



REPUBLIC OF ALBANIA

THE ASSEMBLY

LAW

NR 9135, DATE 11.9.2003

“ ON CONSUMER PROTECTION”

Pursuant to article 78 and 83, item 1 of the Constitution of the Republic of Albania, upon proposal of the Council of Ministers,

THE ASSEMBLY

OF THE REPUBLIC OF ALBANIA

DECIDED

PART I

OBJECT, SCOPE OF APPLICATION AND DEFINITIONS

Article 1

Scope

This law treats the consumer's rights, the relationships among consumers, producers, sellers, suppliers and service providers, as well as control market and standardization structures. The purpose of the law is the protection of the health, environment, safety of life and other rights of the consumer, sanctioned in this law.

Article 2

Scope of Application

The law regulates the relationships among the consumers, by one part, and producers, sellers or service providers, by other part, and determines all obligations derived by international agreements, related to the interests of the consumer.

Article 3

Definitions

In the meaning of this law the following terms will be understood as follows:

1. "Unit Price" is the final price for measures used in the market such as: kilogram, liter, meter, square meter, cubic meter and other measures, including all taxes.
2. "Final Selling Price" shall mean the final price for a unit of the product, or a given quantity of the product, including all taxes.
3. "Conformity Statement" is the document, in which the producer declares, under his personal responsibility, that goods or services offered by him, are in conformity with technical rules, standard and technical specification.
4. "Contractual Guaranty" hereinafter "guaranty" is the contractual obligation of the producer, seller, supplier or service provider toward the consumer to repair, replace the goods and services or to reimburse the price paid for them, in accordance with the conditions provided in the guaranty statement and other accompanying papers.
5. "Placing of goods in the market and offering of services" is the moment when goods or services offered to the consumers for use.
6. "Out of business premise" is a working place, residence or school of the consumers, during an excursion or other analogue situations that does not respond a normal business situation.
7. "Consumer" is any person, who buys or uses goods and services to fulfill his own personal need, for purposes not related to trade, business or exercise of its profession. In the meaning of this law, the non-profitable organizations are also considered as consumers.
8. "Unfair term in contracts where consumer is contracting parties" is contractual term, which is invalid, because contrary to the requirement of good faith, it causes a significant imbalances in the parties' rights to the rights and obligations arising under the contract, to the detriment of the consumer.
9. "Dangerous good or service" is the good or service that do not comply with the definition contemplated in the item 1, article 6 of this law.
10. "Safe good or service" is the good or service that using in normal condition doesn't endanger life, health, property or environment.
11. "Consumer good", hereinafter as good, is all tangible, movable, and measurable item determined to be alienated or to be used by the consumers.
12. "Reserved goods" are goods separated from the other goods by the seller, to be served to specified categories of persons for which the seller is expressed preliminarily.
13. "Slogan" is the motto, which accompanies the message of the publication or the notification.
14. "Advertisement" is any publication form or economic activity announcement determined at promoting directly or indirectly the goods and services in the market.
15. "Advertisers" are producers, sellers or service providers that advertise their goods or services.
16. "Service" are the services determined to be offered to the consumers, by any foreseen manner in the Civil Code.
17. "Voluntary national standard" is any technical specification approved by national standardization body for frequent use, application of which is not obligatory and serves as a document for reaching quality level.
18. "Public Market Control Structure" are the inspection and testing bodies of different fields, related to the protection of consumers, which operate in the market, based on the competencies given by respective laws.

Article 4
Consumer Rights

The basic rights of the consumers are:

- a) the right of protection of health, environment, and safety of life
- b) the right of protection of economic interests
- c) the right to complain
- d) the right to claim compensation
- e) the right to education
- f) the right to acquire information informing
- g) the right to access public services
- h) the right of legal defense
- i) the right of being organized in associations or unions aiming the protection of consumers' interests and of representation in decision-taking bodies.

Article 5
Protection of rights

Competent state bodies and all natural and juridical persons, directly or indirectly related with consumer issues, compiles and develops the preventive politics in order to protect the basic rights of consumers as well as treats in special manner groups of weakened and sensitive consumers, such as: children, old, poor economically, disabled, ill people and those with limited mental or physical abilities.

