

THE LAW OF THE REPUBLIC OF BELARUS

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ON PROTECTION OF THE RIGHTS OF THE CONSUMERS

The present Law defines the general legal, economic and social bases for the protection of the rights of the citizens who are consumers of commodities and covers the relationship between them and the enterprises, organizations, institutions irrespective of the forms of ownership, conditions of economic management, as well as citizens who are entrepreneurs. The present Law utilizes the following notions: "commodities" meaning consumer goods, products, work and services; "consumer" meaning the citizen acquiring, ordering or having an intention to acquire or order commodities who uses them for personal, household or family needs; "manufacturer" meaning the enterprise, organization, institution or citizen who is entrepreneur, producing commodities for the realization; "performer" meaning the enterprise, organization, institution or citizen who is entrepreneur, performing work for the consumer or rendering services to him; "vendor" meaning the enterprise, organization, institution for citizen who is entrepreneur, realizing the commodity to the consumer according to the purchase and selling contract; "contract" meaning an agreement between the consumer and the vendor (performer, manufacturer) on the quality, time period, price and other conditions of purchasing and selling of the commodity, performing of work, rendering of services; "normative and technical documentation" meaning standards, other documents being equal to them (construction norms and rules, state pharmacopoeia and provisional pharmacopoean articles on medicinal drugs), specifications, technical description, prescriptions and other documentation assigning the commodity quality requirements; "certificate of correspondence" meaning a document certifying the correspondence of commodity properties to the requirements established for them; "guarantee period" meaning the calendar period (in months) or period of operation (in hours, operational cycles, kilometers of the running and so on) during which the manufacturer, performer or vendor guarantees and secures the fulfillment of the requirements to the quality of the commodity as stipulated in the normative and technical documentation; "service life" meaning the duration of operation on reaching of which the operation of the commodity must be ceased irrespective of its technical condition; "application (preservation) time" meaning the time during which the values of the parameters, characterizing the ability of the commodity to secure the given functions, shall be preserved within the limitations established in the designing estimates; "commodity receipt" meaning the document certifying the purchase of the commodity if cashdesks are absent, which shows the cost of the commodity, the date of its acquisition and the information on the vendor; "cashdesk receipt" meaning the document certifying the purchase of the commodity by means of the cashdesk, which shows the cost of the commodity, the date of its acquisition and the number of the cashdesk. Section I GENERAL PROVISIONS

Article 1.

Legislation of the Republic of Belarus on the Protection of the Rights of the Consumers

1. The legislation of the Republic of Belarus on the protection of the rights of the consumer includes the present Law and other legislative acts of the Republic of Belarus adopted in conformity with this Law. 2. Legislative acts of the Republic of Belarus on the protection of the rights of the consumers may not limit the rights of the consumers and

reduce the guarantees of their protection as compared to those established in the present Law.

Article 2.

International Agreements If an international agreement to which the Republic of Belarus is a party establishes the rules other than those contained in the legislation of the Republic of Belarus on the protection of the rights of the consumer, then the rules of the international agreement shall be applied.

Article 3.

Specific Rules of the Application of the Present Law The Council of Ministers of the Republic of Belarus may establish specific rules for the application of the present Law (which do not contradict its basic provisions) on separate kinds of commodities as well as on separate kinds of contracts. Section II RIGHTS OF THE CONSUMERS AND THEIR PROTECTION

Article 4.

Rights of the Consumers of the Commodities Any consumer shall have the right to: the protection of his interests by the State; the appropriate quality of commodities; the safety of commodities; the full and authentic information on commodities; the reimbursement in the full amount of the damage caused by a commodity of inappropriate quality; apply to a court of justice or other authorized state bodies so as to protect violated rights or interests protected by the law; set up public consumer associations. Legislative acts may also stipulate and guarantee other rights of the commodity consumers beside those defined in this Article.

Article 5.

State Protection of the Rights of the Consumers 1. The State shall assure the consumers the protection of their legal interests, the obtaining of the necessary data to make decisions when acquiring or using the commodity. 2. The State protection of the rights of the consumers shall be assured by the bodies of state power and government, specially authorized bodies, as well as courts of justice.

Article 6.

Judicial Protection of the Rights of the Consumers The protection of the rights of the consumers stipulated by the present Law and other legislation of the Republic of Belarus on the protection of the rights of the consumers shall be effected by the court of justice. Lawsuits shall be submitted to the court of justice according to the procedures stipulated by the civil procedural legislation. Consumers shall be freed from the payment of the state duty on the lawsuits on the violation of their rights stipulated by the legislative acts on the protection of the rights of the consumers.

