

# THE LAW OF THE REPUBLIC OF TAJIKISTAN

## On Protection of the Rights of the Consumers

The present Law adjusts the relations arising between the public consumer and the entrepreneur. Establishes the rights of the consumers on, purchase of goods (works, services) of the appropriate quality, on safety of their life and health, reception of the information about the goods (works, services) and their producers (executors, sellers), education of the consumers, state and public protection of their interests, association into public organizations of the consumers, as well as defines the mechanism of realization of these rights.

The basic terms used in the present Law:

The consumer is a citizen using, getting, ordering or having intention to get or to order the goods (work, service) for personal household needs;

The producer is an enterprise, organization, establishment or citizen entrepreneur producing goods for realization;

The executor is an enterprise, organization, establishment or citizen entrepreneur carrying out works or rendering services;

The seller is an enterprise, organization, establishment, or citizen entrepreneur realizing the goods on the contract of sale and purchase;

The standard is a state standard, sanitary norms and rules, building norms and rules and other normative documents, which according to the legislation of the Republic of Tajikistan establish the obligatory requirements to quality of the goods (works, services) concludes consumer control;

Obligatory certification is a confirmation by the body, authorized for that, of conformity of the goods (work, service) obligatory requirements of the standard;

Defect is a separate discrepancy of goods (work, service) with the obligatory requirements of the standards, conditions of the contracts or usually showed the requirements, as well as information on the goods (work, service), given by the producer (executor, seller);

Any essential defect is a defect, which makes it impossible or inadmissible the use of the goods (work, services) according to its special purpose designation or cannot be eliminated in relation to the given consumer, or for its elimination the large expenses of work and time are required, or makes the goods (work, service) different than it is stipulated by the contract, or is displayed again after its elimination.

### Section I. GENERAL PROVISIONS

#### *Article 1. The legislation on protection of the rights of the consumers*

1. The legislation of the Republic of Tajikistan on protection of the rights of the consumers consists of the present Law and issued in accordance with it other legislative acts, of the Republic of Tajikistan.

2. Government of the Republic of Tajikistan has the right to adjust the relation on protection of the rights of the consumers only in cases stipulated by the legislative acts of the Republic of Tajikistan. The Government of the Republic of Tajikistan has no right to charge to ministries and departments to adopt the normative acts on protection of the rights of the consumers.

#### *Article 2. International contracts*

If the international contracts and treaties recognized by the Republic of Tajikistan, establishes other rules regarding protection of the rights of the consumers, the rules of the international contract are applied.

#### *Article 3. Quality of the goods (work, service)*

1. The seller (producer, executor) is obliged to sell to the consumer the goods (to transfer results of the executed work, to, render service), of quality appropriate to the obligatory requirements of the accepted standards, conditions of the contract, as well as information on the goods (works, services), given by the seller (producer, executor).

2. The producer (executor) is obliged to provide an opportunity of the use of the goods (results of the executed work) according to their purpose during period of their service established by him or according to the agreement with the consumer, and if term of validity is not established within ten years.

3. The producer is obliged to provide an opportunity of repair and maintenance service of the goods purchased during the term of its manufacture, and after the removal of the goods from manufacture – during terms specified in second part of the present Article.

*Article 4. The right of the consumers on safety of the goods (works, services)*

1. The consumer has the right to demand, that the goods (work, service) under usual conditions of their use, at their storage and transportation are safe and not a threat to his life, health, environment, as well as do not cause harm to his property. The obligatory requirements that should provide safety of life, health of the consumer, environments, as well as preventing causing harm to property of the consumer are established in the standards. On separate groups of the goods (kinds of works, services) the specified requirements are established by the legislative acts of the Republic of Tajikistan.

In case there are no standards containing the obligatory requirements, to the goods (works, services), which use can cause harm to life, health of the consumers, environment, as well as to property of the consumers, appropriate bodies of state management are immediately obliged to provide elaboration and putting of such standards into operation, and if necessary to suspend realization of the goods (execution of works, services) producer (executor, seller).

2. Term of validity should be established on the goods (results of works), which use on expiration of the certain term represents danger to life, health of the consumers, environments or can cause harm to property of the consumers.

The consumer should be warned about the term of validity of the goods (result of work), necessary actions after its expiration and possible consequences at default of the specified actions.

3. The producer (executor) is obliged to provide adequate safety of the goods (works, services) during the established term of their service (validity), and if service life is not established - during ten years.

The losses caused to the consumer owing to infringement of the given requirement are subject to compensation according to the Article 11 of the present Laws.

4. If for safe use of the goods (works, services), their storage, transportation and utilization, the observance of special rules are necessary, the producer (executor) is obliged to develop such rules, and seller (executor) -should inform of the consumer.

5. The goods (work, service), on which in the legislative acts or standards the requirements, directed on a safety to life, health of the consumers and protection of an environment, prevention of causing harm to property of the consumers are established, and the means ensuring safety of life and health of the consumers, are subject to obligatory certification according to the established order.

The realization of the goods (including imported), execution of works and rendering of services without the certificate confirming conformity of the goods (of works, services) to the requirements, specified in the first part of the present Article are prohibited. The basis for the sanction of import of the goods on the territory of the Republic of Tajikistan is the certificate, of the conformity given or recognized by authorized body submitted to customs bodies,

The responsibility for infringement of the requirements on safety of the goods (works, services), stipulated by the fifth part of the present Article, as well as for the unreasonable giving of the certificate is determined by the first part of the Article 39 of the present Law.

