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The Law of 2000 on certain aspects of the sale of consumer goods and associated guarantees is issued upon publication in the Official Gazette of the Republic in accordance with Article 52 of the Constitution.

Law No. 7(I) of 2000

**LAW PROVIDING FOR THE PROTECTION OF CONSUMERS IN RESPECT WITH CERTAIN ASPECTS OF THE SALE OF CONSUMER GOODS AND ASSOCIATED GUARANTEES**

The House of Representatives enacts as follows:

**PART I- INTRODUCTION**

**Short title** I. This Law shall be cited as the Certain Aspects of the Sale of Consumer Goods and Associated Guarantees Law of 2000.

**Interpretation.** 2. In this Law, unless the context provides otherwise-

"Competent Service" means the Service of Competition and for the Protection of Commerce, Industry and Tourism;

"consumer" means any natural person who, in the contracts covered by this Law, is acting for purposes which are not related to his trade, business or profession;

"consumer goods" means any tangible movable item, with the exception of-

(a) the goods sold by way of execution or by other judicial means,

(b) water or gas where they are not put for sale in a limited volume or fixed quantity, and

(c) electricity;

"contract of sale" means the contract for the sale of consumer goods and includes the contracts for the supply of consumer goods, which are about to be manufactured or produced;

"court" means the President of the District Court or a Senior District Judge of any District Court;

"guarantee" means any undertaking by the seller or producer to the consumer, given without extra charge, to reimburse the price paid or to replace, repair or handle consumer goods in any way if they do not meet the specifications set out in the guarantee or in the relevant advertisement;

"Minister" means the Minister of Commerce, Industry and Tourism.

" permanent means of communication" means any means of communication between the contracting parties without distorting the information or data;

"producer" means the manufacturer of consumer goods or the importer of consumer goods into the territory of the Republic of Cyprus or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the consumer's goods;

"repair" means, in the event of lack of conformity, bringing consumer goods into conformity with the contract of sale;

"seller" means any natural or legal person who, under a contract, sells consumer goods in the course of his business or profession.

**Scope of application** 3. This Law shall apply to contracts of sale of consumers goods that are concluded with consumers.

**PART II- MAIN PROVISIONS**

**Conformity With the contract** 4.-(1) Subject to the provisions of this section, the seller must deliver goods to the consumer which are in conformity with the contract of sale.

(2) Consumer goods are presumed to be in conformity with the contract if they-

(a) comply with the description made by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model;  
(b) are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted:

(c) are fit for the purposes for which goods of the same type are normally used:

(d) show the same quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or labelling.

(3) Without any prejudice to the generality of subsection (2), the quality of the goods includes specifically-

(a) the availability of spare parts, accessories and specialised technicians, where this is so required,

(b) the safety of the goods as prescribed by section 2 of the Safety of Consumer Goods Laws of 1994 until 1998 and the Regulations issued by virtue of these Laws,

(c) the reasonable resistance in time and use,

(d) the appearance and finishing, and

(e) the non-existence of defects.

(4) For purposes of this section, there shall not be deemed to be a lack of conformity with the terms of the contract if, at the time the contract was concluded, the consumer was aware or could not reasonably be unaware of the lack of conformity or if the lack of conformity has its origin in materials supplied by the consumer.

(5) The seller shall not be bound by public statements, referred to in paragraph (d) of subsection (2), if he-

(a) shows that he was not, and could not reasonably have been aware of the statement in question.

(b) shows that by the time of conclusion of the contract the statement had been corrected, or

(c) shows that the decision to buy the consumer goods could not have been influenced by the statement.

(6) The lack of conformity resulting from incorrect installation of the consumer goods shall be deemed to be equivalent to lack of conformity with the contractual terms, where installation forms part of the contract of sale of the goods and it was effected by the seller or under his responsibility. This shall apply equally if the product, intended to be installed by the consumer, is installed by the consumer and the incorrect installation is due to deficient, inaccurate or wrong installation instructions:

Provided that the installation instructions which are not provided in at least one of the official languages of the Cyprus Republic, that is also official in the European Union, shall be deemed as deficient.

74 (I) of 1994  
99 (I) of 1997  
107(I) of 1998

Rights of the consumer.

5. -(1) The seller shall be liable to the consumer for any lack of conformity which exists at the time the goods were delivered.

(2) Where there is lack of conformity, the consumer is entitled to have the goods brought into conformity, free of charge, by repair or replacement, in accordance with subsection (3), or to have an appropriate reduction made in the price, or the contract rescinded with regard to this good, in accordance with subsections (5) and (6).

(3) The consumer may, in the first place, require the seller to repair or replace the good, in either case free of charge, unless this is impossible or disproportionate. A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account-

(a) the value the good would have, if there was no lack of conformity,

(b) the significance of the lack of conformity, and

(c) whether the alternative remedy could be adopted without causing significant inconvenience to the consumer.

(4) The repair or replacement must be completed within a reasonable time and without causing any significant inconvenience to the consumer, taking into account the nature of the good and the purpose for which the consumer required the good.

(5) The term "free of charge" in subsections (2) and (3) refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.

(6) The consumer may require an appropriate reduction of the price or to have the contract rescinded, if-

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

(b) the seller has not completed the remedy within a reasonable time, or

(c) the seller has not completed the remedy without significant inconvenience to the consumer.

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

Right of redress against the producer or previous seller,

6. Where the final seller is liable to the consumer because of lack of conformity with the contractual terms, resulting from an act or omission by the producer, by a previous seller in the same chain of contracts or by any other intermediary, the final seller shall be entitled to pursue against the person or persons liable in the contractual chain, in accordance with the general provisions relating to the contractual or non-contractual liability.

Time limits.

