

LAW

ON THE CONSUMERS PROTECTION

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The present law sets legal bases for the protection by the state of the persons acting as consumers.
The Parliament adopts the present organic law.

CHAPTER I.

GENERAL PROVISIONS

Article 1. Used terms

The terms, used in the present law, have the following meanings:

Consumer – means any natural person who intends to order or to purchase or who orders purchases or uses products, services for necessities that are not subject to the entrepreneurial or professional activity.

Entrepreneur – means any natural person or legal entity authorized to have an entrepreneurial activity, who manufactures, transports, commercializes products or parts of products, renders services (perform works);

Manufacturer means:

- entrepreneur who manufactures a final product, a part of it or a raw material;
- entrepreneur who affixes on the product his name, trademark or an another distinct sign;
- entrepreneur who reconditions the product;
- entrepreneur who modifies product characteristics;
- representative registered in the Republic of Moldova, of an entrepreneur with the residence outside the Republic of Moldova;
- entrepreneur who imports products;
- distributor or seller of the imported product in case that the importer is unknown;
- distributor or seller of the imported product in case that the importer can not be identified, if he, within 30 days from the submission of the request, has not informed the prejudiced person about the importer's identity;

Seller – means any natural person or legal entity authorized for an entrepreneurial activity, who leads its commercial activity in relation to the consumers;

Provider – means any natural person or legal entity authorized for an entrepreneurial activity, who renders services;

Product – means tangible asset, designed to be consumed or utilized for individual purposes; as products are considered also electrical and thermal energy, gas and water delivered for individual consumption;

Service – means activity, another then the one from which results products, carried out in order to satisfy consumers needs.

Work – means a set of actions through which is obtained a product, or through which are modified the product characteristics.

Inoffensive product/service – means product/service that is not harmful for the consumers' life, health, heredity and property or for the environment;

Harmful product/, service – means product/ service that can not be defined as inoffensive;

Product of long use – means a complex, technical product made of spare parts and details, designed and built in order to be utilized within its working period and that can be subject of reparations and maintaining activities.

Stated requirements – means requirements stated in normative acts, as well as in standard normative documents;

Working period – means the period of time, stated by the manufacturer (the entrepreneur which makes a product) in the normative documents for products of long usage, within which products others, then the ones which expiry date is established for, should maintain their specific characteristics under condition of observance of rules of transportation, manipulation, storage, operation and consumption;

Validity term – means the period of time, stated by the entrepreneur, making perishable food or product or a product that, in short term, can become harmful to the consumer health, within which the product has to maintain its distinctive characteristics under condition of observance of rules of transportation, manipulation, storage, use and consumption. For foodstuff and drug products, the validity term is the date limit for consumption.

Term of guarantee – period of time, stated or declared, which is estimated from the date of purchase of the product/service and within the product/service should save its characteristics, stated or declared for them, and the manufacturer/seller/provider undertakes the responsibility of removal or replacement of defects of inadequate product/services, on own expense, if the flaws have arisen not as a result of the consumers fault. For alcoholic production a warranty period is the period of time stated by the manufacturer in the normative documents, which starting point is the date of bottling and during this period the acquired production should save the stated or declared characteristics;

Quality- means a set of product/service characteristics, concerning their ability to satisfy, upon the destination, the expressed or prospective needs; **Conformity declaration** - means a written declaration issued by the manufacturer/provider or by their official representative, by means of which they declare, under their responsibility, that the product/service meets the stated requirements;

Illegal Clause –means contractual provisions, which was not agreed directly with the consumer or which by itself or together with other contract clauses creates, in the detriment of the consumer, and contrary to the common sense requirements, a big discrepancy between the rights and duties of the parties;

Placement on the market – means actions directed to the allocation of products on the market of the Republic of Moldova, including their storage with the purposes of distribution, selling or any other form of delivery of production, paid or free-of-charge;

Illegal actions at sale – means restrictive or conditional methods of selling, which restrain the consumers interests;

Inadequate (counterfeit) product – means product made of another components, in other proportions or in other conditions, than those stated in the normative documents, that is presented as the original one;

Inadequate product/ service – product/service, that do not meet the stated or declared requirements;

Defect (shortcoming) - means flaw of a product/service, which makes them to not meet the stated or declared requirements;

Obscure shortcomings - means qualitative defect of a product/service, which, despite it existed at the moment of product delivery/ service rendering, it was not known by the consumer and could not be found by him using usual ways of checking;

Damage - means material and /or moral harm caused to the consumer as a result of destruction, deterioration or reduction of his property, as well as the harm caused to his life, health and heredity as a result of consumption and/or use of inadequate products/services or as a result of refuse or unreasonable tightening of the conclusion of the contract on service rendering;

Economic interest – means a set of requirements stated by the consumer to the seller/provider, on the free-of-charge removal or replacement or reimbursement of cost of the inadequate products/services and compensation of the caused damages, as well as other requirements on material interest of the consumer.