PART II

CONSUMER SAFETY

CHAPTER I

SAFETY OF GOODS AND SERVICES

Article 6
General Safety Requirements

1. Producers, suppliers, sellers and service providers are obligate to place in the market only safe goods and services, regarding the following aspects:
 - a. Characteristics of goods including its content, quantity, presentation, packaging, labeling, instructions for assembling and maintenance, as well as instruction for use and disposal of consumption;
 - b. Characteristics of service including information given from the service providers, supervision of service performance, training of supervising personnel;
 - c. Effects of the goods and services to other goods and services;
 - d. Risk assessment on consumer categories, in particular in children and elderly when using the good or service.
2. The assessment of the general safety requirements of a good or service shall be made in accordance with technical rules, under the legislation in force and in other conditions, except those provide in item 1, article 6 of this law, in accordance with following elements;

- a. voluntary national standards;
- b. european standards drawn up in the Member State;
- c. international standards;
- d. recommends of the Council of European Union;
- e. the state of the art and technology;
- f. the reasonable consumer expectations concerning safety.

Article 7

The duties to follow up

1. The producers and service providers are obliged, within the limits of their respective activities, to follow up the safety conditions of their goods and services, from the moment of the placing in market as well as after this moment, for the defects which are not born after the placing in the market, through:

- a) testing goods distributed in the market;
- b) taking into account the consumers complaints against their goods and services distributed in the market;
- c) keeping relations with suppliers and sellers, who are obliged to advertise immediately the producer or service providers regarding the risks deriving from the goods.

2. When dangerous goods and services are observed, producers, suppliers, sellers or service providers, within the limits of their respective activities, are obliged to:

- a) to immediately inform the consumers regarding the dangerous goods and services. Informing has to be individually to the consumers, if it is not possible informing them publicly;
- b) to organize the withdrawal of dangerous goods and services from the market and directly from the consumers;
- c) to inform market control structures and the administrative body in charge of applying this law, for dangerous goods or services and also for taken measures.

CHAPTER II

OBLIGATIONS OF PRODUCER, SELLERS AND SERVICE PROVIDERS

Article 8

Obligation to give information

1. Producers, sellers and service providers are obliged, within the limit of their respective activities, to give to the consumers the complete information of buying goods and using services, or other existing services in the market.

2. The information shall be real, accurate and clear for all characteristics of the goods and services, as well their conditions of selling in the market. Information shall cover the following characteristics:

- a) The nature, producer identity, price, quality, quantity, utility, origin, period of use, manner of production and use, manner of maintenance and guaranty of goods and services.

- b) The risk of the goods or services when thus kinds of risks are not understood without respective warning.

Article 9
Language obligation

All the information regarding the goods and services shall be in Albanian language.

Article 10
Other Obligations

1. Producers, sellers or service providers in their working place are obliged:
 - a) Do not discriminate consumers.
 - b) to demonstrate the goods, upon the request of the consumer, if the nature of the goods allows it.
2. Producers, sellers and service providers are obliged to provide their goods and offered services with the statement of conformity, when this statement is required.
3. Producers, sellers and service providers are obliged to fulfill the hygienic-sanitary conditions for goods and offered services.

Article 11
Producer's Liability

The liability of the producer for the damage caused by the defects of his goods, his exemption from the liability and the liability time-limits are regulated by provisions of Civil Code of the Republic of Albania.

PART III

MARKETING PRACTICES

CHAPTER I

OBLIGATIONS OF SELLER AND SERVICE PROVIDER

Article 12

General Obligations

1. The seller or service provider is obliged to place in his working place: his trade name, address, working timetable and the information regarding the nature of goods and services provided.
2. In open markets, these obligations determined by local government bodies and the information has to been place in the entrance of the market.

Article 13
Labeling

1. The seller is obligated to equip the goods with the label in albanian language, wherein indicate name, producer's address, quantity, content, quality, date of production, date of expiration, manner of use and maintenance and warnings.

2. Labeling of food products should contain the elements provided by the law no. 7941, date 31/05/1995 "On food products" and different by-laws in its implementation.

3. The seller is not entitled to remove or change the label of the goods or any additional information provided by the producer or suppliers.

4. The pharmaceutical products are exempted from item 3 of this article, for these product apply the law no. 7815, dated 20/04/1994 "On Pharmaceutical products" and other different by-laws in its implementation.

5. When the nature of the goods does not allow labeling, the seller is obliged to ensure upon the request of the consumer, information according with item 1 of this article.

Article 14
Price Index

1. Any good offered to consumers shall indicate the sale price:

- a) For packed products, the price on packed quantity and per unit price shall be given
- b) For not pre-packed products, which are measured in the presence of the consumer is sufficient price per unit.
- c) In cases when per unit price of goods is the same with the selling final price, selling final price is sufficient.

