

LAW, CONSUMER PROTECTION

LIGJ, MBROJTJA E KONSUMATORIT

DISCLAIMER

Please note that the translation provided below is only provisional translation and therefore does NOT represent an official document of Republic of Albania. It confers no rights and imposes no obligations separate from those conferred or imposed by the legislation formally adopted and published in Albanian language.

Unofficial translation of the consolidated version of the Law 9902/2013 on Consumers' Protection, containing the initial law and the following amending acts:

Amending law no 15/2013¹

Amending law no 10 444/2011²

Date of last check 2016 04 06, translated by Robert Gerbi and Koco Bendo

LAW

No 9902, dated 17.4.2008

ON CONSUMER PROTECTION

¹ Law no 15/2013, dated 14.02.2013, "On some amendments to the Law no 9902, dated 17/04/2008 "On consumers' protection", promulgated by decree no 7974, dated 01/03/2013, of the President of the Republic, Bamir Topi, it was published in the Official Journal No. 29, dated 11/03/2013, and contains the following temporary provisions:

Article 8

Temporary provision

The existing inspection body shall continue to assume its function according to the current organisation up to the establishment of the new body, as provided for in the amendments made to this law.

Article 9

This law shall enter into effect 15 days after its publication in the Official Journal.

² Law no 10444, dated 14.07.2011, "On some amendments to the Law no 9902, dated 17/04/2008, "On consumers' protection", promulgated by decree no 7059, dated 27/07/2011, of the President of the Republic, Bamir Topi, it was published in the Official Journal No. 103, dated 03/08/2011, and contains the following temporary provisions:

Article 20

Entry into effect

This law shall enter into effect 15 days after its publication in the Official Journal.

In reliance on Articles 78 and 83, point 1, of the Constitution, upon the proposal of the Council of Ministers,

ASSEMBLY
OF THE REPUBLIC OF ALBANIA

DECIDED:

PART I
GENERAL PROVISIONS

Article 1
Object

The purpose of this law is to protect consumers' interests in the market and to define rules and establish relevant institutions to protect consumer rights.

Article 2
Scope of application

This law is applicable to all relationships between traders and consumers, regarding consumer commodities or services, without prejudice to provisions of special laws. **Provisions of this law shall not apply, as long as more favourable treatment for the protection of consumer rights are provided for in other legal provisions for respective fields.**

Article 3
Definitions

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

1. "Unit Price of commodity" is the final price, including VAT and all other taxes, for one kilogramme, one litre, one metre, one square metre, one cubic metre or for a specific unit of quantity, different from those, piece of legal measurement units used in the Republic of Albania, relating to the trade of specific goods.

When the use of abovementioned units is not permitted by the nature of commodities, unit price shall be considered the price for the product sold as individual item or separately.

2. "Selling price of commodity" is the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes.

3. "Contractual Guaranty" means any undertaking by the seller or producer to the consumer given without extra charge to reimburse the price paid or to replace, or repair the product in

order to put this in conformity with specifications set out in the contractual guaranty statement or in relevant advertisement.

4. "Placing on the market" means the initial moment when a commodity is available in Albanian market.

5. "Make a product available in the market" is a supply in Albanian market of any product by way of the trade chain which is intended for supply, consume, or use with or without payment.

~~6. "Consumer" is any person buying or using goods or services for meeting personal needs, for purposes not related to trade activity or practicing of the profession. In the meaning of this law, the non-profitable organizations are also considered as consumers.~~

7. "Consumer goods", hereinafter as goods, including goods used in the context of providing a service, shall mean any movable or immovable item, despite being new, used or reconditioned, which is designated for the use of consumers or likely to be used by consumers, and if not designated for them, under reasonable, foreseeable conditions, and which is made available in the market in the course of an economic activity.

8. "Reserved goods" are goods separated from other goods by the seller, to be served to specified categories of persons for which the seller is expressed preliminarily.

9. "Delivery of goods", is the taking in physical possession of goods by the consumer, only if parties have not agreed otherwise.

10. "Slogan" is the motto, which accompanies the message of publication or notification.

11. "Advertising" is any form of presentation for trade, business, craft or profession in order to promote the supply of goods or services, including rights and obligations.

12. "Entities that promote their goods or services "are producers, sellers or service providers, who make publicity for their goods and services.

13. " Services" are services determined to be provided to consumers, by any means provided for in the Civil Code.

14. "Trader" means any natural or legal person, who is acting for purposes relating to his economic activity, trade, business, craft or profession and anyone acting in the name or on behalf of the trader.

15. "Commercial practices" means any action, omission, behaviour or representation, commercial communication including advertising and marketing by a trader, directly connected with the promotion, sale or supply of a product **or service** to customers.

15/1 "Invitation to purchase" means a commercial communication which indicates in an appropriate manner, by means of commercial communication used, characteristics of the product or service and the price, enabling the consumer thereby to complete the purchase"

16. "Code of conduct" means an agreement or set of rules not imposed by law, regulation or administrative provisions, which defines the behaviour of traders who undertake to be bound by the code for one or more particular commercial practices or business sectors.

17. "Producer "means any natural or legal person, as defined by law no. 9779, dated 16.7.2007 "For general safety, essential requirements and conformity assessment of non-food products".

18. "Promotional sale" is the sale of a certain quantity of goods of a producer, in a place and at a particular time, at a price lower than the price of goods on regular sale.

19. "Sustainable tool" is any tool, which enables the customer to store the information directed to him, in order to allow referral for information purposes, in the future, for a suitable period of time, and that allows the unchanged reproduction of the information stored"

Article 4

Consumer rights

Basic consumers' rights are:

- a) The right to protect health, environment and safety of life;
- b) The right to protect economic interests;
- c) The right to complain;
- ç) The right to compensation;
- d) The right to education;
- dh) The right to information;
- e) The right to access public services;
- ë) The right to legal defence;
- f) The right to association or unions for the protection of consumers' interests and the right of representation in their decision-making bodies.

PART II

CONSUMER SAFETY

Article 5

General safety requirements

1. Traders are obliged to place on the market only safe products, in accordance with Law no. 9779, dated 16.7.2007 "For general safety, essential requirements and conformity assessment of non-food products".

2. Service providers have to provide only safe services, taking into account the following aspects:

- a) Service characteristics;
- b) The effect of the service on other goods and services;
- c) Presentation of services, warnings or information about services;
- ç) Categories of consumers at risk when using services, particularly children and the elderly;
- d) Potential risks that the service may cause if not used properly.

Article 6

Producer liability

The producer is responsible for the damage caused by defects of his goods under provisions of the Civil Code and laws in force.

PART III CONSUMER INFORMATION

Article 7 General obligation to inform

1. Traders are obliged, within relevant activities limits, to give consumers complete and accurate data for goods and services placed on the market or planned to be placed on the market.
2. The data must be true, accurate and clear for all characteristics of goods and services, as well as for their trading conditions. These data should contain the following features:
 - a) Nature, identity of the producer, price, quality, quantity, usefulness, origin, time of use, method of production and use, manner of maintenance and the guarantee of goods and services;
 - b) Risks associated with goods and services, when these risks are not understandable without due warning.
 - c) General contract terms offered to the consumer.

Article 8 Labelling

Vendors are required to ensure that products for sale are listed in Albanian language, visibly and understandably:

- a) Name of the product, the producer and / or importer's address, trademark or any other distinctive sign of the producer, importer or supplier, weight, quantity, size or dimensions, as well as other information that, depending on the nature of goods, is necessary for its identification or use;
- b) Information on minimum durability or expiry date, if any.

Article 9 Price indication

1. Any goods offered to consumers must have the sales price:
 - a) For packaged goods must be given the price for the packaged amount and the price per unit;
 - b) For goods that are not packaged and are measured in the presence of the consumer, it is given only the price per unit;
 - c) The use of a measuring instrument for goods referred to in the letter "b", point 1 of this

article is mandatory;

ç) In cases where the unit price of goods is equal to the selling price of goods, it is sufficient to indicate the selling price of goods.