Article 2. Legal regulation of relations in the field of consumers protection.

Relations in the field of consumers protection are regulated by present Law, by Civil Code and other Laws and normative acts in the field.

Article 3. International agreements

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

Article 4. Illegal clauses

- (1) The introduction by entrepreneurs of illegal clauses in agreements concluded with consumers shall be forbidden.
- (2) Any clauses of agreement concluded between entrepreneur and consumer that confines the responsibility of entrepreneur or frees them from the responsibility is illegal and shall be considered void.
- (3) Any contracts concluded between the entrepreneur and consumer for selling of goods, services rendering shall contain clear clauses, without double meaning, which understanding shall not require special knowledge.
- (4) Contractual clauses that was not negotiated individually by the entrepreneur and consumer or which create a significant unbalance between the rights and obligations of the parties shall be considered void.

- (5) In case of query regarding the interpretation of some contractual clauses, they will be interpreted in favor of the consumer.
- (6) The standard form (model) contract concluded between the entrepreneur/ service provider, which is a monopolist in compliance with the legislation and the consumer, shall be submitted by the entrepreneur to the public authority, stated in paragraph (2) of Article 22, for a preliminary adjustment.
- (7) Legal relations generated by the illegal contractual clauses shall be regulated by the appropriate legislation.

Article 5. Consumers fundamental rights

Any consumer shall have the right to:

- a) the protection of his rights by the State;
- b) the protection against risks of acquisition of goods/services that may be harmful to the life, health, heredity or security or that can damage the rights of its own and the legitimate interest;
- c) free removal of defects or replacement, return of the paid amount of the product/service or the proportional decrease of price, compensation for damage, inclusively the moral ones, caused by the inadequate product/ service.
- d) a complete, reliable and exact information on acquired products and services;
- e) instruction in the field of its rights;
- f) set up public associations for the consumers protection;
- g) apply to the public authorities and to represent the interests of its own
- h) apply as a consumer to associations on consumers protection and public authorities regarding the violation of rights and legal interests of its own, and submit proposals related to the improvement of the quality of goods/ services.

Chapter II

PROTECTION OF THE CONSUMERS LIFE, HEALTH, HEREDITY AND SECURITY

Article 6. Specific provisions on the consumers life, health, heredity and security protection

- (1) The Government, through the central public authorities, impose specific norms on the protection of the consumers life, health, heredity and security in the following cases:
 - a) production, import, preservation, packaging, labeling, transport, storage, preparation for selling and selling of products;
 - b) delivery and use of products, as well as the rendering of services.
- (2) Products placed on the market shall be accompanied by the conformity certificates or conformity declarations, or by other documents in compliance with the legislation.

- (3) It shall be prohibited to produce, store, place on the market and sell goods, render services that are not in compliance with the compulsory requirements stated by normative acts or that, during their usual way of utilization, may be harmful to the life, health, heredity and security of consumers.
- (4) Production, import, placement on the market, storage, offer on sale and commercialization of faulty products (counterfeited) shall be forbidden.
- (5) Production, import, placement on the market, storage, offer on sale and commercialization of products, rendering of services under the violation of quality requests stated in normative documents or contrary to the interdiction of control body shall be forbidden.
- (6) Placement on the market, storage, offer on sale and commercialization of products, rendering of services that do not have conformity certificates or conformity declaration, if stated by the legislation, or the illegal use of the conformity mark shall be prohibited.
- (7) Import, placement on the market and commercialization of products with the expired term of use shall be prohibited.
- (8) Modification of the guarantee period indicated on the product, on the label, on the package or in the accompanying documents shall be prohibited.
- (9) The manufacturer is duly obliged to indicate in the documents accompanying the products/ services, on the label, or by other means, the instructions for the use, storage and safe transport of the product/ service, and the seller/the provider shall inform the consumer.