2. For all services, offered to the consumers is obligatory indication of the final price. If the service is composed of different separate parts, the price of each price as well as the final price should be given. If there is no final price at the time of the conclusion of the contract, the method of how the method calculated price, must be indicated by the service provider.

3. All price indices shall be unambiguous, easily identifiable and clearly legible.

4. Sale price of goods and offered services shall be given in lek as well in the cases where this price is expressed in others currency unit.

5. The items of this article, except the item 4, are not apply to goods and services obtained through auction, and to the sale of antiquaries and artworks.

Article 15
Invoices

1. The seller or service provider is obliged to give to the consumer invoice for the sold goods or services provide.

2. The seller or service provider is obliged to allow the consumer, upon his request, to verify the calculated sum for the quantity of the goods he bought or services provide, in conformity with the requested quality.

Article 16

Wrapping of good and other notes putting on *it*

1. The seller is obliged to sell the good with regular and safe wrapping. In the case of self-service sale of goods, the sellers is obliged to provide the consumer with an appropriate and safe packaging material.

2. The seller is obliged to determine the reserved goods, duration and reason the reservation is made. The same thing shall be done for the sold and paid goods, which stand in the marketplace up until they are sent or received by the consumers.

3. The seller shall provide the consumer with advance information when sells used or changed goods, as well as defected goods not affecting their safety. These goods shall be separated from the other goods and putting the note "used goods" or "defected goods".

Article 17

General rules about rebates

1. In the cases of rebates, in the respective selling or service-providing centers, a clear information must be given about goods or services that are covered by this rebate, as well as about the conditions and period of rebate.

2. Selling price of goods or services, before and after rebate, shall be indicated unambiguous, easily identifiable and clearly legible.

3. Goods to which rebate is applied because of:

- a) Near the termination of the period of use
- b) Defects

must be separated physically from other goods. Goods according item a) must have clearly shown the expiry day.

Article 18

Contractual guaranty

1. The guaranty statement shall be given to the consumer, upon his/her request, in Albanian language, and if it is possible, in one of European Community official languages. The guaranty shall be plain and contain necessary data- name of goods and services, name and address of the guarantor, time limit and the territorial scope of the guaranty.

2. The producer, seller or service provider is obligated to complete the guaranty statement in compliance with the item 1 of this article.

CHAPTER II

ADVERTISEMENT

Article 19

Advertisement

The advertisement messages shall be in Albanian language, except slogans or parts of their message that can be expressed even in another language.

Article 20

Unfair advertisement

1. This law prohibits the use of the misleading and unfair advertisement of goods and services.
2. The advertisement is unfair, when will be note these elements:
 - a) discrimination regarding to the sex, race, religion, nationality, political convictions, age, physical and mental peculiarities;
 - b) efforts to provoke anxiety or to profit from the lack of experience of the consumer;
 - c) inappropriate explanations toward consumers, which have no sufficient knowledge for the games, which promise easy profits;
 - d) creating of the confusion to the consumer, presenting goods or services in the likely manner with the well-known goods or services;
 - e) causing moral harm and mental anguish to the children;
 - f) increasing enormously the value of advertised goods or services.

Article 21

Deceptive Advertisement

To the deceptive advertisement, for the damage caused as well as immediate banning of this advertisement, shall apply the provisions of Civil Code of Republic of Albania.

Article 22

Comparative advertisement

1. "Comparative Advertising" means any advertisement, which explicitly or by implication identifies amongst other competitors a producer, seller or service provider or goods or services offered by them.
2. The comparative advertising is permitted when fulfill the following conditions:
 - a) it is not deceptive according to article 635 of Civil Code of the Republic of Albania;
 - b) it compares goods or services meeting the same needs or intended for the same purposes;
 - c) it objectively compares one or more important, verifiable and representative characteristics of those goods and services (may include and the price);
 - d) it does not create confusion in the market place relating to the advertiser and competitor or relating to trade marks, trade names, other distinguishing marks, goods or services of advertiser with those of other competitors;
 - e) it does not discredit or denigrate the trade marks, trade names, other distinguishing marks, goods, services, activities, or circumstances of a competitor;
 - f) for products with designation of origin relates to products with the same designation;
 - g) it does not profit, in unfair mode, by the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products;
 - h) it does not present goods or services as imitations or replicas of goods or services bearing a protect trade mark or trade name.

