

Law of Georgia on Consumers' Rights Protection

This Law defines legal, economic and social principles of consumers' rights protection throughout Georgia.

The main definitions used in the Law:

“Consumer” means a user, purchaser, and customer of a good (work, service) for personal consumption, or an individual having such an intention;

“Manufacturer” means a product manufacturing enterprise, organization or individual entrepreneur;

“Executive” – an enterprise, organization or entrepreneur fulfilling works or rendering services;

“Products” means goods, service and/or work;

“Seller” means an enterprise, organization, or individual engaged in sales of products under a purchase agreement;

“Agreement” means an oral or written agreement between the Seller and the Buyer on the quality, price, terms and other conditions under which an act of purchase and sale is being effected; an agreement may be executed by a receipt, purchase receipt or other instrument in writing;

“Standard” means a standard, sanitary norms and rules, construction norms and rules, as well as other instruments that in compliance with Georgian legislation define (establish) mandatory requirements to the product quality;

“Compulsory certification” means the evidencing of the product's conformity to the quality standard requirements by an appropriately authorized agency;

“Fault” means individual non-conformities of the product characteristics to the mandatory standard requirements, terms of an agreement, as well as the goods information furnished by the manufacturer (executor, seller);

“Essential fault” means a fault rendering inadmissible or impossible the use of products for its designated purpose, or when its elimination is impossible or is associated with much expense of time and labor, or which reveals itself after the fault has been eliminated;

“Regulatory body” means a body enjoying special authority and created in accordance with the Law of Georgia “On Regulatory Bodies” (22.07.2003, No. 2539).

Chapter I. General Provisions

Article 1. Legislation on the protection of consumer rights

The legislation of Georgia concerning the protection of consumer rights consists of this Law, the Law “On Antimonopoly Activity and Competition” and other statutory acts published in accordance therewith.

Article 2. Consumers' rights

All Georgian consumers have the right to demand:

the conformity of the good, work, trade or other kind of service to the appropriate quality standard;

the safety of products;
the appropriate information concerning the products' quantity, quality and range;
the compensation of damage caused by substandard or dangerous for the consumer's health and life, as well as property products;
the protection of own rights in court and by an appropriately authorized governmental agency;
the incorporation into consumers' associations and societies.

Article 3. Consumer's right to quality products

1. The seller (manufacturer, executor) is obligated to offer the consumer a product, which conforms to the quality standard requirements, the terms of agreement, as well as to the information about the products produced by the seller (manufacturer, executor).

The manufacturer (executor) shall secure a possibility of purposeful usage of the products within the terms fixed thereby or in agreement with the consumer.

The manufacturer shall secure a possibility of the good' repair an/or maintenance for the entire term of its production, whereas in the event of its phasing-out of production – within the terms indicated in this article.

2. The consumer may demand that the products under general conditions of their storage, transportation and use be safe to his life, health and environment, as well as not endanger his property.

3. The compulsory requirements that ought to ensure the safety of the consumers' life, health and environment, as well as the conditions necessary for preventing any damage to the consumer's property shall be defined under a standard.

Requirements by individual product categories shall be defined under Georgian statutory acts. In case the standard containing mandatory safety requirements to the product categories which use might endanger the consumer's life health and property not available, the appropriate state administration bodies shall immediately secure the drafting and effect of such standards, either suspends the products sale as necessary.

4. Products, which use upon expiry of a definite term may endanger the consumer or his property shall be subject to the fixing of shelf life. Concurrently, the consumer shall be warned of necessary measures to be taken after expiry of such terms and of the expected outcomes in case they are not observed.

5. The manufacturer shall ensure products' safety for the term of their fixed shelf life.

A damage resulting from violation of such requirement shall be subject to reparation as per Article 10 of this Law.

6. If for the safety of products' storage, transportation and utilization special regulations are to be complied with, the manufacturer (executor) shall furnish the consumer with information thereon.