Article 7. Obligations of manufacturer

The manufacturer shall be duly obliged:

- a) to keep on the market only safe products that shall be accompanied by conformity certificates, by other documents, in compliance with the legislation, and products that correspond to the stated or declared requests;
- b) to suspend the delivery, respectively to withdraw from the market or from the consumers the products that the controlling units or own experts found to not fulfill the stated or declared requests or that could harm the life, safety, heredity and security of the consumers, if such measure is the single mean to eliminate the discrepancies pointed out;
- c) to ensure the respect of health conditions;
- d) to be liable for the damage caused by inadequate product;

Article 8. Obligations of seller

The seller shall be duly obliged:

- a) to ensure itself that the products placed on the market are safe and are in compliance with the stated or declared requests;
- b) to not commercialize products on which he is aware they are dangerous or which are considered as to be dangerous.
- c) to immediately inform the relevant authority and the appropriate manufacturer, on the availability on the market of the products the seller is aware to be dangerous or/and to be falsified (counterfeited);

- d) to withdraw from the market products that the controlling units or the own experts found to not fulfill the stated or declared requests or that could harm the life, safety, heredity and security of the consumers, if such measure is the single mean to eliminate the discrepancies pointed out;
- e) to ensure the respect of technical conditions stated by the producer for the product;
- f) to issue a sales check or another document, that confirm the purchasing of the good, in compliance with the regulation approved by the Government.
- g) to register the consumers complaints in compliance with the regulation approved by the Government.
- h) to ensure the respect of hygiene conditions;
- i) to be liable for the damages caused by the inadequate product, during the entire service life or the stated term of use, with the condition of respect by the consumer of transport, storage, preservation, utilization and consume rules.

Article 9. Obligations of provider

The performer shall be obliged:

- a) to use, in rendering of services, only safe products and procedures that, shall be certified, if stated by the legislation.
- b) To announce immediately the authorized body, as well as the respective manufacturer, on the existence of any product used in rendering of services which he is aware to be dangerous or/and to be falsified (counterfeited);
- c) To render only services that do not affect the consumers life, health, heredity and security or their economic interests;
- d) To obey the stated or declared requests, as well as the contractual clauses;
- e) To ensure, by rendering services, the compliance with technical requests of the product stated by the manufacturer;
- f) to issue a sales check or another document, that confirm the rendering of service, in compliance with the by the regulation approved by the Government.
- g) To ensure the rendering of services (in case that the service contains the oral or written text) in Moldavian language in compliance with the regulation approved by the Government.
- h) To registry the consumers complaints in compliance with the regulation approved by the Government;
- i) to ensure the respect of healthy conditions;
- j) to be liable for the damage caused by a the inadequate product;

Chapter III

PROTECTION OF THE CONSUMER ECONOMIC INTEREST

Article 10. Special provisions on the protection of the consumer economic interests

- (1) The Government approves regulations in order to prevent and struggle the actions that infringes the consumers economic interests.
- (2) The entrepreneur is obliged to place on the market only the products/services that correspond to the stated or declared requests, to not use the illegal commercial acts and to render services only in pursuance of a contract personally negotiated with the consumer.
- (3) The seller is obliged, upon the consumer request, to submit evidences on the quality control of the product/service, if these are stated by the normative acts.
- (4) The consumer shall have the right to claim to the seller/ provider the free removal of defects or replacement of or return of the paid amount of the product/service as well as compensation of damages for the losses suffered caused by defects that was noticed within the guarantee period or serviceable life, with the condition of the compliance of the consumer with the instructions for installation, use and storage requests, stated by the accompanying documents.
- (5) After the expiration of the guarantee term the consumer shall claim the seller, provider free removal of defects, replacement or return of the paid amount for the product/service that could not be used on the destination, as a result of some obscure shortcomings detected within the term of use.
- (6) The provider shall be duly obliged, in rendering services, to use his own instrumentation for the appropriate measurement in the respective way that shall be legalized, metrological tested, in compliance with stated request.
- (7) The seller is obliged to measure the products offered to consumers by using his own appropriate instrumentation of measurement, that shall be legalized, metrological tested. The indications of the measurement instruments has to be clear and visible for the consumer.
- (8) It is prohibited to manufacture or to sell standard samples as well as the manufacture, reparation, selling, lease of measurement instrumentation without a legal authorization on the performance of metrological activity.

Article 11. Conclusion of contracts

The consumer, while making the contracts, shall have the following rights:

- a) to be free in taking the decision on the buying of product/service, without binding illegal clauses in the contract or clauses that can favor the application of wrongful commercial acts, in order to influence his choice.
- b) to beneficiate of clear and unambiguous contractual provisions, including those on the qualitative adjectives and conditions for the guarantee, the unambiguous price or tariff shall be stated, as well as the statement of specific credit and interest conditions;
- c) to be exempted for payment of products/services that has not been purchased;
- d) to be compensated for the damages caused by products/services that are not in compliance with the stated or declared requests or contractual clauses;
- e) to be ensured with the required maintenance works and spare parts within the product term of use, stated in normative acts or manufacturer declarations or agreed by parts;

- f) to pay in advance for the purchased products/services the explicitly affixed price; the increase in the initial price is possible upon the agreement of consumer.