3. Any comparison referring to a special offer shall indicate in a clear and unequivocal way the date on which the offer ends, and, where the special offer has not yet begun, the date of the start of the period during which the special price or specific conditions shall apply. The advertisement has to indicate, that the special offer is related to the availability of the good and services that can be provided.

Article 23

Responsibility on the advertisement

The advertisers and advertising agencies are individually and/or collectively responsible for their unfair and deceptive advertisements.

PART IV

UNFAIR CONTRACTUAL TERMS AND CONFORMITY WITH THE CONTRACTS

CHAPTER I

UNFAIR CONTRACTUAL TERMS IN CONTRACTS

Article 24

Unfair terms

There are unfair contractual terms, in case of contracts in forms of module, blanks or standard types, similar with that, those that are put for the interest of the seller or service provider, which are not approved separately in written form by the consumer, and changing the principles and impartial rules, that in a particular manner aim to:

- a) oblige the consumer to fulfill all his obligations, in contrast with seller or service provider, where the seller or supplier does not oblige to perform his own obligations;
- b) allow to fix in the contract not specified prices or not enough specified;
- c) allow the increase of price without giving the right to consumer of withdrawal from the contract, if the price in the contract, in the moment of delivery of goods or the provision of services is higher than the price of stipulated contract;
- d) give the seller or service provider the right to determine by themselves whether the goods or services are in conformity with the terms indicated in the contract;
- e) enable the seller or the service provider to alter the terms of the contract unilaterally and without a valid reason;
- f) enable the seller or service provider to alter unilaterally and without a valid reason any characteristics of the good or service to be provided;
- g) require from consumer the payment of higher sums as compensation, in case of no fulfillment by consumer of his obligations;
- h) transfer without consent of consumer his contractual obligations to a third party that is not mentioned in the contract;
- n) exclude or hinder the exercise of the rights of consumer for legal indemnification or to take legal action to the court.

Article 25

Requirement for annunciation of the invalidity of unfair terms

1. The state administrative bodies for consumer protection and consumer associations, ask the producers, sellers, suppliers or service providers the suspension of further including in contract of the unfair term.

2. When the producer, seller, supplier or service provider does not respond to this request, within two weeks following the notification, according to the item 1 of this article, the state administrative bodies, responsible on protecting the consumers and consumer associations may take legal actions to the court for annunciation of the invalidity of unfair terms.

CHAPTER II

CONFORMITY WITH THE CONTRACT

Article 26

Contractual conformity

1. Goods are in conformity with the contract if, aside from the general rules provide in the provisions of the Civil Code of Republic of Albania, taking into account the characteristics of the goods made by the producer, seller in public statements, particularly in advertising or labeling.

2. Any lack of conformity resulting from incorrect installation of the goods shall be deemed as such, if installation is part of contract of sale. In this case the installation shall be made by the seller or under his responsibility.

Article 27

Obligations deriving from guaranty

1. Producers, suppliers, sellers must ensure spare parts necessary for maintenance and repair of goods, within the period of guaranty, as well as spare parts for goods in sale.

2. The cost of the transport for heavy goods, within the period of guaranty, for the purpose of repair or replacement with another good, will be covered by seller, as well as for their return to the consumer.

Article 28

Time-limit

1. The seller shall be held liable for the lack of conformity with the contract according to time –limits decided in the article 717/2 of Civil Code of Republic of Albania.

2. Unless otherwise proved, any lack of conformity that becomes apparent, within a period of six months from delivering of the goods, shall be presumed as it existed at the time of delivering, unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.

Article 29
Objection of defects

1. The seller is obliged to accept complaints for goods in every place where its activity exercised or represented, unless when another person is authorized to repair goods.

2. An authorized person to accept objection of defects must be present in the working place during all service time.

3. The seller or the authorized person shall immediately or within three working days decide on the acceptance of the objection. This interval does not include necessary period that is needed for the expert to determine the defect. The solution of complaint cannot take more then thirty calendar days.

4. The period of time for complaint and repair is added to the period of guaranty.

PART V

RELATION BETWEEN CONSUMER AND SELLER OR SERVICE PROVIDER IN PARTICULAR CONTRACTUAL FORMS

CHAPTER I

SELLING AND OFFERING SERVICES OUT OF BUSINESS PREMISES

Article 30
Selling and offering services out of business premises

Contract of selling and offering services out from business premises concluded between a seller, supplier or service provider and a consumer, under an organized direct marketing scheme or service promotion run by the seller, supplier or service provider, who for the purpose of the contract makes use of one or more means of direct communications, up to and including the moment at which the contract is concluded.

