and/or the authorization for practice of business shall rule on the recommendation by a reasoned decision and shall immediately notify the control authority referred to in Paragraph (1) herein of the results of the said decision, and in case the issuing authority is revoking the licence or authorization as issued, it shall specify the date and the grounds for the revocation thereof.

Article 233. (1) The written statements ascertaining violations shall be drawn up by officials designated by the head of the relevant control authority or by the municipality mayor.

(2) Penalty decrees shall be issued by the head of the relevant control authority, the municipality mayor or officials authorized thereby.

(3) The ascertainment of violations, the issuing, appeal against and execution of penalty decrees shall follow the procedure established by the Administrative Violations and Sanctions Act.

1. access to all the documents directly or indirectly relevant to a breach of this Act, regardless of the form of the document;
2. order any person to provide information on a breach of this Act that he knows of;
3. carry out on-site inspections.

(2) The Chairperson of the Commission for Consumer Protection shall have the right to:

1. order the offender in writing to discontinue the breach under this Act;
2. require from the offender to make a statement that he will discontinue the breach under this Act and, if necessary, oblige him to disclose the statement in the public domain;
3. order the termination or prohibition of any breach of this Act and, if necessary, disclose the order for termination or prohibition of the breach in the public domain.

SUPPLEMENTARY PROVISIONS

§ 1. Where the provisions of any two laws are in conflict, the provisions of the law providing a higher degree of consumer protection shall apply.

§ 1a. (New, SG No. 64/2007) Where the provisions of Section IV of Chapter Four herein are in conflict with any directly effective provisions of Community law containing any special requirements regarding unfair commercial practices, the provisions of Community law shall apply.

§ 1b. (New, SG No. 64/2007) Where the provisions of Section IV of Chapter Four herein are in conflict with the provisions of any other law which provides for more rigorous requirements regarding unfair commercial practices, that law shall apply.

§ 2. The provisions of Section I of Chapter Five herein shall apply to all products and services, irrespective of the selling techniques, including distance and electronic selling.

§ 3. The provisions of Section I of Chapter Five herein shall likewise apply to products designed for professional use that may be used by consumers where the said products may pose risks to consumer health and safety when used under reasonably foreseeable conditions.

§ 4. The provisions of Section I of Chapter Five herein shall not apply to second-hand products supplied as antiques (antique goods) or as products in need of repairing or reconditioning prior to being used, provided that the supplier clearly informs the person to whom the supplier supplies the product of the need of the reconditioning or repair thereof.

§ 5. Where another statutory instrument establishes specific safety requirements for certain products or types of products, the provisions of Section I of Chapter Five herein shall apply to all other cases and risks or risk categories which are not provided for under the special statutory instrument.

§ 6. (Amended, SG No. 64/2007) The provisions of Articles 69 to 72 of Section I of Chapter Five herein shall apply to cosmetic products in respect of the risks which are not subject to legal regulation in a special statutory instrument.

§ 7. (Amended, SG No. 64/2007) The provisions of Articles 74 to 81, 90 and 91 of Section I of Chapter Five herein shall likewise apply in respect of toys, cosmetic products, personal protective equipment and electrical equipment designed for use within certain voltage limits.

§ 8. The provisions of Articles 83, 84, 85, 87, 88 and 89 of Section I of Chapter Five herein shall likewise apply in respect of electrical equipment designed for use within certain voltage limits.

§ 9. The provisions of Section II of Chapter Five herein shall likewise apply to contracts for work done and materials supplied and to manufacturing agreements. The provisions of Section II of Chapter Five herein shall likewise apply in respect of gas and water where they are put up for sale in a limited volume or set quantity.

§ 10. The provisions of Section II of Chapter Five herein shall not apply in respect of any sales effected by a public or private enforcement agent, as well as in respect of any sales of goods abandoned to the Exchequer or confiscated, which are effected by public authorities. The provisions of Section II of Chapter Five herein shall not apply in respect of electricity and of any goods sold at public auction.

§ 11. The provisions of Section IV of Chapter Five herein shall not apply to any damage resulting from accidents caused by atomic energy, the terms and procedure for which are regulated by another statutory instruments or arise from obligations provided for in international conventions whereto the Republic of Bulgaria is a party.

§ 12. The provisions of Section IV of Chapter Five herein shall not apply to any products put into circulation prior to the entry of this Act into force.

§ 12a. (New, SG No. 18/2011) The provisions of Chapter Six shall not apply in respect of any contractual terms which reflect statutory or regulatory provisions or principles of international conventions, particularly in the transport area, to which the Member States of the European Union are party.

§ 13. Within the meaning given by this Act:

1. "Consumer" shall be any natural person who acquires products or uses services for purposes that do not fall within the sphere of his or her commercial or professional activity, and any natural person who, as a party to a contract under this Act, acts outside his or her commercial or professional capacity.