Article 12. Statement of the term of use, serviceable life and guarantee period

- (1) The term of use shall be compulsory determined by the manufacturer/provider for products with long terms of usage including the term of their component and spare parts that after a certain period of time could endanger the life, health, heredity and security of the consumer or the environment;
- (2) The manufacturer is obliged to state in the respective normative act the serviceable life for food products, perfumes and cosmetics, medicine, chemical products for basic needs of population and other perishable goods.
- (3) The manufacturer/provider is obliged to state a guarantee period for offered product/service. If the guarantee period was stated by the manufacturer, the seller can not state a shorter term. The Government shall approve the list of products/services that have a compulsory term of guarantee.
- (4) If the manufacture does not state a guarantee term for the products with long terms of usage, the consumer will have the right stated in paragraph 1, Article 13 in case that the product flaws appears during the period of 2 years from the date of its acquisition.
- (5) The seller/ manufacturer are obliged to ensure the possibility to use products with a long term of usage within its entire term of use, stated in the normative act. For this purpose, they shall be duly obliged to ensure the repair and technical assistance, and to provide spare parts and components of the necessary bulk and range, during the entire term of use; in case that the term of use was not stated – within 10 days after the selling date. If the selling date could not be determined, the term of use shall be calculated from the manufacture date.

Article 13. Removal of defects, replacement or return of the paid amount of inadequate product/service, discount of the price

- (1) The seller/provider shall unconditionally and free of charge remove the pointed out flaws of products/service, replace free of charge or return the paid amount for the inadequate product/service within the guarantee term or within the term of use, in case that the flaws could not be imputable to the consumer, but no longer than in 14 calendar days from the date of the submission of the complaint by the consumer or in term stated in the contract.
- (2) If the seller/provider refuse to satisfy consumer complaint according to the paragraph (1), they are obliged to prove the consumer's guilt in defects of the sold product/ rendered service by the technical inspection executed by a third party, competent in the respective field and authorized according to the legislation.
- (3) In case of obscure shortcomings, found after the expire of the guarantee term, the time period stated in paragraph (1) shall be considered from the date of technical inspection executed by a third party, competent in the respective field and authorized according to the legislation.
- (4) In case of food products, perfumes or cosmetics that are not compliance with the stated or declared requests, the seller is obliged, upon the consumer request and choice, to replace them or to reimburse their cost.

- (5) The seller/provider reimburse the cost of sold product/provided service immediately upon the statement of impossibility of their use if the flaw is not imputable to the consumer and if the consumer refused to remove or replace the product/service.
- (6) In case of the increase of price, the cost shall be reimbursed upon the product price on the date of examination of the claim; and in case of the decrease of price -it will be made upon the price on the moment it was purchased.
- (7) The price reduction of the inadequate product/service shall be made upon the agreement of the parties.
- (8) The time within the inadequate product/service was not used because of the defects removal shall extend, in the respective way, the term of guarantee. It shall be calculated from the date of seller notification till the date of coming into operation.
- (9) In case of electrical appliances, the seller shall be obliged, upon the submission by the consumer of reasoned claim on removal, to provide free-of-charge, in 3 days, for the time period of removal, a similar product, and to be liable for the transport expenses.
- (10) The entrepreneur has the same obligations for the replaced product/service as for the initially sold product/ rendered service.
- (11) The seller/provider shall ensure all the operations and he shall be in charge for the coming into operation, removal or replacement of the inadequate products/services within the term of guarantee or term of use, and for the obscure shortcomings – within the term of use, as well as for the transport, handling, diagnosis, inspection and disassembling expenditures, which does not unbind the manufacture in relation with the seller/provider.
- (12) In case of services, the provisions stated in paragraph (1) shall apply to detection of defects during the time of providing or acceptance of services or within the term of guarantee.
- (13) The consumer shall be entitled to terminate the contract on service providing of the appropriate quality at any time, with the condition he pays to the provider a part of the price, proportional with the part of provided service till the moment he receives from the provider a notice on the contract resolution, if it is not otherwise determined by contract.
- (14) The body authorized to determine, according the paragraph (2) of the Article 22, the nonfulfillment of the provisions of this Article and to impose legal sanctions shall also state the measures of free removal or replacement of the product/service or of reimbursement of its cost.
- (15) In case of refuse to satisfy the consumers claim on the free removal, replacement or return of product/service cost, the seller/provider shall submit him the refuse in a written form.
- (16) The rules for replacement of nonfoods, as well as the list of products that can not be replaced are approved by the Government.