Article 31
Right of withdrawal

1. The seller, supplier, and service provider shall be required to give consumers written notice of their right of withdrawal within the period of seven calendar days from contract conclusion, together with the name and address of a person against whom that right may be exercised.

2. The seller, supplier or service provider, within eighty calendar days following the notification on the rescission of contract, receives back the distributed goods and turns back the amount paid for the goods or services provided.

CHAPTER II

SELLING AND OFFERING SERVICES IN DISTANCE

Article 32

Selling and offering services in distance

1. Contract of selling and offering of services in distance concluded between the consumer and seller, supplier or service provider under an organized distance sales or service-provision scheme run by the them who, for the purpose of the contract makes exclusive use of one or more means of distance communication, up to and including the moment at which the contract is concluded.

2. Means of distance communication means any means which, without simultaneous physical presence of both parties, may be used for the conclusion of the contract, such as: letter, catalogues, electronic mail, facsimile machine, telephone, teleshopping.

Article 33

Necessary information before concluded of distance contract

In good time prior to the conclusion of any distance contract, the consumer shall be provided with the following information:

- a) the identity, address of the seller or service provider;
- b) the main characteristics of the goods and services;
- c) data such as the price and quantity;
- d) costs not included in the price;
- e) the arrangements of payment;
- f) the arrangements of distribution;
- g) the right of consumer to withdrawal from the contract;
- h) conditions upon which goods can be returned or the service can be refused;
- i) the period for which the offer remains valid.

Article 34

Information in distance contract

The consumer receive, besides the information referred in article 33, a written confirmation from his seller or service provider, in good time during the performance of the contract and at the latest at the time of delivery of goods, for:

- a) the conditions and procedures for exercising his right of withdrawal from the contract;
- b) the geographical address to which the consumer may address any complaints;
- c) on after-sales services and guarantees if exist;
- d) the conclusion for canceling the contract

Article 35

The right of withdrawal

1. Consumer has the right of withdrawal from the contract according to the article 32 without any penalty and without giving a reason, within a period of seven calendar

days, starting from the day of delivery of the goods or conclusion of the contract to provide service if the service is not provided within this period.

2. When the consumer is not informed about his right of withdrawal from the contract, the period according item 1 of this article will start from the moment when the consumer is informed.

3. Where the right of withdrawal has been exercised by the consumer, within the period stipulated in item 1 of this article, the consumer shall notify before the end of the period the seller or the service provider, who shall be obliged to reimburse free of charge the sums paid by the consumer.

4. The only charge that may be made to the consumer because of the exercise of his right of withdrawal is the direct cost of returning the goods.

Article 36

No application cases

1. The articles 32, 33, 34, 35 will not applied for the contracts referred to:
 - a) Continuous supply with foodstuff;
 - b) Field of telecommunication through the use of public phones.
2. The selling in distance, according to the articles 32, 33 and 34 of this law, is invalid in cases when:
 - a. the supply of goods ore services to a consumer without their being ordered is accompanied with a demand for payment;
 - b. the approval of consumer is missing.

CHAPTER III

SALE OF ENERGY, WATER AND TELECOMMUNICATION SERVICES

Article 37

Manner of invoicing

1. The sale of energy shall be calculated on the basis of the real consumption, read in measurement equipments of consumers. The value of the consumption will be presented in an invoice together with the price in a clear, legible and unambiguous way.

2. The sale of water shall be calculated on the basis of the consumption. The value of the consumer shall be presented in a receipt together with the price in a clear, legible and unambiguous way.

3. The invoice for services of telecommunication given to the consumer shall contain full information related to: the list of the called phone numbers, time and duration of made calls, number of impulses and total price for the certain period.

4. The invoices presented to the consumer shall give him the possibility to exactly verify the calculation of sale or provided service in a certain period.

5. Invoices shall be handed over officially to the consumer in his residence, via mail or personal delivery, and no later than fifteen calendar days, prior the deadline of their payments.

6. The services towards the consumer regarding, the compilation and delivery of the invoice, shall be made free of charge.