Article 7.

Information on the Commodities 1. The vendor (manufacturer, performer) shall be obliged to provide the consumer with the necessary and true information on the name and identity of his enterprise, price, consumer properties of the commodities the consumer is interested in (in respect to foodstuff - also on the composition, energy values, presence of substances harmful for health), conditions of their acquisition, guarantee commitments and the procedure for bringing claims, methods and rules of the use of the commodities, their storage and safe utilization, as well as other information assuring possibility of a competent selection of the commodity, its storage and use. The vendor (performer) shall also be obliged to provide the consumer with a sufficiently full, adequate and explanatory

information on the rules of trade in the commodities realizable by the enterprise and other kinds of services. 2. Information stipulated in item 1 of the present Article shall be made known to the consumer through technical documentation appended to the commodities as well as through marking, specifying the date of manufacture and realization or in other ways adopted in certain spheres of service. Foodstuff, medicines, cosmetics and other products (their packing), the consumer properties of which may deteriorate with time, must also bear the date of manufacture, the term of use or realization. 3. Commodities manufactured by the enterprise must bear the manufacturer's mark and the trademark registered in conformity with the established procedure, except in cases stipulated by the legislation of the Republic of Belarus. The manufacturer's mark shall include the name of the manufacturer, his location, the designation of the normative and technical documentation to which the manufactured commodities must be correspondent. Commodities manufactured by the citizen who exercises entrepreneurial activities without the formation of the legal person must have a label specifying the data on the state registration made in conformity with the legislation of the Republic of Belarus, as well as the normative and technical documentation the compulsory requirements of which cover the given commodities. 4. If the provision of inadequate or insufficiently full information on the commodities being realized has caused: the acquisition of commodities having no properties necessary for the consumer, the consumer shall have the right to cancel the contract and demand the reimbursement of losses caused to him; the impossibility to use the acquired commodities according to their purpose of use, the consumer shall have the right to demand that the above information be provided within a period of 14 days. If information is not provided within the specified period, the consumer shall have the right to cancel the contract and demand the reimbursement of the losses; a damage to the health, life or property of the consumer, he shall have the right to make to the vendor (manufacturer, performer) the claims stipulated in Article 14 of the present Law. 5. Losses caused to the consumer of commodities acquired as a result of unfair advertising shall be liable to be reimbursed by the advertiser in the full amount. 6. Claims of the consumer on the reimbursement of losses caused by inadequate or insufficiently full information on the commodities or an unfair advertising shall be considered proceeding from the assumption that the consumer has no special knowledge of the properties and characteristics of the commodities acquired.

Article 8.

Appropriate Quality of Commodities 1. The vendor, performer shall be obliged to transfer to the consumer the commodities the quality of which corresponds to the compulsory requirements of normative and technical documentation, the conditions of the contracts as well as the information provided on the consumer properties of the above commodities. The commodities sold shall be appended with a commodity receipt or a cashdesk receipt or any other document confirming the purchase. The list and conditions for the provision of documents confirming the purchase of commodities from retail enterprises located in rural areas, public catering enterprises, retail delivery, peddling and kiosk trade shall be established according to the procedure defined by the Council of Ministers of the Republic of Belarus. 2. The manufacturer, performer, vendor shall be obliged to assure the possibility of use of the commodities during their service life. To this end, the manufacturer, performer, vendor shall assure a technical maintenance and repair of commodities as well as production, supply and selling through the trade and

repair systems of spare parts in the amount and variety necessary for their repair and technical maintenance during the period of production of the commodities, while after their production has been discontinued - during the service life or, if such service life is absent, during 10 years. During the above periods the manufacturer, performer, vendor must assure the availability of the required spare parts. 3. Losses caused to the consumer as a result of non-fulfillment or inadequate fulfillment by the manufacturer, performer or vendor of his commitments which are defined in item 2 of the present Article shall be liable to reimbursement in the full amount. 4. The procedure for the reimbursement of losses by the vendor, manufacturer, performer to the consumer as well as of the harm to the life of the consumer, his health and property caused during the periods established by the present Law by commodities of an inadequate quality after a declaration of insolvency, bankruptcy, liquidation of the vendor, manufacturer, performer and in other cases of termination of their activities shall be defined by the legislation of the Republic of Belarus.

Article 9.