2. For all services provided to customers, it is obligatory to indicate the price of the service provided. If the service is composed of several different and separate parts, it is indicated the price to each of them and the final price. If the final price is not yet indicated at the time of conclusion of the contract, the service provider is obliged to show the method of its calculation.

3. Indicators of the price of goods or service provided should be clear, easily identifiable and clearly legible.

4. The selling price of goods or services provided is expressed only in ALL (Albanian Lek).

5. Points of this article, with the exception of point 4, do not apply to goods and services acquired through auction and for the sale of antiquities and works of art.

Article 10

Written acknowledgment

1. Traders are obligated to give consumers tax coupons / tax invoices for goods sold or services provided. This document allows the customer to verify the amount calculated on the quantity of goods sold or services provided.

2. The customer is required to obtain the tax coupons / tax invoices.

Article 11

Wrapping of goods

The vendor is obliged to sell goods duly and safely wrapped or packaged. In cases of self-service sale of goods, the vendor is obliged to provide the purchaser with appropriate and safe packaging material.

Article 12

Language obligation

The most essential data and information regarding goods and services shall be in Albanian language.

PART IV

MARKETING PRACTICES

CHAPTER I

UNFAIR COMMERCIAL PRACTICES

Article 13
Prohibition of unfair commercial practices

1. A commercial practice shall be unfair if:
 - a) It is contrary to requirements that a trader is expected, in a reasonable way, to apply towards consumers, in accordance with honest commercial practice and/or the general principle of good faith in the respective area of commercial activity.
 - b) Significantly weakens the ability of the consumer to take a decision as a result of the information provided, causing the making of a decision, which otherwise, the consumer would not have taken
2. Commercial practices, that distort economic behaviour of a group of consumers, clearly identifiable, who are sensitive to the practice, goods or services because of the weakness of their mental or physical disability, age or credulity, in a way, which the trader reasonably is expected to envisage, shall be assessed from the perspective of the average member of this group.
3. Cases of normal and legitimate practices of advertising where there are made exaggerated statements or statements not to be taken literally, make an exception.
4. In particular, commercial practices shall be unfair when:
 - a) They are misleading, as defined in articles 14, 15 and 17 letter "A" of this law;
 - b) They are aggressive, as defined in articles 16 and 17 letter "B" of this law.
5. Unfair commercial practices shall be prohibited.

Article 14
Misleading practices

1. A commercial practice is misleading when it contains false information and therefore it is untrue. A commercial practice is misleading even when, by whatever means, including the general layout, deceives or is likely to deceive the average consumer, making him or is likely to make him take a decision, which, otherwise, he would not have taken, even when the information is based on true facts for one or more of the following elements:
 - a) The existence or nature of goods or service;
 - b) Main characteristics of the product, such as its availability, usefulness, risks, application, composition, accessories, after-sale assistance for the customer and complaint handling, method and date of manufacture or delivery, adjustment to the designated purpose, usage, quantity, specification, geographical or commercial origin or results expected from its use, or results or material features of tests or checks carried out on goods.
 - c) The main features of the service, such as availability, usefulness, risks, application, auxiliary equipment, assistance for the consumer and complaint handling, supply, adjustment to the designated purpose, usage, quantity, specification, geographical or commercial origin or results expected from its use, or results or details of checks carried out on the service;

- ç) The level of trader's commitments, motives for the commercial practice and the nature of sales or supply process, any statement or symbol in direct or indirect relation to sponsorship or approval of the trader, goods or service;
 - d) The price or the method of its calculation or the existence of a specific price advantage:
 - dh) The need for a service, spare parts, replacement or repair;
 - e) The nature, attributes and rights of the trader or his agent, such as identity and assets of the trader, qualifications, awards won, status, approval, membership or connection and the right to possession on industrial, commercial or intellectual property;
 - ë) Consumer rights.
2. A commercial practice is misleading when, considering all of its features and circumstances, it causes or is likely to cause the average consumer to take a decision, which, otherwise, he would not have taken and which includes:
- a) Any marketing of a product or service, including comparative advertising that creates confusion with any goods, services, trade mark, trade name or other distinguishing marks of a competitor;
 - b) Disagreement of the trader with commitments contained in codes where he is a party, where:
 - i) The commitment is not evasive, but it is firm and capable of being verified;
 - ii) The trader indicates that in a commercial practice he is bound by the code.

Article 15

Incomplete misleading information

1. A commercial practice is misleading when, considering all of its features and circumstances and limitations of communication means, provides incomplete information that the average consumer needs to be informed to make a decision and thereby, it causes or is likely to cause the average consumer to take a decision, which, otherwise, he would not have taken.
2. It is also considered incomplete misleading information when, taking into account the content of point 1 of this Article, a trader hides or provides information in an unclear, incomprehensible, ambiguous or untimely manner, or fails to identify the purpose of his commercial trading practice, if it is not apparent from the context and where, in any event, it causes or is likely to cause the average consumer to take a decision, which, otherwise, he would not have taken.
3. In cases when the means used to communicate the commercial practice impose limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers through other means, shall be taken into consideration when it is decided that the information is incomplete.
4. In the case of an invitation to purchase, if this is not clear from the context, the following information shall be considered as essential:

- a) Main characteristics of goods or service, to an extent appropriate to the means and goods or service;
- b) Geographical address and identity of the trader, such as his trading name and, where applicable, the geographical address and identity of the trader on whose behalf he is acting;
- c) The price, that includes taxes, or the manner in which the price is calculated, when the nature of goods or service is such that it does not enable a reasonable preliminary calculation of the price and, where appropriate, all additional costs of transport, delivery or postal charges or the fact of payment of such additional costs when they cannot reasonably be calculated in advance;
- ç) Arrangements for payment, delivery, supply and the complaint handling policy, if they are different from common requirements of professional behaviour;
- d) The existence of the right to withdraw or cancel goods and transactions that include such a right

Article 16

Aggressive commercial practices

1. A commercial practice is aggressive, when considering all its features and circumstances, weakens or is likely to significantly weaken the freedom of choice or consumer behaviour for goods or services through the use of psychological and / or physical violence or excessive influence and thus causes the consumer to make a decision, which, otherwise, he would not have taken.
2. To determine whether a commercial practice uses psychological and / or physical violence or excessive influence, the following are taken into consideration:
 - a) Duration, location or its nature;
 - b) The use of a threatening or abusive language or behaviour;
 - c) Exploitation by the trader of any specific misfortune of the consumer or circumstances of similar size, to which the trader is aware, in order to weaken the consumer's judgment and affect his decision about the goods or service;
 - ç) Every difficult or disproportionate non-contractual obstacle imposed by the trader, where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or exchange it for another product or service or another trader;
 - d) Any threat to take any action that cannot be taken legally.

Article 17

Unfair commercial practices

The following commercial practices are unfair in all circumstances

A. Misleading commercial practices:

1. Claiming to be a signatory to a code of conduct when the trader is not.

2. Using a reliable brand, quality mark or an equivalent mark without the necessary authorization.
3. Claiming that a code of conduct has an endorsement from a public body or another body, where it does not have one.
4. Claiming that a trader (including his commercial practices) or a commodity or service is approved or authorized by a public or private body when it is not true, or making such a claim without complying with conditions of approval or authorization
5. Making an invitation to purchase products or services at a specified price, without notifying the existence of any reasonable doubt, that the trader may have for his possibility to deliver or supply goods or services, or providing another dealer for the supply of such goods or services, or equivalent to them with the same price, for a period of time and in quantities that are reasonable, taking into account goods or services, the scale for advertisement of goods or services and the price offered (bait advertising)
6. Making an invitation to purchase goods or services at a specified price and then:
 - a) Refusing to show the advertised item to consumers;
 - b) Refusing to take orders or deliver this article within a reasonable period of time;
 - c) Exhibiting a defective sample, with the intention of promoting a different product or service.
7. Falsely stating that a product or service is only available for a very limited time, or that it is available under certain conditions only for a very limited time, in order to deprive consumers of the opportunity or sufficient time to make an informed choice and to incite them for an immediate decision.
8. Commitment to provide after-sales services to customers with whom the trader has communicated prior to transaction in languages different from Albanian and then he makes these services available only in another language, without making it clear to his customer before he undertakes the transaction.
9. Declaration or otherwise creating the impression that a product or service can be sold or supplied legally, when this is not possible.
10. Presenting rights given to consumers by the law as a special feature of the trader's offer.
11. Using editorial content in the media to promote a product or service where a trader has paid for the promotion without making that clear in the content or through images or sounds clearly identifiable by the consumer.
12. Essentially inaccurate statement about the nature or extent of risk to the personal security of the consumer or his family, if the consumer does not purchase the product.
13. Promoting a commodity or service similar to the commodity or services produced or provided by a specific trader in a way that deliberately misleads the consumer, so that he may believe that the commodity or service is produced or supplied by the same trader, when this is not true.
14. Establishing, operating or promoting pyramid schemes, where a consumer pays to have the opportunity to receive a service that is derived primarily from the involvement of other consumers into the scheme rather than from the sale or consumption of goods or services.

