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Consumer Protection Law

<u>ARTICLE OF LAW</u>	<u>DIRECTIVE</u>
<p>Art. 4</p> <p><i>-Particular terms used in this Law shall have the following meaning:</i></p> <p>- "Consumer" is any natural person who purchases products or uses services for direct personal consumption, for purposes that are not intended for carrying out his profession or other business activities.</p> <p>- "Trader" is any legal or natural person who, in the course of carrying out his activity, directly satisfies the needs of the citizens.</p> <p>- "Distributor" is any natural or legal person who, directly or indirectly, through other distributors, delivers products.</p> <p>- "Producer" is any person who makes final products or components for making basic products, or a person who, through his business name and his designation of the product, presents himself as a producer. The importer of the product shall be also considered as a producer.</p> <p>- "Product" is any object regardless of the level of its processing, intended to be offered to the consumers.</p> <p>- "Service" is any activity intended to be offered to the consumers.</p>	<p>Directive 85/577/- Art 1</p> <p>Directive 87/102/ - Art 1 Directive 93/13 - Art 3 Directive 97/7/- Art 2 Directive 98/6/- Art 2 Directive 1999/44/Art 1 Directive 2000/31/ Art 2</p> <p>(b) 'consumer' means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business or profession;</p> <p>(c) 'seller or supplier' means any natural or legal person who, in contracts covered by this Directive, is acting for purposes relating to his trade, business or profession, whether publicly owned or privately owned.</p>



Project no.
02/MAC/01/06/001

Техничка помош за изработка на трговски закони
Technical Assistance to draft Trade Laws



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<p>- Sale conditions are the conditions which refer to the manner of payment of the price for sale of the product or provision of the service in cash, on instalments, by credit card, with discounts for certain cards, by postponed payment or in other manner.</p> <p>Consumer, according to this Law, can also be a legal entity purchasing products or using services for its own needs, in cases when it acts before the trader in the same manner as the natural person under paragraph 1 line 1 of this article.</p> <p>Trader, in terms of this Law, shall be also regarded the natural person who sells to the consumer products of vegetable or animal origin from the appropriate small-scale agricultural or breeding activity, or products growing in forests.</p>	
<p style="text-align: center;">Art 8</p> <p><i>The trader shall indicate, in a clear, visible and unambiguous manner, the retail price of the products, or at the selling location where the products are displayed when bulk products are sold, the price of services provided by him, as well as the price of spare parts sold by him.</i></p> <p><i>In addition to the retail price under Paragraph 1 of this Article, it shall be indicated, clearly and unambiguously, whether the price includes the expenses for delivery and services, and whether the price includes the VAT and any other taxes in relation to the sale of products and provision of services.</i></p>	<p>Directive 98/6/</p> <p>Article 2 For the purposes of this Directive: (a) selling price shall mean the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes; (b) unit price shall mean the final price, including VAT and all other taxes, for one kilogramme, one litre, one metre, one square metre or one cubic metre of the product or a different single unit of quantity which is widely and customarily used in the Member State concerned in the marketing of specific products; (c) products sold in bulk shall mean products which are not pre-packaged and are</p>