2. (Supplemented, SG No. 64/2007) "Trader" shall be any natural or legal person who or which sells or offers for sale products, or provides services to consumers, or who or which concludes a contract with a consumer within his, her or its commercial or professional capacity, whether in the public or private sector, as well as anyone acting on behalf of and for the account of a trader.
3. "Producer" shall be any natural or legal person who or which:
 - (a) manufactures, in the course of the business thereof, a finished product or materially alters or reconditions a product with a view to its placing on the market;
 - (b) presents himself, herself or itself as the manufacturer by putting the name thereof or the business name, trade mark or other distinguishing feature thereof on the product, the packaging of the product or the technical or commercial documents thereof.
4. "Supplier" shall be any natural or legal person in the supply chain who or which, in the course of the business thereof, transfers ownership or establishes, or transfers other rights in rem to products in favour of another supplier or trader, or who or which concludes a contract with a consumer, whether in the public or private sector.
5. (Amended, SG No. 64/2007) "Importer" shall be any natural or legal person who or which brings a product into the territory of the European Community as part of the commercial or professional activities thereof, for the purpose of distribution of the said product within the territory of the European Community.
6. "Placing on the market" shall be the making of a product or service available to consumers, whether in return for payment or free of charge, for the first time, for the purpose of consumption or use of the said product.
7. "Packaging" shall be containers and any other devices or materials suitable for the purpose of containing and storing various products offered directly to consumers.
8. "Selling price" shall be the final price for a unit of a product or a given quantity of a product or for a service, including value added tax and all additional taxes and fees.
9. "Unit price" shall be the final price, including value added tax and all additional taxes and fees per unit of measurement of the product offered. The unit of measurement shall be: for products sold by volume, one litre or one cubic metre; for products sold by weight: one kilogram; for products sold by length: one metre; for products sold by area: one square metre.
10. "Products sold in bulk" shall be products which are not pre-packaged and are measured in the presence of the consumer.
11. "Auction" shall be a procedure for arrangement of the sale of products where the persons who have expressed interest in the product are afforded the opportunity to inspect it and to offer a price.
12. "Financial service" shall be any service related to the activity of credit institutions, insurance companies and investment companies, such as:
 - (a) acceptance of deposits and other repayable funds from the public;
 - (b) lending, including consumer credit or mortgage credit;
 - (c) financial leasing;
 - (d) funds transfers, issuing and administration of payment instruments;
 - (e) currency exchange;
 - (f) furnishing guarantees and assuming commitments;
 - (g) acceptance, transmission and/or fulfilment of orders and provision of services for the following financial products: money market instruments, transfer of securities, financial futures and options, and exchange rates and interest rate instruments;
 - (h) portfolio management and provision of investment advice in respect of the instruments referred to in Littera (g);
 - (i) safekeeping and administration of securities;
 - (j) (amended, SG No. 59/2006) safe deposit boxes vault services;

- (k) life assurance;
- (l) all classes of insurance other than the insurance referred to in Littera (k);
- (m) insurance linked to an investment fund;
- (n) health insurance;
- (o) personal pension schemes.

13. "Product" shall be any product of labour, which is intended for consumption or may be used by consumers, even if not intended for them, and which is supplied or made available in the course of a commercial activity, whether for consideration or not, and whether new, used or reconditioned.

14. "Service" shall be any physical or intellectual activity which is performed independently, is intended for another person, and whose principal object is not the transfer of possession of a thing.

15. "Serious risk" shall be any serious risk, including those the effects of which are not immediate, to the health and safety of consumers, which requires rapid intervention by the control authorities;

16. "Recall" shall be any measure aimed at achieving the return of a dangerous product that has already been supplied or made available to consumers by a producer or distributor;

17. "Withdrawal" shall be any measure aimed at preventing the distribution, display and offer of a product dangerous to consumers.

18. "Professional secrecy" shall be any information which the control authorities acquire for the purposes of safety control or in connection with the said control and whose disclosure may jeopardize the commercial interest or reputation of the producer, distributor, service provider or of a third party. Professional secrecy shall not constitute an official secret within the meaning given by the Classified Information Protection Act .

19. "Injured person" shall be any natural person who has suffered damage to property due to a defective product.

20. "Putting into circulation" shall be the making of a product available, whether in return for payment or free of charge, for the first time, to a supplier or trader, whereupon the said product proceeds from the stage of production or import to the stage of distribution in the supply chain, including storage of the product for the purpose of sale or distribution.

21. "Repeated violation" shall be any violation which is committed within one year after the entry into effect of a penalty decree whereby a sanction was imposed for a violation of the same kind.

22. (New, SG No. 53/2006, effective 1.01.2007) "Eligible organization" shall be any organization established in compliance with the requirements of the national law of a European Union Member State to protect the collective interests of consumers, which has legal interest to bring actions for cessation or for prohibition of any acts or commercial practices, which infringe on the collective interests of consumers.

23. (New, SG No. 64/2007) "Commercial practice" shall be any act, omission, course of conduct, commercial representation or commercial communication including advertising and marketing, by a trader to a consumer, which is directly connected with the promotion, sale or supply of a product or the provision of a service to consumers.

24. (New, SG No. 64/2007) "Very limited time" shall be the period specified in Article 66 (1) herein.