Article 14. Replacement of the product of appropriate quality

- (1) The consumer shall be entitled to request the seller, in 14 days, to replace the a nonfood product with an appropriate product to the bought one, if that product does not match the form, dimension, model, sizes, color or for another reasons it could not be used according to its destination.
- (2) If there is no appropriate product for the replacement, the consumer shall be entitled to terminate the contract, and the seller shall be in charge to reimburse the product cost.

- (3) The request submitted by consumer on product replacement or on the cost reimbursement shall be performed in case that the product has not been used, did not lose its qualities and if there are evidences that it was bought from the corresponding seller.

Article 15. Compensation of damages

- (1) The consumer has the right to claim compensation of damages caused by the inadequate products/services, regardless of whether he or not in contractual relations with the seller/provider.
- (2) The damages shall be compensated by the seller/provider also in the case when the service rendering are made free of charge or at a reduced price or if the product was commercialized as spare parts or distributed in another form.
- (3) The damage (inclusively the moral one) shall be compensated by the seller/provider if it was caused during:
 - a) the term of use – for products that have affixed such a term;
 - b) the operational life – for products with a long term of use;
 - c) 2 years- for products for which it is not provided the term of use or serviceable life to be stated.
- (4) The moral damage caused to the consumer by the violation manufacturer/vendor/provider of his rights by the present law, as well as other normative acts, shall be compensated in the amount determined by the court.
- (5) The moral damage shall be compensated regardless of the compensation of material damage caused to the consumer.
- (6) For the compensation of the damage caused to the consumer, he will be liable to prove the damage.

CHAPTER IV SPECIFIC PROVISIONS ON SERVICE RENDERING (WORKS PERFORMANCE)

Article 16. Provider (executive) obligations on the service rendering (work performance)

- (1) The provider (executive) shall be obliged to ensure the supply of goods (work performances) in terms and under the requirements stated by specific regulations in the field or stipulated in the contract on service supply (work performance).
- (2) In case that the provider (executor) does not start in time the rendering of the service or if during the supply period of services (work performance) it became clear that the service (work) will not be rendered under the stated time, or if the term for rendering services (work performance) has expired, the consumer has the optional right:
 - a) to state to the provider (executor) a new term, within he shall start and end the rendering of services (work performance), and to request decrease of the price for the service (work);

- b) to terminate the agreement on services rendering (work performance), and to claim the compensation of damage imposed by the infringement of terms of starting and/or ending of services rendering (work performance).
- (4) The new terms of service rendering (work performance) stated by the consumer shall be foreseen in the contract of service rendering (work performance).
- (5) The consumer complaint on the nonfulfillment of terms of rendering of service (work performance) shall not be satisfied if the provider (executor) are not be able to prove that the tergiversation occurs due to the force major.

Article 17. Service rendering (work performance) from materials of the supplier (executor)

- (1) The supplier (executor) is oblige to render services (to perform a work), in compliance with the contract, made of his own materials and by his own means, if the consumer does not request the service rendering (execution) from the material of the supplier (executor).
- (2) The provider (executor) shall be liable for the quality of his material.
- (3) The material of the provider(executor), instruments, technical and other related means, that are necessary for the services rendering (work performance),shall be transported to the place of services supply (work performance) by the provider (executor).

Article 18. Rendering of service (work performance) from the material (object) of the consumer.

- (1) If the service is rendered (the work is executed) entirely or in parts from the material (with the object) of the consumer, the provider (executor) is liable for the integrity of this material (object) and for its appropriate use.
- (2) The provider (executor) is obliged to prevent the consumer that the material (the object) transmitted by him are defected or is not qualitative, this fact shall be stated in the contract, as well as to submit a rapport on the utilization of material (object) and to give back the part left.
- (3) In case of the total or partial loss (deterioration) of the material (object) received from the consumer, the provider (executor) is obliged, with the consumer approval, to replace it in 10 days, with a similar material (object) of the same quality, and in his absence- to pay the consumer the double price of the material (object), as well as the expenses incurred.
- (4) Ignorance by the provider (executor) of the material (object) specific properties does not exempt him from liability.
- (5) The cost of material (object) handled to the provider (executor) shall be determined by the consumer and shall be stated in the contract of service rendering (execution of goods) or in another document (bill, order).
- (6) The provider (executor) shall not be liable for the total or partial loss (deterioration) of the material (object) received from the consumer if he was prevented in written form on the specific properties of the material (object), that could bring to its total/partial loss (deterioration).
- (7) The provider (executor) is obliged to inform in time the consumer on the conditions that could influence the quality of the rendered service (executed work).
- (8) The provider (executor) has the rights to terminate the contract of service rendering (work performance) and to claim the total/partial reimbursement of payments if the consumer, besides he was informed in time and in the adequate form, does not replace in the reasonable