Article 38
Obligations of Service Providers

1. The service provider shall guaranty safety, quality and continuity of the service.
2. Providing connection, distribution network as well as maintenance service for energy, water and telecommunication shall be done for all consumers in equal and not discriminatory conditions.
3. The consumer has the right to be compensated in cases of:
 - a) technical interruption, that are not caused by major forces, by declaring national emergency, and that are not announced before and have been an obstacle for the consumer to use those services for a period more that 24 hours.
 - b) when the service provided is defective and has caused damage to the consumer.

CHAPTER IV
ELECTRONIC COMMERCE

Article 39
Electronic contracts

1. Electronic contracts concluded between the information society service provider from one part and consumer from other part, without their simultaneous physical presence.
2. The service of information society is the service provided "By electronic means" for the purpose of item 1 of this article, that is sent initially and received at its destination by means of electronic equipment for the processing (including digital compression) and storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electro-magnetic means.

Article 40
General information in electronic contract

1. The information society service providers shall render directly and permanently accessible to the consumers the following information:
 - a) The name of the service provider;
 - b) The geographic address at which the service provider is established and the details of the service provider, including telephone number, fax and electronic mail address;
 - c) Where the service provider is registered in a trade or similar public register, the trade register in which the service provider is entered and his registration number or equivalent means of identification in that register.
2. The information referring to price are to be indicated clearly and unambiguously and in particular, must indicate whether they are inclusive of tax and delivery costs.

Article 41

Other Information in electronic contract

1. The information society service provider shall render to consumers comprehensibly also the following information:
 - a) The different technical steps to follow to conclude the contract;
 - b) Whether or not the concluded contract will be filed by the service provider and whether it will be accessible;
 - c) Technical means for identifying and correcting input errors prior to the placing of the order;
2. Contract term and general conditions provided to the consumers must be made available in a way that allows him to store and reproduce them.
3. For the right of withdrawal from the contract, article 35 of the law is applied.
4. Items 1 and 2 of this article shall be given in Albanian language or in one of European Community official languages.

Article 42

No application cases

The electronic contracts shall not apply to all contracts falling into one of the following categories:

- d) Contracts requiring by law the involvement of courts or public authorities,
- e) Contracts establishing or transferring rights on immovable properties, except of the right of hiring,
- f) Contracts of guaranty given to the persons acting for purposes outside their trade, business or profession,

Article 43

Placing of the order

1. The information society service provider, in cases where the consumer places his order through electronic means, is obliged to acknowledge the receipt of the consumer's order without undue delay.
2. The order and the acknowledgement of the receipt are deemed to be received, when the parties to whom they are addressed, are able to access them.
3. The information society service provider shall ensure that makes available to the consumer appropriate, effective and accessible technical means, allowing him to identify and correct input errors, prior to the placing of the order.

CHAPTER V

TIME-SHARING CONTRACTS

Article 44

General information

1. The service provider is obligated to provide the consumer with information on the immovable property or properties, on the particulars for:
 - a) the identities and domiciles of the parties;

- b) the exact nature of the right which is the subject of the contract and a term setting out the conditions governing the exercise of that right;
 - c) an accurate description of that property and its location;
 - d) where the immovable property is under construction:
 - the state of completion, the deadline and guarantee related with its completion;
 - the state of completion of the services rendering the immovable property fully operational (electricity, water, telephone connections and gas);
 - e) the common services, involving lighting, water, maintenance;
 - f) the common facilities, such as swimming pool, sauna, etc. to which the purchaser has access and where appropriate on what conditions;
 - g) the principles on the basis of which the maintenance of and repairs to the immovable property and its administration and management will be arranged;
 - h) the price to be paid by the purchaser to exercise the contractual right: an estimate of the amount to be paid by the purchaser for the use of common facilities and services, the mandatory statutory charges (for example, taxes) and the administrative overheads;
 - i) information on the right to cancel or withdraw from the contract and indication of the person to whom any letter may be sent: precise indication of the amount of the costs which the purchaser will be required to defray, if he exercises his right to withdraw.
2. The information in item 1 of this article, shall be included in the contract.
3. Unless the parties otherwise agreed, only changes resulting from circumstances beyond seller's control may be made to the above-mentioned information. Any changes to that information, shall be made to the consumer before the contract is concluded. The contract explicitly mentions any such changes.