15. Claiming that a trader will cease trading or move premises, when he will not do such a thing.
16. Claiming that commodities or services are able to facilitate winning in games of chance.
17. A false claim that a commodity or service is able to cure illnesses, dysfunction or malformations of bodily organs.
18. Transmission of essentially incorrect information on market conditions or on the possibility of finding a commodity or service, with the intention of inducing the consumer to buy the commodity or service at less favourable conditions than the normal market conditions.
19. Claiming in a commercial practice to offer a competitive or promotional price without awarding this price or something equivalent to it.
20. Description of a commodity or service as "gratis", "free", "free of charge" or in a similar way, where the consumer has to pay somehow over the unavoidable cost of responding to the commercial practice and the payment for the shipment of goods or provision of services.
21. Including in the trading material an invoice or similar document seeking payment, which gives the consumer the impression that he has already ordered the traded commodity, where in fact he has not ordered it.
22. False claim or creating the impression that the trader is not acting for purposes related to his economic, commercial, professional activity or falsely representing oneself as a consumer.
23. Creating the false impression that after-sales service to a commodity is available in a state other than that in which the commodity is sold.

B. Aggressive commercial practices:

1. Creating the impression that the consumer cannot leave the sales centre until a contract is concluded.
- ~~2. Consumer Discrimination of consumers for their sex, race, religion, nationality, political beliefs, age, physical and mental features in sales centres.~~
3. Conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return, except for cases and to the extent justified to enforce a contractual obligation
4. Making persistent and unwanted requests by telephone, fax, e-mail or other means of distance communication, except for cases and to the extent justified to enforce a contractual obligation.
5. Requiring a consumer who wants to take an insurance policy, to provide documents, which, reasonably, cannot be considered appropriate to determine whether the claim was valid, or the systematic failure to respond relevant correspondence, to dissuade a consumer from exercising his contractual rights.
6. Inclusion of a direct incitement in a publicity addressed to children to buy goods or services, or to persuade their parents or other adult persons to purchase these goods or services.
7. Request for the immediate or deferred payment **by the trader for the return or preservation**

of goods **supplied by the trader** or services **in connection with the supply or the return** or preservation of those goods, but not requested by the consumer.

8. Clearly informing a consumer that the trader's job or livelihood will be at risk if the consumer does not purchase the product.

9. Creating the false impression that the consumer has already won, will win or will win if he performs a certain action, a prize or other equivalent benefits, when in fact

a) There is no prize or other equivalent benefits;

b) The undertaking of any action to claim the prize or other equivalent benefits is subject to the consumer paying money or it incurs a cost.

Article 18

Display of trader's data

1. Traders are obliged to display at their commercial centre their trade name, address, customer service schedule, and other information related to the nature of goods or services offered.

2. In open markets, these obligations are determined by local government units and data mentioned above are placed in the entrance of the market.

Article 19

Discounts

~~1. In case of discounts, in the relevant places of sales or services is given clear information about the goods or services covered by this discount, as well as the conditions and the period of that discount.~~

~~2. The selling price of the offered goods or services, before and after the discount shall be indicated in a clear, distinct and legible manner.~~

~~3. Goods at a discount, because of being close to their expiry date or defective, are separated from other goods.~~

Article 20

Promotional sales

~~Goods designated for promotional sale are clearly labeled in a visible and legible manner with the words "promotion" or "promotional sale"~~

Article 21

Special offers

~~Any comparison referring to a special offer, made by the same trader, shows clearly the date when the offer ends and, when this offer has not yet begun, the date of commencement of the implementation of the special price or specific terms. The publicity should show that the special~~

~~offer is related to the goods available and services that can be offered~~

CHAPTER II

ADVERTISING

Article 22

The language used

Advertising messages should be in Albanian. An exception are slogans or parts thereof, which are allowed to be expressed in another language.

~~Neni 23~~

~~Misleading publicity~~

~~1. Misleading publicity means any advertising which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or whom it reaches and which, because of its deceptive nature, affects or is likely to affect the economic interests of the consumer and, for those reasons, impairs or is likely to impair a competitor.~~

~~2. To determine whether advertising is misleading, all its features are taken into account and, in particular, any information it contains concerning:~~

~~a) The characteristics of goods or services, such as their availability, nature, application, composition, method and date of manufacture or supply, adjustability to the purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from their use or the features of results and material / information from the tests or verifications / checks carried out on goods and services.~~

~~b) The price or the manner in which the price is calculated and the conditions under which goods are supplied or the services are provided.~~

~~c) The nature, attributes and rights of the entity that promotes its goods or services, such as the identity and assets, qualifications and possession of the rights on the industrial, commercial or intellectual property or acquired prizes.~~

Article 24

Unfair publicity

Publicity is unfair, when it is discriminatory for sex, race, religion, nationality, political beliefs, age, physical and mental features.

Article 25

Comparative publicity

1. Comparative publicity is any advertising which explicitly or implicitly identifies traders, goods or services offered by them.
2. Comparative publicity is allowed when it is in compliance with the following conditions:
 - a) It is not misleading, as defined in Articles 14 and 15 of this Law
 - b) Compares goods or services meeting the same needs or serving the same purpose.
 - c) Objectively compares one or more significant, verifiable and representative characteristics of goods and services, which may include price;
 - ç) It does not discredit or denigrate trade marks, trade names, other distinguishing marks, goods, services, activities and circumstances of a competitor.
 - d) In the case of products with designation of origin, it relates in each case to products with the same designation;
 - dh) It does not so unfairly take advantage of the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products;
 - e) It does not present goods or services as imitations or copies of goods or services, which belong to a protected trade name or trademark;
 - ë) It does not create confusion among traders, between the entity that promotes its goods or services and a competitor or between trade marks, trade names, other distinguishing marks, goods or services of the entity that promotes its goods or services and those of a competitor.

Article 26
Responsibility in advertising

The entity promoting its goods or services and advertising agencies are responsible under the relevant provisions of this law for their dishonest, misleading or comparative advertising.

PART V
UNFAIR CONTRACT TERMS AND CONSISTENCY OF CONTRACT

CHAPTER I
UNFAIR TERMS IN CONSUMER CONTRACTS

Article 27
Unfair Terms

A contractual term which has not been separately negotiated is unfair if it causes significant and distinct inequality to the rights and obligations of the parties arising from the contract to the detriment of consumers.

1. A term shall be regarded as not negotiated separately, when it has been drawn up by the trader and, as a result, the customer has not been able to influence the substance of the term, especially in the text of the standard contract, formulated before.

In the event that some aspects of terms or a specific term have been negotiated separately, the application of the first paragraph of point 2 is not excluded from the rest of the contract, if an overall assessment of the contract indicates that it is a standard contract formulated earlier.

When the trader claims that a standard term has been separately negotiated, the burden of proof falls on him.

2. The unfairness of a contractual term shall be assessed by taking into account:

- a) The nature of goods and services for which the contract was concluded;
- b) The time of conclusion of the contract.
- c) The circumstances accompanying the conclusion of the contract
- ç) Other terms of the contract or another contract on which it is dependent.