term the defected material or of poor quality, does not modify the indications on the method of service rendering (work performance) or does not remove other circumstances that could lower the quality of the rendered service (executed work).

Chapter V CONSUMERS INFORMATION

Article 19. Consumers right to information

The consumers has the right to be full, correctly and exactly informed on the characteristics of products and services offered by the entrepreneurs in such manner, that they have the possibility to make a rational choice, in compliance with their interests, among the products and services offered and to use them, in compliance with their destination, in perfect security.

Article 20. Entrepreneurs obligations to inform the consumers

- (1) The information of consumers on the products, services rendered shall be duly performed, by identification methods and by indication of their characteristics, it has to be stated in a visible and explicit manner on the product, label, package or technical documents, in operating manuals or in other accompanying forms of the product/service depending on their destination.
- (2) It shall be prohibited to place on the market and to sell products/ supply services that does not contains a complete, correct and exact information in Moldavian or Russian language.
- (3) The manufacturer (packer) shall present the information on the description of the good, the identity and the trade mark of the manufacturer, to indicate its address (telephone number, by perforce), normative document, weight/bulk, the main qualitative adjectives, composition, additives, eventual risks, way of usage, handling, storage, preserving or keeping, contra-indications, as well as the energy value of packaged foodstuffs, origin, term of use, term of guarantee, term of use, serviceable life and the production date, in compliance with the working technical requirements and national standards.
- (4) Products with long term of usage shall be accompanied by guarantee certificate, as well as by the technical documents or by instructions for handling, assembly operating and maintenance, issued by the direct manufacturer.
- (5) The seller shall inform the consumer on the product price and to provide him all the information stated in paragraph 3, information on certification and to ensure with the accompanying technical documentation.
- (6) All the information, the verbal one including, on the products, rendered services to the consumers, the accompanying documentation, as well as the concluded contracts, shall be issued in Moldavian language or in Moldavian language and in one of international languages.
- (7) Information on rendered services should contain, according to the working regulations the appropriate category of the quality of service, term of rendering, guarantee period, tariffs, possible risks and declaration on conformity or certificate of conformity.
- (8) The entrepreneurs are obliged upon the demand of the consumers to demonstrate the way of use and functionality of products created for a long period of usage that are going to be sold.

- (9) The presentation by any means of affirmations and characteristics which are not appropriate to the real parameters, describing the products or service shall be forbidden.
- (10) The prices and tariffs should be visible and affixed in an exact and clear form.
- (11) The seller/executor is obliged to sell products and to render services only in the authorized places and locations, according to the legal provisions.
- (12) The seller/executor is obliged to place in a visible place the address and telephone number of a body authorized with the protection of the consumers rights, information on guarantee periods for offered products, service, as well as information on the compulsion issuance of a cash-bill or an other document certifying the purchase of the product, rendering of service, upon the examination of the complaint.
- (13) Seller/executor, including in the case, when he carries out the commercial activity outside of the authorized places, are obliged to place their name, the authorization, the license, if its obligatoriness is stipulated by the legislation in a visible place, and also to specify the working schedule and to respect it.

Article 21. Instruction on the consumers protection

The instruction in the field of consumers protection is ensured by the establishment of informing systems for the consumers on their rights, to undertake the necessary actions for the protection of these rights, through the organization of seminars, publishing special edition on the appropriate subjects and by other undertaken measures by bodies responsible for the consumers protection, and by non governmental organisations, as well as by the means of mass media and other interested bodies.

CHAPTER VI AUTHORISED BODIES FOR THE PROTECTION OF THE CONSUMERS RIGHTS

Article 22. Central public administration body that is in charge for the consumers protection

- (1) The State protection of the consumers rights shall be carried out through the development and realization at a state level of politics in the field of protection of the consumers rights, by the elaboration and improvement of laws and other normative acts in this field, through the organization and realization of the state control and supervision on the compliance of legislation in the field, as well as the established or declared requirements for products and services.
- (2) Elaboration and implementation of state policy in the field of protection of the consumers rights and coordination of the activity of public administration bodies in charge for the of the consumers rights protection according to the Article 23, are carried out by the Department of Standardization and Metrology.