Guarantee Commitments 1. Guarantee periods shall be established by normative and technical documentation or specified by the contract concluded in writing, or may be established by the legislation. The guarantee period shall be calculated from the day of selling of the commodity or from the day of its production, if the date of selling is not known. The application time shall be established by normative and technical documentation or the contract, while the application time for foodstuff shall be established only by the normative and technical documentation of the manufacturer and shall be calculated from the day of manufacture. 2. For separate kinds of technically complex commodities (automobiles, motorcycles, television sets and so on) having different independent components and devices guarantee periods may be established for their separate parts (storage batteries, tires, cathode ray tubes and so on). Guarantee periods for components must be not less than the guarantee period for the basic product. 3. It shall be banned to realize foodstuff with the expired application time. Realization of certain nonfood commodities with the expired application time may be permitted by specially authorized state bodies on the protection of the rights of the consumers on the results of a pertinent expertise of these commodities.

Article 10.

Rights of the Consumer When Commodities of Inadequate Quality Have Been Sold to Him 1. The consumer to whom the commodity of inadequate quality has been sold, if the drawbacks of the commodity has not been specified by the vendor, shall have the right to demand, on his own choice, either a free-of-charge correction of the commodity drawbacks or a reimbursement of his expenses for the correction of the drawbacks, or a commensurable decrease of the purchase price, or a replacement of such commodity by a commodity of adequate quality, or a cancellation of the contract and reimbursement of losses incurred. The consumer may exercise the above rights within 12 months from the time he has acquired the right of ownership of the commodity, if longer periods are not established by legislative acts of the Republic of Belarus or by the contract, whereas if a guarantee period or application time is set for the commodity - within this period. For seasonal commodities (clothes, footwear, fur articles and others) the period for making claims shall be calculated from the time the relevant season begins: from the 1st of April for summer commodities and from the 1st of October for autumn and winter

commodities. For footwear of winter season the guarantee periods of wear shall be calculated: from the 15th of November for winter footwear, from the 1st of March for spring footwear, from the 15th of September for autumn footwear, from the 1st of May for summer footwear. If hidden drawbacks are detected in articles made of natural fur the consumer shall have the right to exchange them within 12 months from the day of purchase. This period shall not include the time of interruption in the use of the article connected with the beginning of another season. 2. If drawbacks appear in products being independent components of sets or integral parts and having their own guarantee periods the buyer shall have the right to make one of the claims stipulated in item 1 of the present Article both in respect to the whole set or integrity and its individual defective components. Liability before the consumer for the quality of components shall be born by the manufacturer of the final product. 3. The requirements stemming from item 1 of the present Article shall be presented by the consumer on his own choice to the vendor of the commodity or the trade enterprise, performing the function of the vendor, at the place of residence of the consumer. In accordance with the kind of the realized commodities the state trade enterprise and trade enterprises of the consumer cooperation which are not the vendor of the commodity shall perform function connected with the fulfillment before the consumer of the commitments, stemming from the present Article, of the enterprises which are vendors of the respective trade systems Functions connected with the fulfillment of such commitments of vendors which are based on other forms of ownership shall be performed by trade enterprises formed by them, which realize commodities of respective kinds, or enterprises with which the vendors have made the respective contract. In cases stipulated by the contract of purchase (sale) the consumer shall also have the right to make claims on a free-of-charge correction of drawbacks or on a reimbursement of expenses on their correction to the manufacturer or the enterprise formed for this purposes by the manufacturer, or the enterprises which have been charged to perform the correspondent functions according to the contract made with them by the manufacturer. 4. The claims of the consumer shall be considered when the consumer presents a commodity (cashdesk) receipt and, as regards commodities for which guarantee periods are set, the properly arranged technical certificate or another substituting document. In case the consumer loses the technical certificate or another substituting document they shall be renewed according to the procedure established by the civil procedural legislation. 5. Claims of the consumer stemming from item 1 of the present Article shall not be subject to be met if the vendor, manufacturer (the enterprise performing their functions) prove that the drawbacks in the commodity appeared because of a violation by the consumer of the rules of operation, use or storage, actions of third parties or force majeure. If the consumer detects within the service life, but on expiration of the time period specified in item 1 of the present Article, production, design, prescription or any other drawbacks of the commodities not connected with the wear, aging and other physical processes in the commodity, the claims of the consumer stipulated by the present Article shall be met if the vendor (manufacturer) does not prove that these drawbacks in the commodity appeared after it was sold. The consumer shall have the right to take part in the checking (expertise) of the commodity in person or through his representative. The cost of the expertise shall be paid by the vendor, manufacturer. If it is found out that the defect has been caused by a fault of the consumer as a result of his violation of the rules of operation, use or storage, the consumer shall