6. If it is established, that at observance of the rules of use, storage or transportation of the goods (results of works) by the consumer, they cause or can cause harm to his life, health, environment and property of the consumer, the producer executor; seller) is obliged to suspend immediately their manufacture (realization) before elimination of the reasons of harm, and in necessary cases one should take measures on withdrawal of them from a turnover and response from the consumers.

If the removal of the factors, causing harm is not possible, the producer (executor) is obliged to take off such goods (work, service) from manufacture. At non-execution of these duties by the producer, (executor) removal of the goods (works, services) from manufacture, withdrawal from turnover and the response of them from consumers are carried out according to the instruction of bodies of state management carrying out the control on safety of the goods (of works, services).

The losses caused to the consumer in connection with actors toward the goods (results of works), are subject to compensation by the producer (executor) in complete volume.

*Article 5. The right of the consumer on the information*

The consumer has the right to request presentation of the necessary and authentic information about his enterprise sold by him goods (works, services) and mode of his work on the seller (producer, executor).

The specified information in the evident and accessible form is brought to the notice of the consumers at the conclusion of the contracts about realization of the goods (execution of works, rendering of services) in the ways accepted in separate spheres of service.

*Article 6. The information about the producer, (executor, seller)*

1. The producer is obliged to inform the consumer about the name of the enterprise and its location. The specified information should contain the industrial mark or be given by a different way according to the current legislation.

2. The trade enterprises, enterprise of household and other kinds of service are obliged to have a signboard with the indication of a structure and forms of organization of their activity, company name, if it has, and information on mode of operations. The enterprises are obliged to specify their legal address (place a presence of their proprietor) on a signboard.

The trade enterprises, enterprise of household and other kinds of service are obliged to inform the consumers about rules, used by them, in realization of the goods (execution of works, rendering of services).

3. The rules established by the second part of the present Article, are applied at realization of trade, household and other kinds of service in temporary premises, at fairs from trays, as well as in other cases, if trade and the service is carried out outside of a constant place of a presence of the trade enterprise, enterprise of household and other kinds of service.

*Article 7. The information about goods (Works, service)*

1. The producer (executor, seller) is duly obliged give to the consumer the necessary and authentic information the about goods (works, services), ensuring opportunity of their competent choice. For separate kinds of the goods (works, services), Government of the Republic of Tajikistan establishes the list and the ways of finishing of the information up to the consumer herein.

2. The information about the goods (works, services) should contain:

The name of the standards, to obligatory requirements of which good (work, service) should correspond;

The list of the basic consumer properties of the goods (works, services), and concerning products of food-stuff -structure (including the list of used during their manufacture, other products of food-stuff and food additives) the weight and volume of contents, calorie content, contents of substances, harmful to health, in comparison with the obligatory requirements of the standards and contra-indication to application at separate kinds of illnesses;

The price and conditions of purchase of the goods (works, services);

The guarantee certificates of the producer (executor);

Rules and conditions for the effective and safe use of the goods (works, services);

Terms of service (validity) of the goods (results of works) and item of information on necessary actions of the consumer after its expiration, as well as about possible consequences at default of the specified actions;

Addresses of the producer (executor, seller) and enterprises authorized by the producer (seller) on acceptance of the claims from the consumer, as well as carrying out repair and maintenance service.

Concerning the goods (works, services), subjects to obligatory certification, the information on their certification should be given to the consumer.

With regard to the goods (works, services), which under certain conditions can present danger to life, health of the consumer, producer (executor, the seller) is obliged to inform him about kinds and possible consequences of their influence.

Of the goods, which consumer peculiarities can be worsened in due course (foodstuffs, perfumery-cosmetic goods, medicines, and products of household chemistry and other), term of validity should be specified.

As for the works (services) the information on the rules for their execution (rendering) should be given to the consumer as directed above.

3. The information stipulated by the second part of the present Article, should be brought to the notice of the consumers in the engineering specifications applied to the goods (to results of works, services), on a label, as well as marks, instruction (indication) of date of manufacturing or different way adopted for separate kinds of the goods (of works, services) or in separate spheres of service. On the packing the same information, as on the goods should be contained. Foodstuff packed or parceled up in the Republic of Tajikistan should be supplied with the information about place of their origin.

4. The citizen who is carrying out entrepreneur activity, should give the information on registration and name of a body registered him, as well as about the standard, obligatory requirements of which are distributed to the goods, (work, service) sold by him, and information about their certification.

#### *Article 8. Modalities of operations of the seller (executor)*

The consumer has the right to require that the modalities for operations of the seller (executor) should correspond to that announced by him.

Regime of operations for the state enterprises of trade, household and other kinds of service are established according to the decree of bodies of the local executive authority (Hukumats).

The regime of operations of the enterprises of trade, household and other kinds of service based on other forms of ownership, is determined by the proprietor with consent of bodies of the local executive authority (Hukumats).

The guilty officials bear the responsibility for the infringement of the modalities for operations of the state enterprise of trade, household and other kinds of service, established by the legislation of the Republic of Tajikistan.

#### *Article 9. The responsibility for the inadequate information*

1. If granting of doubtful or incomplete information about the goods (work, service), as well as about producer (executor, seller) has entailed:

The purchase of goods (work, service), not having properties, esteemed necessary for the consumer, - he has the right to terminate the contract and to require compensation of the losses, caused to him;

The impossibility of use of the acquired goods (work, service) as per the purpose of the consumer has the right to require granting the of appropriate information, in reasonable short term: If the information is not given in the stipulated term, the consumer has the right to terminate the contract and require compensation of the losses, caused to him;

The causing of harm to life, health and property of the consumer - he has the right to present the seller (producer, executor) the requirements stipulated by the Article 11 of the present Law, as well as to require the indemnification caused to natural objects, which are in possession of the consumer on the property right, or on other bases stipulated by the Law or the contract.