25. (New, SG No. 64/2007) "Material distortion of the economic behaviour of consumers" shall be the use of a commercial practice to appreciably impair the consumer's ability to make an informed decision to purchase a product or a service, thereby causing the consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

26. (New, SG No. 64/2007) "Code of good practice" shall be an agreement or set of rules which does not arise from the statutory instruments and which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or in relation to one or more economic activities.

27. (New, SG No. 64/2007) "Code owner" shall be a trader which is responsible for the formulation and revision of a code of

good practice and/or for monitoring compliance with the code by the persons who have undertaken to be bound by the requirements of the said code.

28. (New, SG No. 64/2007) "Professional diligence" shall be the standard of special skill and care which a trader may be expected to possess and exercise towards a consumer, commensurate with honest market practices and/or the principle of good faith in the trader's field of activity.

29. (New, SG No. 64/2007) "Invitation to purchase" shall be a commercial communication which indicates characteristics of the product or service and the price thereof in a way appropriate to the means of the commercial communication used and which enables the consumer to make a purchase.

30. (New, SG No. 64/2007) "Undue influence" shall be exploiting a position of power in relation to the consumer so as to apply pressure on the consumer, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision to purchase a product or a service.

31. (New, SG No. 64/2007) "Transactional decision" shall be any decision taken by a consumer concerning whether, how and on what terms to purchase a product or a service, to make payment in whole or in part for a product, to retain or dispose of a product, or to exercise a contractual right in relation to the product or service, regardless of whether the consumer decides to act or to refrain from acting.

32. (New, SG No. 18/2011) "Durable medium" shall be any medium which enables the consumer or the trader to store information addressed personally to him, which allows the easy use of the said information for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored.

§ 13a. (New, SG No. 64/2007) This Act transposes the provisions of:

1. Directive 98/6/EC of the European Parliament and of the Council on consumer protection in the indication of the prices of products offered to consumers;
2. (Repealed, SG No. 102/2008);
3. Directive 97/55/EC of the European Parliament and of the Council amending Directive 84/450/EEC concerning misleading advertising so as to include comparative advertising;
4. Council Directive 85/577/EEC to protect the consumer in respect of contracts negotiated away from business premises;
5. Directive 97/7/EC of the European Parliament and of the Council on the protection of consumers in respect of distance contracts;
6. Directive 2001/95/EC of the European Parliament and of the Council on general product safety;
7. Directive 1999/44/EC of the European Parliament and of the Council on certain aspects of the sale of consumer goods and associated guarantees;
8. Council Directive 85/374/EEC on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products;
9. Council Directive 93/13/EEC on unfair terms in consumer contracts;
10. (Amended, SG No. 18/2011) Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts.;
11. Directive 98/27/EC of the European Parliament and of the Council on injunctions for the protection of consumers' interests;
12. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives

97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council.

TRANSITIONAL AND FINAL PROVISIONS

§ 14. The Consumer Protection and Rules of Trade Act (promulgated in the State Gazette No. 30 of 1999; amended in Nos. 17 and 19 of 2003, No. 42 of 2005) is hereby superseded.

§ 15. Any pending court proceedings for prohibition or cessation of the distribution of misleading or unfair advertising shall be concluded according to the procedure effective heretofore.

§ 16. Any pending court proceedings instituted in pursuance of Article 51 of the Consumer Protection and Rules of Trade Act as superseded shall be concluded according to the procedure effective heretofore.

§ 17. The provisions of this Act shall apply in respect of any limitation periods which have begun to run under the Consumer Protection and Rules of Trade Act as superseded, except where expiry of the period under the Act as superseded requires a longer period than the period provided for in this Act.

§ 18. (1) The Council of Ministers shall adopt the ordinances covered under Articles 12, 79 and 99 herein within six months after the promulgation of this Act in the State Gazette.

(2) Until adoption of the ordinances referred to in Article 12 herein, the statutory instruments of secondary legislation issued for application of Article 7 of the Consumer Protection and Rules of Trade Act as superseded shall apply insofar as they are not contrary to this Act.

§ 19. The Minister of Economy, Energy and Tourism shall cause publication of the statutory instruments for the application of this Act within six months after the promulgation of this Act in the State Gazette.

§ 20. (1) The Trade and Consumer Protection Commission, which existed prior to the entry of this Act into force, shall retain the status thereof under the designation "Commission for Consumer Protection".

(2) The Rules of Organization of the Trade and Consumer Protection Commission shall be brought into conformity with the requirements of this Act within one month after the entry of this Act into force.