7. Products to which necessary conditions ensuring the consumer's life, health and environment safety, as well as preventing damage to property thereof are established under statutory acts and standards shall be subject to compulsory certification.

The sales of products, the execution of work and the rendering of services without certification evidencing conformity to the requirements stipulated in section one of this paragraph are not permitted. A certificate produced to customs bodies to be issued or acknowledged by duly authorized Georgian body shall serve as grounds of a permit for importing goods to Georgia.

Responsibility for violation of the products' safety requirements, as well as for unsubstantiated grant of a certificate as provided for in this paragraph shall be defined under the procedure established by law.

8. Where it is established that the consumer's storage, transportation or utilization rules endangers or may endanger the environment, the consumer's life, health and property, the manufacturer (executor, seller) shall immediately suspend manufacture (sales) of such products until the causes therefore are eliminated, or take necessary steps for their withdrawal from usage and recover from the consumer, as required.

Where elimination of the above causes is impossible, the manufacturer (executor) shall terminate manufacture of said products. In the event the manufacture fails to comply with said obligations the products shall be withdrawn from usage on the basis of an appropriate order by state administration bodies controlling product safety.

The damage in connection with removal of products from the consumer shall covered in full by the manufacturer (executor).

Article 4. Consumer's right to information

In selling goods or rendering services the Seller (manufacturer) shall, upon the consumer's request, provide him with information about the saleable products and services. For providing false information the seller (manufacturer) shall be liable under the procedure established by law.

Article 5. Manufacturer (executor, seller) information

1. The manufacturer shall provide the consumer with information about its seat or full name. Said information shall be reflected in the trademark, or be furnished to the consumer by appropriate means under the applicable legislation.

2. Trade, municipal and other types of enterprises shall:

have a signboard containing data on the activity profile and the organizational forms, company name and operating conditions;

provide the consumer with products' sale regulations applied thereby.

3. The rules stipulated by paragraph two of this Article, apply upon rendering of distribution, public and other kinds of services on temporary premises in markets, booths, as well as in the cases if the trade and services take place outside the permanent location of distribution public and other service establishments.

Article 6. Product information

1. The manufacturer (seller) shall furnish the consumer with necessary, reliable and complete product information so to enable him to make a right choice.

2. The following product information shall be furnished to the consumer:

a) the name and type of a product;

b) the company name and address/seat of the product manufacturer, the country where the product was manufactured;

c) the shelf life of the product (the last date of the product's use or date of manufacture) whose consumer properties are deteriorated with time (food, cosmetics, drugs and household chemical products);

d) the product's weight and/or volume;

e) the name of the technical regulations and/or standard the requirements of which the products complies with;

f) the list of principal consumer properties of a product, for a food product also the caloric value and vitaminization, in the case of containing harmful substances – an reference to their possible counter indications upon use during individual diseases, a list of food additives applied in the process of manufacture;

g) the products' productive and safe application rules and conditions, as well as special storage rules;

h) the products' price and other purchase terms;

i) the guarantee time and/or other obligations if specified by the manufacturer (executor, seller);

j) the actions to be performed by the consumer after the product's shelf life has expired and the expected outcomes in the case of their non-performance;

k) the requisites of a place for accepting consumer claims, the address of a maintenance and repair production unit;

l) concerning products' certification where the given type of products is subject to compulsory certification;

m) the work (service) performance (rendering) procedures.

3. The information provided for by paragraph 2 of this Article shall be furnished to the consumer upon request in writing and/or orally, unless paragraph 4 of this Article provides otherwise.

4. In the case of food, cosmetic, medical and household chemical products, the information provided for in subparagraphs (a) to (g), paragraph 2 of this Article, and that provided for in subparagraphs "a", "b", "e" and "i", paragraph 2 of this Article in the case of household appliances shall be furnished to the consumer in the Georgian language and placed on the product's packing, label or sticker, while due to their small size or other valid reason it is impossible, it shall be placed in the packing list attached to each product's unit or in any other form accepted in production.