2. In case of systematic infringement of regulations of Articles 6, 7 and 8 of the present Law, activity of the producer (executor, seller) according to the instruction of the Tajik state center of standardization and metrology (Tajikgosstandard) can be liquidated in the order established by the legislation of the Republic of Tajikistan.

During consideration of the requirements of the consumer about the indemnification caused by doubtful or incomplete information about goods (works, services), it is necessary to proceed from the offer on the absence at the consumer and of any special knowledge about his properties and characteristics.

#### *Article 10. The responsibility of the sellers (producers, executors)*

1. For infringement of the, rights of the consumers the seller (producer, executor) bears responsibility, stipulated by the present Law. By the legislation of the Republic of Tajikistan or contract between the consumer and seller (executor) the responsibility for infringement of last obligations, for which by the present Law the responsibility is not established, as well as the higher size of the responsibility is determined, can be provided.

2. The losses caused to the consumer because of defects of the goods (of work, service), are subject to compensation over the penalty established by the present Law.

3. The payments for the penalty and indemnification do not release the seller (producer, executor) from execution of duties before the consumer assigned on him by the present Law.

The seller (producer, executor) is released from the responsibility for default or inadequate execution of duties established by the present Law, if he proves, that the default or inadequate execution has taken place because of force majeure, as well as to other bases, stipulated by the present Law.

5. The requirements of the consumer about payment of the penalties stipulated by the present Law, other acts for the rights of the consumers or contract, are subject to satisfaction by the seller (producer, executor) in the voluntary order.

6. At non-compliance of the requirements of the consumers (public organizations of the consumers), established by the present Law, the court has the right to make a decision about exaction from the seller (producer, executor), broken right of-the consumers, penalty at a rate of the price of the claim for non-observance of the voluntary order of satisfaction of the requirements of the consumer in the appropriate budget.

#### *Article 11. The property responsibility for damages caused due to defective goods (works, services)*

1. Harm caused to life, health or property of the consumer because of constructive, industrial, prescriptive and other defects of the goods (work, service), is subject to compensation in accordance with the laws of the Republic of Tajikistan, in its absence on appropriate volume of compensation would be applied.

2. The right to require of compensation for harm caused because of defects of goods (work, service), is admitted on any suffered consumer, irrespective of, whether he was in the contractual relations with the executor (seller) or not.

The damage caused to life, health or property of the consumer is subject to compensation during the established term of service (validity) and if term of service is not established, - within ten years from the moment of manufacture of the goods (acceptance of work, service).

3. The damage caused because of defects of the goods revealed during a guarantee period or term of validity, and if they are not established, - during terms established in first and second parts of the Article 17 and in second part of the Article 29 of the present Law or other, longer term established by the contract, is subject to compensation by the seller or producer.

The damage caused because of defects of the goods revealed on expiration of a guarantee period is subject to compensation by the producer. Harm caused because of defect of work (service) is subject to compensation by the executor.

4. The producer (executor) bears responsibility for the damage caused to life, health and property of the consumer connected with use of materials, equipment, device, tools and other means necessary for manufacture of the goods (of execution of works, rendering of services), irrespective of the fact that the level of scientific and technical knowledge, allowed to reveal their special properties whether or not.

5. The producer (executor, seller) is released from the responsibility, if he proves that damage is caused, because of force majeure or infringement by the consumer the instructions for use or storage.

#### *Article 12. Compensation of the moral damage*

Moral damage caused to the consumer owing to infringement by the producer (executor, seller) his rights stipulated by the legislation on protection of the rights of the consumers, is subject to compensation by person caused the harm at presence of his fault. The size of compensation of the harm is determined by court, if other is not stipulated by the acts.

#### *Article 13. Invalidity of conditions of the contract restraining rights of the consumers*

1. The conditions of the contracts restraining and constraining the rights of the consumers in comparison with rules, established by the legislation are admitted void. If as a result of application of conditions of the contract restraining the rights of the consumer, he suffered losses, they are subject to compensation by the producer (executor, seller) in complete volume.

2. It is prohibited to cause the purchase of one goods (works, services) by obligatory purchase others. The losses caused to the consumer because of infringement of his right on free choice of the goods (of works, services), are compensated by the trade enterprises, enterprises household and other kinds of service in complete volume.

3. The seller (executor) has no' right to impose on the consumer additional services given for a payment. The consumer has the right to require return of the sums paid for granting without his consent of additional services.

*Article 14. The right on reception of privileges and advantages in the sphere of trade, household and other kinds of service*

The consumer has the right to privileges and advantages, if it is stipulated by the acts of the Republic of Tajikistan.

*Article 15. Juridical protection of the rights of the consumers*

The protection of the rights of the consumers stipulated by the legislation is carried out by court.

The claims are brought to the court on a residence of the claimant or in a place of a presence of the respondent, or in a place of causing the harm.

The consumers are released from payment of the state duty under the claims connected with infringement of their rights.

## **Section II. PROTECTION OF THE RIGHTS OF THE CONSUMERS AT SALE OF THE GOODS**

*Article 16. Consequences of sale of the goods with defects*

1. The consumer, to whom the goods with defects are sold, if they were not stipulated by the seller, has the right at his choice to require:

a) Gratuitous elimination of defects of the goods or reimbursement for correction of defects by the consumer or third person;

b) In proportion reduction of a purchase price;

c) Replacement by the goods of the similar Brand (model, Article);

d) Replacement by the same goods of other brand (model, Article) with the appropriate recalculation of a purchase price;

e) Cancellation of the contract and indemnification concerning the goods sold through the various commission trade enterprises, the requirements of the consumers specified in the sub items "a" and "b" of the first part of this Article, are subject to satisfaction with the consent of the seller.