reimburse the vendor, manufacturer the cost of the expertise. 6. The delivery of large-size commodities with the weight of over 10 kilogrammes to the vendor, manufacturer (enterprises performing their functions) for repair, devaluation, replacement and the return of such commodities to the consumer shall be effected by means of the forces and resources of the enterprise (vendor, manufacturer) to whom the consumer has applied. If the enterprise (vendor, manufacturer) does not abide by this commitment, as well as if the vendor, manufacturer (enterprises performing their functions) is not present at the place of location of the consumer, the delivery and the return of commodities may be performed by the consumer at the expense of the vendor, manufacturer (enterprises performing their functions). 7. Claims of the consumer on the replacement of the commodity of inadequate quality shall be met immediately, or if it is required to check its quality - within 14 days from the day the respective claim is submitted, if no other time period has been established by agreement of the parties. In this case technically complicated commodities the process of operation and use of which has detected hidden minor drawbacks shall be liable to be exchanged, if the vendor, manufacturer (enterprises performing their function) will not make, within a 14-day period, the correspondent repair at the expense of their own forces and resources. The list of drawbacks which may be corrected by means of a minor repair shall be defined by the normative and technical documentation. When the consumer claims the replacement of a bad-quality commodity and if commodities of the given model (brand, type, article and so on) are not available in possession of the vendor (enterprise performing his functions) because of reasons that do not depend on him during two months from the time the consumer submit an application in writing, the vendor (enterprise performing his functions) shall be obliged to provide to him an analogous commodity of another model (brand, type, article and so on) with the correspondent recalculation. When the commodity is replaced the guarantee period shall be calculated anew from the day of replacement. If it is not possible to replace the commodity by an analogous commodity because it is not available on expiration of the above period the vendor (enterprise performing his functions) shall have the right to demand that the contract be canceled. If the consumer objects, the issue shall be settled in legal form. 8. If the consumer has demanded that drawbacks in the commodity be corrected free-of-charge, they must be corrected within 14 days from the day the correspondent claim was made. If a claim has been made on the correction of drawbacks in the commodity the guarantee periods of its operation (use) shall be extended for the time during which the commodity could not be used by the consumer. The above time shall be calculated from the day the consumer made the claim for the correction of drawbacks. In this case the vendor, performer shall make a respective note in the technical certificate or another substituting document. 9. If the consumer makes a claim for the decrease of the purchase price of the commodity its amount shall be defined by an agreement of the parties. In this case the new price may be determined by subtracting from the previous price the cost of the possible restoring repair or the devaluation amount stipulated in the correspondent expertise document. 10. On demand of the consumer the vendor, manufacturer (enterprises performing their functions) shall be obliged to provide to him, free of charge, (including delivery) for the period of repair or replacement of household equipment and transport means an analogous commodity according to the procedure defined by the Council of Ministers of the Republic of Belarus. 11. In case of a delay in the fulfillment of the demand on the provision of an analogous commodity for

the period of repair (replacement) as well as of correction of drawbacks in the commodity or its replacement the vendor, manufacturer (enterprises performing their functions) shall pay to the consumer at the time of the provision of the commodity a penalty in the amount of one per cent of its retail price at the time the penalty is paid for each day of delay in excess of the established periods. 12. If the demands of the consumer have not been met within the time period stipulated in items 7 and 8 of the present Article the consumer shall have the right on his own choice to make other demands stemming from item 1 of the present Article. These demands must be declared within 14 days after the receipt of the notification by the vendor (enterprise performing his functions) on the impossibility to meet the previously declared demands of the consumer. When a demand on the cancellation of the contract and reimbursement of losses incurred is declared the penalty paid in accordance with item 11 of the present Article shall not be included into the amount of losses to be reimbursed to the consumer. 13. When an inadequate-quality commodity is exchanged for the commodity of the same model (brand, type, article and so on) if the price is changed the value shall not be recalculated. When an inadequate-quality commodity is exchanged for a commodity defined by the same genre properties but of another model (brand, type, article and so on) if the price is changed the value shall be recalculated stemming from prices for the above commodities existing at the time of exchange. When the contract is canceled settlement with the consumer shall be made proceeding from the cost of the commodity at the time of the contract cancellation if the price of the commodity has been increased, and proceeding from the cost of the commodity at the time of its purchase if the price has been decreased. If it is not possible to determine the price of an inadequate-quality commodity when it is being exchanged or the contract is being canceled the price shall be determined on agreement of the parties, or - if the agreement is not reached - in legal form. If the commodity has been sold to consumers on credit and the purchase contract is being canceled the sum of money shall be returned in the amount of the credit paid by the time the commodity is returned taking into account price changes according to the specific weight of the sum paid in the total cost of the commodity with the expenses paid for the providing of the credit to be reimbursed as well. 14. The manufacturer, vendor of the commodity shall be obliged to reimburse to the trade enterprise which is not the vendor of the commodity in the full amount the expenses incurred in connection with the meeting of the demands of the consumer stipulated in the present Article as well as shall additionally pay to the trade enterprise the amount equal to 10 per cent of the expenses made by it. In accordance with the present Article the relationship of the manufacturer with the vendor of the commodity as well as of the vendor with the enterprise performing his functions stemming from the present Article shall be regulated by the legislation of the Republic of Belarus and by the contract.