3.1 Assessment of the unfair nature of terms is related neither to the main object of the contract, nor to the suitability of the prices or payments of supplied goods or services, as long as these terms have been drafted in clear and understandable language.”

4. The rights of the trader are unfair terms in contracts, when they:

- a) Exclude or limit the legal responsibility of the seller or supplier, due to the death or personal injury of a consumer, resulting from an act or shortcoming of the trader;
- b) Exclude or limit inappropriately the legal rights of consumers against the trader or other party in the event of total or partial failure to fulfil, or insufficient fulfillment by the trader of any of the contractual obligations, including the right to choose the compensation debt to the trader against any claim that the consumer may have against him;
- c) Make an agreement binding on the consumer, whereas provision of services by the trader is subject to a condition whose realization depends on his own;
- ç) Permit the seller to keep the amount paid by the consumer, where the latter decides not to conclude or fulfill the contract, without providing for the consumer to receive compensation of an equivalent amount from the trader, when the latter is the party canceling the contract;
- d) Require any consumer, who fails to fulfill his obligation to pay as compensation a disproportionately high sum;
- dh) Authorize the trader to terminate the contract, on a discretionary basis, when this facility is not given to the customer, or allows the trader to keep the amount paid for services not yet supplied by him, when it is the trader himself who dissolves the contract;
- e) Enable the seller to end a contract for an indefinite duration without reasonable notice, except where there are serious grounds to do so;
- ë) Automatically extend a contract that has a certain time limit, where the consumer is not otherwise expressed, when the final deadline for the consumer to express this desire not to extend the contract is unreasonable;
- f) Oblige the consumer not to cancel terms with which he had no real opportunity of becoming acquainted with before the conclusion of the contract;
- g) Enable the trader to change terms of the contract unilaterally, without a valid reason, which is specified in the contract;
- gj) Enable the trader to alter unilaterally without a valid reason, any characteristics of goods

or services to be provided;

h) Provide for the price of goods to be determined at the time of distribution or allow the seller of goods or the service provider to raise prices, in both cases without giving the consumer the right to mutually cancel the contract, if the final price is higher than the price for which was agreed when the contract was concluded;

i) Give the trader the right to determine whether goods or services provided is in accordance with the contract, or give him the exclusive right to interpret any term of the contract;

j) Limit the trader's obligation to respect commitments undertaken by his agents or make his commitments subject to compliance with a particular formality;

k) Oblige the consumer to fulfill all his obligations where the trader does not fulfill his obligations;

l) Give the trader the possibility of transferring his rights and obligations under the contract, where this may serve as a reduction of guarantees for the consumer, without the latter's consent;

m) Change conditions of loan contracts, particularly the method / methodology of calculation of the interest rate and its elements, without the prior consent of the customer”.

l) Exclude or hinder the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the information available to him, or by charging the consumer with the burden of proof which, according to Article 12 of the Civil Procedure Code, falls to the other party of the contract.

Article 28

Transparency requirements

1. In the case of contracts where all or certain terms offered to consumers are in writing, then these must have ~~the presentation with~~ **understandable wording in the Albanian language and a clear and distinct presentation. The writing used must be "Times New Roman" with at least size 10 of the character of the article.** In the event that there is doubt about the meaning of a term of the contract, then the interpretation is in favour of the consumer.

2. In the case when the condition is considered unfair, it is considered invalid from the time the contract was concluded. Other contractual conditions remain binding on parties and further implementation of the contract is possible

CHAPTER II

CONTRACTUAL COMPLIANCE

Article 29

Duty of compliance

1. In this chapter, with goods it is meant only movable property, in accordance with the definition given in point 7 of Article 3 of this law.
2. The seller shall provide the consumer with goods, which are in accordance with the contract
3. Goods are presumed to conform to the contract when:
 - a) Comply with the description given by the seller and possess the qualities of goods which the seller has presented to the consumer as a sample or model;
 - b) Comply with the specific purposes which the consumer has required them for and which are made known to the seller at the moment of conclusion of the contract;
 - c) Comply with purposes for which goods of the same type are normally used;
 - ç) Show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect according to the nature of goods and taking into account the characteristics of goods presented by the seller, manufacturer or his authorized representative in public statements, particularly in advertising or on labelling.
4. Any lack of conformity resulting from incorrect installation of goods, is considered as non-compliance with the contract, if the installation is part of the sales contract and goods were installed by the seller or under his responsibility. This applies equally if the product is determined to be installed by the consumer and the incorrect installation is due to a shortcoming in the installation instructions.
5. It is not a discrepancy with the contract, where the consumer at the time of conclusion of the contract, has been aware of or reasonably could not have been aware of this discrepancy, or when the discrepancy has originated from materials supplied by the customer.

Article 30

Time limits

1. The seller shall be held liable where the lack of conformity becomes apparent within two years as from delivery of the goods.
2. Unless otherwise proved, any lack of conformity that becomes apparent, within a period of six months from the delivery of the goods, shall be presumed as it existed at the time of delivery, unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.

Article 31

Consumer remedies

1. The seller is obliged to accept complaints for goods in every place where its activity is being exercised or represented, unless another person is authorized to make the repair.
2. The seller shall immediately or within three working days decide on the admission of the complaint.
3. In the case of a lack of conformity, the consumer shall be entitled to regain

possession over the goods brought into conformity free of charge by repair or replacement, or to have an appropriate price reduction made or the consumer may rescind the contract.

4. In the first place, the consumer may require the seller to repair or to replace the goods, free of charge, unless this is impossible or disproportionate.

a) A remedy referring to point 4 shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account:

iii. the value the goods would have if there were no lack of conformity,

iv. the significance of the lack of conformity, and

v. whether the alternative remedy could be completed without significant inconvenience to the consumer.

b) The terms 'free of charge' referring to item 3 and 4 of this Article includes all the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.

c) Any repair or replacement shall be completed within a reasonable time, agreed between the parties, and without any significant inconvenience to the consumer and not later than 30 calendar days, taking account of the nature of the goods and the purpose for which the consumer required the goods.

5. The duration of the legal guarantee following the repair of the goods shall be extended automatically to cover the future re-emergence of the same defect. In this case, the consumer shall be entitled to claim the replacement instead of a further repair.

6. The consumer may require a proportional price reduction or have the contract rescinded, if :

a) the consumer is entitled to neither repair nor replacement, or

b) the seller has not completed the repair or replacement according to item 4, letter c of this Article.

7. The consumer is not entitled to have the contract rescinded if the lack of conformity is insignificant.

8. The retention period of time for goods due to complaint and repair shall be added up to the period of warranty.

Article 32

Contractual Guarantees

1. Any contractual guarantee statement will not deprive the consumer from the rights that he is entitled to under articles 29, 30 and 31.

2. The seller is obliged to fill in the guarantee statement and to give it to the consumer.

3. The guarantee statement shall be given to the consumer in Albanian language. The guarantee shall be written in plain and intelligible language, as well as contain the necessary data, such as the name of goods and services, name and address of the guarantor, expiry period and the valid zone of the guarantee.

Article 33

Obligations after sale

Producers and sellers must ensure the spare parts necessary for the maintenance and repair of products, within the period of guarantee, this guarantee being under the legal or contractual provisions.

Article 33/1

Contractual compliance of services

The seller shall provide services to the consumer in compliance with the contract conditions. The seller shall be liable for the lack of compliance of the service provided to the consumer under the conditions of this contract.