2. The requirements established in the first part of this Article are showed at the choice of the consumer in place of a purchase of the goods or in a place of a presence of the consumer.

The specified requirements in a place of a presence of the consumer carry out the trade enterprises, created by the sellers carrying out purchase of the goods similar to goods acquired by consumer, or the trade enterprises, on which such functions are assigned on the basis of the contract.

The seller and producer are obliged to inform the consumer about the enterprises, which carry out' the requirements established in the present Article, in a place of a presence of the consumer (further - enterprises which are carrying out their functions). In a case when the specified information is not granted they bear responsibility, established by Article 9 of the present Law.

The producer of the goods is obliged to compensate to the trade enterprise which is not the seller of the goods, the complete volume as well as the charges suffered in connection with satisfaction of the requirements of the consumer, stipulated by the present Article to pay to this trade enterprise the m at a rate of 10 percents from the charges, made by him.

Mutual relations of the producer with the trade enterprise - seller, established by present Article are adjusted by the legislation.

3. The consumer has the right to demand gratuitous elimination of defects or compensation of the charges on their elimination or about replacement of the goods to the producer of the goods or enterprises created by him for these purposes, or enterprises which are carrying out the specified requirements on the basis of the contract with the producer (by the enterprise, carrying out his function).

Instead of presentation of these requirements the consumer has the right to return to the producer the goods that are defective and to require compensation for the full value of the goods.

4. In case of purchase by the consumer foodstuffs with defects the seller is obliged to make their replacement by goods of appropriate quality, or to return to the buyer the sum paid to them, if the specified defects are selected within the limits of term of validity.

5. The requirements of the consumer are considered at presentation by him the commodity (cash) check, and on the goods, on which the guarantee periods are established, - technical passport or other document, replacing it.

On demand, of the consumer the seller is obliged to issue to him the commodity check or other document certifying the fact of a purchase.

In case of loss of the technical passport or other document, replacing it by the consumer their restoration is carried out in the order established by the civil remedial legislation of the Republic of Tajikistan.

The seller, producer (enterprise, which is carrying out their functions) are obliged to accept the goods at the consumer and to satisfy his requirements, if they do not approve, that the defects of the goods have arisen because of infringement of the instructions for use or storage, action of the third persons or force majeure by the consumer. The consumer has the right to participate in quality examination of the goods.

6. Delivery of the large-sized goods and goods of weight more than 5 kg for repair, decreasing price, the replacements and return to their consumer are carried out gratuitously by forces of the seller, producer (enterprise which is carrying out their functions). In case of default of the given duty, as well as at absence of the seller, producer (the enterprises which is carrying out their functions) in place of a presence of the consumer delivery and return of the goods can be carried out by the consumer. In this case the seller, producer (enterprise which is carrying out their functions) are obliged to compensate to him the necessary charges connected with delivery and return of the goods.

#### *Article 17. Terms of presentation of the requirements concerning defects of the goods*

1. The consumer has the right to present demands, established by the Article 16 of the present Law, if the defects of the goods were found out during a guarantee period established by the producer.

On the goods, on which guarantee periods are not established, the consumer has the right to present to the producer the specified requirements, if the defects were located within six months, and concerning immovable property - not later than two years from the date of transfer to the consumer, if longer terms are not established by the legislation or contract applicable to the transaction.

2. On the goods, on which consumer properties can be worsened with current of time or can present danger to life, health, property of the consumer and environment .on expiration of the certain period of time (products of a feed perfumery-cosmetic goods, medicines, products of household chemistry and other), validity terms are established.

The sale of the goods with the delayed term of the validity is banned. Concerning the specified goods required of the consumers established by Article 16 of the present Law, are subject to satisfaction, if their defects were found out during the validity term.

3. Terms specified in the first part of the present Article as well as term of service of the goods is estimated from the date of sale to the consumer. If the date of sale cannot be established, these terms are estimated from the date of manufacturing.

For the seasonal goods (footwear! clothes and other) these terms are estimated from the moment of approach of the appropriate season determined by the Government of the Republic of Tajikistan, proceeding from climatic conditions of a residence of the consumers.

During the sale of the goods on samples, by mail, as well as in cases, when the moment of the conclusion of the contract of sale and purchase and moment of transfer of the goods to the consumer do not coincide, these terms are estimated from the date of delivery of the goods to the consumer, and if the goods require special installation (connection) or assembly, - from the date of their manufacture. If it is impossible to establish the day of delivery, installation (connection) or assembly of the goods, as well as transfers of immovable property or if it was at the consumer up to the conclusion of the contract of sale and purchase are estimated from the date of the conclusion of the contract of sale and purchase.

Validity term of the goods is estimated from the date of its manufacturing. Validity term is determined on period of time, during which the goods are suitable to use, or date, before which the goods are suitable to use.

4. The guarantee periods can be established on separate independent furnishing products and components of the basic goods. The guarantee period for furnishing products and components is estimated in the same order, as guarantee period for the basic products as established.

5. Terms as specified in this Article are to lead up to the item of the adequate information of the consumer on the goods given to him according to the Article 7 of the present Law.