The Department, including its territorial subdivisions:

- a) Carries out the state control and supervision of conformity of products and services to the stated or declared requirements, as well as on the authenticity of the submitted information and revises the consumers complaints in the field;
- b) Elaborates regulations on the coordination of actions of central public and local authorities, as well as of non governmental organisations in the field of the consumers protection;

- c) Applies sanctions foreseen in Article 28 of this law and other legal acts, establish based upon the consumers complaints according to the Article 13 measures of free-of-charge removal or replacement, or return of the cost of the inadequate products/services;
 - d) Informs the licensing body, determined by the law, on detection of cases of commercialization of the falsified (counterfeit) and/or dangerous products or other infringements with the purpose of the compulsory withdrawal of the license;
 - e) Organizes the activity of bureau for the relations with the consumers;
 - f) Ensure the edition of the newsletter "Consumatorul" ("Consumer");
 - g) Represents the Republic of Moldova in international organizations for the consumers protection.
- (3) The functions of the public administration authorities stated in this article and in Article 23, as well as the relation between them in the field of the consumers protection are determined by Government decision.

Article 23. Other public authorities in charge for consumers protection

Other public authorities in charge for consumers protection, are:

- a) for protection of consumers life and health –Ministry of Health;
- b) for interurban and international transport - Ministry of Transport and Communication;
- c) for construction –public authority specialized in the field of constructions;
- d) for tourism - Department for the Development of Tourism;
- e) for energetics - public authority specialized in the field regulation of power engineering;
- f) for telecommunications - public authority specialized in the field of telecommunications;
- g) for insurances - public authority specialized in the field of insurances observance;
- h) for banking services – National bank.

Article 24. Attributes of public authorities in charge for the consumers protection

For the purposes of consumers protection the public authorities within the limits of the appropriate administrative - territorial unit, according to the legislation, shall be obliged:

- a) to inform and to consult the consumers, to revise within the limits of their competence the consumer complaints related to:
 - local transport;
 - public utilities;
 - activity, for which they issues authorizations and licenses, according to the legislation;
- b) to submit complaints to authorized bodies in charge for the protection of consumer in the related field, in case that the subject of the complaint overstep the limits of their competence;
- c) immediately to inform the competent bodies on cases of detection of commercialization of the falsified (counterfeit) or dangerous products, as well as on other cases of noncorrespondence to the stated or declared requirements;

- d) compulsory to withdraw, upon the request of bodies state in Articles 22 and 23, the authorization or license given by public authorities to the entrepreneur, in case of detection of falsified (counterfeit) or dangerous products or services;
- e) to contribute by possible means to the foundation and activity of public associations of consumers.

Article 25. Public associations of the consumers protection

- (1) Citizens have the right to voluntarily form the public associations of consumers performing their activity in compliance with the legislation.
- (2) Public associations of the consumers have the right:
 - a) to submit claims to courts for the protection of the consumers rights;
 - b) to submit both to supervising bodies, and to the Offices of Public Prosecutors proposals on the bringing to account the persons that are guilty for the manufacturer and commercialization of products, rendering of services that do not correspond to the stated or declared requirements, as well as for the infringement of the consumers rights, stipulated by the legislation;
 - c) To inform on the basis of the complaints received from the consumers, bodies in charge for the consumers protection on inadequate products, services;
 - d) to submit to the authorized courts claim in order to completely or partially to render void the acts issued by public authorities that infringe the rights and legal interests of the consumers and that contravene to the legislation;
 - e) to organize in compliance with the law the products, services examinations regarding their conformity with the stated or declared requirements and to supply the public authorities and to the entrepreneurs the appropriate proposals on the increase in products or services quality;
 - f) to submit to the entrepreneurs and to bodies in charge with the protection of consumers, proposals on the increase in quality of products/services and interdictions to realization of inadequate products;
 - g) To inform bodies in charge with the consumers protection, on the inadequate products/services with the purposes of application of sanctions stated by law;
 - h) to receive from bodies in charge with the consumers protection the information and answers to the submitted proposals;
 - i) to organize interrogation of the consumers with the purposes of finding - out the public opinion on quality of sold products and their prices;
 - j) to inform through mass media the consumers on the quality of products/ services, about the infringement of their legal rights and interests, on the results of poll;
 - k) to carry out the international cooperation in the field of consumers protection;
 - l) to submit to the public authorities proposals on the change of the working legislation on the protection of the consumers rights.