PART VI

PARTICULAR SELLING AND SUPPLYING FORM

CHAPTER I

CONTRACTS ENTERED INTO OUTSIDE THE BUSINESS PREMISES AND OBLIGATIONS IN THIS REGARD

Article 34

Contracts entered into outside the business premises

1. The contract under which a trader supplies goods or services to a consumer with a value not less than ~~7000~~ 10 000 ALL are entered into outside their business premises when they occur:

- a) during an excursion organized by the trader away from his business premises, or
- b) during a visit by a trader to the consumer's home or to the consumer's place of work; where the visit does not take place at the explicit request of the consumer;

2. Excluded from the scope of application of this Article shall be the following contracts:

- a) contracts for the construction, sale and rental of immovable property;
- b) contracts for the supply of foodstuffs, beverages or other goods designated for ordinary domestic consumption and supplied by appropriate distribution services.

c) contracts for the supply of goods and services, provided that they meet the three following conditions:

- i) the contract has been entered into based on a catalogue of the seller, whereof the consumer has the possibility of reading in absence of the representative of the seller;**
- ii) the intention of continuing the contracts between the representative of the seller and the consumer in connection with this or any ensuing transaction exists;**
- iii) the catalogue, along with the contract, inform the consumer appropriately about his right to return the goods to the seller, within a period of not less than 14 calendar days since the date of**

obtaining the goods or, other wise, rescinding the contract, free of any penalty other than the reasonable care concerning the goods;

ç) insurance contracts;

d) contracts on titles.

Article 35

General and particular obligations

1. In the case of contracts concluded away from business premises within the scope of Article 34, the consumer will be granted the right to relinquish the contract within a period of fourteen days since the following day when the contract was concluded. The consumer shall notify the trader for its decision to relinquish the contract before the end of such period.
2. Making notice according to point 1 shall have the effect of releasing the consumer from obligations of the contract.
3. The trader is required to give written notice to consumers, in an intelligible and clear manner, of their right of relinquishment, along with any other relevant information.

CHAPTER II

DISTANCE CONTRACTS AND OBLIGATIONS IN THIS REGARD

Article 36

Distance contracts

2. Distance contract means any contract concerning goods or services concluded between a supplier and a consumer under an organized distance sales or service-provision scheme run by the supplier, 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 the simultaneous physical presence of both parties, may be used for the conclusion of a contract, such as: correspondence, printed materials, press advertisement with order forms, catalogues, electronic mail, electronic commerce, facsimile machine, telephone and television.
3. Excluded from the scope of application of this Article shall be the following contracts:
 - a) contracts concluded by means of automatic vending machines or automated commercial premises,
 - b) contracts concluded with telecommunications operators through the use of public payphones,
 - c) contracts concluded for the construction and sale of immovable property or relating to other immovable property rights, except for rental,
 - ç) contracts concluded in auction.
 - ~~d) contracts for the supply of foodstuffs, beverages or other goods designated for immediate consumption supplied to the residence of the consumer, or to his workplace by appropriate~~

~~distribution services;~~

~~dh) contracts for the provision of accommodation, transport, catering or leisure services, where the supplier gets involved and the contract is concluded, to provide these services on a specific date or within a specific period;~~

Article 37

General and particular obligations

1. Prior to entering into a distant contract, referring to the scope of application of Article 36, the consumer shall be provided with all relevant information, given in an intelligible and clear manner, regarding the identity of the trader, the main characteristics of the goods and services, the price to be paid and other costs applicable, the arrangements concerning delivery and payment, the conditions upon which the goods can be returned or the service can be refused, the period within which the offer remains valid, and the right of consumer to withdraw from the contract within the period indicated in point 3 of this Article.

2. The consumer must receive ~~from the trader~~ a confirmation in writing, ~~or in any other safe method, in reasonable time, during the implementation of the contract, however no later than the delivery of the goods, as long as the goods are not delivered to third parties related to them, in addition to the information set out in point 1 of this Article, specifically at the moment of dispatching the goods,~~ also the following information:

- 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) after-sales services and guarantees which exist;
- d) the **decision conditions** for rescinding the contract, where it is of unspecified duration or a duration exceeding one year.

3. The consumer has the right to withdraw from the contract without penalty and without giving any reason, within a period of fourteen 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:~~

~~a. in the event of goods, this period starts to run since the date when the consumer has received the goods, as long as the seller has met the obligations set out in point 2 of this Article. With reference to affecting the withdrawal, the consumer shall be imposed just the cost for returning the goods.~~

~~b. in the event of services, this period starts to run on the date of entering into the contract or on the date when the seller meets the conditions set out in point 2 of this Article, as long as this date ensues the date of entering into the contract.~~

~~c. In the event of contracts on voluntary pension or life insurance, the withdrawal period, referring to the distance service, shall be extended up to 30 calendar days.~~

4. If the price of goods or services is fully or partly covered by credit granted by the trader, or by credit granted to the consumer by a third party on the basis of an agreement between the third party and the trader, the credit agreement shall be cancelled, without any penalty, if the consumer exercises his right to withdraw from the contract in accordance with point 3 of this Article.

5. The trader must execute the order received from the consumer within a maximum of 30 calendar days from the day following that on which the consumer forwarded his order to the supplier.

6. The consumer is entitled to request cancellation of a payment where fraudulent use has been made of his payment card in connection with a distance contract, and also to be re-credited with the sums paid or have them returned.

7. The obligations set out in points 1 through 5 of this Article shall not apply for:

d) contracts for the supply of foodstuffs, beverages or other goods designated for immediate consumption supplied to the residence of the consumer, or to his workplace by appropriate distribution services;

dh) contracts for the provision of accommodation, transport, catering or leisure services, where the supplier gets involved and the contract is concluded, to provide these services on a specific date or within a specific period.

Article 38

Unsolicited supply

1. The supply of goods or services to a consumer without their being solicited by the consumer beforehand, where such a supply involves a demand for payment, shall be prohibited.

2. In case of unsolicited supply, the consumer shall not be subject to the condition of any consideration or to the obligation of taking any action, including the return of the goods. The absence of response from the consumer shall not imply his consent.

Article 39

Restrictions on the use of certain means of distance communication

Use by a supplier of the following means of distant communication requires the prior consent of the consumer:

- a) telephony
- b) fax
- c) electronic mail

PART VII

PARTICULAR CONTRACTS

CHAPTER I

SALE OF ENERGY, WATER AND TELECOMMUNICATION SERVICES

Article 40

Manner of invoicing

1. Supply of energy and supply of water to consumers shall be calculated on the basis of actual consumption and established through measurement equipment.

2. The volume of actual consumption will be indicated in the invoice 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 called phone numbers, time and duration of calls made, 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 to the deadline of due payments.
6. All services to the consumer regarding the compilation and delivery of the invoice shall be made free of charge.

Article 41

Obligations of traders

1. The trader shall guaranty safety, quality and continuity of the services.
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 becomes entitled to damages in the following cases:
 - a) in the event of technical interruption, not being caused by major forces or national emergency, and that are not announced before and have been an obstacle for the consumer to use those services for a period of more than 24 hours;
 - b) where the service provided is defective and has caused damage to the consumer.

CHAPTER II

TIMELY LIMITED CONTRACTS FOR THE USE OF **IMMOVABLE PROPERTIES, **PRODUCT OF LONG TERM VACATION, RESALE AND SWOPPING****

Article 42

Meaning of timely limited contracts for the use of **immovable-properties, product of long term vacation, resale and swopping**

1. A long term lease contract is a contract with a period running over one year, according to which the consumer shall, as appropriate, ensure the right to enjoy the accommodation fro one or more nights, for a more than one period.
2. The contract of long term vacation product is a contract running over one year, according to which the consumer shall, as appropriate, ensure mainly the right to benefit price reduction or other benefits, in connection with the accommodation, separately or along with the service of travel or any other service.
3. A resale contract is a contact according to which the seller, as appropriately, assists the consumer

to sell or to purchase a product of timely-limited use or a long term vacation product.

4. A swapping contract is a contract according to which the consumer, as appropriate, joins a swapping system, the latter providing the opportunity to the consumer to use the accommodation or other services against granting the possibility to other persons temporarily to use the benefits stemming from the consumer contract for the time-limited use.

A time-limited use contract for the immovable properties is any contract or group of contracts, entered into between a seller and a consumer, for a period of not less than three years, according to which and against the payment of a certain amount directly or indirectly, an object of transfer emerges or exists, or it is entered into to transfer a right over the immovable property or any other right, connected to the use of one or more immovable properties, for a specific or specifiable period of the year, which can never be less than a week.