6. The consumer has the right to present to the producer the requirement about the gratuitous elimination of any defects in the goods on the expiration of guarantee periods. The specified requirement can be presented during the established term of service and if term of service is not established, - within ten years, if in the goods the essential defects allowed on fault of the producer. If the given requirement is not satisfied in terms stipulated by the Article .18, the consumer has the right at the choice to present to producer other requirements established by the Article 16.

7. The requirements of the consumers established by the Article 16, should be presented to the seller, producer (enterprise, which is carrying out their functions) not later than ten days on expiration of terms, stipulated by the present Article. '

#### *Article 18. Elimination of defects of the goods*

The defects revealed in the goods, should be eliminated by the producer (enterprise which is carrying out his functions) within ten days, and the seller (enterprise which is carrying out his functions) - within 20 days from the moment of presentation of the appropriate requirement by the consumer.

On the durable goods the seller, producer (enterprise which is carrying out their functions) are obliged after sight of the requirement by the consumer immediately and free of charge to give him on time of repair the similar goods with delivery at their own expense. The list of the durable goods, to which the specified requirements are not distributed, is established by the Government of the Republic of Tajikistan.

In case of elimination of defects in the goods the guarantee period is prolonged for time, during which the goods were not used. The specified time is estimated from the date of the reference of the consumer with the requirement about elimination of defects.

At elimination of defects by replacement of a furnishing product or component of the goods, on which the guarantee periods are established, the guarantee period for a new furnishing product and component is estimated from the date of distribution to the consumer of the goods due to repair.

#### *Article 19. Replacement of the goods with defects*

In case of detection by the consumer of defects of the goods provided by the seller, the producer (enterprise which is carrying out their functions) is obliged to replace it immediately, and if necessary of additional quality examination of the goods by the seller, producer (enterprise which is carrying out their functions) - shall fulfill within 20 days from the moment of presentation of the requirement by the consumer.

In the at absence of a seller, the producer (enterprise which is carrying out their functions) on moment of presentation of the appropriate requirement of the goods, necessary for replacement, he should replace within one month. On demand of the consumer the seller, producer (enterprise which is carrying out their functions) are obliged gratuitously to give him with delivery in temporary usage before replacement the similar durable goods, with the exception of the goods, which list is established according to the second part of the Article 18 of the present Law.

For areas of the Mountain-Badakhshan Autonomous Region and other areas of the seasonal carriage of goods the requirement of the consumer about replacement of the goods is subject to satisfaction under its application in time, necessary for the next delivery of the appropriate goods in these areas.

At replacement of the goods the guarantee period is estimated anew from the date of transfer to the consumer.

#### *Article 20. The responsibility for delay of execution of the requirements of the consumer*

For every day of delay of goods specified in Articles 18 and 19 of the present Law as well as for every day of delay of execution of the requirement of the consumer about granting time of repair (replacement) of the similar goods the seller, producer (enterprise which is carrying out their functions), allowed such infringements, pay to the consumer the penalty at a rate of one percent of cost of the goods in the order stipulated by the item 5 of the Article 10 of the present Law. In case of non-execution of requirements of the consumer in terms, stipulated by Articles 18 and 19 of the present Law, the consumer has the right at the choice, to present other requirements established by the Article 16 of the present Law.

*Article 21. Accounts with the consumer in case of purchase by him the goods with defects*

At replacement of the goods with defects on the goods of the same brand (model, article) in case of price change pride, the recalculation of cost is not made.

At the cancellation of the contract the accounts with the consumer are made in case of increase of the price on the goods, proceeding from the cost at the moment of presentation, and in case of reduction of the price ' proceeding from cost of the goods on the moment of a purchase.

At replacement of the goods with defects on the goods of other brand (model, Article) in case of increase of its price the recalculation of cost is carried out proceeding from the price working at the moment of replacement.

To the consumers, to which the goods were sold on credit, in case of cancellation of the contract of sale and purchase; the money sum comes back at a rate of the return, extinguished to the moment, of the goods of the credit, as well as the payment for its granting is compensated.

*Article 22. The right of the consumer on an exchange of the goods of appropriate quality*

1. The consumer has the right to exchange an Article of food of appropriate quality for a similar item in the trade enterprise, where it was acquired, if the goods have not approached under the form, dimensions, style, coloring, to the size or for other reasons cannot be used by him on this purpose.

The consumer has the right to an exchange of the goods of appropriate quality within 14 days, not counting day of a purchase.

The exchange of the goods of appropriate quality is carried out, if it was not in use, the consumer peculiarities, seals, factory labels, as well as commodity or cash voucher given to the consumer together with the sold goods are kept in its commodity kind.

The list of the goods is not subject to an exchange on the bases, specified in the present Article is affirmed by the Government of the Republic of Tajikistan.

2. In case, if the similar goods are absent in sale at the moment of the reference of the consumer to the seller, the consumer has the right at his choice to terminate the contract and to require return of the money sum, paid for it or exchange the goods on similar at the first receipt of the appropriate goods in sale. The seller is obliged to inform the consumer who has required an exchange of the goods, regarding the receipt of this sale.

*Article 23. The form and order of payment of the, purchased goods*

The form -of payment of the purchased goods (cash or by clearing) is determined according to the agreement between the consumer and seller.

The sale of the goods is on credit carried out in the order established by rules of sale of the goods on credit, confirmed by the Government of the Republic of Tajikistan.

At a. purchase of the goods on credit the right of the property of the consumer arises from the moment of transfer of goods to him, if other is not stipulated by the bilateral contract.