§ 21. In the Code of Civil Procedure (promulgated in the Transactions of the Presidium of the National Assembly No. 12 of 1952; amended in No. 92 of 1952, No. 89 of 1953, No. 90 of 1955, No. 90 of 1956, No. 90 of 1958, Nos. 50 and 90 of 1961; corrected in No. 99 of 1961; amended in the State Gazette No. 1 of 1963, No. 23 of 1968, No. 27 of 1973, No. 89 of 1976, No. 36 of 1979, No. 28 of 1983, No. 41 of 1985, No. 27 of 1986, No. 55 of 1987, No. 60 of 1988, Nos. 31 and 38 of 1989, No. 31 of 1990, No. 62 of 1991, No. 55 of 1992, Nos. 61 and 93 of 1993, No. 87 of 1995, Nos. 12, 26, 37, 44 and 104 of 1996, Nos. 43, 55 and 124 of 1997, Nos. 21, 59, 70 and 73 of 1998, Nos. 64 and 103 of 1999, Nos. 36, 85 and 92 of 2000, No. 25 of 2001, Nos. 105 and 113 of 2002, Nos. 58 and 84 of 2003, Nos. 28 and 36 of 2004, Nos. 38, 42, 43, 79 and 86 of 2005), in Article 126a (1) there shall be added the following new Littera (s):

"(s) on actions under Article 186 of the Consumer Protection Act."

§ 22. The Foodstuffs Act (promulgated in the State Gazette No. 90 of 1999; amended in No. 102 of 2003, No. 70 of 2004, No. 87 of 2005) shall be amended as follows:

1. In Article 4 , the words "and to products imitating foodstuffs" shall be deleted.

2. In Article 34 (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 23. In the Postal Services Act (promulgated in the State Gazette No. 64 of 2000; amended in No. 112 of 2001, Nos. 45 and 76 of 2002, No. 26 of 2003, Nos. 19 and 88 of 2005), in Article 66 (1), the words "in pursuance of Article 59 (3) of the Consumer Protection and Rules of Trade Act" shall be deleted.

§ 24. In the Skilled Crafts Act (promulgated in the State Gazette No. 42 of 2001; amended in No. 112 of 2001, No. 56 of 2002), in Article 5 (2) and Article 6 , the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 25. In the Wine and Spirits Act (promulgated in the State Gazette No. 86/1999; amended in No. 56/2002, Nos. 16, 108 and 113/2004), in Article 79 (1), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 26. The Funds Transfers, Electronic Payment Instruments and Payment Systems Act (promulgated in the State Gazette No. 31 of 2005) shall be amended as follows:

1. In Article 16 (4), the words "the Consumer Protection and Rules of Trade Act" shall be replaced by "the Consumer Protection Act".

2. In Article 69 and Article 70 (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 27. The Tourism Act (promulgated in the State Gazette No. 56 of 2002; amended in Nos. 119 and 120 of 2002, No. 39 of 2004, Nos. 28, 39 and 94 of 2005) shall be amended as follows:

1. In Article 31 , the words "unfair terms within the meaning given by Article 35 of the Consumer Protection and Rules of

Trade Act" shall be replaced by "unfair terms within the meaning given by Article 143 of the Consumer Protection Act".

2. In Article 59 (3), Item 2 of Article 64 (1), Article 64b (1), (2) and (4), and Article 87 (1) and (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 28. In the Human Medicinal Drugs and Pharmacies Act (promulgated in the State Gazette No. 36 of 1955, modified by Constitutional Court Judgment No. 10 of 1996, promulgated in No. 61 of 1996; amended in No. 38 of 1998, No. 30 of 1999, No. 10 of 2000, modified by Constitutional Court Judgment No. 3 of 2000, promulgated in No. 37 of 2000; amended in No. 59 of 2000, modified by Constitutional Court Judgment No. 7 of 2000, promulgated in No. 78 of 2000; amended in No. 41 of 2001, Nos. 107 and 120 of 2002; corrected in No. 2 of 2003; amended in Nos. 56, 71 and 112 of 2003, Nos. 70 and 111 of 2004, Nos. 37, 76, 85 and 87 of 2005), in Article 112 (2) and (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 29. In the Telecommunications Act (promulgated in the State Gazette No. 88 of 2003; amended in Nos. 19, 77, 88 and 95 of 2005), in Article 152 and Article 215 (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 30. In the Genetically Modified Organisms Act (promulgated in the State Gazette No. 27 of 2005; amended in No. 88 of 2005), in Item 1 (g) of Article 7 (5), Article 111, Article 112 (2), Article 115 (1) and Article 143 (4) and (6), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 31. In the Tobacco and Tobacco Products Act (promulgated in the State Gazette No. 101 of 1993; amended in No. 19 of 1994, No. 110 of 1996, No. 153 of 1998, No. 113 of 1999, Nos. 33 and 102 of 2000, No. 110 of 2001, No. 20 of 2003, Nos. 57 and 70 of 2004, Nos. 91 and 95 of 2005), in Item 6 of Article 52 (1) and in Article 52a (1), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 32. In the Road Traffic Act (promulgated in the State Gazette No. 20 of 1999; amended in No. 1 of 2000, Nos. 43, 45 and 76 of 2002, Nos. 16 and 22 of 2003, Nos. 6, 70, 85 and 115 of 2004, Nos. 79 and 92 of 2005), in Article 166a (1), Article 166b (2) and (3) and Article 173a (1) and (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 33. In the Measurements Act (promulgated in the State Gazette No. 46 of 2002; amended in Nos. 88 and 95 of 2005), in Article 75 (2), the words "the Consumer Protection and Rules of Trade Act" shall be replaced by "the Consumer Protection Act".