Article 11.

Right of the Consumer for the Exchange of Adequate-Quality Commodities 1. The consumer shall have the right to exchange, within 14 days excluding the day of sale, good-quality non-food commodity for an analogous commodity at the trade enterprise where it has been acquired if the commodity was not suitable by its form, dimensions, cut, colour, size or cannot be used by the consumer for any other reasons. The exchange of a good-quality commodity shall be performed if he commodity has not been used, its selling appearance, consumer properties, seals, factory labels, as well as the commodity

or cashdesk receipt given to the consumer together with the commodity sold have been preserved. The list of commodities which may not be exchanged on the reasons specified in the present Article shall be approved by the Council of Ministers of the Republic of Belarus. 2. If at the time when the consumer addresses to the trade enterprise the analogous commodity is not available, the consumer shall have the right to cancel the contract and demand that the amount paid for the commodity be returned and the vendor shall be obliged to accept the commodity and return the paid amount.

Article 12.

Rights of the Consumer When the Conditions of the Contract on the Performance of Work and Rendering of Services Are Violated 1. The consumer shall have the right to reject the contract on the performance of work or rendering of services and demand that the losses be reimbursed if the performer does not begin in time the performance of the contract or performs the work so slowly that the completion of the work in time becomes explicitly impossible. 2. If the performer has made deviations from the conditions of the contract which have worsened the work (services) or has made other drawbacks in the work (services), the consumer shall have the right, on his own choice, to demand that the above drawbacks be corrected within a commensurable time period, or the expenses incurred by him which were required to correct the drawbacks of the work (services) be reimbursed, or the payment for the work (services) be respectively decreased. 3. The periods for the correction of the drawbacks stipulated in item 2 of the present Article may be set in the contract when it is made as well as additionally when drawbacks are detected. 4. If the drawbacks specified in item 2 of the present Article are not corrected, as well as if the beginning and the completion of the work (service) performance are delayed the performer shall pay to the consumer a penalty in the amount of one per cent of the cost of the work or services (the cost of the order if its cost is not defined separately) for each day of delay, unless the legislation of the Republic of Belarus or the contract stipulate a higher amount of penalty. The penalty established for the case of a delay in the correction of the drawbacks in the work performed shall not be included into the amount of the losses to be reimbursed. 5. If the work (services) include substantial deviations from the conditions of the contract or of other substantial drawbacks the consumer shall have the right to demand that the contract be canceled and the losses be reimbursed. If substantial deviations from the contract or other substantial drawbacks have been detected in the commodity manufactured from materials of the consumer he shall have the right, on his own choice, to demand that either an analogous commodity be manufactured from a similar material of the same quality or the contract be canceled and the losses be reimbursed. 6. The demands of the consumer stipulated by items 2 and 5 of the present Article may be made if drawbacks are detected during the performance of the work (service) and if the consumer does not accept it as well as if drawbacks are detected during the guarantee period or, if such period does not exist - during the periods stipulated by the legislation of the Republic of Belarus or by the contract. The consumer shall be obliged to notify the performer immediately when detecting deviations from the conditions of the contract and other drawbacks in the work which could not be detected using the ordinary method of its acceptance. The guarantee time for the performed work (service) shall be set by the normative and technical documentation or shall be defined by the contract made in writing, or may be established in the legislation. The guarantee period shall be calculated from the day the work (service) is accepted by the consumer or