Article 43

General notification

~~1. — Prior to the conclusion of a contract for the time-limited use of immovable properties, the consumer shall, within a reasonable time, be provided with all relevant information, given in an intelligible and clear manner, regarding in particular the identity of the trader, the exact nature of the right which is the subject of the contract and terms for assuming the right, the description of the immovable property and its location, if the immovable property is under construction, current situation and the deadline and guarantee related with its completion, the final situation of the immovable property, to be operational for the services involving lighting, water, phone and gas supply, common facilities, including lighting, water, maintenance, joint commodities, to which the consumer has the right of use, immovable property maintenance and management arrangement principles, the price to be paid by the consumer to assume the contracted right, and all additional costs and information on the right to withdraw from the contract within the period indicated in point 5 of this Article.~~

~~2. — The information in point 1 of this Article shall be included in the contract.~~

~~3. — In addition to the date required in point 2, the contract will include, in an intelligible and clear manner, the following ones:~~

~~a) the exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration;~~

~~b) the date on which the consumer may start to exercise the contractual right;~~

~~c) the right of the consumer to be or not part in the exchange or resale of the contractual rights organized by the trader or by a third party authorised by the seller in the contract.~~

~~ç) a term stating the exemption of provision of costs, which do not amount to costs, charges or obligations other than those specified in the contract.~~

~~d) the date and place of each party's signing of the contract.~~

~~4. — When the property is located in a foreign country, the trader must provide the consumer with a certified and notarized translation of the contract in the Albanian language.~~

~~5. — The consumer has the right to withdraw from the contract without penalty and without giving any reason, within a period of fourteen calendar days, starting from the day of both parties signing the contract or of both parties signing a binding preliminary contract.~~

~~6. Any advance payments by a consumer before the end of the period during which he may exercise the right of withdrawal are prohibited.~~

~~7. If the price to be paid under the time-limited use contract of the immovable property is fully or partly covered by credit granted by the trader, or by credit granted to the consumer by a third party on the basis of an agreement between the third party and the trader, the credit agreement shall be cancelled, without any penalty, if the consumer exercises his right to withdraw from the contract in accordance with point 5 of this Article.~~

Article 43

General and special obligations

1. In a reasonable time, prior to the consumer admitting an offer or entering into a timely-restricted lease, resale or swapping contract for a product, the trader shall provide to him clearly and comprehensibly the entire relevant information.
2. The trader shall provide to the consumer the time-restricted lease, resale or swapping contract, in writing or in another reliable method, in Albanian.
3. Where the subject matter of the timely restricted lease, resale or swapping contract is located in a foreign country, the trader shall provide to the consumer a certified translation of the contract into Albanian.
4. The consumer shall be entitled to withdraw from the timely-restricted lease, resale or swapping contract without penalty and without providing any reasons within a time period of 14 calendar days, starting from the day of entering into a contract or from the date when the parties sign up to the preliminary binding contract on from the date when the consumer receives the contract or any other preliminary binding contract, as long as this date is later than the date of entering into the contract or the preliminary contract.
5. Where the price of the timely restricted lease, resale or swapping contract is fully or partially covered by the credit granted to the consumer by the trader or by a third party, based on an agreement between the third party and the trader, the credit agreement shall be terminated without penalty for the consumer, as long as the consumer assumes the right to withdraw from the timely-restricted lease, resale or swapping contract.

CHAPTER III

CONSUMER CREDIT AND OBLIGATIONS IN THIS REGARD

Article 44

Consumer credit

1. Consumer credit agreement means an agreement whereby a creditor grants or promises to grant to a consumer a credit in the form of a deferred payment, a loan or other similar financial agreements.
2. Agreements for the conditions for the provision on a continuing basis of a service or for the supply of goods of the same kind and in the same quantity, where the consumer has the right to payment for the extension of these conditions by means of instalments, are not

deemed to be credit agreements;

3. The following agreements shall be exempted from the field of activity of this chapter:

a) credit agreements or agreements promising to grant credit:

i. intended primarily for the purpose of acquiring or retaining property rights in land or in an existing or projected building,

ii. intended for the purpose of renovating or improving a building as such;

b) rental agreements, except where these agreements provide that the ownership title will pass ultimately to the tenant;

c) credit granted or made available without payment of interest or any other charge;

ç) credit agreements under which no interest is charged provided the consumer agrees to repay the credit in a single payment;

d) credit agreements involving a total amount of credit exceeding 6 000 000 ALL;

dh) credit agreements under which the consumer is required to repay the credit:

i. within a period not exceeding three months,

ii. by a maximum number of four payments within a period not exceeding 12 months.

3. Exempt from the scope of application of this chapter shall be the credit agreements:

a) **Being guaranteed by mortgage encumbrance or any other comparable security, being made use of over an immovable property, or guaranteed by way of a right connected to the immovable property;**

b) **The aim of which is obtaining/getting hold of or preserving the ownership rights on the land or on the existing or potential buildings;**

c) **Including a total amount of the credit not less than 30 thousand ALL or more than 10 million ALL;**

ç) **Rental or leasing agreement where the obligation for the purchase of the subject matter of the agreement has not been set out in the agreement or in any other separate agreement. Such an obligation shall be presumed that it exists, as long as it has been determined by the creditor unilaterally;**

d) **In the form of an overdraft and where the credit has to be repaid within one month;**

dh) **Where the credit has been granted free of interests and not subject to any obligation/further payment and the credit agreements, under which conditions, the credit has to be repaid within three months and just obligations of insignificant and small value remain to be paid off;**

e) **Where the credit has been granted by the employer to his employees, as a secondary activity and free of interest or with an annual rate of lowest percentage of payments/obligations than those which exist in the market and which are generally not offered to the public;**

ë) **Being the outcome of a settlement reached before the court or before any other legal authority;**

f) **Which have to do with a delayed payment, bearing not obligations/payments for an existing debt;**

g) **In connection with the conclusion of which the consumer needs to deposit a pledge at the trust of the creditor, where the liability of the consumer to that pledge is extremely limited.**

gj) **Bearing a connection with the loan granted to a restricted public, based on a legal provision, to the effect of the general interest and with the lower interest rates than those existing in the market, with or without interest, or other conditions being more favourable for the consumer than those existing in the market or with interest rates not higher than those existing in the market.**

4. Consumer credit shall be regulated by a sub legal act of the Bank of Albania.

Article 45 Other Obligations

~~1. Any advertisement or any offer which is displayed at business premises, in which a trader offers credit or offers to arrange a credit agreement and in which a rate of interest or any figures relating to the cost of the credit are indicated, shall also include a statement of the annual percentage rate of charge.~~

1. Any advertisement in connection with the credit agreements indicating an interest rate or any other figure in connection with the credit price for the consumers shall include the standard information set out in this Article.

This standard information shall be provided clearly, accurately and evidently, by way of an exemplifying instance, specifying:

- a) fixed or fluctuating loan interest, or both, with the specifics of each payment/obligation falling into the total cost of the credit for the consumer;
- b) total credit amount;
- c) annual percentage rate of payments/obligations or effective interest rate, as set out in a bylaw act of the Bank of Albania;
- ç) as applicable, the duration of the credit agreement;
- d) in the event of a credit in the form of a delayed payment with regard to a specific good or service, price in cash and amount of any advance payment;
- dh) the total amount of payment for the consumer and the amounts of payments for instalments.

1.1 In a reasonable time, prior to the consumer admitting a bid or enter into a contract, the creditor and, as applicable, the mediator of the credit, shall ensure to the consumer and based on the credit conditions and on the conditions offered by the creditor, as well as if applicable, on the preference expressed or information provided by the consumer, the data necessary to compare the various offers, in order to make a decision on entering into the credit agreement based on these data.

Such an information, provided in writing or with another reliable method, shall be in accordance with the standard formats/form of information of the consumer credit, set out by the Bank of Albania.

1.2 In the sense of this Article “mediator of the credit” is any natural or legal entity, not acting as a creditor, however, for the purposes connected to the commerce, business or his profession:

- i) submits or offers credit agreements to the consumers;
- ii) assists the consumers in their preparatory work, in connection with the credit agreement, different from those referred to in sub-group “I”;
- iii) enters into credit agreements with consumers on behalf of the creditor, based on a fee, which can be in cash or any other financial form, whereon it has been agreed.