§ 34. (Amended and supplemented, SG No. 53/2006, amended, SG No. 59/2006, effective 21.07.2006, amended, SG No. 105/2006) This Act shall enter in force six months after the promulgation thereof in the State Gazette, with the exception of Article 3 (3), Article 68a, Articles 159, Article 160, Article 164, paragraph 1, subparagraph 7, paragraphs 2 and 3, Article 186, paragraph 1 and paragraph 2, subparagraph 9, Articles 186a, 186b and § 13, subparagraph 22 herein, which shall enter

into force as from the date of the accession of the Republic of Bulgaria to the European Union.

§ 35. The implementation of this Act shall be entrusted to the Minister of Economy, Energy and Tourism.

This Act was passed by the 40th National Assembly on the 24th day of November 2005 and the Official Seal of the National Assembly has been affixed thereto.

TRANSITIONAL AND FINAL PROVISIONS

of the Administrative Procedure Code

(SG, No. 30/2006, effective 12.07.2006)

.....

§ 55. Everywhere in the Consumer Protection Act (Promulgated, State Gazette No. 99/2005) the words "the Administrative Procedure Act" shall be replaced by "the Administrative Procedure Code".

Credit Institutions Act

(SG No. 59/2006, effective as from the day of entry into force of the

Treaty concerning the Accession of the Republic of Bulgaria to the

European Union)

TRANSITIONAL AND FINAL PROVISIONS

.....

§ 36. This Act shall enter into force as from the day of entry into force of the Treaty concerning the Accession of the Republic of Bulgaria to the European Union, with the exception of Item 2 of § 35 herein, which shall enter into force as from the day of promulgation of this Act in the State Gazette.

Act to Amend and Supplement the Consumer Protection Act

(SG No. 64/2007, effective 8.09.2007)

.....

SUPPLEMENTARY PROVISION

§ 38. In the Act, the abbreviation "EU" in the titles of the acts of the European Union shall be replaced passim by "EC".

TRANSITIONAL AND FINAL PROVISIONS

§ 39. The Rules of Organization of the Commission for Consumer Protection shall be brought into conformity with the requirements of this Act within one month after the entry into force of the said Act.

§ 40. Any proceedings under Article 39 of the Consumer Protection Act pending upon the entry into force of this Act shall be completed according to the hitherto effective procedure.

.....

§ 42. Any proceedings under Article 32 (1), (3) and (4), Article 33 and Article 34 (3) and (4) of the Protection of Competition Act, pending before the Commission on Protection of Competition upon the entry into force of this Act, shall be completed according to the hitherto effective procedure.

§ 43. This Act shall enter into force one month after the promulgation thereof in the State Gazette.

Judiciary System Act

(SG No. 64/2007)

TRANSITIONAL AND FINAL PROVISIONS

§ 24. In the Consumer Protection Act (promulgated in the State Gazette No. 99/2005; amended in Nos. 30, 51, 53, 59, 105 and 108 of 2006, Nos. 31, 41 and 59 of 2007), in Article 226 (2), the words "Article 201" shall be replaced by "Article 405".

Act to Amend and Supplement the Tourism Act

(SG No. 82/2009, effective 16.10.2009)

TRANSITIONAL AND FINAL PROVISIONS

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§ 30. In the Consumer Protection Act (promulgated, SG, No. 99/2005; amended, No. 30/2006, No. 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008 and No. 23 and 42/2009) everywhere the words "the Minister of Economy and Energy", "Minister of Economy and Energy" and "Ministry of Economy and Energy" shall be replaced respectively by "the Minister of Economy, Energy and Tourism", "Minister of Economy, Energy and Tourism" and "Ministry of Economy, Energy and Tourism"

.....

TRANSITIONAL AND FINAL PROVISIONS

to the Consumer Credit Act

(SG No. 18/2010, effective 12.05.2010)

.....

§ 4. The pending proceedings with the Commission for Consumer Protection under the repealed Credit Consumer Act, which existed at the time of entering of this Act into force, shall be completed in accordance with the previous procedure.

.....

§ 6. In Article 186, paragraph 2, sub-paragraph 9 of the Consumer Credit Act (Promulgated, SG, No. 99/2005; amended, No. 30, 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008, and No. 23, 42 and 82/2009) letter "c" shall be amended as follows:

.....

§ 7. The Structural Regulations of the Commission for Consumer Protection shall be brought into line with the requirements of this Act within one month of its entry into force.

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§ 9. This Act enters into force on 12 May 2010.

TRANSITIONAL AND FINAL PROVISIONS

to the Act Amending and Supplementing

the Privatization and Post-Privatization Control Act.

(SG No. 18/2010, effective 5.03.2010)

.....

§ 31. In the Consumer Protection Act (promulgated, SG, No. 99/2005; amended, No. 30/2006, No. 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008 and No. 23, 42 and 82/2009) in Article 165, paragraph 2, the word "five" shall be replaced with "three".