if it has not been accepted in time because of a fault of the consumer - from the day of the performance of the work (service) as set in the contract. 7. Payment by the performer of the penalty established for the case of nonfulfillment or inappropriate fulfillment of the commitment and reimbursement of the losses shall not free him from the fulfillment of the commitment in reality. 8. In case of a loss, damage of the thing (material) accepted from the consumer the performer shall be obliged to return to the consumer the thing of analogous quality (to perform work of service using his own material of analogous quality) or if such is not possible - to reimburse to him a double cost of the thing (material) as it was at the day the demand was made. The performer shall be obliged to warn the consumer of specific properties of the thing (material) which may cause its loss or damage. Neither shall the performer be freed from the liability in case if the level of his scientific and technical knowledge has not enabled him to detect specific properties of the thing (material). The cost of the thing (material) accepted by the performer for the fulfillment of the work and rendering of services shall be defined by the consumer when the contract is made. If the work (services) include substantial drawbacks or substantial deviations from the conditions of the contract as well as in case of a loss or damage of the thing (material) settlement with the consumer shall be made taking into account the increase of their cost (price) at the time the contract is canceled. 9. Specific relationships of consumers and performers according to the contracts on the performance of work or rendering of services which by their virtue are not covered by the present Article, as well as consequences of their non-fulfillment or inadequate fulfillment shall be defined by the rules on the separate kinds of such contracts established by the legislation of the Republic of Belarus. 13. Article 14 of the Consumer for the Safety of Commodities 1. Consumers shall have the right for that the use of the acquired commodity or its storage should be safe for their life, health or property during the established service life or the application time. The requirements to the commodity ensuring its safety for the life, health or property of the consumers as well as the environment shall be compulsory and must be established by the legislation and normative and technical documentation. If special rules have to be observed for a safe use of the commodity or its transportation and storage, the manufacturer (performer) shall be obliged to work out such rules whereas the vendor (performer) shall make them known by the consumer. 2. Commodities for which the legislation or normative and technical documentation set the requirements as to the provision of the safety of life, health or property of the consumers, the protection of the environment, as well as means providing safety of life, health and property of the consumers shall be liable to the compulsory certification in the national system of certification with the following marking with the mark of correspondence to such requirements unless the legislation established otherwise. It shall be banned to realize such commodities without the certification and the mark confirming the correspondence of the commodities to the above requirements. If normative and technical documentation containing compulsory requirements to the safety and the protection of environment are not available for the commodities the use of which may cause harm to the life, health or property of the consumers as well as to the environment, the respective bodies of state government shall be obliged without any delay ensure the elaboration and putting into practice of such documentation or, if required, suspend the realization of the commodities by the manufacturer (vendor). 3. If it has been established that the use or storage of commodities causes or may cause harm to the life, health or property of the consumers,

the manufacturer vendor) shall be obliged to immediately suspend their manufacture (realization) until the causes of the harm are excluded or to take measures, in required cases, to withdraw them from circulation and from the consumer. If causes of the harm may not be established the manufacturer shall be obliged to discontinue the manufacture of such commodities. If the manufacture does not fulfil these obligations the decision on the discontinuance of the manufacture of commodities, the withdrawal of them from the circulation and from the consumers may be taken by a specially authorized state body in accordance with its competence as well as by a court of justice according to the procedure defined by the procedural legislation. Losses caused to the consumer in connection with the withdrawal of the commodities shall be reimbursed by the manufacturer (vendor) in the full amount. In case of a violation of the requirements established in items 2 and 3 of the present Article the manufacturer (vendor), on instruction of the bodies exercising the state control over the quality of commodities shall pay to the receipts of the state budget a fine amounting to the cost of the realized commodities unless the legislation established a higher amount of liability. 4. As regards commodities the use of which on expiration of a predetermined period poses a threat for the life, health or property of the consumers, the service life or application time shall be set. The consumer must be warned in writing by the manufacturer, vendor of the existing service life (application time) for the commodity, the actions to be taken on its expiration, possible consequences if the above actions are not taken. 5. Control over the observance of the requirements to the safety of the commodity when it is manufactured, realized or used (operated) shall be executed by the manufacturer (vendor), specially authorized state bodies, unions or societies of consumers.

Article 14.