5. For purposes of paragraph 4 of this Article the notion/term, "food products" shall not comprise the processed agricultural (including animal, poultry and fishery) products.

6. The requirement of furnishing the consumer with information as per paragraph 4 of this Article shall not restrict the possibility of its furnishing in other language. At the same time, the inscriptions made in Georgian shall not be less than a foreign language.

7. If other special Georgian statutory acts provide for additional or different requirements concerning the furnishing of information to the consumer, the requirements of the corresponding special statutory act shall apply.

8. The manufacturer (executor, seller) shall have the right for its entrepreneurial, including export purposes to furnish the consumer with more information than it is envisaged by this Article (21.11.2002, No. 1759).

Article 7. Responsibility for irrelevant information

If the furnishing of unreliable or incomplete information concerning both the products and manufacturer has resulted in:

- the purchase of such goods which do not comply with consumer requirements; the impossibility of using the purchased goods purposefully; the consumer shall have the right to demand the furnishing of relevant information as soon as possible. Where such information fails to be furnished by the specified time, the consumer shall have the right to terminate the agreement and request the compensation for damage incurred, including that caused to the objects of nature belonging to him/her.

Article 8. Seller's operating duty

The consumer shall have the right to request that the sellers operating duty comply with preliminarily stated conditions.

Article 9. Responsibility of the seller (manufacturer, executor) for prejudicing the consumer's rights

The seller (manufacturer, executor) shall be responsible pursuant to this Law, Georgian applicable legislation or an agreement made between the consumer and the seller (executor). In satisfying the requirements of consumers (consumers' public associations) stipulated under this Law, the court may render a decision for imposing a penalty on the seller (manufacturer, executor). The amount of such penalty shall be determined in the amount of the value of a claim for failure to comply with the voluntary procedure of satisfying the consumer's demand.

Article 10. Property accountability

1. Damage incurred to the consumer due to the construction, production and recipe faults of the goods shall be subject to compensation in full, unless Georgian statutory acts provide for a higher accountability degree.

2. Damage caused to the consumer's life, health and property shall be subject to compensation within the product's fixed shelf life, or within 10 years after its manufacture where such period is not determined.

3. Damage resulting from the product's fault revealing itself within its shelf life, and where the latter is not determined, within the terms specified by paragraph one of Article 14 and paragraph two of Article 24 of this Law or within longer terms provided for in an agreement shall be subject to compensation by the seller or the manufacturer.

4. The manufacturer (executor, seller) shall be released from accountability if it is proved that the damage has resulted from force majeure or violation of the goods storage and use regulations on the part of the consumer.

Article 11. Right to privileges and advantages

The consumer shall have the right to request for own sell privileges and advantages if it provided for in legislative acts of Georgia.

Article 12. Protection of consumers right by court

Court shall protect the rights provided for in consumers' legislation. An action at law shall be filed in a manner provided in the civil procedure legislation.

Chapter II. Consumers' Rights and Their Protection Upon Product Sales, Execution of Works and Rendering of Services

Article 13. Outcomes of selling faulty goods

1. The consumer who has bought a faulty good shall have the right to request from the seller at own discretion the following:

- a) the elimination of the goods' faults or compensation for the costs in connection with the elimination of such faults;
- b) a respective decrease in the purchase price;
- c) the revocation of the purchase and sale agreement and the reimbursement of damage;
- d) exchange on the good with the same brand;
- e) The replacement with a good of the same brand with the recalculation of the price. This right shall not apply to retail commission shops.

2. The making of claims as specified in paragraph one of this article shall take place at the consumer's choice, according to the place of the goods' purchase or location, provided the seller has set up commercial facilities trading in similar goods the consumer has purchased. The seller and the manufacturer shall furnish the consumer with information about the enterprises, which comply with the requirements set forth in paragraphs 1 and 3 of this article at the consumer's location. A failure to furnish such information shall impose on the seller (manufacturer) the responsibility as provided for in Article 7 of this Law. Relations between the manufacture and the commercial facility shall be governed by law.