7.-(1) The seller shall be held liable to the consumer under section 5 where the lack of conformity becomes apparent within two years as from the delivery of the goods.

(2) In order to benefit from his rights under section 5, the consumer must inform the seller of the lack of conformity within a period of two months from the date on which he detected such lack of conformity.

(3) Unless proved otherwise, any lack of conformity which becomes apparent within six months from the time of delivery of the good, shall be presumed to have existed at the time of delivery unless this presumption is incompatible with the nature of the good or the nature of the lack of conformity.

(4) Irrespective of any other applicable general or special provision for the limitation of rights, the limitation period of section 5 may not cease within the period of two years from the time of delivery of the good, subject to the consumer's right under subsection (2).

Guarantees

8.-(1) The guarantee shall be legally binding on the offeror under the conditions laid down in the guarantee statement and the associated advertisement.

(2) The guarantee shall-

(a) state that the consumer has legal rights under this Law and make clear that these rights are not affected by the guarantee,

(b) set out in plain and legible language, the contents of the guarantee and the essential particulars required for making claims under the guarantee, notably the duration and the territorial scope of the guarantee, as well as the name and address of the guarantor.

(3) Upon request by the consumer, the guarantee shall be made available in writing or feature in another durable medium of communication which is available and accessible to him.

(4) The guarantee must be drafted in at least one of the official languages of the Cyprus Republic, provided that this language is one of the official languages of the European Union as well.

(5) Should a guarantee infringe the requirements of subsections (2), (3) or (4), the validity of the guarantee shall in no way be affected, and the consumer can still rely on the guarantee and require that it be honoured.

### PART III-CONSUMER PROTECTION THROUGH COURT ORDERS

- Investigation of violations** 9.-(1) Upon the submission of a complaint or on its own motion, the Competent Service shall investigate violations by the sellers of the provisions of this Law protecting the consumers' interests.
- (2) Where the Competent Service, upon an investigation conducted under subsection (1), considers that there was a violation, it may -if it deems necessary- apply to the Court for the issue of a prohibitory or mandatory order, including the interim order, against any person who, according to the Court's opinion is liable for this violation.
- (3) During this investigation, the Competent Service may, if it deems necessary, take into account any undertaking submitted to it by any person or on behalf of any person, concerning the violation made and the prospect of removing or rectifying it.
- (4) The Competent Service must properly justify its decision not to submit an application before the Court under subsection (2), concerning any claim that the Service is obliged to investigate under this section.
- Issue of orders.** 10.-(1) The Court adjudicating an application submitted to it under subsection (2) of section 9 is empowered, subject to the provisions of the Civil Procedure Law, the Courts Law and the Civil Procedure Rules, to issue a prohibitory or mandatory order, including an interim order, providing for-
- (a) The immediate cessation and/or the non-repetition of the violation made; and/or
- (b) the taking of rectifying measures, within a specified time-limit, which according to the court's opinion will remove the unlawful situation created by the violation being investigated by the court; and/or
- (c) the publication of the relevant court's decision, wholly or in part, or the publication of the rectifying notification in order to remove any prejudicial consequences of the violation which is being investigated by the court;
- (d) any other act or measure that may be considered necessary or reasonable under the circumstances of each case.
- (2) The order issued under subsection (1) may relate not only to specific acts of the defendant vis-a-vis the consumer, but to any similar future acts or behaviour of him vis-a-vis the consumers in general.
- Right of recourse to the Court by organisations or associations for the consumer's protection.** 11. Subject to the provisions of this Part, lawfully established organisations or associations, having an adequate legitimate interest, under the existing legislation or under their memorandum, in the protection of the consumer's collective interests in general, are entitled to apply to the Court for the issue of a prohibitory or mandatory order referred to in section 9(2).
- Power of the Competent Service to disseminate information.** 12. The Competent Service may take measures for the dissemination of such information and advice, including Court orders, concerning the application of this Law, which it considers necessary for public use and for any party that may be affected by the provisions of this Law.

### PART IV- MISCELLANEOUS PROVISIONS

- Compulsory element of the provisions.** 13. -(1) Contractual terms or agreements concluded with the seller, prior to his information for lack of compliance, which directly or indirectly repeal or restrict the rights resulting from this Law, shall not bind the consumer.
- (2) Subject to the provisions of this section, in case of second-hand goods, the seller and the consumer may agree to such contractual terms or conclude agreements

providing for a smaller period than the one provided for in section 7(1), within which the seller shall be liable, but under no circumstances this period will be smaller than a year.

Choice of applicable law.

14. Notwithstanding the existence of any contractual clause to the effect of making or intending to make the law of another country-except for the Member States of the European Union- applicable for the contract, this Law shall apply if one or both of the following requirements concur:

- (a) according to the court's opinion, the clause results in the application of a law which provides for lower standards of protection than this Law does; or
- (b) at the time of concluding the contract the consumer had his habitual residence in the Cyprus Republic or in a Member State of the European Union and the necessary steps for the conclusion or performance of the contract had been taken by the consumer or others acting on his behalf, in the territory of the Republic of Cyprus or of a State member of the European Union.

Application of the Contract Law and the Sales of Goods Acts. Cap. 149 10(1) of 1994 8(1) of 1995 101(I) of 1999.

15. Unless they contradict to or are incompatible with the express provisions of this Law, the provisions of the Contract Law and Sale of Goods Acts of 1994 until 1999 shall continue to apply to contracts of sale of consumer goods.

Regulations.

16.- (1) Without this being a precondition for the application of this Law, the Council of Ministers is empowered to issue Regulations for the better implementation of this Law and for the regulation of any matter that needs to or may be prescribed under the provisions of this Law.

(2) Regulations issued by virtue of this section shall be deposited to the House of Representatives for approval.