CHAPTER VII
COMPLAINTS REGARDING THE PROTECTION OF CONSUMERS RIGHTS.
SANCTIONS

Article 26. Claims regarding the protection of consumers rights

- (1) The claims on the protection of the consumers rights can be submitted to the court by consumers or by their legal representatives, by public authorities or by public consumers associations.
- (2) The claims regarding the protection of the consumers rights shall be submitted to the court in compliance with the terms stated by the legislation.
- (3) The bodies in charge with the protection of consumers rights, can represent the interests of the consumers in courts with the purposes to protect the consumers rights.
- (4) Sellers, provider shall be exempted from the liability for nonfulfillment or inadequate execution of its duties or for causing a damage, if they will prove, that these facts occurs due to the major force.

Article 27. The responsibility of the seller/provider for the infringement of the schedule date

- (1) For infringement of terms stated in paragraph (1) articles 13, the seller/provider shall pay to the consumer for every day (hour, if the term was stated in hours) of delay the penalty of 5% of the product/service price, upon the date of consideration of the consumer complaint.
- (2) In case of infringement according to the article 16 of the stated terms of beginning and termination of service rendering (work performance) or new terms, stated by the consumer, the provider (executor) shall pay to the consumer for every day (hour, if the term was stated in hours) of delay a penalty of 10 % from the price of the service (work).
- (3) The contract on rendering of services (work performance) can foreseen a higher penalty.
- (4) Payment of the penalty and compensation of damage do not exempt the seller/provider from the respect of its obligations, toward the consumer.
- (5) Consumer claims on the compensation of damage and payment of the penalties stipulated by the present law or the contract, shall be considered by the seller/provider by the mutual consent or by the judicial procedure, according to the legislation.
- (6) At the realization by the authorized body of the control upon the consumer complaint, the seller/provider bears the expenses, connected to it, including for inspections and tests (testing), if those confirm the non correspondence of the product/services to the stated or declared requirements.

Article 28. The responsibility for infringement of the provisions of present law

- (1) The infringements of the provisions of the present law entail, depending on circumstances, the material, civil, contravention, administrative or criminal liability.
- (2) To the entrepreneurs the following sanctions shall be applied:
 - a) For the infringement of the provisions of paragraphs (3), (4) article 6 – a fine at the rate of double cost of the respective product/service, not less than 500 minimal wages;
 - b) For the infringement of the provisions of paragraphs (5) - (8) article 6, paragraph (2), (3) article 20 – a fine at the rate of product/service cost, not less 300 minimal wages;

- c) For the infringement of the provisions of paragraph b) article 7, paragraphs b)- f) article 8, paragraph a), b), e)-g) article 9, paragraph 6) article 10, paragraph (2) article 12, paragraphs (4) - (7), (9), (10) article 20 – a fine of 200 minimal wages;
 - d) For the infringement of the provisions of paragraph (7), (8) article 10, paragraph(5) article 12, paragraphs (1), (4), (5) articles 13, paragraphs (11) - (13) articles 20 – a fine at a rate of 100 minimal wages;
 - e) For the infringement of the provisions of paragraph g) article 8, paragraph h) article 9, paragraph (15) article 13, paragraph (6) article 27 – a fine *at a rate* of 50 minimal wages.
- (3) The fines foreseen by the present Article, are imposed by a public authority stated in paragraph (2) article 22.
- (4) Decisions on application of the sanctions stated by the present article, shall be handed over to the entrepreneur personally or shall be sent to him by mail in 5 days after its pronouncement. The decision enters into force on the expiration of 15 days from the date of its receiving by the entrepreneur.
- (5) In case that the entrepreneur does not pay the fine during 15 days from the date of entrance into force of the decision on the application of sanction it shall be directed for execution to the judicial executor.

CHAPTER VIII FINAL PROVISIONS

Article 29

- (1) This Law shall come into force on the expiration of four months from the date of its publication.
- (2) On the date of coming into force of the present law, the Law on the protection of consumers rights Nr. 1453-XII of May 25, 1993 shall be abrogated.

Article 30

The Government in 2 months:

- a) shall submit to the Parliament proposals on bringing the current legislation into conformity with the present law;
- b) shall bring its normative acts in conformity with the present law.

CHAIRWOMAN OF THE PARLIAMENT
Chisinau, March 13, 2003
Nr. 105-XV

Eugenia OSTAPCIUC