Property Liability for the Harm Caused by an Inadequate-Quality Commodity 1. Harm causes for the life, health or property of the consumer by design, production, prescription or other drawbacks of the commodities as well as by application of materials, equipment, instruments, devices, tools or any other means that do not provide safety of life, health or property of the consumer shall be reimbursed in the full amount. The legislation of the Republic of Belarus may stipulate a greater degree of liability. 2. The right to demand the reimbursement of harm caused by the commodity of inadequate quality shall be recognized for any injured party irrespective of whether he has been on contractual terms with the manufacturer, performer or vendor. Harm caused to life, health or property of the consumer shall be liable to be reimbursed if it has been caused during the service life stipulated by the normative and technical documentation or, if such service life does not exist, within 10 years from the time of manufacture of the commodity if the contract between the manufacturer (vendor) and the consumer does not set a longer time period. 3. The claim for reimbursement of the harm caused by drawbacks of the commodity happening within the guarantee periods or application time or, if such do not exist, within the periods established in Article 12 of the present Law may be made by the injured party to the vendor, manufacturer. Harm caused by drawbacks of commodities happening after the expiration of the guarantee periods shall be reimbursed by the manufacturer (performer) of this commodity. 4. The vendor, manufacturer, performer shall be freed from liability if they prove the harm has appeared as a result of a violation by the consumer of the rules of use or storage of the commodity, including the cases when the harm appeared during the period of use of the commodity on expiration of the established

service life. Unawareness by the manufacturer, performer, vendor of harmful properties of the materials, equipment, instruments, tools, accessories or other means used by them to manufacture the commodity, perform the work or render the services shall not free them from liability for the harm caused to life, health or property of the consumers. If required, the court of justice shall ask the manufacture, vendor, performer to terminate the production and realization of commodities until their drawbacks are corrected, withdraw them from the circulation or from the withdrawal from the consumer of the whole batch of commodities to which is referred the commodity which has caused the harm, as well as shall make them responsible for the notification of the consumers about harmful aftereffects of the use of such commodity.

Article 15.

Reimbursement of the Moral Damage The moral damage caused to the consumer by the violation of his rights stipulated by the legislation on the protection of the rights of the consumer shall be liable to a pecuniary reimbursement by the one who has caused the damage provided he is guilty. In case of a dispute the amount of the pecuniary reimbursement shall be determined by the court of justice.

Article 16.

Rights of the Consumer in the Sphere of Trade and Other Kinds of Services 1. All consumers shall have the equal right for the meeting of their needs in the sphere of trade and other kinds of services. It shall not be allowed to establish any direct or indirect limitations of the rights of the consumers except in cases of normed distribution of certain commodities and other temporary measures for the protection of the consumer market which shall be adopted in conformity with the legislative acts of the Republic of Belarus. Certain categories of consumers requiring social protection may be given privileges and advantages in the trade and other kinds of services according to the procedure established by the legislative acts of the Republic of Belarus. 2. The consumer shall have the right to a free selection of commodities. The vendor (performer) shall be obliged to assist the consumer in the free selection of commodities. In case of a compelling of the consumer to acquire commodities of inadequate quality or commodities which are not needed by the consumer the vendor (performer) shall bear liability before the consumer as established in Article 6 of the present Law. 3. The consumer shall have the right to check operation, completeness, weight, measure and price of the acquired commodities. For these purposes, the vendor (performer) shall be obliged to provide him with the necessary instruments, documents about the price of commodities, demonstrate operation of the commodities as well as to make known to him the correct and safe use procedure. For the non-fulfillment or inadequate fulfillment of these obligations the vendor (performer) shall bear responsibility before the consumer in accordance with item 4 of Article 7 of the present Law. 4. The consumer shall have the right to demand that the mode of work of the vendor be in correspondence with the one declared by him. The mode of work of state enterprises of trade, communal and other kinds of services shall be established by the executive committees of the local Soviets of People's Deputies at the place of their location. The mode of work of enterprises of trade, communal and other kinds of services based on other forms of ownership shall be established by the property owner on agreement with the correspondent executive committee. 5. In case of a violation of other rights of the consumer at enterprises of the trade and other kinds of services the vendor

(performer) shall bear liability as established by the legislative acts of the Republic of Belarus.

Article 17.

Invalidity of the Conditions of the Contract Infringing Upon the Rights of the Consumer
The conditions of the contract which infringe upon the rights of the consumer in comparison with the rights established by the legislation of the Republic of Belarus shall be recognized as invalid. If as a result of the application of the conditions of the contract infringing upon the rights of the consumer a damage has been caused to him, then this damage must be reimbursed by the manufacturer (performer, vendor) in the full amount.