*Article 24. Rules concerning separate kinds of the contracts on sale and purchase*

The rules concerning separate kinds of the contracts on sale and purchase, as well as rules of sale of separate kinds of the goods are affirmed by the Government of the Republic of Tajikistan.

**Section III**  
**PROTECTION OF THE RIGHTS OF THE CONSUMERS AT**  
**EXECUTION OF WORKS AND RENDERING OF SERVICES**

*Article 25. Duty of the executor to conclude the contract on provision of works and rendering of services*

The executor, occupying a leading position in the market, is obliged to conclude with the consumer the contract on provision of works or rendering of services, with the exception of cases, if he will prove, that their execution (rendering) exceeds the bounds of his authorized activity or industrial 210 opportunities. Thus he should organize industrial or other economic activity so that the requirement of the citizens were satisfied properly and

smoothly. The executor is obliged to compensate to the consumer the losses, caused as a result of unreasonable refusal in the conclusion of the contract on execution of works or rendering of services.

*Article 26. Rules of household and other kinds of service*

The rules of household and other kinds of service (execution of separate kinds of works, rendering of separate kinds of services) are affirmed by the Government of the Republic of Tajikistan.

*Article 27. Terms of execution of works and rendering of services*

1. The executor is obliged to provide the work (to under service) in term, established by rules of execution of separate kinds of work (rendering of separate kinds of services) or according to the contract. In the contract term of execution of work (rendering of services) can be stipulated, if they are not stipulated by the specified rules, as well as term of smaller duration, than established by the specified rules.

2. Term of execution of work (rendering of services) can be determined by date (period of time), by which work (service) should be executed (is rendered), as well as date (period of time), when the executor should begin its execution (rendering). In case the work (service) are carried out (rendered) in parts (delivery of a periodic seal, maintenance service) during validity of the contract, individual terms (period) of execution of works (rendering of services) should be stipulated.

*Article 28. Consequences of infringement of terms of execution of works and rendering of services*

1. If the executor has not begun execution of work (rendering of service) in time or if during its execution (rendering), it becomes obvious, that it would not be executed (rendered) in time, as well as in case of delay of execution of work (rendering of service) the consumer has the right of his choice:

To nominate to the executor a new term, during which he should begin execution of work (rendering of service) and (or) to execute (to render) it;

Assign other person to perform the work (to render service) at the expense of the executor;

To demand a reduction of the compensation for work (service);

To terminate the contract and to require indemnification.

2. New terms, nominated by the consumer, during which the executor should begin execution of work (rendering of service) and finish it, are specified in the contract.

In case of delay of the nominated new terms more than one month the consumer has the right to present other requirements established by first part of the present Article.

3. At cancellation of the contract, in case, when the executor has not begun execution of work (rendering of a service) in time or carries out (renders) it so slowly, that the execution to term becomes impossible, the executor has no right to require (demand) compensation of the expenses spent during execution of work (of rendering of service), as well as payment for the already executed work (rendered service).

The peculiarities of order of accounts in such cases can be established by rules on separate kinds of works (services).

4. In case of infringement of the established terms of a beginning and ending of execution of work (rendering of service), as well as nominated by the consumer on the basis of the first part of the present Article of new terms the executor pays to the consumer per every day (hour, if term is determined in hours) of delay the forfeit at a rate of three percents from cost of work (service), and if cost of work (service) in the contract is not determined separately, but in total cost of the order, up to the beginning of execution of work (rendering of service) or presentation of other requirements by the consumer; established by first part of the present Article.

The sum of the forfeit, collected by the consumer, cannot exceed the cost of a separate kind (of service) or total costs of the order, if cost of a separate kind of work (service) is not determined by the contract.

5. The requirements of the consumers established in the first part of the present Article, are not subject to satisfaction, if the executor will 'prove, that the delay of execution of work (rendering of service) has taken place because of force majeure or at fault of the consumer.

*Article 29. The rights of the consumer at detection of defects in the executed work (rendered service)*

1. The consumer at detection of defects in the executed work (rendered service) has the right of his choice to require:

The gratuitous elimination of defects in the executed work (rendered service);

The respective reduction of compensation for the executed work (rendered service);

The gratuitous manufacturing of other thing from a homogeneous material of the same quality or repeated execution of work (washing, chemical cleaning), or compensation of the charges, suffered by him on correction of defects by the means or third person.

The consumer has the right to terminate the contract and to require indemnification, if the executed work (rendered service) differences were not eliminated by the executor in reasonable period of time agreed bilaterally. The consumer also has the right to terminate the contract, if he finds out essential defects of the executed work (rendered service) or other essential deviations from conditions of the contract.

2. The requirements established by the first part of the present Article, can be presented in case of detection of defects at acceptance of work (service) or during its execution (rendering), and in case of impossibility of detection of defects at acceptance of work -during a guarantee period, and at its absence - within six months from the date of acceptance of work. The requirements concerning defects of a structure or other immovable property, which could not be found out at acceptance of work, can be presented at detection of defects during a guarantee period, and at its absence - within two years from the date of acceptance of work.

3. The consumer has the right to present the requirement on gratuitous elimination of defects of work on expiration of guarantee periods. The specified requirement can be presented, if during the established term of validity (and if term of validity is not established - within ten years from the moment of acceptance of work) the essential defects, allowed on fault of the executor were revealed. If the given requirement is not satisfied in terms established by the Article 30 of the present Law, the consumer at the choice has the right to require:

The appropriate reduction of compensation for work;

Compensation of the charges, suffered by him, on elimination of defects by the means or third person;

Cancellation of the contract and indemnification.