.....

§ 36. This Act enters into force on the day of its promulgation in State Gazette.

Act to Amend and Supplement the Consumer Protection Act
(SG No. 18/2011)

FINAL PROVISION

§ 54. The provisions of Item 2 of § 40 and § 46 herein shall enter into force as from the 1st day of November 2012.

Annex 1
to Item 1 of Article 156
(New, SG No. 18/2011,
amended, SG No. 30/2013, effective 26.03.2013)

Standard Information Form for Timeshare Contracts
Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the product, e.g. description of the immovable property;

2.1. exact nature and content of the right/rights under the timeshare contract;

3. period within which the consumer may exercise his or her right to use property on a timeshare basis and information on the duration of the period within which the consumer may exercise the said right;

3.1. date on which the consumer may start to exercise his or her right under the timeshare contract;

3.2. (amended, SG No. 30/2013, effective 26.03.2013) where the contract concerns a specific property under construction, indicate the date when the supplementary tourist accommodation will be completed and the date when the services, facilities or equipment will be completed and/or made available to the consumer;

4. the price to be paid by the consumer for acquiring a right to use property on a timeshare basis;

4.1. information on additional obligatory costs imposed under the timeshare contract; type of costs and indication of the amounts due, e.g. annual fees, other recurrent fees, special levies, local taxes;

5. information about key services available to the consumer, e.g.: electricity, water, maintenance, refuse collection, and an indication of the amount to be paid by the consumer for the use of such services;

5.1. information about the common facilities and equipment available to the consumer, e.g. swimming pool, sauna etc.;

5.2. information on whether the common facilities and equipment are included in the costs of provision of key services under Point 5;

5.3. where the common facilities and equipment are not included in the

costs of provision of key services under Point 5, specify what is included and what has to be paid for;

6. whether or not it is possible for the consumer to join a scheme for the exchange of a right to use property on a timeshare basis;

6.1. where it is possible for the consumer to join a scheme for the exchange of a right to use property on a timeshare basis, specify the name of the exchange scheme;

6.2. information about the costs to the consumer for membership in use of a property on a timeshare basis or in the exchange scheme;

7. information on whether the trader has signed a code of good commercial practice and, if yes, where it can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the timeshare contract without giving any reason within 14 calendar days reckoned from the date of:

(a) the conclusion of the contract, or

(b) the conclusion of any binding preliminary contract, or

(c) the receipt of those contracts if that takes place later;

2. during the withdrawal period, any advance payment by the consumer is prohibited;

3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;

4. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;

5. in accordance with international private law, the timeshare contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired

1.1. information regarding the conditions for the exercise of the right to use property on a timeshare basis within the territory of the Member State or Member States of the European Union in which the property/properties concerned is/are situated; information on whether those conditions have been fulfilled, as well as information on what conditions remain to be fulfilled;

1.2. (amended, SG No. 30/2013, effective 26.03.2013) information on any restriction on the consumer's ability to use any of supplementary tourist accommodations, where the contract provides the consumer a right to select from a pool of collective tourist accommodation establishments or supplementary tourist accommodations.

2. Information on the properties

2.1. where the contract concerns a specific immovable property, an accurate and detailed description of the immovable property and its location;

2.2. where the contract concerns a number of properties, an appropriate description of the various properties and their location;

2.3. (amended, SG No. 30/2013, effective 26.03.2013) where the contract concerns a supplementary tourist accommodation other than immovable property, an appropriate

description of the supplementary tourist accommodation and its facilities;

2.4. information about the services, e.g. electricity, water, maintenance, refuse collection, to which the consumer has or will have access and under what conditions;

2.5. information about the common facilities, such as swimming pool, sauna etc., to which the consumer has or may have access and under what conditions.

3. (Amended, SG No. 30/2013, effective 26.03.2013) Where applicable, additional requirements for provision of information

regarding the supplementary tourist accommodations under construction

3.1. state of completion of the collective tourist accommodation establishment or supplementary tourist accommodation and of the services rendering the property fully operational (connections of the property to the public utility infrastructure: electricity, water and sewerage, telephone), and state of completion of all facilities to which the consumer will have access;

3.2. (amended, SG No. 30/2013, effective 26.03.2013) the deadline for completion of the construction of supplementary tourist accommodation and for connecting the property to the public utility infrastructure (electricity, water and sewerage, telephone), as well as the expected deadline for the completion of any facilities to which the consumer will have access;

3.3. the number of the building permit as issued, designation and full address of the control authority exercising construction supervision;

3.4. (amended, SG No. 30/2013, effective 26.03.2013) information about guarantees furnished by the trader regarding the completion in due time of supplementary tourist accommodation or regarding reimbursement of any payments made by the consumer if the property is not completed and, where appropriate, information regarding the conditions governing the operation of such guarantees.