Article 45

Element of the time sharing contract

1. The contract shall be in writing, includes besides the specified information in the article 44, the following terms:
- a) The exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration: the date on which the consumer may start to exercise the contractual right;
 - b) Whether or not is possible to join scheme for the exchange or resale of the contractual rights, and any costs involved should be specified in an exchange and/or resale scheme organized by the service provider or by a third party designated by him in the contract.
 - c) A term stating that acquisition will not result in costs, charges or obligations other than those specified in the contract.
 - d) The date and place of each party's signing of the contract.
2. The contract are drawn up on Albanian language and official language of the state of the immovable property is situated. In the last occasion the service provider provides also the consumer with a certified and notarized translation of the contract in Albanian language.

Article 46

The right of withdrawal from the contract

1. The consumer must withdraw without giving any reason within seven calendar days prior the conclusion of and notify the person whose name and address appear in the contract.

2. When the consumer exercises the right provided in the item 1 of this article, he will defray only those expenses determined in contract, which are in compliance with provisions of Civil Code in the Republic of Albania and are incurred as a result of withdrawal from a concluded contract.

3. The consumer shall not defray any advance payments before the end of the period during which he may exercise the right of withdrawal.

Article 47

The cancellation without penalty of credit contract financing a time-sharing contract

If the price is fully or partly covered by credit granted by the service provider, or if the price is fully or partly covered by credit granted to the consumer by a third party on the basis of an agreement between the third party and a service provider, the credit agreement shall be cancelled without any penalty if the consumer exercises his right to cancel or withdraw from the contract as provided for in Article 46.

PART VI

THE STATE BODIES AND THE RESPONSIBLE SUBJECTS ON CONSUMER PROTECTION

CHAPTER I

THE STATE RESPONSIBLE BODIES ON CONSUMER PROTECTION

Article 48

Consumer Protection Department

The responsible structure on consumer protection is the Consumer Protection Department, which operates in the Ministry that covers the Trade, and the object of its work is the management, organization and supervision of the activities on the consumer protection and market surveillance.

Article 49

Coordinative Council

1. For the matters concerning protection of consumers, a Coordinative Council is established, as chairman the Minister that covers the Trade, composed by representatives of state administrative bodies, related with protection of consumers, as

well as representatives of consumers associations, from them is voted in vice-chairman, and of business community.

2. The Premier shall approve the composition of the Coordinative Council.

3. The Coordinative Council compiles the activity regulation, which shall be approved by the Chairman.

4. The obligation of the Coordinative Council is the analyzes of the sectorial policies, different normative acts concerning consumer protection and market surveillance.

Article 50

Functions of Consumer Protection Department

The Consumer Protection Structure has the following responsibilities:

a) Studying and submission of proposals related to the compilation and development of a national policy for consumer protection, as well as for market surveillance;

b) Preparation and analysis of normative acts and other regulatory measures to address issues related with the consumer protection and market surveillance;

c) Coordination of the activities of market control structures in framework of the implementation of this law, as well taking of the information in the cases of legal infringement;

d) Proposing to take decisions for the rapid recall of dangerous products from the market.

e) Proposing to take necessary measures to protect the health, safety and economic interests of consumers;

f) Requirement for the suspension of further including in contract of the unfair term as well for the announcement of the invalidity of the unfair terms

g) Cooperation with central and local government bodies on consumer protection;

h) Cooperation with the associations for consumer protection in the handling and solution of consumers complaints;

i) Supporting initiatives in order to promote interests of consumers of non-profitable organizations that operate in this field;

j) Cooperation and exchange of stand points with domestic and international counterpart institutions and consumer associations;

k) Making sensitive and continuous information to consumers.

Article 51

Market Surveillance

1. Public market control structures, concerning safety of goods and services, are granted with the powers to:

a) require the necessary information from the producers, sellers and suppliers;

b) organize checks for goods and services, even after placing them in the market as safe products;

c) take samples of goods, in order to control their safety and the declaration given in the label;

d) inspect the trading conditions of goods and services;

e) prohibit the placing of goods and services in the market, during the time of safety control, when have doubts concerning their safety;

f) withdraw dangerous goods and services from the market and if it is necessary, destroy them;

- g) announce the consumers regarding the dangerous goods and services and be enable their recall to the seller or service provider;
 - h) prohibit the import and export of dangerous goods.
2. Coordination and monitoring the activities of public market control structures is determined by the Decision of Council of Ministers.

CHAPTER II

NON PROFITABLE ORGANIZATIONS

Article 52

Consumer associations

1. Consumer associations are organizations from producers, sellers, suppliers or service providers and has as statutory aim the protection of consumer rights.
2. The consumers have the right to organize on voluntary basis independent consumer associations in order to protect their interests.
3. The association itself appoints its representatives being invited by state administrative bodies for matters related to the consumer protection.
4. The officials serving in state administration bodies dealing with consumer protection issues shall not have leading functions in consumer associations.