2. The consumer shall be entitled to withdraw from the credit agreement, without providing any reason, within a term of 14 calendar days, starting from the date of entering into the credit agreement or from the date when the consumer is informed about the contractual conditions, as long as the latter ensues subsequently.

2.1 The consumer shall be entitled, at any time, to pay off partially or fully his obligations, according to the credit agreement. The consumer shall, in these cases, be provided the right to reduce the total cost of credit, consisting in reducing the interests and costs for the remaining period of the

credit contract.

3. The credit contracts shall be drafted in writing ~~and the consumer shall receive a hard copy or in another reliable format and a copy shall be provided to the parties.~~

4. The written agreement shall include all relevant information regarding the annual percentage rate of charge, the conditions under which this may be amended, the amount, number and frequency or dates of the payments which the consumer must make to repay the credit, and all other essential terms of the contract.

5. The existence of a credit agreement shall not in any way affect the rights of the consumer against the supplier of goods or services purchased by means of such an agreement in cases where the goods or services are not supplied or are otherwise not in conformity with the contract for their supply.

6. Where in order to buy goods or obtain services the consumer enters into a credit agreement with a person other than the supplier of them, and there is a close business relationship between the grantor of the credit and the supplier of the goods or services, the consumer will have the right to pursue remedies against the grantor of credit when the goods or services covered by the credit agreement are not supplied or are not in conformity with the contract for supply of them.

CHAPTER IV TRAVEL PACKAGE CONTRACTS AND THE OBLIGATIONS IN THIS REGARD

Article 46

Package travel contracts

Package travel contracts are the contracts which:

a) ensure or offer to the consumer, at an inclusive price, a pre-arranged combination of not fewer than two of the following types of services:

i. transport;

ii. accommodation;

iii. other tourist services, not ancillary to transport or accommodation and accounting for a significant proportion of the package;

b) the service covers a period of not less than twenty-four hours, including accommodation, at least for one night.

Article 47

General and particular obligations

1. The package provider shall be obliged to provide the necessary information to the consumer, not being misleading, in connection with the tourism package and any other conditions applying to the contract.

2. When a brochure is made available to the consumer by the seller or the organiser of the travel package, it shall indicate in a legible, comprehensible and accurate manner the

information concerning:

- a) package price, amount or the percentage of the price which is to be paid in advance and the timetable for payment of the remainder;
- b) the destination and the itinerary
- c) the means, and categories of transport used;
- d) the type of accommodation, its location and category;
- e) the meal plan;
- f) passport and visa requirements.

PART VIII
CONSUMER PROTECTION INSTITUTIONS
CHAPTER I
STATE BODIES

Article 48

Competent bodies

The competent state authorities shall be the main responsible bodies for developing and implementing consumer protection policies in order to protect the basic rights of consumers, specifically with regard to sensitive groups of consumers, such as: children, aged, indigents, disabled, ill people and those with limited mental or physical abilities.

Article 49

Responsible body

1. The Ministry in charge of trade matters shall, through relevant administrative structures (hereinafter responsible body for consumer protection), compile policies and also ensure the regulatory instruments of consumer protection as well as an effective enforcement of this Law.
2. The main responsibilities of this body are:
 - a) Studying and submission of proposals related to the compilation and development of a national policy for consumer protection;
 - b) Preparation and analysis of legal regulations to address regulatory issues related with the consumer protection;
 - c) Coordination of consumer protection policies and activities with line ministries and other state institutions;
 - ç) Taking of the coordinative measures for implementing strategic documents in consumer protection field.
 - d) Proposing necessary measures to guaranty a high level of consumer protection;
 - dh) Taking initiatives to define code of conducts or standard contracts in cooperation with relevant economic operators;
 - e) Cooperation with central and local government bodies on consumer protection;
 - f) Cooperation with consumer associations;

- g) Monitoring of the implementation of this law;
- h) Development of consumers complaints handling systems and schemes for alternative disputes settlements;
- gj) Giving support to activities of consumer organizations;
- i) Cooperation and exchange of experience with analogue European and international institutions;
- j) Developing consumer awareness campaigns; sensibilisation and continuous information to the consumers.

Article 50

Coordination Council

1. In order to analyse strategies and organisation measures for consumer protection, a Coordinative Council is established.
2. The Coordinative Council is composed from representatives of state administrative bodies related directly or indirectly to the protection of the consumer interest, as well as from non-profit consumer and business associations.
3. The composition of the Coordinative Council shall be approved by the Order of Prime Minister.
4. The Minister in charge of the trade matters chairs the Coordinative Council.
5. The Regulation for the functioning of he Coordinative Council shall be approved by the minister responsible for the commercial field. The structure responsible for the protection of consumers, set out under Article 49 of this Law, shall be vested with the functions of the technical secretariat of the Coordinative Council.

CHAPTER II

ENFORCEMENT BODIES

Article 51

Market surveillance responsible body

1. The market surveillance responsible body, according article 16 of the Law no. 9779, date 16.07.2007 "On general safety, essential requirements and conformity assessment for non food products" controls the enforcement of the articles 5, 7, 8, 9, 11, 12, 18, 19, 20 and 21, of this law.
2. The market surveillance responsible body collaborates with the responsible body for consumer protection and report to it.
3. The checkout of the observation of the legal requirements under this law shall be made in accordance with this law and the law no 10 433, dated 16/06/2011 "On inspection in the republic of Albania".

Article 52

Consumer Protection Commission

1. For the examination of the infringements and the taking of the measures related to the enforcement of provisions of this law, as well as secondary legislation based in this act, except the functions covered by market surveillance responsible body, determined in article 51, the Consumer Protection Commission shall be established.

The cases when specific acts determine other responsible bodies shall be exceptional.

2. The Consumer Protection Commission is composed of 5 persons:

a) 2 representatives from the ministry in charge of the trade matters, one of these is from the responsible body for consumer protection;

b) 2 representatives from Ministry of Justice;

c) ~~1 well-known expert of the consumer protection matters, representative from civil society with experience in the economic and case law field.~~

~~Nomination and dismissal of the member will be made by Prime Minister Order with a proposal of the Minister in charge of the trade matters for the representatives in point "a" and "c" and the Minister of Justice for the proposals of point "b".~~ The Commission members, referred to in letters "a" and "b" shall be civil servants, proposed by the respective minister.

~~The chairman and the members of the commission shall be appointed and dismissed upon the order of the Premier. The chairman of the Commission shall be appointed from the two representatives of the ministry responsible for the field of commerce and he shall be at least of 3 years experience in the field of consumer protection.~~

3. The mandate of the member of the commission is 5 year, with the renovation right.

4. In order to identify the infringement of the provisions according to point 1 of this article, there will be made use of findings, requests, complaints or any other information which constitutes sufficient reason for processing.

5. In order to verify the infringements of the provisions according to point 1 of this article, the Commission collaborates with the responsible body for consumer protection as well as with the market surveillance responsible body.

6. The responsible body for consumer protection is in charge of the functions of the Technical Secretariat of this Commission.

7. The functioning procedure, the method of the payment of the Consumer Protection Commission, as well as the procedures for assessment of the infringements will be determined by the Council of Ministers Decision.

~~8. The commission shall draft a report at the end of each year and as often as required, about its activity and publishes it on the internet site of the ministry responsible for commerce.~~

Article 52/1

Obligation to provide information

~~The traders shall be obliged to provide, in a clear, true and flawless matter, the entire information required by the implementing bodies and the responsible structures for the protection of the consumers, under the provisions of this law.~~

CHAPTER III

NON-PROFIT MAKING ORGANISATIONS

Article 53

Consumer associations

1. Consumers have the right to create on a voluntary basis independent consumer associations in order to protect their interests according the legislation in effect.
2. Consumer associations are organizations independent from traders and have a statutory aim the protection of consumer rights.
3. In order to be representative of the collective interests of consumers, consumer associations must meet the following criteria:
 - a) Effective membership;
 - b) Experience;
 - c) Geographical coverage.
4. Officials of the state administration bodies dealing with consumer protection issues are not allowed to assume leading functions in consumer associations.