4. Information on the costs

4.1. an accurate and appropriate description of all costs associated with the timeshare contract;

4.2. information on how the costs referred to in Point 4.1 will be charged to the consumer and information on the procedure and manner, including when, such costs may be increased;

4.3. information on the method for the calculation of the amount of charges relating to occupation of the property;

4.4. information on the mandatory statutory charges (for example, taxes and fees) and on the administrative overheads, for example, costs of management, maintenance and repairs of the property;

4.5. (amended, SG No. 30/2013, effective 26.03.2013) where applicable, information on whether the property is encumbered by any mortgages, charges or other limited rights in rem against title to supplementary tourist accommodation and information on whether it is burdened with any other obligations.

5. Information on termination of the contract

5.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

5.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

6. Additional information

6.1. information on how maintenance and repairs of the property and its administration and management are arranged, including information on whether the consumer may influence and participate in the making of the decisions regarding these issues;

6.2. information on whether or not it is possible for the consumer to join a system for the resale of his or her right to use property on a timeshare basis;

6.3. information about the relevant system referred to in Point 6.2 and an indication of costs related to resale through the available system;

6.4. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to decisions concerning management of the property, increase of costs and handling of consumers' queries and complaints;

6.5. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

**to Item 2 of Article 156
(New, SG No. 18/2011,
amended, SG No. 30/2013, effective 26.03.2013)**

Standard Information Form for Long-Term Holiday Product Contracts
Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the product;

2.1. exact nature and content of the right/rights under the long-term holiday product contract;

3. period within which the consumer may exercise his or her right under the long-term holiday product contract and, if necessary, the duration of the period within which the consumer may exercise that right;

3.1. date on which the consumer may start to exercise his or her right under the long-term holiday product contract;

4. (amended, SG No. 30/2013, effective 26.03.2013) the price to be paid by the consumer for acquiring the right or rights under the long-term holiday product contract, including information about any recurring costs the consumer can expect to incur resulting from the right provided thereto to obtain access to the supplementary tourist accommodation, to transport or to any other type of related product or service as specified:

(a) staggered payment schedule for the price fixed in the contract, whereupon the amount due is divided into instalments of equal value for the entire length of the contract, and information on the date on which the instalments are due to be paid;

(b) information that after the expiry of the first year of the contract the value of the subsequent payments may be adjusted to ensure that the real value of the staggered payments is maintained, for instance to take account of inflation;

(c) information on additional obligatory costs imposed under the long-term holiday product contract, type of costs and indication of amounts due, e.g. annual membership fees;

5. information about key services available to the consumer, e.g. discounted hotel stays and provision of air tickets at preferential prices;

5.1. information on whether the key services under the long-term holiday product contract are included in the costs referred to in Point 4 in respect of the annual fees;

5.2. where the key services under the contract are not included in the costs covered by the annual fee, specify what services are included and not,

e.g. a three-night stay is included in the annual membership fee and any other overnight accommodation must be paid for separately;

6. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the long-term holiday product contract without giving any reason within 14 calendar days reckoned from the date of:

- (a) the conclusion of the contract, or
- (b) the conclusion of any binding preliminary contract, or
- (c) the receipt of those contracts if that takes place later;

2. during the withdrawal period, any advance payment by the consumer is prohibited;

3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;

4. the consumer has the right to terminate the contract without incurring any compensation and/or penalty by giving notice within 14 calendar days of receiving the invitation for payment by the trader for each annual instalment;

5. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;

6. in accordance with international private law, the long-term holiday product contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired

1.1. an exact and correct description of discounts available for future bookings, accompanied by a set of examples of recent offers;

1.2. information on the restrictions on the exercise of the consumer's rights, such as limited availability or validity of offers provided on a first-come-first-served basis or time limits on discounts of the price and on special promotions of the vacation product.

2. Information on termination of the contract

2.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

2.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

3. Additional information

3.1. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

3.2. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

**Annex 3
to Item 3 of Article 156
(New, SG No. 18/2011)**

Standard Information Form for Resale Contracts
Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;
2. short description of the services provided, e.g. marketing;
3. duration of the resale contract;
4. information on the price to be paid by the consumer for acquiring the services under the contract;
 - 4.1. information on additional obligatory costs imposed under the resale contract, type of costs and indication of amounts due, e.g. local taxes, notary fees, cost of advertising;
5. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the resale contract

without giving any reason within 14 calendar days reckoned from the date of:

- (a) the conclusion of the contract, or
- (b) the conclusion of any binding preliminary contract, or
- (c) the receipt of those contracts if that takes place later;

2. any advance payment by the consumer is prohibited until the actual sale has taken place or the resale contract otherwise is terminated;

3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;

4. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;

5. in accordance with international private law, the long-term holiday product contract [sic] may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. information on the conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from termination of the contract;

2. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

3. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Annex 4 to Item 4 of Article 156 (New, SG No. 18/2011, amended, SG No. 30/2013, effective 26.03.2013)

Standard Information Form for Exchange Contracts

Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the product;

2.1. exact nature and content of the right/rights under the exchange contract;

3. period within which the consumer may exercise his or her right under the exchange contract and, where necessary, information on the duration of the period within which the consumer may exercise the said right;