3. The consumer shall have the right to claim from the manufacturer of goods or the facilities set up thereby for the purpose the elimination of faults free of charge under an agreement, the compensation for the costs incurred in the elimination of such faults, or the replacement of the goods. Instead of claiming, the consumer shall have the right to return the substandard goods to the manufacturer and request the refund of money paid therefore.

4. In case the consumer has purchased substandard goods, the seller shall replace them with the goods of appropriate quality, or refund the paid sum to the consumer.

5. The consumer claims shall be considered upon production of a purchase (register) receipt, while in the case of goods with a guarantee period, upon production of the technical passport or its substituting instrument. The seller is obliged to issue a purchase receipt or other instrument evidencing the fact of purchase. In case the customer has lost the technical passport or its substituting instrument, they shall be restored in accordance with the procedure established by Georgian legislation. The seller (manufacturer) is obliged to accept from the consumer the substandard goods and satisfy his claims, provided the seller (manufacturer) fails to prove that the faults have resulted from violation of the safekeeping and use regulations on the part of the consumer, under the effect of third persons or force majeure circumstances. The consumer shall have the right to take part in the goods quality inspection.

6. The delivery of large-size goods and the goods weighing over 5 kg for replacement, repair, revising the price downwards and their refund to the consumer shall take place free of charge, at the seller's (manufacturer's) expense. In case this obligation is not complied with, also in the absence of the seller (manufacturer), the consumer may deliver and/or return the goods at the place of location. In such case the seller (manufacturer) is obliged to compensate the consumer for the expenses in connection with the delivery and return of the goods.

Article 14. Terms of making claims in connection with goods' faults

1. The consumer shall have the right to make claims set out in Article 13 of this Law, provided the goods' faults have been detected within the guarantee period specified by the manufacturer. With respect to the goods without a guarantee period, the consumer may claim the manufacturer provided the faults are detected within 6

months, while in relation to immovable property – within not later than 1 year from the date of its delivery to the consumer, unless the agreement or legislation provide for longer periods.

2. The goods whose consumer properties may deteriorate with time or which, after a definite period, may present a certain danger to the consumer's life, health, property, as well as the environment (food products, perfumery, pharmaceuticals, household chemical products, etc.) shall be subject to the determination of shelf life. Sales of the goods with expired shelf life are prohibited. The consumer's claims to the said goods as per Article 13 of this Law shall be complied with if the faults have been detected within their shelf life.

3. The terms and the goods' guarantee periods provided for by paragraph one of this Law shall be calculated from the date of their sale to the customer. If the day of sale cannot be established, the terms shall be calculated from the day of manufacture. Upon sale of goods by samples, mail, also in the case when the moment of making an agreement and the moment of goods' delivery to the consumer do not coincide, the terms shall be calculated from the date of delivery of goods to the consumer, and where goods require special installation (connection) or mounting – from the day of execution of such work. If the dates of goods' delivery, installation (connection) or mounting, as well as the date of delivery of immovable property cannot be established, or if the goods are at the consumer's place before a purchase agreement is made, the terms shall be calculated from the purchase agreement completion date. The goods' shelf life shall be calculated from the day of their manufacture, or by a period during which the goods are fit for use, or by the date until which the goods may be used.

4. Guarantee periods may be established for individual completing articles and components of the basic goods. Guarantee periods for completing articles and components shall be calculated in the procedure similar to that of the basic goods.

5. The periods specified in this article shall, pursuant to Article 6 of this Law, be furnished to the consumer as reference information.

6. If the goods are found to have essential faults due to the manufacturer's fault, the consumer shall have the right to claim free of charge elimination of the manufactured goods' faults before expiry of the guarantee period, or within the term provided for in the agreement. If such claim is not satisfied within the terms provided for in Article 15, the consumer shall have the right to raise before the manufacturer other claims as per Article 13, at own discretion.