Article 54

Rights of consumer associations

Consumer associations are entitled to:

- a) educate, inform and raise continuously the awareness of the consumers on their rights;
 - b) Organize and manage consumers advice centres, according to the criteria determined by the ministry in charge of trade matters;
 - c) Handle and follow up consumer complaints;
 - ç) Exchange information with the state institutions in charge if consumer protection;
 - d) Carry out independent tests on the quality and safety of goods and services in the market and make public the results of these tests;
 - dh) Take legal actions before the court against traders, in cases of consumer rights violations;
2. The financial resources of the consumer protection associations are the same with those provided by relevant non-profit making associations' legislation.
 3. Within the approved budget available, the competent ministry in charge of the trade matters will give financial support to consumer associations. The allocation form will be carried out through tendering procedures.

CHAPTER IV INJUNCTIONS

Article 55

Cessation order

In case of any actions contrary to the provisions of this Law, which harms the collective interests of consumers, the responsible body for consumer protection and the consumer

associations which are declared to be representative of the collective interests of consumers in accordance with Article 53 of this law may approach the Consumer Protection Commission and/or the court to seek rendering a ruling on:

- a) the cessation or prohibition of the infringement;
- b) the publication of the decision according to letter “a”, in full or in part, in such form as deemed adequate and/or the publication of a statement of a such a form as serving the elimination of the continuing effects of the infringement;
- c) the payments into the state budget by the losing respondent, in the event of failure to comply with the decision within a time-limit specified by the Commission/Court, of a fixed amount for each day's delay or for each further similar infringement.
- d) publications according letter “b” of this point are made by the ministry in charge of trade matters. The losing respondent will pay all the costs.

CHAPTER V PROCESSING THE CONSUMERS' COMPLAINTS

Article 56 Consumers' complaints

1. The consumer, whose rights are infringed, ~~if it has not been agreed otherwise by parties,~~ has the right to submit a complaint to:
 - a. the state administrative bodies responsible for consumer protection;
 - b. to consumer associations;
 - c. ombudsman;
 - ç. to the arbitration court,
 - d. to the judicial authorities;
 - dh. to any other body particularly, established specifically for dispute settlement extra-judicially.

1/1 The minister being responsible for trade shall issue the instruction on determining the procedures for processing complaints being submitted with the structure provided for in letter “a” of point 1 of this Article.

2. ~~The structure referred to letter “dh” of point 1 of this Article, will be established with the Council of Minister Decision.~~ The Council of Ministers shall be tasked with determining the criteria to be met by the structure provided for in letter “dh” of point 1 of this Article.

PART IX ADMINISTRATIVE OFFENCES

Article 57 Administrative offences

The infringement of the provisions of this law shall, as long as they do not constitute a

criminal offence, constitute administrative contravention and be punished as follows:

~~1. By the body responsible for market surveillance:~~

~~a) For violations of the provision contained in in Articles 9, 11, 18, 19, 20 and 21, to a penalty of 30 000 ALL;~~

~~b) For violations of the provision contained in Articles 7, 8, 12, 22 and 32, point 3, to a penalty of 70 000 ALL;~~

~~2. By the Consumer Protection Commission:~~

~~a) For violations of the provision contained in articles 14, 15, 17 letter "A", 22, 32, 33, 35, 37, 38, 39, 40 and 43, to a penalty of 70 000 ALL;~~

~~b) For violations of the provision contained in Articles 16, 17 letter "B", 23, 24, 25, 27, point 4, 28, point 2, 29, 30, 31, 41 and 45, to a penalty of 100 000 ALL;~~

~~3. By other institutions:~~

~~a) State Tourism Office: for violations of the provision contained in Article 47, to a penalty of 100 000 ALL;~~

~~b) Directorate General of Metrology: for violations of the provision contained in Article 9, point 1/c, to a penalty of 50 000 ALL;~~

~~c) Directorate General of Taxes: For violations of the provision foreseen in relevant legislation for the issue of tax vouchers.~~

~~4. In the event of recurrence, the penalties provided for in point 1 of this article shall be doubled. Recurrence shall be considered the fact when the offender commits the same infringement within a 5-year period.~~

1. By the body responsible for market surveillance:

a) due to the infringement of provisions contained in Articles 9, points 3 and 4, 11, 18, to a penalty at the extent of 100 000 ALL;

a) due to the infringement of provisions contained in Articles 7, 8, 9 points 1 and 2, 12, 30 and 31, to a penalty at the extent of 1 percent of the annual turnover of the preceding financial year, however, not below 200 000 ALL;

b) due to the failure to meet the requirements provided for in Article 52/1, to a penalty at the extent of 300 000 ALL;

2. By the Consumers Protection Commission:

a) due to the infringement of provisions contained in Articles 14, 15, 17 letter "A", 22, 24, 32 point 3, 33, 35, 37, 38, 39 and 43, to a penalty at the extent of 1 percent of the annual turnover of the preceding financial year, however, not below 300 000 ALL;

b) due to the infringement of provisions contained in Articles 16, 17 letter "B", 25, 27 point 4, 28 point 1, 29, 33/1, 40, 41, 45 e 47, to a penalty at the extent of 2 percent of the annual turnover of the preceding financial year, however, not below 500 000 ALL;

c) due to the infringement of provisions contained in Articles 9 and 39 (in the event of commercial practices), to a penalty of 100 000 ALL;

ç) due to the failure to meet the requirements provided for in Article 52/1, to a penalty of 300 000 ALL.

3. By other institutions:

Directorate General of Metrology: due to the violation of the provision contained in letter “c” point 1 of Article 9, to a penalty of the extent of 100 000 ALL;”.

2. In point 4, the phrase “in point 1 f this Article” shall be replaced with the phrase “in this Article”.

3. Point 5 shall be added next to point 4 with the following contents:

“5. Where the Commission, in the course of examining the administrative contravention, finds out incurrance of damage, it shall, following the completion of the administrative examination, evaluate the extent of damage and decide the damage recovery by way of separate decision.

The damages as well as the payment for the assessment of damages shall be imposed on the entity having committed the administrative contravention.

6. The penalties imposed under this Article shall be principal punishments.

Article 58

Penalties by the Committee

1. The penalty shall be imposed within 2 month since the date on which the infringement is ascertained.

2. The having committed the infringement shall pay the penalty within 10 days since the date on receiving the notification on the levy.

3. The penalty being levied in compliance with this law shall be executive title and it shall be enforced by the bailiff’s office, as long as it is not paid in time by the person having committed the infringement.

Article 58/1

Processing and complaining against the penalties

The penalties imposed by the inspectors under Article 57of this law shall processed, imposed finally and complained against in compliance with the law on inspection.

Article 59

Complaints procedure against the commission decisions

1. The person being subject to the administrative measure shall, referring to the decision of the Consumer Protection Committee, be entitled to request its re-examination before the court within 30 days:

~~2. The person being subject to the administrative measure shall, referring to the decision of the body responsible the market surveillance, be entitled to complain in accordance with the Article 24, of the law no. 9779, date 16.7.2007 “On general safety, essential requirements and conformity assessment for non food products”.~~

3. The person having committed the administrative contravention and being subject to the administrative measure shall, as appropriately provided for in Article 58, point 3, of this law, have the right to request the re-examination before the institutions having imposed the relevant administrative measure.

Article 60

The revenues emerging from collection of penalties proceeds Act shall be paid to the State budget.

PART X
TEMPORARY AND LAST PROVISIONS

Article 61

The Council of Ministers shall be tasked to issue the necessary sub legal acts under the Articles 34, 36, 42, 46, 52 e 56 of this law.

Article 62

The law no. 9135, date 11.09.2003 “On consumer protection” shall herewith be repealed.

Article 63

Entry into effect

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

**Announced by decree no 5695, dated 05/05/2008 of the President of the Republic,
Bamir Topi.**