3.1. date on which the consumer may start to exercise his or her right under the exchange contract;

4. the price to be paid by the consumer for the costs of joining the exchange system;

4.1. information on additional obligatory costs imposed under the exchange contract; type of costs and indication of amounts due, e.g. renewal fees, other recurrent fees, special levies, local taxes;

5. information about key services available to the consumer;

5.1. information on whether the key services are included in the costs referred to in Point 4;

5.2. where the key services under the contract are not included in the costs referred to in Point 4, specify what services are included and what are not included (type of costs and indication of the value thereof, e.g. an estimate of the price to be paid for individual exchange transactions, including all additional charges);

6. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the exchange contract without giving any reason within 14 calendar days reckoned from the date of:

(a) the conclusion of the contract, or

(b) the conclusion of any binding preliminary contract, or

(c) the receipt of those contracts if that takes place later;

2. in cases where the exchange contract is offered together with and at the same time as a timeshare contract, only a single 14-day withdrawal period shall apply to both contracts;

3. during the withdrawal period, any advance payment by the consumer is prohibited;

4. the prohibition of advance payment referred to in Point 3 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;

5. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;

6. in accordance with international private law, the exchange contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired

1.1. information on how the exchange system works, on the possibilities and modalities for exchange;

1.2. information on the value allotted to the consumer's timeshare in the exchange system and an indication of concrete exchange possibilities;

1.3. (amended, SG No. 30/2013, effective 26.03.2013) an indication of the number of supplementary tourist accommodations available, the number of members included in the exchange system, including any limitations on the availability of a particular supplementary tourist accommodation selected by the consumer, for example, as the result of peak periods of demand, the potential need to book the use of the supplementary tourist accommodation a long time in advance, and indications of any restrictions on the choice resulting from the timeshare rights deposited into the exchange system by the consumer.

2. Information on the properties

2.1. a brief and appropriate description of the properties and their location;

2.2. (amended, SG No. 30/2013, effective 26.03.2013) where the exchange

contract concerns a supplementary tourist accommodation other than immovable property, an appropriate description of the supplementary tourist accommodation and the facilities, as well as description of where the consumer can obtain further information.

3. Information on the costs

3.1. information on the obligation of the trader to provide details to the consumer before an exchange is arranged, in respect of each proposed exchange and of any additional charges for which the consumer is liable in respect of the exchange.

4. Information on termination of the contract

4.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

4.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

5. Additional information

5.1. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

5.2. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

**Annex 5
to Item 5 of Article 161d
(New, SG No. 18/2011)**

SEPARATE STANDARD WITHDRAWAL FORM TO FACILITATE THE RIGHT OF WITHDRAWAL

I. Right of withdrawal

Part One of the form contains information on the following consumer rights:

- 1. the consumer has the right to withdraw from this contract within 14 calendar days without giving any reason;
- 2. the right of withdrawal starts on (to be filled in by the trader before providing the form to the consumer);
- 3. where the consumer has not received this form, the withdrawal period starts when the consumer has received all the information, and this period may not be longer than one year and 14 calendar days;

4. where the consumer has not received all the mandatory pre-contractual information for the respective contract, the withdrawal period starts when the consumer has received all that information, and this period may not be longer than three months and 14 calendar days;

5. to exercise his or her right of withdrawal, the consumer shall notify the trader of the decision thereof using the name and address indicated below; the notification shall be made by using a durable medium, e.g. letter sent by post or by electronic mail; to exercise his or her right of withdrawal, the consumer may alternatively use this form, but it is not obligatory;

6. where the consumer exercises his or her right of withdrawal, the consumer shall not be liable for any costs whatsoever;

7. information that in addition to the right of withdrawal, national law of the Member States of the European Union may provide for additional consumer rights, e.g. a right to terminate the contract in case of omission of information by the trader.

II. Ban on advance payment

Part Two of the form contains information on the following consumer rights:

- 1. during the withdrawal period any advance payment by the consumer is prohibited;
- 2. the prohibition of advance payment referred to in Point 1 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties.

III. Notice of withdrawal

Part Three shall contain the following essential elements:

- 1. to (name and address of the trader)
- 2. the undersigned hereby give notice that I/we withdraw from the contract
- 3. date of conclusion of contract
- 4. name(s) of consumer(s)
- 5. address(es) of consumer(s)
- 6. signature(s) of consumer(s)
- 7. date of notification

Directions for completion of Section III

- 1. to be filled by the trader before providing the form to the consumer;
- 2. to be filled by the consumer/consumers where this form is used to withdraw from the contract; state consumer's/consumers' forename, patronymic and surname;
- 3. to be filled by the trader, stating the date of the conclusion of the contract;
- 4. to be filled by the consumer/consumers where this form is used to withdraw from the contract;
- 5. to be filled by the consumer/consumers where this form is used to withdraw from the contract;
- 6. to be filled by the consumer/consumers only where this form is used to withdraw from the contract; to be signed by the consumer/consumers only if the notification is made on paper;
- 7. to be filled by the consumer/consumers where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of the consumer/consumers: