

## **RUSSIAN FEDERATION**

### **FEDERAL ACT**

#### **On introduction of Changes and Additions to the Russian Federation Consumer Protection Act and the RSFSR Administrative Offense Code**

**Adopted by the State Duma**

**December 5; 1995**

**Article 1.** To introduce changes and additions to the Russian Federation Consumer Protection Act (Information of the Russian Federation Congress of People's Deputies and the Russian Federation Supreme Soviet, 1992, No. 15, p. 766; 1993, No. 29, p. 1111) and to word it in the following version:

#### **«The Russian Federation Consumer Protection Act»**

The present Act shall regulate relation arising as between consumers and manufacturers, performers, sellers when selling products (performing work, providing services), determine consumers' rights to acquire products (work, services) of proper quality, to the safety of the consumers' lives and health, to

obtain information on products

(results of work, services) and their manufacturers (performers, sellers), to education of consumers, to state and public protection of their interests, and also provide for a mechanism of the implementation of these rights.

Basic terms used in the present Act are:

*"consumer"* means an individual intending to order or acquire products (results of work, services) to meet exclusively personal (domestic) needs unrelated to gaining profit;

*"manufacturer"* means an organization irrespective of its type of ownership, and also an individual entrepreneur manufacturing products for sale to consumers;

*"performer"* means an organization irrespective of its type of ownership, and also an individual entrepreneur performing work or providing services under contracts for value;

*"seller"* means an organization irrespective of its type of ownership, and also an individual entrepreneur selling products to consumers under a contract of sale;

*"standard"* means a State standard, sanitary rules and regulations, construction rules and regulations and other documents which provide, under law, for mandatory requirements to the quality of products (results of work, services);

*"defect of product (result of work, service)"* means certain non-compliance of a product (result of work, service) with requirements of a standard, with terms and conditions of a contract or normal requirements to the quality of product (result of work, service);

*"substantial defect of product (result of work, service) "* means a defect which makes it impossible or impermissible to use the product (result of work, service) in accordance with its

purpose, or is incapable of being eliminated or appears again after it has been eliminated or its elimination requires a great expense or makes the product (result of work, service) substantially other because of the defect than as provided for in the contract;

*"safety of product (result of work, service) "* means safety of a product (result of work, service) for the consumer's life, health, property and to the environment under normal conditions of its use, storage, transportation and disposal, as well as safety of the performance of work (providing a service).

## **CHAPTER 1. GENERAL PROVISIONS**

### **Article 1 . Legal regulation of consumer rights protection**

1. The relations in the field of consumer rights protection are regulated by the Civil Code of the Russian Federation, the present Act and other Federal laws and legal acts of the Russian Federation adopted in accordance with the present Act.
2. The Government of the Russian Federation may not instruct Federal executive bodies to pass acts relating to consumer rights protection.

### **Article 2. International treaties of the Russian Federation**

If an international treaty of the Russian Federation provides for other rules of consumer rights protection than those provided for by the present Act the rules of the international treaty shall apply.

**Article 3. Consumers' right to education in the field of consumer rights protection**

The consumers' right to education in the field of consumer rights protection shall be ensured by inclusion of the respective requirements to the state educational standards and programs of general education and vocational training, and also by organization of a system of informing the consumers about their rights and the necessity of protecting these rights.

**Article 4. The quality of a product (result of work, service)**

1. The seller (manufacturer, performer) must deliver to the consumer a product (perform work, provide service) conforming in quality to terms and conditions of the contract .
2. In the case a contract is not providing for the quality of product (result of work, service), the seller (performer) must deliver to the consumer the product (perform work, provide service) fit for the purposes the product (the result of work, the service) is normally used for.
3. In case the seller (performer) when entering the contract was informed of any specific purposes of acquiring the product (performing work, providing service), the seller (performer) must deliver to the consumer the product (perform work, provide service) fit for use in accordance with such purposes.
4. In case a product is sold in accordance with a specimen and/or description, the seller must deliver to the consumer the product complying with such specimen and/or description.
5. In case a standard provides for compulsory requirements to the quality of a product (result of work, service), the seller (performer) must deliver to the consumer the product (perform work, provide service) complying with such requirements.

**Article 5. Rights and responsibilities of the manufacturer (performer, seller) in the field of establishing the period of life, the period of fitness of a product (result of work) as well as the warranty period relating to the product (result of work)**

1. In the case a product (result of work) is intended for a long-term use, the manufacturer (performer) shall be entitled to establish a period of life, that is the period during which the manufacturer (performer) undertakes to provide the consumer with a possibility of using the product (result of work) in accordance with its purpose and to be liable for substantial defects caused through the manufacturer (performer) fault.
2. The manufacturer (performer) must establish the period of life for durable products (results of work) including complementary parts (components, assemblies, units) which may be hazardous for the consumer's life and health, be harmful for the consumer's property and environment upon expiration of certain period. The list of such products (results of work) shall be approved by the Government of the Russian Federation.
3. The period of life for a product (result of work) may be calculated in the units of time, and also in other units (kilometers, meters, etc.).
4. The manufacturer (performer) must establish the period of fitness for foodstuffs, perfumery and cosmetic goods, pharmaceuticals, domestic chemistry goods and other products (results of work) of such nature, that is the period upon expiration of which the product (result of work) is considered as unfit for use in accordance with its purpose. The list of such products (results of work) shall be approved by the Government of the Russian Federation.

5. Any sale of a product (performance of work) upon expiration of the established period of fitness, and also sale of a product (performance of work) for which the period of life or the period of fitness should be established but such period was not established, shall be prohibited.
6. The manufacturer (performer) shall be entitled to establish a warranty period for product (result of work), that is the period during which the manufacturer (performer, seller), in case a defect is revealed in the product (result of work), must satisfy the consumer's claim in accordance with Articles 18 and 29 of the present Act.
7. The seller shall be entitled to establish an additional warranty period for a product exceeding its original warranty period established by the manufacturer or, in case the warranty period is not established by the manufacturer, the seller shall be entitled to establish a warranty period exceeding the periods provided for by Article 19, Item 1, paragraph two of the present Act.

The claims the consumer may set forth against the seller in the case any defects are revealed in the product within the warranty period established by the seller, the procedures and terms of satisfying such claims as well as the seller's liability shall be provided for by the contract entered into between the consumer and the seller.

#### **Article 6. The manufacturer's responsibility to make provisions for the product repairs and maintenance**

The manufacturer must make provisions for the use of the product within its entire period of life. For this purpose the manufacturer shall make provisions for the product's repairs and maintenance as well as production and supply to trade

and repair organization of spare parts at a quantity and assortment necessary for such repairs and maintenance within the period of manufacture of the product and upon its layoff within the product's period of life, and in the case such period is not established - within ten years from the date of delivering the product to the consumer.

**Article 7. Consumer's right to safety of products (results of work, services)**

1. The consumer shall have right to products (results of work, services) being safe, under normal conditions of their use, storage, transportation and disposal, for his or her life, health and the environment, and also not causing damage to his or her property. The requirements which must ensure the safety of products (results of work, services) for the consumer's life and health, the environment, and also the prevention of damage to the consumer's property, shall be considered as mandatory and established in a manner prescribed by law.
2. The manufacturer (performer) must ensure the safety of product (result of work) within the established life or fitness periods for such product (result of work).

If the period of life for a product (result of work) has not been set by the manufacturer (performer) under Article 5, Item 1 of the present Act, he or she must ensure the safety of product (result of work) within ten years from the date of delivering the product (result of work) to the consumer.

Any damage caused to the consumer's life, health or property as a result of making no provisions for the safety of product (result of work) shall be subject to compensation in accordance with Article 14 of the present Act.

3. If special rules must be observed for the safe use of a product (result of work, service), its storage, transportation and disposal (hereinafter referred to as the "rules"), the manufacturer (performer) must specify such rules in The accompanying documents for such product (result of work, service), at labels, marking or by any other method, and the seller (performer) must inform the consumer of such rules.
4. Any products (results of work, services) to which legislative acts or standards have established any requirements aimed at ensuring the safety of the consumer's life and health and the protection of the environment, the prevention of damage to the consumer's property, as well as the facilities ensuring the safety of the consumer's life and health, shall be subject to compulsory certification in a prescribed manner. Lists of products (results of work, services) subject to compulsory certification shall be approved by the Government of the Russian Federation.

Any sale of products (performance of work, providing services), including imported goods, not provided with information about compulsory certification and not marked in a prescribed manner with a mark of compliance with the requirements specified in Item 1 of the present Article shall be prohibited.

5. In the case it has been established that with the consumer complying with the prescribed rules of use, storage and transportation of the products (results of work) they are causing or may cause harm to his or her life, health and property, damage to the environment, the manufacturer (performer, seller) must forthwith suspend their production (sale) pending the elimination of causes of such harm or damage, and take measures, if necessary, to withdraw them from the turnover and recall them from consumers.

If it is impossible to eliminate causes of harm or damage, the manufacturer (performer) must withdraw such product (result of work, service) from production. Should the manufacturer (performer) fail to comply with these duties, withdrawal of such product (result of work, service) from the turnover and recall from consumers shall be effected under an order issued by the respective Federal executive body exercising control over the quality and safety of products (results of work, services).

Any losses caused to the consumer by the recall of products (results of work, services) shall be subject to compensation by the manufacturer (performer) in full.

6. If it is established that a seller (performer) is selling products (performing work) that constitute a danger for the consumers' life, health and property, such products (results of work) shall be seized from the seller (performer) in a manner prescribed by law.

**Article 8. The consumer's right to obtaining information relating to manufacturer (performer, seller) and products (results of work, services)**

1. The consumer shall be entitled to request any necessary and adequate information relating to the manufacturer (performer, seller), their office hours and the products (results of work, services) sold by them.
2. The information specified in Item 1 of the present Article shall be brought to the consumer's attention in a clear and understandable form when contracts of sale or contracts or) performance of work (providing services) are entered into; using methods accepted in individual sectors of servicing the consumers, in Russian language, and additionally, at the manufacture (performer, seller) discretion, in the state languages of the members of the Russian Federation and native languages of the peoples of the Russian Federation.

**Article 9. Information of the manufacturer (performer, seller)**

1. The manufacturer (performer, seller) must bring to the consumer's attention the trade name (name) of his or her organization, its place of business (legal address) and office hours. The said information should be placed by the seller (performer) at a sign-board.

The manufacturer (performer, seller) that is and individual entrepreneur must provide the consumer with the information relating to the state registration and the name of the body which has executed such registration.

2. If the type (types) of activities carried out by the manufacturer (performer, seller) is (are) subject to licensing, the consumer should be provided with the information relating to the number of the license, its term as well as the information of the licensor.
3. The information provided for by Items 1 and 2 of the present Article should be brought to the consumers' attention also in the events where the trade is carried out, domestic and other services are provided to the consumers in provisional premises, fairs, from street-stalls and in other cases where The trade is carried out, domestic and other services are provided to the consumers outside the permanent place of business of the seller (performer).

**Article 10. Information of products (results of work, services)**

1. The manufacturer (performer, seller) must furnish to the consumer in due time all necessary and accurate information of products (results of work, services) affording an opportunity of their competent choice. The list and methods of bringing information to the consumer's attention relating to certain types of products (results of work, services) shall be determined by the Government of the Russian Federation.

2. Information of products (results of work, services) must

contain in a compulsory manner:

the designation of standards, with compulsory requirements of which products (results of work, services) must comply;

information of basic consumer properties of products (results of work, services), and in respect of foodstuffs - information of the composition (including the list of other food products and additives used in their manufacturing process), weight and volume, calorie content, the content of substances harmful for health compared to compulsory requirements of the standards, as well as counterindications for use in cases of certain diseases. The list of the products (results of work, services), information of which must contain counterindications for use in cases of certain diseases, shall be approved by the Government of the Russian Federation;

the price and terms of purchase of the products (results of work, services);

the warranty period, if such period is established in accordance with the present Act;

the rules and conditions of an effective and safe use of products (results of work, services);

the period of life or fitness of products (results of work) established under the present Act as well as the information of any necessary actions to be taken by the consumer upon expiration of the said periods and possible consequences in case of non-compliance with the said actions, if the products (results of works) are harmful for the consumer's life, health and property upon expiration of such periods or become unfit for use in accordance with their purpose;

the manufacturer (performer, seller) place of business (legal address) and the location of organization(s) authorized by the manufacturer (seller) to accept claims from the consumers and also doing repairs and maintenance of the product (result of work);

the information of certification of the products (results of work, services) subject to compulsory certification;

the information of the sale rules relating to products (performance of work, providing services).

If a product acquired was previously used or a defect(s) was (were) eliminated in such product, the consumer must be informed of the same.

3. The information provided for by Item 2 of the present Article shall be brought to the consumers' attention in the technical documentation attached to the products (results of work, services), on labels, marking, or in any other manner authorized for certain types of products (results of work, services). The information relating to certification of products (results of work, services) shall be provided by the method of marking in a prescribed manner with a sign of compliance and specifying in the technical documentation the information relating to certification (certificate number, its term, issuer).

The foodstuffs packed or filled within the territory of the Russian Federation should be provided with the information of their origin.

#### **Article 11. Office hours of the seller (performer)**

1. The office hours of the state, municipal organizations of Trade, domestic and other servicing of the consumers shall be established by executive bodies of the members of the Russian Federation or local authorities respectively.

2. The office hours of the organizations carrying out their activities in the fields of trade, domestic and other servicing of the consumers and not covered by Item 1 of the present Article as well as of individual entrepreneurs shall be set by them individually.
3. The office hours of the seller (performer) shall be brought to the consumers' attention and they should comply with the established hours.

**Article 12. Liability of the manufacturer (performer, seller) for improper information of product (result of work, service), of manufacturer (performer, seller)**

1. If the furnishing of improper, that is inadequate or insufficient, information of a product (result of work, service), and also of the manufacturer (performer, seller) has resulted in:

the purchase of a product (result of work, service) having no properties required by the consumer - the consumer shall be entitled to cancel the contract and claim full compensation for losses. Besides, the consumer must return the product (work performed) to the manufacturer (performer, seller);

the impossibility of using the purchased product (result of work, service) for its purpose - the consumer shall be entitled to demand that proper information be given to him or her within a reasonably short period of time. If such information has not been given to him or her within the period agreed upon, the consumer shall be entitled to cancel the contract and claim full compensation for losses. Besides, the consumer must return the product (result of work performed) to the manufacturer (performer, seller);

the emergence of the products (results of work) defects upon their delivery to the consumer - he or she shall be entitled to set forth claims against the seller (manufacturer) provided for by Article 18, Items 1 through 4 of the present Act, or set forth claims against the performer as provided for by Article 29, Item 1 of the present Act;

the injury or damage to the consumer's life, health and property - he or she shall be entitled to require that the manufacturer (performer, seller) compensate for the damage in a manner prescribed by Article 14 of the present Act, and also claim full compensation of damage caused to natural resources owned (possessed) by the consumer.

2. When considering the consumer's claim for the compensation of losses caused by inadequate or insufficient information of product (result of work, service), it is necessary to presume that the consumer has no special knowledge of the product's (result of work, service) properties and characteristics.

**Article 13. Liability of the seller (manufacturer, performer) for violation of the consumers' rights**

1. The seller (manufacturer, performer) shall be liable for violation of the consumers' rights as provided for by law or by the contract.
2. Any damage caused to the consumer shall be subject to compensation over and above the penalty (fine) prescribed for by the present Act or by the contract.
3. The payment of a penalty (fine) and compensation of damage shall not relieve the seller (manufacturer, performer) from performing in kind his or her obligations to the consumer.

4. The seller (manufacturer, performer) shall be relieved from liability for the non-fulfillment or improper fulfillment of obligations if he or she proves that such non-fulfillment or improper fulfillment of the same was caused by any Force Majeure circumstances or for any other reasons provided for in the present Act.
5. The consumer's claims for the penalty (fine) provided for by the present Act or the contract shall be subject to satisfaction by the seller (manufacturer, performer) on a voluntary basis.
6. Upon satisfaction of the claim filed by the consumer as provided for by the present Act, the court shall be entitled to make a decision to recover to the Federal budget from the seller (manufacturer, performer) who has violated the consumer's rights a fine amounting to the price of the claim for non-compliance with the voluntary procedure of satisfying the consumer's claim.

If public consumer organizations (associations, unions) or local self-governing bodies are filing applications for protection consumer rights, fifty per cent of the recovered fine shall be transferred to the said organizations (associations, unions) or bodies.

**Article 14. Proprietary liability for damage resulting from defects of a product (result of work, service)**

1. Any damage caused to consumer's life, health or property as a result of the design, production, recipe or other defects of a product (result of work, service) shall be subject to compensation in full.
2. The right to claim damage resulting from defects of the product (result of work, service) shall be vested in any aggrieved party irrespective of whether he or she had any contractual relationship with the seller (performer) or not.

3. Any damage caused to the consumer's life, health or property shall be subject to compensation, if caused within the established period of life or fitness of the product (result of work).

If a period of life or fitness should be established for a product (result of work) in accordance with the present Act, but such period was not established, or the consumer to whom the product (result of work) was sold (performed) was not informed of the necessary actions to be taken upon expiration of the period of life or fitness and possible consequences where such actions are not taken, the damage shall be subject to compensation irrespective of the time it was caused.

If the period of life or fitness has not been set by the manufacturer (performer) for any product (result of work) under Article 5, Item 1 of the present Act, the damage shall be subject to compensation within ten years from the date of delivering the product (result of work) to the consumer, and in the case it is impossible to reveal the date of delivery - from the date of manufacture of the product (completion of work).

Any damage resulting from defects of the product shall be subject to compensation by the seller or manufacturer at the sufferer's discretion.

Any damage resulting from defects of a result of work or service shall be subject to compensation by the performer.

4. The manufacturer (performer) shall be liable for injury or damage caused to the consumer's life, health or property as a result of the use of materials, equipment, tools and other facilities necessary for manufacture of products (performance of work, providing services) irrespective of whether the level of scientific and technical knowledge could help to reveal their special properties or not.

5. The manufacturer (performer, seller) shall be relieved from liability if he or she can prove that the damage has been caused due to any Force Majeure circumstances or resulted from the consumer's breach of the prescribed rules of use, storage or transportation of the product (result of work, service).

#### **Article 15. Compensation for moral damage**

Moral damage caused to the consumer as a result of the violation by the manufacturer (performer, seller) or the organization acting as the manufacturer (seller) on contractual conditions of the consumer's rights provided for by consumer protection legislation of the Russian Federation shall be subject to compensation by the party causing such damage if the latter is at fault. The measure of moral damage shall be determined by the court.

Compensation for moral damage shall be effected irrespective of whether proprietary damage and the consumer's losses have been compensated or not.

#### **Article 16. Invalidity of the terms of contract impairing consumer's rights**

1. Any terms of contract impairing the consumer's rights as compared to the rules provided for by consumer protection legislation of the Russian Federation shall be deemed invalid.

If as a result of application of the contractual terms impairing the consumer's rights the latter sustains damage, such damage shall be subject to compensation by the manufacturer (performer, seller) in full.

2. The purchase of some products (results of work, services) on condition of compulsory purchase of other products (results of work, services) shall be prohibited. Any losses caused to the consumer as a result of the violation of his or her rights to a free choice of products (results of work, services) shall be compensated by the seller (performer) in full.
3. The seller (performer) may not force on the consumer any additional paid services. The consumer shall be entitled to claim against the seller (performer) the refunding of amounts paid for additional services provided without his or her consent.

#### **Article 17. Judicial protection of consumer's rights**

1. The protection of consumers' rights shall be effected by the court.
2. Lawsuits shall be filed with the court at the plaintiff's place of residence, or at the defendant's place of business, or at the place where the damage has been caused.
3. The consumers within the claims connected with violation of their rights as well as the Federal antimonopoly agency, Federal executive bodies (their territorial agencies) exercising control over the quality and safety of products (work, services), local authorities, public consumer organizations (associations, unions) within the claims filed in the interests of consumers, groups of the consumers or an indefinite number of consumers, shall be exempted from the state court fees.

## II. PROTECTION OF CONSUMERS' RIGHTS IN THE SALE OF GOODS

### Article 18. The effect of the sale of products having improper quality

1. The consumer to whom a product having improper quality has been sold, unless such quality was specified by the seller, may, at his or her option, demand:

the elimination of defects of the product free of charge or the indemnification for expenses incurred to eliminate the defects by the consumer or by a third party;

a proportionate reduction in the purchase price;

the replacement of the product with that of similar brand (model, type);

the replacement of the product with that of another brand (model, type) with the corresponding recalculation of the purchase price;

cancellation of the sale contract. Besides, the consumer must return the defective product.

At the same time the consumer shall be entitled to require full compensation for the damage caused by sale of the product having improper quality. The damage shall be compensated in terms specified by the present Act for satisfaction of the consumer's requirements.

In the case of sophisticated products the consumers' claims specified in paragraphs four through six of the present Item shall be subject to satisfaction provided that substantial defects have been revealed in them. The list of such products shall be approved by the Government of the Russian Federation.

In the case of products have been purchased by the seller under a commission contract for further sale to consumers, the consumers' claims specified in paragraphs two and four of the present Item shall be subject to satisfaction with the seller's consent.

2. Any claims specified in Item 1 of the present Article shall be set forth by the consumer against the seller or the organization acting as the seller on the basis of a contract entered into with him or her.
3. The consumer shall be entitled to set forth the claims specified in Item 1, paragraphs two and four of the present Article to the manufacturer or the organization acting as the manufacturer on the basis of a contract entered into with him or her.

Instead of setting forth such claims the consumer shall be entitled to return the product having improper quality to the manufacturer and to demand for return of the amount paid for such product.

4. In the case the consumer has acquired a product having improper quality for which a period of life was established; the seller must replace such product or return the amount paid for the product to the consumer, provided that the defects were revealed within the period of fitness.
5. The consumer's claims shall be considered upon producing a sale receipt or a cash voucher, and in relation to the products for which warranty periods are established - upon producing a technical passport or its substitute.  
The seller must issue to the consumer a sale receipt or any other document evidencing the purchase.  
The seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a

contract must accept the product having improper quality from the consumer and, if necessary, verify the quality of the product. The consumer shall be entitled to participate in the verification of the product quality.

In case a dispute as to the causes of defects, the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract must conduct an expert examination at their own cost. The consumer shall be entitled to challenge the expert examination report in courts.

If the expert examination has found that the defects emerged after the product was delivered to the consumer as a result of non-compliance with the prescribed rules of use, storage or transportation, of third parties' acts or Force Majeure circumstances, the consumer must indemnify the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract for expenses incurred by them to conduct the expert examination, and also the product storage and transportation expenses connected with such expert examination.

The seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract must satisfy the consumer's claims if they fail to prove that the product defects have emerged after the product was passed to the consumer as a result of non-compliance with the prescribed rules of use, storage or transportation, of third parties' acts or Force Majeure circumstances.

6. The delivery of large-size products and those exceeding 5 kilograms in weight for repairs, price reduction, replacement and their return to the consumer shall be made free of charge by the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a

contract. In the event of non-fulfillment of this duty, and also of the absence of the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract at the consumer's place of residence, the delivery and return of products may be made by the consumer. In doing so the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract must indemnify the consumer for the expenses incurred to deliver and return the said products.

**Article 19. Time limits for making claims in respect of defects of products**

1. The consumer shall be entitled to make claims provided for by Article 18 of the present Act in respect of defects of products if such defects were found in the products within the warranty period or the fitness period established by the manufacturer under Article 5 of the present Act.  
In respect of products for which warranty periods or fitness period have not been set, the consumer shall be entitled to make the said claims, if the defects of products were found within six months from the date of their delivery to the consumer, and in respect of real property - within not more than two years of its delivery to the consumer, unless longer periods have been provided for by law or by the contract.
2. The warranty period for the product, and also the fitness period shall run as from the date of the product sale to the consumer. If it is impossible to ascertain the date of the product sale, these periods shall run as from the date of manufacture.

In respect of seasonal goods (footwear, clothing, etc.) such periods shall run as from the time the respective season comes, as determined on the basis of the climatic conditions of the consumers' places of residence by the respective members of the Russian Federation.

Upon sale of goods by sample, by mail and also in cases where the date of conclusion of the sale contract and the date of the delivery of the goods to the consumer do not coincide, such periods shall run as from the date of the delivery of the goods to the consumer, and if the goods require special installation (connection) or assembling - as from the date of the goods installation (connection) or assembling. If it is impossible to ascertain the date of delivery, installation (connection) or assembling of the product, these periods shall run as from the date of conclusion of the sale contract.

In respect of real property the warranty period and the fitness period shall run as from the date of the state registration of the real property sale contract.

The fitness period for a product shall be a period run as from the date of the product manufacture within which the product is fit for use, or a period determined by the date prior to expiry of which the product is fit for use.

The duration of product fitness period shall correspond with the compulsory requirements to the product safety established by standards.

3. The warranty period may be set for individual complementary parts and components of the main product. The warranty periods for complementary parts and components shall run in the same manner as the warranty period for the main product.

The warranty periods for complementary parts and components of the main product cannot be less than the warranty period for the main product.

If a longer warranty period has been established for a complementary part than the warranty period for the main product, the consumer shall be entitled to set forth claims in respect of the products defects provided that the defects of complementary parts were revealed within the warranty period established for this product irrespective of whether the warranty period for the main product has expired or not.

4. The time limits specified in the present Article shall be brought to the consumer's attention with the information of the product furnished to the consumer under Article 10 of the present Act.
5. In the event any substantial defect of products have been revealed that were caused through the manufacturer fault, the consumer shall be entitled to set forth claim against the manufacturer for a free of charge removal of the product defects upon expiration of the warranty period established for the product by the manufacturer or upon expiration of the periods specified in Item 1, paragraph two of the present Article. The said claim may be set forth within the established period of life of the product or within ten years from the date of delivery of the product, if the period of life is not set. If this claim has not been satisfied within twenty days from the date of such claim, the consumer shall be entitled to set forth other claims against the manufacturer at the consumer's discretion as provided for by Article 18, Item 3 of the present Act.

**Article 20. Elimination of defects of the product by the manufacturer (seller)**

1. Any defects revealed in the product must be eliminated by the manufacturer (seller) or the organization to which the manufacturer (seller) functions have been imposed under a contract within twenty days from the date of filing the respective claim by the consumer.
2. In respect of durable goods the manufacturer (seller) or the organization to which the manufacturer (seller) functions have been imposed under a contract must, upon filing of the said claim by the consumer, deliver to the consumer in a seven-day period on a free of charge basis a similar product on their account for the period of repairs. The list of durable goods to which this provision shall not apply shall be determined by the Government of the Russian Federation.
3. In the event of elimination of defects in the product the warranty period shall be extended for the time within which the product was not used. The said time shall run as from the date of filing the claim by the consumer demanding elimination of defects to the date of receipt of the product after repair.
4. If the defects of the product are eliminated by the replacement of a complementary part or a component of the main product for which the warranty periods have been set, the warranty period for the new complementary part or the component shall run from the date the product is delivered to the consumer after repairs.

**Article 21. Replacement of the products having improper quality**

1. If the consumer reveals any defects in the product and files a claim for replacement of such product, the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract must forthwith replace such product within a seven-day period from the date of filing such claim by the consumer, and in the case an additional verification of quality of such product is necessary by the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract - within twenty days from the date of filing such claim.

If the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract has no product required to make replacement at the time the respective claim has been filed, the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract should replace such product within a month from the date of filing such claim. On the consumer's demand the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract must deliver to the consumer on a free of charge basis a similar durable product on their account for the period of replacement. This provision shall not apply to the goods, list of which is determined in accordance with Article 20, Item 2 of the present Act.

In the Far North and other areas with seasonal delivery of goods the consumer's demand that the product be replaced shall be subject to satisfaction on the consumer application within the time necessary for the next delivery of the respective product to these area, if the seller (manufacturer) or the

organization to which the seller (manufacturer) functions have been imposed under a contract has not the product necessary for replacement on the date of such demand.

2. The product having improper quality should be replaced by a new product, that is the one not having been in use. The warranty period for the products replaced shall run from the date of the products delivery to the consumer.

#### **Article 22. Time limits for satisfaction of individual demands of the consumer**

The consumer's demand for a proportionate reduction in the purchase price, for indemnification of expenses incurred to eliminate defects by the consumer or by a third party, and also for compensation of damage caused to the consumer by cancellation of the sale contract (return of the product having improper quality to the manufacturer) shall be subject to satisfaction by the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract within ten days from the date the respective demand was made.

#### **Article 21. Liability of the seller (manufacturer) for delay in meeting the consumer's demand**

1. In case of a delay in periods provided for in Article 20, 21 and 22 of the present Act, and also of non-fulfillment (a delay in fulfillment) of the consumer's demand for the delivery to him or her for the time of repairs (replacement) of a similar product, the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract committing such violations shall pay the consumer a penalty (fine) at a rate of one per cent of the price of the product for each day of the delay.

The price of the product shall be determined on the basis of the price existing at the place where the consumer's demand was to be met by the seller (manufacturer) or the organization to which the seller (manufacturer) functions have been imposed under a contract on the day of voluntary satisfaction of such demand or, if the demand has not been met voluntarily, at the date of the judgment of the court.

2. If the consumer's demands have not been satisfied within the periods provided for in Articles 20 through 22 of the present Act, the consumer shall be entitled to make, at his option, any other demands stipulated in Article 18 of the present Act.

**Article 24. Settlement of accounts with the consumer in case of purchase of a product having improper quality**

1. Where a product having improper quality is replaced with a product of the same brand (model, type), the price shall not be recalculated.
2. Where a product having improper quality is replaced with similar product of another brand (model, type), in case the price of the product to be replaced is lower than the price of the substitute, the consumer should pay the difference in the prices; in case the price of the product to be replaced is higher than the price of the substitute, the difference in prices should be paid to the consumer. In case of a rise in the price of the product to be replaced its price shall be applied to such settlements existing at the date the demand was made, and in case of a drop in its price the price of the purchase shall be applied.
3. Where the sale contract is canceled or a product having improper quality is returned to the manufacturer or the consumer's demand for reduction in purchase price is

satisfied, any settlements with the consumer shall be performed in case of a rise in the price of the product on the basis of the price existing at the date of satisfying the consumer's demand for cancellation of the sale contract or return of the product having improper quality to the manufacturer or reduction in the purchase price, and in case of a drop in its price - on the basis of the price existing at the date of purchase of the product.

4. To the consumers, to whom the product was sold on credit conditions, in case the sale contract is canceled, the sum of money shall be refunded to the amount of the credit repaid by the time the product is returned, and also the fee for granting the credit shall be refunded.

#### **Article 25. The consumer's right to exchange a product of proper quality**

1. The consumer shall be entitled to exchange a manufactured product of proper quality for similar product at the seller who has sold such product, if the product does not suit by its shape, size, style, color, dimensions or for any other reason cannot be used by him or her for its purpose.

The consumer shall be entitled to exchange a manufactured product of proper quality within fourteen days excluding the day of its purchase.

Any exchange of manufactured product of proper quality shall only be possible provided that such product was not used, it has preserved its marketable state, consumer properties, seals, manufacturer labels as well as sale receipt or cash voucher issued to the consumer together with the product sold.

The list of goods not subject to exchange on the grounds provided for in the present Article shall be approved by the Government of the Russian Federation.

2. In the event a similar product is not in stock at the time the consumer applies to the seller, the consumer shall be entitled to cancel, at his option, the sale contract and demand that the amount paid for it be refunded, or the product be replaced with a similar one as soon as the respective product is on sale. The seller must advise the consumer who demanded that the manufactured product of improper quality be replaced of its being on sale.

#### **Article 26. Rules relating to certain type contracts of sale**

Rules relating to certain type contracts of sale as well as rules relating to sale of certain types of goods shall be approved by the Government of the Russian Federation.

### **CHAPTER III. CONSUMER RIGHTS PROTECTION IN CASES OF PERFORMANCE OF WORK (PROVIDING SERVICES)**

#### **Article 27. Time limits for the performance of work (providing services)**

1. The performer must do the work (provide the service) within the time established by the rules relating to the performance of certain types of work (providing certain types of services) or by the contract on performance of work (providing services). The contract on performance of work (providing services) may provide for a time of the performance of work (providing service) if such time has not been provided for in the said rules, and also for a shorter time than established by the said rules.

2. The time of the performance of work (providing services) may be determined by the date (period of time) by which the work (service) must be performed (provided) and/or the date (period of time) by which the performer is to embark on its performance (providing). If the work (service) is to be performed (provided) in installments (the delivery of periodicals, maintenance) within the term of the contract for performance of the work (providing the services), the respective provisions should be made for intermediate times (periods) of the performance of work (providing services).

**Article 28. The effect of a delay by the performer in the performance of work (providing services)**

1. If the performer fails to embark in due time on the performance of work (providing a service) or in the course of its performance (providing) it has become obvious that it would not be performed (provided) in due time, and also in case of a delay in the performance of work (providing a service) the consumer shall be entitled at his option:
  - to appoint a new time to the performer within which the performer must embark on the performance of work (providing service) and demand for reduction in price for the performance of work (providing service);
  - to entrust the performance of work (providing service) to any third parties for reasonable price or to perform the same on his own and to demand that the performer compensate the expenses;
  - to demand a reduction in the remuneration for the performance of work (providing service);

to cancel the contract on the performance of work (providing service).

The consumer shall also be entitled to demand for full compensation of losses incurred in connection with delays in commencement and/or completion of the performance of work (providing service). Such losses shall be compensated within the periods established for satisfaction of such demands on the part of the consumer.

2. New periods of time appointed by the consumer, within which the performer must embark on the performance of work (providing service) and complete the performance of work (providing service) shall be specified in the contract on the performance of work (providing service).

In case new time limits are delayed, the consumer shall be entitled to set forth other demands against the performer stipulated by Item 1 of the present Article.

3. The price of the work performed (the service provided) to be refunded to the consumer in case of cancellation of the contract on the performance of work (providing service) and taken into consideration in case of reduction in price for the work performed (the service provided) shall be determined in accordance with Article 24, Item 3 of the present Act.
4. Where the contract on the performance of work (providing service) is canceled in case the performer failed to embark in due time on the performance of work (providing service) or is performing (providing) it so slowly that its performance (providing) by the appointed time becomes impossible, the performer may not demand compensation for his costs incurred in the course of the performance of work (providing service), and also payment for the work already performed (service provided).

Any particulars of settlements between the consumer and the performer in such cases may be established by rules relating to the performance of certain work (providing certain service).

5. In the event of a delay in the time set for the beginning and completion of the performance of work (providing service) or any new periods of time appointed by the consumer under Item 1 of the present Article, the performer shall pay to the consumer for each day (hour, if the time has been set in hours) of the delay a penalty (fine) at the rate of three per cent of the price of the result of work (service), and if the price for the performance of work (providing service) has not been provided for by the contract for the performance of work (providing service) - of the total amount of the order. A higher rate of penalty (fine) may be established by the contract for the performance of work (providing service) entered into by the consumer and the performer.

A penalty (fine) for delay in the beginning of performance of work (providing service) shall be recovered for each day (hour, if the time has been set in hours) of the delay pending the beginning of performance of work (providing service) or setting forth the demands by the consumer provided for in Item 1 of the present Article.

A penalty (fine) for delay in the completion of the performance of work (providing service) shall be recovered for each day (hour, if the time has been set in hours) of the delay pending the end of the performance of work (providing service) or setting forth the demands by the consumer provided for in Item 1 of the present Article.

The amount of the penalty (fine) cannot exceed the price of an individual type of the performance of work (providing service) or the total price of the order, if the price of completion of the individual type of the performance of work (providing service) is not specified by the contract for the performance of work (providing service).

The amount of the penalty (fine) shall be ascertained on the basis of price of the performance of work (providing service), and if such price has not been fixed, of the total price of the order existing at the place where the demand must be met on the date of its voluntary satisfaction by the performer, and if the demand has not been met voluntarily - at the date of the judgment of the court.

- 6. The consumer's demands provided for in Item 1 of the present Article shall not be subject to satisfaction, if the performer proves that the delay in the performance of work (providing service) has occurred due to Force Majeure circumstances or through the consumer's fault.

**Article 29. The consumers' right in cases where defects are revealed in the**

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\*\*\*\*\*er must return the article delivered by the performer earlier; the indemnification for expenses incurred by him or her to eliminate by himself or herself or by a third party the defects of the work performed (service provided).

The consumer's demands for elimination of defects on a free of charge basis, manufacture of another article or repeat of the work (service) may be accompanied by demands for reduction in prices for the work performed (service provided).

The consumer shall be entitled to cancel the contract on performance of work (providing service) and demand for full compensation for damage if the defects in the work performed (service provided) have not been eliminated by the performer within the time specified in the contract. The consumer may also cancel the contract for the performance of work (providing services) if he or she reveals any substantial defects in the work performed (service provided) or any other substantial deviations from the terms and conditions of the contract.

The consumer may also demand for full compensation for damage incurred in connection with defects of the work performed (service provided). The damage shall be compensated for in time established for satisfaction of the respective demands on the part of the consumer.

2. The price of the work performed (service provided) returned to the consumer in case of cancellation of the contract for the performance of work (providing services) and taken into consideration in case of reduction in price for the work performed (service provided) shall be determined in accordance with Article 24, Item 3 of the present Act.

3. Any demand provided for in Item 1 of the present Article may be made in the event any defects have been revealed when the work performed (service provided) is accepted, and in case it is impossible to reveal such defects when the work performed (service provided) is being accepted - within the warranty period or, if such period is not specified, within six months after the date of acceptance of the work performed

(service provided). Any demands in respect of defects in a building or any other real property which it is impossible to reveal when accepting the work performed (service provided) may be made when the defects of the work performed (service provided) have been found within the warranty period and, in case such period is not specified, within two years of the date the work performed (service provided) was accepted.

4. In the event any substantial defects of the work performed (service provided) have been revealed caused through the performer's fault, the consumer shall be entitled to set forth a demand to the performer for elimination of defects of the work performed (service provided) on a free of charge basis upon expiration of the warranty period set for the work performed (service provided) by the performer or upon expiration of the periods specified in Item 3 of the present Article. The said demand may be set forth by the consumer within the specified period of life of the work performed (service provided) or within ten years from the date of acceptance of the work performed (service provided), if the period of life for the work performed (service provided) is not established. If this demand is not satisfied within the period stipulated by Article 30 of the present Act, the consumer shall be entitled to demand, at his or her option, for:

- a corresponding reduction in the remuneration for the work performed (service provided);
- the indemnification for expenses incurred by him or her to eliminate by himself or herself or by a third party the defects of the work performed (service provided);
- the cancellation of the contract on the performance of work (providing services) and compensation for damage.

Article 30. Time limits for elimination of defects of the work performed (service provided)

Any defects of the work performed (service provided) revealed in the course of the performance of work (providing services) must be eliminated within a reasonable period of time appointed by the consumer.

Any defects of the work performed (service provided) must be eliminated within twenty days from the date of the consumer's demand unless a shorter time limit has been set in the contract (agreement between the parties) when the work (service) was accepted or in the rules relating to the performance of certain types of work (providing certain types of services).

The time limit appointed by the consumer or established by contract (agreed upon by the parties) for the elimination of defects shall be set forth in a contract or any other document to be signed by the parties.

In case the time limits provided for by the present Article to eliminate the defects of the work performed (service provided) are delayed, the performer shall pay penalty (fine) at a rate and to be calculated in accordance with Article 28, Item 5 of the present Act.

In case of a delay in the periods above mentioned the consumer shall be entitled to set forth other demands against the performer as stipulated by Article 29, Items 1 and 4 of the present Act.

Article 31. Time limits for satisfaction of certain demands set forth by the consumer

1. The consumer's demands for a reduction in the remuneration for the work performed (service provided), for the indemnification of expenses incurred to eliminate by himself or herself or by a third party any defects of the work performed (service provided), and also of losses resulting from the cancellation of the contract for the performance of work (providing services), as provided for by Article 28, Item 1 and Article 29, Items 1 and 4 of the present Act, shall be subject to satisfaction within ten days from the date the respective demand was made.

2. The consumer's demands for the manufacture of another article of similar material and the same quality or a repeat of the work (service) free of charge shall be subject to satisfaction within the time set for a rush order relating to performance of work (providing service), and if such time has not been set - within the time provided for in the contract on the performance of work (providing services) which has been performed improperly.

3. In case of a delay in the periods provided for in the present Article for the satisfaction of certain demands set forth by the consumer, the performer shall pay to the consumer a penalty (fine) for each day of delay the amount and manner of calculation of which shall be determined in accordance with Article 28, Item 5 of the present Act.

In case of a delay in the period specified in Items 1 and 2 of the present Article, the consumer shall be entitled to set forth other demands against the performer as provided for by Article 28, Item 1 and Article 29, Items 1 and 4 of the present Act.

Article 32. The consumer's right to cancel the contract for the performance of work (providing services)  
The consumer shall be entitled to cancel the contract for the performance of work (providing services) at any time, having paid to the performer a part of the remuneration proportionate to the part of the work performed (service provided) before the date of the notification of canceling the said contract. Besides, the consumer must compensate for the losses incurred by the performer caused by the cancellation of the contract for the performance of work (providing services) within the difference between the portion of price paid for the portion of the work (service) performed (provided) before notification of canceling the said contract and the price of the entire work to be performed (service to be provided).

Article 33. An estimate of work performed (service provided)

1. A fixed or approximate estimate may be drawn up for the performance of work (providing services) provided for by the contract for the performance of work (providing services).

The drawing up of such estimate on the consumer's or the performer's demand shall be compulsory.

2. The performer may not demand payment for the performance of work (providing services) and repayment of extra costs not included in the fixed estimate unless the consumer has consented to the performance of such work (providing such services) or entrusted to the performer the performance of such work (providing such services).

Should it become necessary to exceed the approximate estimate, the performer must forthwith advise the consumer thereof. In such case the consumer shall be entitled to

repudiate the contract for the performance of work (providing services) having indemnified the performer for all the expenses incurred by him or her to perform the works (provide the service) under the original estimate. If the performer fails to advise the consumer of the excess over the approximate estimate, the performer must perform the work (provide service) within the original approximate estimate.

Article 34. The performance of work with the performer's materials

1. The performer must perform the work stipulated by the contract for the performance of work from the performer's materials and using the performer's facilities unless the consumer demands that the work be performed using the consumer's materials.

The performer doing the work with the performer's materials shall be liable for its proper quality.

2. The performer's materials shall be paid for by the consumer upon conclusion of the said contract in full or at the rate provided for in the rules relating to the performance of certain types of work or in the contract for the performance of work, with accounts to be finally settled when the consumer accepts the work done by the performer unless another manner of settlement for the performer's materials has been provided in the parties' agreement.

3. In cases provided for in the rules or in the contract for the performance of work materials may be furnished by the performer to the consumer on credit. Any subsequent change in the price of the materials furnished on credit shall not entail recalculation.

4. The performer's materials and the equipment, tools and the like necessary for the performance of work shall be delivered by the performer to the place where the work is to be performed.

Article 35. Performance of work with the consumer's materials (property)

1. If the work is to be done in full or in part with the consumer's materials (property), the performer shall be liable for the safe custody of these materials (property) and the proper use of the same.

The performer must:

advise the consumer of any unfitness or inferior quality of the materials (property) delivered by the consumer;

submit an account of the material consumed and return the balance;

In case of the total or partial loss of (damage to) the materials (property) accepted from the consumer the performer must, within a three-day period, replace it with similar materials (property) and fabricate an article of similar material (property), if desired by the consumer, within a reasonable period of time, and in case the materials (property) of similar quality are unavailable - compensate the consumer for the twofold cost of the lost (damaged) material (property) as well as for the expenses incurred by the consumer.

2. The cost of the lost (damaged) material (property) shall be ascertained on the basis of the price of the material (property) existing at the place where the consumer's demand was to have been fulfilled by the performer at the date of voluntary satisfaction of such demand or, if the performer fails to satisfy such a demand voluntarily - at the date of the judgment of the court.

The cost of material (property) delivered to the performer shall be determined by the consumer and stipulated in the contract for the performance of work or any other document (receipt, order) evidencing the conclusion thereof.

3. The performer shall be relieved from any liability for the total or partial loss of (damage to) the material (property) accepted from the consumer, if the consumer has been warned by the performer of any special properties of the material (property) which may result in its full or partial loss (damage). The performer having no knowledge of the said special properties of the material (property) does not relieve him or her from liability.

Article 36. The performer's duty to inform the consumer of circumstances which may affect the quality of the work performed (service provided)

The performer must inform the consumer in time of the fact that the compliance with the consumer's instructions and other circumstances depending on the consumer endanger the quality of the work performed (service provided).

If the consumer, in spite of due and reasonable warning by the performer, fails to replace the unfit or inferior material, to change the instructions on the method of the performance of work (providing services) or to remove other circumstances endangering the quality of the work performed (service provided), the performer shall be entitled to cancel the contract for the performance of work (providing services) and to demand that his losses be recovered.

Article 37. The manner of settlements for the work performed (service provided)

The manner of settlements for the work performed (service provided) shall be determined by the agreement between the consumer and the performer.

The consumer must repay the work performed (service provided) by the performer upon its delivery in full, unless otherwise provided for in law or other legislative acts of the Russian Federation or in the contract between the consumer and the performer.

Article 38. Regulation of domestic and other servicing of the consumers

Rules of the domestic and other servicing of the consumers (rules of performance of certain types of work and rules of providing certain types of services) shall be approved by the Government of the Russian Federation.

Article 39. Regulation of certain types of services

The effect of breach of the terms and conditions of the contracts covering provision of certain types of services unless such contract are not regulated, due to their nature, by the present Chapter, shall be determined by law.

CHAPTER IV. THE STATE AND PUBLIC PROTECTION OF  
CONSUMERS' RIGHTS

Article 40. The authority of the Federal antimonopoly agency

1. The Federal antimonopoly agency (its territorial bodies) shall exercise the state supervision over compliance with consumer protection legislation of the Russian Federation.

The agency (its territorial bodies) shall serve:

within its competence - orders to manufacturers (performers, sellers) to cease violation of the consumer rights, including prevention of sale of the goods with expired period of fitness, and also prevention of sale of the goods (performance of work) for which the periods of fitness or periods of life should be but have not been established, and to suspend the sale of goods (the performance of work, providing services), if any adequate and sufficient information of the product (result of work, service) is unavailable;  
materials relating to violation of consumer rights - to the body that has issued the license for the respective activities - for solving the problem of suspending the license or its cancellation before expiration of its term;  
to public prosecutor's bodies, other law protection bodies, in accordance with their jurisdiction - the materials relating to solving the problems of initiating criminal cases against the crimes connected with violation of consumers' rights provided for by the consumer protection legislation.

2. The Federal antimonopoly agency shall furnish official clarification within the issues of the application of the consumer protection legislation of the Russian Federation.

3. The Federal antimonopoly agency (its territorial bodies) shall be entitled to conclude agreement with manufacturers (performers, sellers) on their compliance with the business rules and practices in the consumers' interests.

4. The Federal antimonopoly agency (its territorial bodies) shall be entitled to file claims with the courts for protection of consumer rights in cases where violations of consumer rights have been revealed, file claims with the courts in the interests of an indefinite number of consumers, including for the liquidation of a manufacturer (performer, seller) or for termination of activities of an individual entrepreneur for a repeated or gross violation of the consumer rights stipulated by law or any other legal act, and also to file claims with the arbitration courts against individual entrepreneurs for enforcement of fines imposed for non-fulfillment or delayed fulfillment of orders.

The Federal antimonopoly agency (its territorial body) may be drawn by the court to participation in the proceedings or join the proceedings by its own initiative to give an expert report on the case necessary for consumer rights protection.

Article 41. Duties of the manufacturer (performer, seller) relating to providing information to the Federal antimonopoly agency (its territorial bodies)

The manufacturer (performer, seller) must provide at the request of the Federal antimonopoly agency (its territorial bodies) by the date stipulated by this agency (bodies) any written, oral or other information necessary for exercising by the Federal antimonopoly agency (its territorial bodies) the powers provided for by the present Act.

Article 42. The authority of the Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services)

1. With a view to ensuring the safety of products (results of work, services), the Federal standardization, metrology and certification agency, the Federal sanitary and epidemiological supervision agency, the Federal environmental and natural resources protection agency and other Federal executive bodies (their territorial

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\*\*\*\*\* cessation of sale of products with expired periods of life and the products (results of work) which must have but have not any established periods of fitness or periods of life, and also of the requirements to suspend sale of products (performance of work, providing services) in case adequate and sufficient information of the products (results of work, services) is unavailable as well as the information relating to their recall from the consumers and the customers' information about such recalls;

file claims with courts, arbitration courts against manufacturers (performers, sellers) in case of their violation of requirements to the safety of products (results of work, services).

2. In order to ensure safety of products (results of work, services), the Federal standardization, metrology and certification agency, the Federal sanitary and epidemiological supervision agency and other Federal executive bodies exercising control over the quality and safety of products (results of work, services) shall set, within their respective jurisdictions, compulsory requirements to the safety of products (results of work, services) and exercise control over compliance with these requirements.

3. The coordination of activities of the Federal executive bodies exercising control over the quality and safety of products (results of work, services), as well as organizing and carrying out the work relating to compulsory certification of products (results of work, services) shall be entrusted to the Federal standardization, metrology and certification agency.

Article 43. Sanctions imposed by the Federal antimonopoly agency (its territorial bodies), the Federal standardization, metrology and certification agency (its territorial bodies) and other Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services)

1. The Federal antimonopoly agency (its territorial bodies) may impose fine on manufacturer (performer, seller) for evasion of execution or delayed execution of its legal order for cessation of violation of the consumer rights to the amount of five thousand fold minimum wage established by the Federal law. The fine shall be enforced by an officer of the Federal antimonopoly agency (its territorial bodies).

2. The Federal standardization, metrology and certification agency (its territorial bodies) and other Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services) within their respective jurisdictions may impose a fine in the following cases: evasion of execution or delayed execution of their legal order by manufacturer (performer, seller) - to the amount of five thousand fold minimum wage established by the Federal law; damage caused to the consumers by the products (results of work, services) not complying with the requirements to safety of products (results of work, services) - to the amount of five thousand fold minimum wage established by the Federal law; the sale of products (performance of work, providing services) including imported ones, without a certificate confirming compliance of the products (results of work, services) with compulsory requirements of standards - to the amount of the value of products (results of work, services) sold; violation of the rules relating to compulsory certification of products (results of work, services) by certification bodies as well as providing inadequate test results relating to the products (results of work, services) by test laboratories (centers) in case of their compulsory certification - to the amount of two-fold cost of the respective products (results of work, services);

3. The amount of fines provided for in Item 1 and Item 2, paragraphs two and three of the present Article shall, in each particular case, be ascertained commensurate to the damage caused and other circumstances. The fines provided for by Items 1 and 2 of the present Article imposed on manufacturer (performer, seller) as well as on

certification bodies, test laboratories (centers), with the exception of the fine imposed on an individual entrepreneur shall be collected in an acceptless manner within thirty days from the date of taking the respective decision of fine recovery.

The fines provided for in Item 1 and Item 2, paragraphs two and three of the present Article imposed on individual entrepreneurs shall be paid by them within thirty days from the date of being served the respective decision on imposing the fine. In case any individual entrepreneurs are evading from payment of the fine within a stipulated period or such fine is not paid in full, the bodies specified in Items 1 and 2 of the present Article shall be entitled to file an application with arbitration court for recovery of the respective fine sums from the individual entrepreneurs as well as the penalty amounting to one per cent of the fine sum or of its unpaid portion for each day of delay.

The fines provided for in Item 2, paragraphs four and five of the present Article and imposed on individual entrepreneurs shall be recovered in accordance with administrative legislation.

4. The sums of fines recovered under Items 1 and 2 of the present Article shall be paid into the Federal budget.

5. The manufacturers (performers, sellers) of products (results of work, services), certification bodies, test laboratories (centers) may apply to arbitration court for holding invalid in full or in part the orders issued by the Federal antimonopoly agency (its territorial bodies), the Federal standardization, metrology and certification agency (its territorial bodies) and other Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services), or for the cancellation or alteration of the respective orders for the imposition of fines.

Any orders or resolutions on the imposition of fines by the said Federal executive bodies (their territorial bodies) may be appealed against within six months from the issuing date.

Article 44. Consumer protection exercised by local authorities

With a view to consumer protection within the territory of a municipal formation the local authorities shall be entitled to:

consider consumers' complaints and consult them on consumer protection issues;

analyze contracts concluded by sellers (performers, manufacturers) with consumers in order to find terms infringing on consumers' rights;

upon discovery of products (results of work, services) of improper quality, and also dangerous for the consumers' life, health and property and for the environment - forthwith notify thereof the Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services);

in case of detection of the sale of products (results of work, services) unaccompanied with accurate and sufficient information or with overdue fitness periods, if establishment of such periods of fitness is compulsory - suspend the sale of products (performance of work, providing services) pending the furnishing of information or stop the sale of products (performance of work, providing services);

file claims with the courts of law to protect the interests of consumers (an indefinite number of consumers).

In order to ensure consumer protection, the local authorities shall form independently the structures of the respective bodies.

Article 45. Rights of public consumer organizations  
(associations, unions)

1. Citizens may associate on a voluntary basis in public consumer organizations (associations, unions) which act in accordance with the Federal Act "On local associations" and their respective by-laws.

2. Public consumer organizations (associations, unions) in cases provided for by the by-laws of the said organizations (associations, unions) shall be entitled to:

participate in the elaboration of requirements to the safety of products (results of work, services), and also of standards providing for compulsory requirements in this field, of draft laws and other legislative acts of the Russian Federation regulating the consumer protection relations;

conduct independent expert examinations relating to the quality and safety of products (results of work, services);

verify the observance of consumer rights and rules of trade, domestic and other types of servicing the consumers, participate, as commissioned by consumers, in expert examinations within the facts of violating consumer rights;

submit to the Federal executive bodies, organizations any proposals for measures to be taken to improve the quality of products (results of work, services), for the withdrawal from production and turnover of products (results of work, services) dangerous for the consumers' life, health and property and the environment;

participate jointly with the Federal executive bodies in the exercise of control over the application of regulated prices;

submit to public prosecutor's offices and the Federal executive bodies any materials for holding liable parties at fault for the

manufacture and sale of products (performance of work, providing services) not complying with the prescribed requirements to the safety and quality of products (results of work, services), as well as for violation of consumer rights stipulated by legislation of the Russian Federation;  
file to public prosecutor's offices the requests of entering protests for considering as invalid any acts of the Federal executive bodies, acts of the executive bodies of members of the Russian Federation and acts of local authorities contradicting to consumer protection legislation;  
file to courts for protection of rights of consumers (an indefinite number of consumers).

Article 46. Protection of interests of an indefinite number of consumers

The Federal antimonopoly agency (its territorial bodies), the Federal executive bodies (their territorial bodies) exercising control over the quality and safety of products (results of work, services), local authorities, public organizations of consumers (their associations, unions) shall be entitled to file a lawsuit with court for holding actions of a seller (manufacturer, performer) or organizations functioning as sellers (manufacturers) on the basis of contract unlawful in respect of an indefinite number of consumers and enjoining such actions.

Upon satisfaction of such a lawsuit the court shall bind the offender to bring to the consumer's attention the judgment within the appointed time through mass media or in any other manner.

The judgment of the court, which has come into effect, on holding actions of the seller (manufacturer, performer) or

organizations functioning as sellers (manufacturers) on the basis of contract unlawful in respect of an indefinite number of consumers shall be binding on the court considering the consumer's lawsuit relating to the civil legal effect of actions of the seller (manufacturer, performer) or organizations functioning as sellers (manufacturers) on the basis of contract on issues whether these actions have been committed and whether they have been committed by these parties.

Simultaneously with the satisfaction of the lawsuit filed by the public consumer organization (association, union) in the interests of an indefinite number of consumers or an individual consumer the court shall make a judgment to indemnify the consumer organizations (associations, unions) for expenses relating to the lawsuit, including the expenses incurred to employ experts for the case."

Article 2. To introduce to the RSFSR Administrative Offense Code (Information of the RSFSR Supreme Soviet, 1984, No. 27, p. 909; 1986, No. 23, p. 638; 1987, No. 23, p. 800; 1989, No. 10, p. 246; 1990, No. 10, p. 287; Information of the Russian Federation Congress of People's Deputies and the Russian Federation Supreme Soviet, 1992, No. 16, p. 838; 1993, No. 3, p. 97; No. 32, p. 1231; Collection of Legislation of the Russian Federation, 1995, No. 26, p. 2397; No. 30, p. 2866) the following changes and additions:

1. In Articles 157-1, 157-2, 224-4 - to replace words "the Antimonopoly Committee of the Russian Federation" in the respective forms with the words "the Federal antimonopoly agency" in the respective forms.
2. To exclude the last phrase from Article 224-4, paragraph two.

Article 3. The present Federal Act shall be enacted from the date of its official publication.

The provisions of Article 5, Items 2 and 4, Article 7, Item 4, paragraph one and Article 18, Item 1, paragraph eight of the Russian Federation Consumer Protection Act worded in Article 1 of the present Federal Act shall be enacted from the date of approval by the Government of the Russian Federation of the respective lists.

To commission to the Government of the Russian Federation:

to elaborate the legal acts provided for by the Russian Federation Consumer Protection Act as worded in Article 1 of the present Federal Act;

to bring all legal acts in compliance with the present Federal Act.

President of the Russian Federation B.Yeltsin

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