4. The requirements established by the first part of the present Article, should be presented not later than ten days on expiration of a guarantee period or terms stipulated by second and third parts of the present Article.

*Article 30. Terms of elimination of defects of work (service)*

The defects of work (services) which have been found out during its execution, should be eliminated in proportional term established by the consumer.

The defects of the executed work (rendered service) should be eliminated within ten days, if shorter term can not be established by the contract (agreement of the parties) at acceptance of work (service) or rules about execution of separate kinds of works (rendering of separate kinds of services).

Established by the consumer or the term, coordinated by the parties, of elimination of defects is fixed in the contract or other document signed by the parties.

For infringement of the terms, is stipulated by the present Article, for elimination of defects the executor is obliged to pay the forfeit at a rate, established by rules about the: execution of separate kinds of works (Le rendering of separate kinds of services) or contracts.

*Article 31. The right of the consumer on the cancellation of the contract regards execution of work*

The consumer has the right to terminate the contract about execution of work at any time, by duly paying the executor compensation for the executed work and by compensating him for the sheer loss caused by the cancellation of the contract.

*Article 32. The estimate on implemented works*

On the execution of works is stipulated by the contract, a firm or approximate estimate can be made.

The executor has no right to require payment of works and additional charges which have not been included in the firm estimate, if the consumer has not agreed to its manufacture or has not charged the executor, execution of these works.

If a need to increase the approximate estimate arises, the executor is obliged to warn the consumer about it immediately. In this case the consumer has the right to refuse the contract as a whole, by compensating the executor the charges, suffered by him for executed work, according to certain estimate through arbitration. If the executor has not warned the consumer about excess of the approximate estimate, he is obliged to execute work, not requiring all compensation for the extra budget charges.

*Article 33. Execution of work from materials of the provider*

The executor is obliged to execute work determined by the contract, from his material and means, if the consumer does not require execution of work from his own material.

The executor carrying out work from his own material bears responsibility for its appropriate quality.

The material of the executor is paid by the consumer at the conclusion of the contract completely or at a rate of, specified in rules about provision of separate kinds of works or contract, with a final settlement at reception of the work by the consumer, executed by the provider, if any other procedure of payments for materials of the provider is not stipulated by the agreement of the parties.

In cases stipulated by rules or the contract, the material can be given by the provider on credit. The subsequent change of the price of the given material on credit does not entail recalculation.

The materials of the executor and works, means, tools and other things necessary for execution, are delivered to a place of execution of works by the executor.

*Article 34. Execution of work from materials of consumer*

If the work is carried out completely or partially from material (with a thing) of consumer, the executor answers for safety of this material (thing), its correct use.

The executor is obliged:

To warn the consumer about uselessness or the poor quality of the material, transferred to them;

To give the report about spending material and to return its rest.

The executor answers for loss and damage of the material (thing), accepted from the consumer.

In case of complete or partial loss (damage) of a material (thing) accepted from the consumer, the executor is obliged to replace it by its homogeneous materials, thing of similar quality, in three-day term and at absence of those - to compensate to the consumer double cost of the lost (damaged) material (thing), as well as charges suffered by the consumer. In case of complete or partial loss (damage) of a material (thing) of the consumer the executor is obliged at the request of the consumer to renew immediately the contract and to make a product from a homogeneous material (thing) in shortest technically possible time frame.

The provider is released from the responsibilities for a complete or partial loss (damage) of a material (thing) accepted from the consumer, if the consumer was warned by the executor about its special properties, which can cause loss (damage). The ignorance by the executor of the specified properties does not release him from the responsibilities.

Cost of the material (thing) transmitted to the provider, is determined by the consumer in the contract or other document (receipt, order), confirming its conclusion.

*Article 35. Duty of the executor on informing the consumer on circumstances, threatening to the validity and durability of implemented work*

The executor is obliged to warn the consumer duly, that observance of the indications of the consumer and other circumstances dependent on the last, threaten to the validity and durability of implemented work.

If the consumer, despite of the duly and reasonable warning of the executor, in proportional term does not replace unsuitable or substandard material, does not change the indications on a way of execution of work or does not remove other circumstances, threatening to its validity and durability, the executor has the right to terminate the contract and to collect the caused losses.

*Article 36. The form and order of payment of the executed work (rendered service)*

The form of payment (cash or in the non-cash order) for executed work (rendered service) is determined according to the agreement between the consumer and executor.

The consumer is obliged to pay for the work, executed by the executor, (rendered service) on delivery of all of its volume, if other is not established by the legislation of the Republic of Tajikistan.

Execution of works (rendering of services), as well as granting of materials on credit by executor is carried out in the order established by rules about execution of separate kinds of works (rendering of separate kinds of services).

At execution of work (services) on credit, the right of the properly on its result arises at the consumer arises from the moment of acceptance of works by the consumer.

*Article 37. Regulation of separate kinds of services*

The consequences of infringement of conditions-of the contract about rendering of service, on the character of the present unit, not falling under action of the present Section, are determined by the legislation of the Republic of Tajikistan.

**Section IV.  
STATE AND PUBLIC PROTECTION OF THE RIGHTS OF  
THE CONSUMERS**

*Article 38. Powers of bodies of state management carrying out the control for safety of the goods (of works, services) for the consumer*

With the purposes of provision of safety of one goods (works, services) Tajikgosstandart, Ministry of Health of the Republic of Tajikistan, Ministry of Protection of Nature of the Republic of Tajikistan and other bodies of state management, carrying out the control on safety of the goods (of works, services) within the limits of their competence, establish the obligatory requirements on the safety of the goods (works, of services) and cant' out the control on observance of these requirements;

Send instructions about the elimination of infringements of the requirements of safety of the goods (works, services), removal from manufacture, termination of issue and realization of such goods (works, services), response them from the consumers, as well as informing the consumers about it;

Bring actions courts, economic tribunals against ha producers (executors, sellers) in case of any infringement of the safety, requirements of the goods (works, services) by them.