7. The consumer's claims established under Article 13 of this Law shall be raised before the seller (manufacturer) within not later than 10 days after the expiry of the terms provided for in this article.

Article 15. Elimination of goods' faults

Claims in connection with the goods' faults the customer may address to the seller or directly to the manufacturer. The faults detected in goods the manufacturer shall eliminate within 10 days, while the seller (the commercial facility) – within 20 days from the date of claiming.

In the case of the goods' faults elimination, the guarantee period shall be extended for the period during which the goods were idle. The said period shall be calculated from the date on which the customer has claimed the elimination of faults.

In eliminating faults through the replacement of goods or the completing parts or components for which a guarantee period has been established, the guarantee period

for new completing parts and components shall be calculated from the delivery of the repaired goods.

Article 16. Replacement of faulty goods

In the event the consumer detects goods' faults the seller (manufacturer) shall immediately replace such goods, while in the case of an additional goods quality inspection by the seller (manufacturer) – within 20 days after claiming by the customer.

If the seller/manufacturer (the facility performing their functions) appears to lack the required goods at the moment when the corresponding claim is made, it shall replace the goods within one month.

The guarantee period upon replacement of the goods shall be calculated from the day of re-delivery of the goods to the customer.

Article 17. Responsibility for delay in satisfaction of the customer's claims

For each day of delay in the terms provided for in Articles 15 and 16 of this Law the seller/manufacturer (the facility performing their functions) shall, pursuant to the procedure stipulated by Article 9 of this Law, pay the customer a penalty at the rate of one percent.

In the event the claims provided for in Articles 15 and 16 of this Law are not satisfied, the customer shall have the right to raise before the executor other claims stipulated by Article 13 of this Law.

Article 18. Settlements with the customer upon purchase of faulty goods

In the case of a change in the price upon replacement of faulty goods of the same brand (make, article), the cost shall not be calculated.

Upon infringement of the agreement the settlement with the customer shall take place proceeding from the goods' value at the moment of making the respective claim in the case of an increase in the goods' price. In the case of a decrease in the price the settlement shall be executed proceeding from the goods' value at the time of purchase.

In the event the purchase agreement is infringed the customer to whom the goods were sold on credit shall be refunded money at the rate of the credit covered at the moment of the goods' return with the reimbursement of the costs incurred for taking the credit.

Article 19. Customer's right to replace purchased goods with goods of proper quality

1. The customer shall have the right to replace the purchased goods with similar goods at the commercial facility where they have been sold. The customer shall, within 14 days, have the right to replace the purchased goods with the goods of proper quality, disregarding the day of purchase. The replacement of the purchased goods with the goods of proper quality is possible if the goods have not been used, are of marketable state, consumer properties, seal, brand label (sticker), as well as the purchase (register) receipt, which, together with the sold goods, have been delivered to the customer. A list of goods not subject to replacement shall be approved by the Ministry of Trade and Foreign Economic Relations of Georgia.

2. If at the moment of the customer's addressing the seller the similar goods are not available, the customer shall have the right to withdraw from the agreement at own discretion and claim refund of the money paid for the goods.

Article 20. Method and procedure of payment for the value of goods to be purchased

The method of payment (in ready cash and clearing) for goods to be purchased shall be determined under the agreement between the customer and the seller.

Article 21. Executor's liability to complete an agreement on work (service) execution

The executor having a dominating position on the market shall make an agreement with the customer on the execution of work (service), except for the cases when their execution exceeds the limits of its charter-stated activities or production potentialities. At the same time, the executor shall arrange its production or other economic activities so that the public requirements should be properly and uninterruptedly met.

Article 22. Work (service) execution term

The executor shall execute the work within the terms fixed under an agreement.

Article 23. Work (service) execution terms violation outcomes

1. In the event the executor fails to timely initiate the work (service) execution or if in the course of its execution it is found to be executed with delay, as well as in the case of a delay in the work (service) execution terms, the customer shall have the right at own discretion:

to fix the executor a new term for initiating the work (service) execution and for executing it;

to assign the work (service) execution to other person at the executor's expense;

to request a reduction of the remuneration for the work (service) execution;

to withdraw from the agreement and claim compensation for damage.

2. The agreement shall indicate new terms fixed by the customer. In case these terms are delayed for more than a month, the customer shall have the right to raise new claims provided for paragraph 1 of this article.

3. The agreement violation cases when the executor has failed to initiate the work (service) execution on time or when its execution is delayed and, as a result, the work (service) cannot be executed on time, the executor shall have no right to claim compensation of the costs incurred in the course of the work (service) execution, as well as payment for the already executed work (service).

Article 24. Consumer's rights upon detection of faults in the executed work (service)

1. Upon detection of faults, the consumer shall have the right to claim:

the elimination of the faults detected in the work (service) free of charge; reduction of the remuneration for the work (service) execution;

the manufacture of other goods with the same properties from the same material free of charge, or the re-execution of the work (service), or the compensation of the costs incurred thereby;

the customer may withdraw from the agreement and claim the compensation for damage provided the detected faults are not timely eliminated by the executor, or in case of other material deviations from the agreement terms and conditions.

2. The claims stipulated by paragraph one of this article may be raised upon acceptance of the work (service) or in the course of its execution, also within the entire guarantee period, when the detection of a fault upon acceptance is impossible, or within six months after acceptance of the work (service), where the guarantee period is lacking. Claims in connection with the faults of buildings or other immovable property, the detection of which upon acceptance of the work (service) was impossible, may be raised within the entire guarantee period, or within 2 years after acceptance of the work (service), where such period is not fixed.

3. The customer may also claim the elimination of faults without charge after the guarantee period has expired, provided the essential faults occurred due to the executor's fault are detected within the guarantee period (within 10 days after acceptance of the work (service), in case such guarantee period exists). If said claim fails to be satisfied within the terms specified by Article 25 of this Law, the customer shall have the right to claim, at own discretion:

- an appropriate reduction in the remuneration for the executed work (service);
- the compensation for the costs incurred at own expense or at the expense of a third party for eliminating the faults;
- the agreement's revocation and compensation for damage.

4. The claims specified by paragraph one of this Law may be raised within not later than 10 days after the guarantee period has expired.

Article 25. Work (service) faults' elimination terms

The faults detected in the executed work (service) shall be eliminated within 14 days, unless the agreement (agreement of the parties) or the procedures for execution of individual works (services) provide for a shorter period.

The faults' elimination terms shall be indicated in the agreement or other instrument signed by the parties.

For violation of the terms provided for in this article the executor shall pay a penalty at the rate stipulated by an agreement.

Article 26. Consumer's right to break the work (service) execution agreement

The consumer shall have the right to break at any time the work (service) execution agreement, for which he shall pay the executor a remuneration for the executed work and reimburse damage suffered as result of the agreement breaking.

Article 27. List of costs on the executed the work (service)

An exact or rough list of costs on the work (service) to be executed under an agreement may be compiled. The executor shall have no right to claim remuneration of the work not specified in the exact list of costs unless their execution has been approved or ordered by the customer. Where a necessity for the reappraisal of costs appears, the executor shall immediately notify the consumer thereof who, in turn, may reject the agreement, compensate for the costs incurred by the executor in accordance with the specified list of costs. Otherwise, if the executor fails to notify the consumer of an expected increase in he costs, it shall execute the work without claiming compensation for the costs not specified by the list of costs.

Article 28. Execution of work with the executor's material

The executor shall execute an order with its own material, unless the consumer requests the execution of work by using the customer's material. In such case the executor shall be responsible for a proper quality of the material.

The executor's material costs shall be paid by the consumer upon completion of an agreement, under procedures established for execution of individual types of work, or in the agreement-indicated prices, or upon acceptance of the work, unless another method of settlement has been specified under the agreement of the parties.

Article 29. Execution of work with the consumer's material

In the case when the work is executed (in full or in art) with the consumer's material, the executor shall be responsible for safekeeping and proper utilization of the material.