<p><i>The price of the product or service must be designated in denars, unless otherwise stipulated by other regulation.</i></p> <p>The retail price of products or services, retail price of a measurement unit product, production entirety or one particular quantity of products shall be considered as final price for the consumers</p> <p><i>Price of a measurement unit shall be considered the price for one kilo, price for one litre, one meter, one square meter or one cubic meter of the product, or any other quantity unit that is generally or usually used in sale of products, and which includes the VAT and any other taxes.</i></p> <p><i>For the bulk products only the price of a measurement unit shall be indicated at the selling location of the product.</i></p> <p><i>It is not necessary to indicate the price of a measurement unit for the previously packaged product if it is equivalent to the retail price of the product, as well as for products for which such data may or might cause confusion, taking into account the features of those products.</i></p> <p>If other regulations provide for indication of data about the net-weight, for the previously packaged products the price of a net measurement unit shall be indicated.</p> <p>The retail price shall be written on the product or the packaging, at the selling location of the products as well as on the product placed in the window. It shall not be allowed to indicate other prices on the product, except for the price referred to in</p>	<p>measured in the presence of the consumer;</p> <p>Article 3</p> <p>1. The selling price and the unit price shall be indicated for all products referred to in Article 1, the indication of the unit price being subject to the provisions of Article 5. The unit price need not be indicated if it is identical to the sales price.</p> <p>2. Member States may decide not to apply paragraph 1 to:</p> <ul style="list-style-type: none"> - products supplied in the course of the provision of a service, - sales by auction and sales of works of art and antiques. <p>3. For products sold in bulk, only the unit price must be indicated.</p> <p>4. Any advertisement which mentions the selling price of products referred to in Article 1 shall also indicate the unit price subject to Article 5.</p> <p>Article 4</p> <p>1. The selling price and the unit price must be unambiguous, easily identifiable and clearly legible. Member States may provide that the maximum number of prices to be indicated be limited.</p>
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<p>paragraph 4 of this Article. The price for a measurement unit of the previously packaged product shall be indicated at the selling location of the product.</p>	
<p style="text-align: center;">Art 22</p> <p><i>The trader shall be obliged, in accordance with the technical regulations specifying the products for which the producer, importer, or representative of the foreign company must issue a guarantee for quality or for the proper functioning of the product, a document for the manner of use of the product, to provide servicing for maintenance and repair and for supply of spare parts within the guarantee period, or at least within five years from the day of production of the product, the minimum duration of the guarantee period and a period in which the guarantor is obliged to act upon the request by the guarantee user and remove the defects and faults of the product which does not comply with the specifications stated in the guarantee, or to replace the defective product with the same and properly functioning product.</i></p> <p><i>The producer shall be obliged to ensure and to abide by the obligations from the guarantee.</i></p> <p><i>The guarantee shall include:</i></p> <ul style="list-style-type: none"> - firm or business name and head office of the guarantor; - data about the product identifying the product; - statement about the guarantee and guarantee terms; 	<p style="text-align: center;">Directive 1999/44 of 25 May 1999 –</p> <p>Article 5 Time limits</p> <p>1. The seller shall be held liable under Article 3 where the lack of conformity becomes apparent within two years as from delivery of the goods. If, under national legislation, the rights laid down in Article 3(2) are subject to a limitation period, that period shall not expire within a period of two years from the time of delivery.</p> <p>Art 6</p> <p><i>1. A guarantee shall be legally binding on the offerer under the conditions laid down in the guarantee statement and the associated advertising.</i></p> <p><i>2. The guarantee shall:</i></p> <ul style="list-style-type: none"> - state that the consumer has legal rights under applicable national legislation governing the sale of consumer goods and make clear that those rights are not affected by the guarantee, - set out in plain intelligible language the contents of the guarantee and the essential particulars necessary for making claims under the guarantee, notably the duration and territorial scope of the guarantee as well as the name and address of the guarantor. <p><i>3. On request by the consumer, the guarantee shall be made available in writing or feature in another durable medium available and accessible to him.</i></p>



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<ul style="list-style-type: none"> - duration period of the guarantee; and - firm or business name and head office of the trade company or other legal or natural person which has retailed the product, date of selling, seal and signature of the authorised officer, and, if machines, devices, equipment and other means for work are in question, the firm or business name and head office of the deliverer, date of commencement of operation or date of delivery of the product to the user and signature of the authorised officer. <p>The expenses for the material, spare parts, labour, transfer and transport of the product that arise while removing the defects or replacing the product with a new product based on the guarantee, shall rest on the guarantor.</p> <p>The documents referred to in paragraph 1 of this Article shall be written clearly and readably, in Macedonian language and Cyrillic letters, which does not exclude the possibility to additionally use other languages in the same time, as well as signs easily understandable for the consumer.</p>	<p><i>4. Within its own territory, the Member State in which the consumer goods are marketed may, in accordance with the rules of the Treaty, provide that the guarantee be drafted in one or more languages which it shall determine from among the official languages of the Community.</i></p> <p><i>5. Should a guarantee infringe the requirements of paragraphs 2, 3 or 4, the validity of this guarantee shall in no way be affected, and the consumer can still rely on the guarantee and require that it be honoured.</i></p>
<p style="text-align: center;">Article 24</p> <p><i>Advertising of products and services, in terms of this Law, is any announcement in any form, related to the trade or business activity, craftsmanship or profession, intended to promote the offer of goods or services, including immovable property, rights and obligations.</i></p> <p><i>Misleading advertising is any advertising that, in any way, including</i></p>	<p style="text-align: center;">Directive 84/450 – Art 2</p> <p><i>1. 'advertising' means the making of a representation in any form in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations;</i></p> <p><i>2. 'misleading advertising' means any advertising which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or whom</i></p>



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its presentation, misleads or is likely to mislead the persons targeted by this advertising

Misleading advertising is also considered the advertising that, as a result of creating confusion of the persons targeted, discredits or is likely to harm the competitors on the market.

Comparative advertising is any advertising which, for the purpose of sale of a product or service, directly or indirectly affects the competitiveness on the market, or directly or indirectly affects the competitive product or service.

it reaches and which, by reason of its deceptive nature, is likely to affect their economic behaviour or which, for those reasons, injures or is likely to injure a competitor;

Directive 97/55 – Art 1

comparative advertising" means any advertising which explicitly or by implication identifies a competitor or goods or services offered by a competitor;