Article 53

Rights of Consumer Associations

1. The Consumer Associations are competent to:
 - a) Inform and raise continuously awareness of the consumers on their rights;
 - b) Organize and manage the consumers advice centers in order to educate the consumers with commercial ethics;
 - c) Handle and follow up the consumer complaints;
 - d) Exchange information with the central and local government bodies and give advice on the draft laws, regulations or other issues related to the consumer protection;
 - e) Inform central and local government bodies, as well as control market structures on cases of violations of consumer rights, being either individual or collective rights;
 - f) Carry out independent tests on quality and safety of goods and services in the market and make public results of the tests;
 - g) Take legal actions to the court against producers, sellers, suppliers and service providers, in cases of consumer rights violations;
2. Be supported by the means of public information on publishing and broadcasting news, announcements and editions in particular cases where consumer interests are significantly affected.

CHAPTER III

COMPLAINT HANDLING

Article 54 **Complaint**

1. The consumer, whose rights are infringed, is entitled to make a complaint to the state administrative bodies for the consumers protection, arbitrage court, also to the judiciary.

2. The state administrative bodies responsible for consumer protection and consumer associations, when observe deviation from the requirements of this law, ask from the producers, sellers, suppliers or service providers to apply this law.

Article 55 **Ombudsman**

The consumers or their associations, which claim for their rights infringed by illegal and irregular actions or omissions by the state administrative bodies, has the right to make a complain nearby the Ombudsman, in accord with law No.8454, date 04.02.1999 "On Ombudsman".

PART VII

ADMINISTRATIVE OFFENCIES

Article 56 **Administrative violations**

The violations of the provisions of this law, when do not constitute penal act, constitute administrative violation and will be penalized as follow:

1. 10.000 leke up to 50.000 leke, for violations of the provisions foreseen in articles 8, 9, 10, 12, 13, 14, 15, 16, 17, 33, 34, 40 and 44
2. 50.000 leke up to 100.000 leke, for violations of the provisions foreseen in articles 18, 20, 22, 27, 29, 31, 35, 41, 43 and 45.
3. 100.000 leke up to 500.000 leke, for violations of the provisions foreseen in articles 6, 7, 24, 25 and 26.

Article 57 **Execution of fines**

1. The public market control structures have the right to take administrative measurements for administrative violations, determine in article 56 of this law.

2. The public market control structures according to the item 1 of this article, take the following measures:

- a) Food Inspectorate, takes administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 29, 31, 33, 34 and 35 of this law;

- b) Veterinary Inspectorate, take administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 29, 31, 33, 34 and 35 of this law;
- c) State Sanitary Inspectorate, take administrative measures according to articles 6, 7, 10 item 3 and 16 of this law
- d) National Center for Medicament Control and Pharmaceutical Inspectorate, takes administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 29, 31, 33, 34 and 35 of this law;
- e) Electric Equipments and Installations Inspectorate, takes administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 27, 29, 31, 33, 34 and 35 of this law;
- f) Inspectorate of Under Pression Equipment, takes administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 27, 29, 31, 33, 34 and 35 of this law;
- g) Inspectorate for Oil, Gas and their Sub-Products Control, takes administrative measures according to articles 6, 7, 8, 9, 10 item 2, 13, 16, 17, 18, 27, 29, 31, 33, 34 and 35 of this law;
- h) National Directorate of Calibration and Metrology, takes administrative measures according to articles 6, 7, 13 of this law;
- i) General Directorate of Customs, administrative measures according to articles 6, 10 item 2 and 13 of this law;
- j) General Directorate of Taxes, takes administrative measures according to articles 14, 15 and 17 of this law;
- k) Local structures dependent on local government bodies, takes administrative measures according article 12 of this law.

3. The procedure to submit a complaint against decisions taken according to item 1 of this article shall be made in accordance with the procedures determined in the normative acts of respective bodies imposing fines.

PART VIII

GENERAL PROVISIONS

Article 58

The Council of Minister is in charge of issuing bylaws stipulated in articles 51 of this law.

Article 59

The law no. 8192 dated 06.02.1997 "For Consumer Protection" shall be abrogated.

Article 60

This law enters into force 15 days after its publication in the Official Gazette.

HEAD OF THE PARLIAMENT

SERVET PELLUMBI