Section III STATE AND PUBLIC PROTECTION OF THE RIGHTS OF THE CONSUMERS

Article 18.

Specially Authorized State Bodies for the Protection of the Rights of the Consumers
1. Specially authorized state bodies for the protection of the rights of the consumers are: the Department of Economic Control at the Council of Ministers of the Republic of Belarus, the State Committee on Anti-monopoly Policy of the Republic of Belarus, the Committee on Standardization, Metrology and Certification at the Council of Ministers of the Republic of Belarus, the Ministry of Health of the Republic of Belarus, the Ministry of Trade of the Republic of Belarus, the State Committee on Ecology of the Republic of Belarus, other bodies of state government exercising within their powers the control over the observance of the legislation on the protection of the rights of the consumers.
2. Powers of the specially authorized state bodies for the protection of the rights of the consumers shall be defined by the regulations of them approved by the Council of Ministers of the Republic of Belarus as well as by other legislative acts.
3. Acts adopted by the specially authorized state bodies for the protection of the rights of the consumers shall be compulsory for all other state bodies as well as for enterprises, institutions and organizations irrespective of their form of ownership and conditions of economic management, officials and citizens.

Article 19.

Rights of Public Consumer Associations
1. Consumers shall have the right to unite on the voluntary basis into public associations (unions) of consumers which shall carry out their activities in conformity with the legislation of the Republic of Belarus.
2. Public consumer associations shall have the right to: take part in the elaboration of normative and technical documentation establishing the requirements to the quality and safety of commodities; perform an independent expertise of commodities, prices and tariffs; verify the observance of the rights of the consumers and the rules of trade and other kinds of services; examine consumer properties of commodities, demand for them, make public opinion polls so as to find out public opinion on the quality of produced commodities; make proposals as to the banning of unfair advertising and information misleading the consumers; take part together with the respective state bodies in the exercise of control over the application of centrally established and regulated prices; have laboratories and other divisions for the performance of their statutory activities; carry on informative and educational activities; make proposals to the bodies of management, enterprises, organization and institutions on the measures aimed at increasing the quality of commodities and observing the rules of price formation, on suspension of manufacture and realization of commodities that do not correspond to the established requirements to

the quality, on discontinuing of the production, withdrawal from the sales establishments of commodities hazardous for life, health and property of the citizens, the environment, on termination of the sales of commodities at unjustifiably high prices, as well as on cancellation of prices established with violation of the existing legislation; submit to the prosecution offices and bodies of government materials on bringing to responsibility of persons guilty of the production and sales of commodities at unjustifiably high prices or commodities that do not meet the established quality requirements; bring claims to courts of justice in the interests of the consumers in case of a violation of their rights as stipulated by the legislation of the Republic of Belarus on the protection of the rights of the consumers.

Article 20.

Protection of the Rights of the Consumers by the Public Consumer Associations 1. On instructions of the consumers public consumer associations shall have the right to make claims to the vendor, manufacture (enterprises performing their function), performer about the correction of violations and reimbursement to the consumers of the damage caused by such violations. If within a 30-day period the vendor, manufacturer (enterprises performing their functions), performer do not give an answer to he claim or refuse to correct violations and reimburse on the voluntary basis the damage caused the public consumer associations shall have the right to appeal to the court of justice. If the claims made have been met the court shall make a decision on the collection from the vendor, manufacturer (enterprises performing their functions), performer a fine amounting to the price of the lawsuit. In this case 10 per cent of the directly paid fine shall be transferred to the account of the public consumer association while the remaining amount of the fine shall be transferred to the receipts of the respective budget. 2. Public consumer associations shall have the right to bring a lawsuit to the court on the recognition of the actions of the vendor, manufacturer (enterprises performing their functions), performer as well as of the body of government as illegal in relation to an indefinite number of the consumers and on termination of such actions. If such lawsuit is satisfied the court shall oblige the offender to make the decision of the court known to the consumers within the established period of time through mass media or by another way. The decision of the court on the recognition of the actions by the vendor, manufacturer (enterprises performing their functions), performer as illegal in relation to an indefinite number of consumers, which has come into legal force, shall be compulsory for the court which considers the lawsuit of the consumer on civil-law effects of their actions as to whether these actions have taken place and have been committed by the given persons. Chairman, Supreme Soviet of the Republic of Belarus S.Shushkevich