The coordination of activity of bodies of state management carrying out the control on safety of the goods (of works, services), in this sphere are assigned on Tajikgosstandart.

Tajikgosstandart is a national body on certification of the goods ((works, services). According to it Tajikgosstandart:

Determines the order of certification of the goods (works, services);

Determines the classification of the goods (works, services), subject of compulsory certification;

Accredits bodies on certification of specific kinds of the goods (works, services), as well as the test laboratories (centers) for realization of the appropriate tests, are given to other legal persons the right of accreditation;

Carries out the quality control of realization of certification of the goods (works, services);

Conducts the State Register of the certificate of goods (works, services), accredited bodies on certification, test laboratories (centers);

Takes the decisions on recognition of the certificates given by foreign and international bodies, represents the Republic of Tajikistan in mutual relation with foreign countries and international organizations on certification of the goods (works, services).

*Article 39. The sanctions imposed by bodies of state management carrying out the control on safety of the goods (of works, services) on the consumer*

1. The bodies of state management carrying out the control on safety of the goods (of works, services), within the limits of the competence have the right to impose the penalty in the following cases:

Evasion from execution or delayed execution of their instruction by the producer (executor, seller) - up to 20 minimal sizes of wages;

Causing of damage to the consumers by the goods (works, services), inadequately showed to last requirements on safety, - at a rate of the sum of damage caused to the consumers, if such damage - at a rate of up to 20 minimal sizes of wages;

Infringements of rules of certification of the goods (works, services) by bodies on certification, test laboratories (centers) - at a rate of double cost of works ooh certification, and producer (executor, seller) - at a rate of cost of the goods (works, services), rules, realized with infringements, on certification.

2. The chief executive offices of the enterprises and bodies on certification bear responsibility for the infringements as stipulated by the first part of the present Article, in the form of the penalty imposed by bodies, carrying out the control on safety of the goods (works, services), at a rate of up to three official salaries.

3. The producers (executors, sellers) of goods (works, services) have the right to address to court, economic court with the application for annulment, completely or partially, instructions of bodies carrying out the, control an safety of the goods (of works, services), or about cancellation or change of the decisions about imposing the penalty.

The submission of the application does not stop the instruction or the decision on imposing the penalty time of its consideration in legal court or economic court, if by the court or economic court definition about stay of execution of the specified acts is not announced.

*Article 40. Bodies on the protection of the rights of the consumers at bodies of the local executive authorities*

The bodies of the local executive authorities create bodies on the protection of the rights of the consumers.

Bodies and institutions on the protection of the rights of the consumers at bodies of the local executive authority:

Consider the complaints of the buyers and consult them about the legislation on protection of the rights of the consumers;

Analyze the contracts concluded by the sellers (by the providers, producer) with the consumers, with the purpose of revealing the conditions that restraining the rights of the consumers;

Carry out the gathering of the information causes the damage to life, health or property of the consumers caused by the dangerous goods (works, services), and direct it to Tajikgosstandart (its territorial bodies);

At detection by the consumers, defects of the goods (works, services) or revealing of the dangerous good: (works, services) immediately informs the appropriate services of bodies of state management carrying out supervision for safety of goods (works services) about it;

With the purposes of the rights of protection of the consumers sue the claims in courts, on their own initiative or on commission of the consumer (group of the consumers), or in interests of uncertain circle of the consumers.

*Article 41. The rights of public organizations of the consumers in the Republic of Tajikistan*

The citizens have the right to be united on a voluntary basis in the incorporated organizations of the consumers, which carry out the activity according to the legislation of the Republic of Tajikistan.

The public organizations of the consumers have the right:

To participate in elaboration of the requirements on the safety of the goods (works, services), as well as standards establishing these requirements;

To make an independent expert examination on the quality and the safety of the goods (works, services);

To check observance of the rights of the consumers and rules of trade, household and other kinds of service;

To bring into the bodies of state management, to the enterprises organizations and institutions the offers regarding measures on of quality control of the goods (works, services), dangerous to human life, health, property of the consumers and the environment;

To participate together with the appropriate bodies of state management in realization of the control on application of prices control;

To bring to the prosecutor's office and the bodies of state management materials about instituting to proceedings against persons guilty on issue and realization of the goods (of works, services), inappropriate to the established requirements on safety and quality;

To bring actions in interests of the consumers, which are not the members of public organizations of the consumers, in case of infringement of their rights stipulated by the legislation on protection of the rights of the consumers of the Republic of Tajikistan.

*Article 42. Protection of the rights of the consumers by public organizations of the consumers*

The public organizations of the consumers have the right to bring suit in court about a recognition of actions of the seller, producer (enterprise which is carrying out their functions), executor illegal concerning uncertain circle of the consumers and termination of these actions.

At satisfaction of such claim the court obliges the offender through mass media or different way up to inform the consumers about the decision of court in the term established by court.

The decision of court, which has entered lawful force, on a recognition of actions of the seller, producer (enterprise which is carrying out their functions), executor as illegal concerning a uncertain circle of the consumers is necessary for court considering the claim of the consumer about civil-law consequences of their actions on questions, whether these actions had place or they are accomplished by the given persons (actors).

President of the Republic of Tajikistan E. RAHMONOV  
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