In the case of a complete or partial loss of the material received from the consumer, the executor shall, within five days, replace it with a uniform material having similar properties, or compensate the consumer for the cost of the lost material and the suffered losses at the double rate.

In the case of a full or partial loss of the material, the executor shall renew the agreement and manufacture the product out of a uniform material within the technically shortest period.

The executor is released from responsibility in connection with the material's loss or damage, provided the consumer has been preliminarily notified by the executor of the special qualities of the material, which might result in a loss. Unawareness of the said qualities does not release the executor from responsibility.

The costs of the material delivered by the consumer to the executor shall be determined under the agreement, or other instruments (order, receipt) evidencing its completion.

Chapter III. State and public protection of consumers' rights

Article 30. Authority of the Georgian Antimonopoly Agency

The Georgian Antimonopoly Agency for the purpose of protecting the consumers' rights shall be authorized:

- to exercise state control over compliance of Georgian legislation on the protection of consumers' rights;

- to eliminate unfair competition and monopoly activity of economic subjects on the consumer market;

- to send directions on the necessity of cessation of consumers' rights violation to manufacturers (executors, sellers);

- to initiate legal actions against the manufacturer (executor, seller) in the case of violation of the consumers' rights thereby in the procedure established by law.

Article 31. Authority of state administration bodies controlling products' safety

For the purpose of ensuring the products safety, the Department of Standardization, Metrology and Certification, the Sanitary-Epidemiology Supervision Service, the Ministry of the Environment and Natural Resources Protection, and other state administration bodies of Georgia shall, within their competence, be authorized: to exercise control over products' safety;

to work out compulsory requirements to products' safety and exercise control over compliance with such requirements;

to send directions concerning the elimination of violation of the requirements to products' safety, their phasing-out, the termination of their production and sales, the furnishing of product information to consumers.

Article 32. Local consumers' rights protection bodies

1. Consumers' rights in autonomous republics and administrative and territorial units are protected by the Georgian Antimonopoly Agency and the state bodies and the respective local services exercising control over products' safety.

2. Local bodies of the consumers' rights protection consider consumers' appeals. In cases when the consumer detects product faults or upon revealing of dangerous products, they shall take the corresponding steps.

Article 33. Customers' public associations and their authority

1. Georgian citizens have the right to voluntarily join consumers' public associations, which conduct their activities in accordance with the charter and applicable Georgian laws.

2. Consumers' public associations shall be authorized:

to take part in the drafting of standards conforming to the appropriate safety requirements;

to arrange an independent products' quality and safety examination; to submit to the Antimonopoly Service proposals for raising within productions, organizations and institutions the quality of products endangering the consumer's life, health, property and the environment, for their phasing-out and withdrawal from the goods turnover;

together with respective bodies to participate in the monitoring of the controlled prices use.

Article 34. Protection of consumers' right by consumers' public associations

Consumers' public associations shall be authorized to file an action in court for recognizing illegality of certain actions on the part of the seller (manufacturer, executor).

In case such action is satisfied, the offender shall, within the fixed date, notify the consumer of the court decision.

Article 34¹. Additional guarantees of consumers' rights protection under uncontrolled market conditions

In order to create additional guarantees of consumers' rights protection under the uncontrolled market conditions, a service of public defender of consumers' right shall be organized independently of the Regulatory Commission. Its activities shall be a constituent part of regulation and shall be funded from regulation receipts (22.07.2003, No. 2539).

Chapter IV. Transitional Provision

Article 35. Transitional provision

The requirement of providing the consumer with product information in the Georgian language as per Article 6 (4) of this Law shall enter into force from January 1, 2003, while in relation to medicinal products – from January 1, 2003 in accordance with the requirements of the Law of Georgia “On Drugs and Pharmaceutical Activities”. (28.03.2003, No. 2076).

President of Georgia
Eduard Shevardnadze
Tbilisi
March 20, 1996
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