

## EU Consumer Law Acquis Compendium

### Legislation

Lithuania (LT) Nr. 1 EN



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#### Full name and/or number of the statute (in original language):

Lietuvos Respublikos Vartotoju Teisiu Gynimo Istatymas

#### Translation of the name:

Law on Consumer Protection of the Republic of Lithuania

#### Reference in Official Journal (if appropriate):

Valstybes Zinios 2004 72-2496

#### Date of coming into force:

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#### Subsequent amendments:

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#### Text:

### REPUBLIC OF LITHUANIA

### LAW ON THE AMENDMENT OF THE LAW ON CONSUMER PROTECTION

NOVEMBER 10, 1994 No I-657

(As amended September 19, 2000 No. VIII – 1946)  
Vilnius

#### **ARTICLE 1. New Edition of the Republic of Lithuania Law on Consumer Protection**

To amend the Republic of Lithuania Law On Consumer Protection and render it as follows:



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### REPUBLIC OF LITHUANIA LAW ON CONSUMER PROTECTION

#### CHAPTER I

#### GENERAL PROVISIONS

##### Article 1. The Purpose and Applications of the Law

1. This Law shall establish the rights and regulate the relationship of consumers and sellers, producers and service providers that are not regulated by other laws. Health care services and supply of medicines shall not be regulated by this Law.

2. The contracts on purchase-sales (provision) of water, electric power, fuel and other goods (services) provided by the engineering network, shall be applied the provisions of Chapter IV of this Law.

##### Article 2. Basic Definitions of This Law

1. **Consumer** means a natural person, who expresses the intention to buy, buys and uses goods or services To meet his own personal or household needs.

2. **Seller** means a person who sells the goods on the premises intended for business purposes or outside them.

3. **Service provider** means a person who supplies services to the market.

4. **Producer** means a person who has registered his activity according to the procedure established in the Republic of Lithuania, who:

1) has produced the product or has publicly announced it by marking it with a name, trademark or some other distinguishing mark;

2) acts as a representative of the producer and upon request of the producer supplies the product marked by its name, to the market, or if the producer is not in Lithuania, imports the product;

3) stores and (or) packages the product and identifies himself as manufacturer of this product.

5. **Goods** means any tangible movable property (item), on sale or offered for sale to the consumer.

6. **Service** means the result of any activity, offered to meet the needs of a definite customer.

7. **Guarantee** means an obligation supplied at no extra cost by the seller or manufacturer of the goods to compensate the consumer with the sum paid or to exchange and repair the goods, if they fail to meet the quality indices, stated in the document of guarantee or goods advertisement.

8. **Sales price** means the final price of goods including all taxes.

9. **Standard unit price of goods** means the price, including all taxes, based on the legalised in the Republic of Lithuania, International Unit System (SI) for the unit of goods and the decimals and fractions of the units.

10. **Means of communication** are the means which can be employed in the physical non-participation of the seller, service provider or consumer, to draw up a contract.

11. **Operator of Communication means** is a natural or legal person or an enterprise not having the status of a legal person, who in the course of their business, provide



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one or more communication services, which can be used by the seller or service provider for conclusion with the consumer of purchase-sales or service provision.

12. **Creditor** means a service provider, who in accordance with contracts. the procedure and instances established by the Republic of Lithuania laws, has the right to grant consumer credit or grant credit to consumers.

13. **Total amount of credit** means the total amount including interest and all fees the consumer is committed to pay in return for credit granted and use.

14. **Annual repayment rate** means total amount of credit expressed in terms of an annual percentage rate with respect to credit granting and use.

### Article 3. Consumers' Rights and Protection Thereof

1. Consumers shall have the right to:

1) acquire and use goods or services according at their own discretion;

2) acquire safe goods or services of suitable quality;

3) obtain correct information on the goods or services as well as on the procedure of enforcement or protection of their rights;

4) defence of impaired rights and restitution of loses;

5) get support from state and local institutions and agencies in restitution of impaired rights;

6) enjoy freedom in joining consumer associations;

7) seek education in the sphere of consumption.

2. Consumers shall also enjoy other rights set forth in this Law and other legal acts.

3. When a seller, producer of goods, or service provider, fail to implement the requirements established in this Law, the consumer shall have the right to appeal to state and municipal institutions and agencies and establishments, public consumer rights protection organisations or the court regarding defence of violated rights.

### Article 4. Education of Consumers

State, municipal institutions, agencies, establishments and public; protection of consumer rights organisations stipulated in Chapter IX of this Law, and other institutions and agencies, whose activity is lined with consumer rights' protection shall:

1) draft and implement programmes of consumer education and training;

2) draft and publish special publications on issues of consumer rights implementation and protection and other means of acquainting consumers with their rights.

## CHAPTER II

### INFORMATION OF CONSUMERS

#### Article 5. Provision of Information on Goods and Services

1. Consumers shall have the right to obtain full information on the goods or services they re buying or using.

2. Every seller or service provider must provide complete information to customers.

3. Information on goods and services and sale conditions thereof on the market must be correct, complete and transparent. It must be provided, while the consumer is ac-



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quiring or using the goods or service. This and other laws shall establish responsibility for provision of misleading information.

4. All information concerning goods and services for consumers must be submitted in the state language, with the exception of instances, when the ways of using the goods and services are traditionally known.

5. It shall be mandatory to indicate the sale price of each product or one type of goods and the price of one standard unit of those goods. The sale price of a product and the price of a standard unit may be omitted when:

- 1) they are provided when providing services;
- 2) they are sold at auctions or they happen to be art works and antique items.

6. The standard unit price of goods may be omitted :

- 1) on goods the price whereof does not depend on their weight or content;
- 2) if it coincides with the sale price;

3) goods or groups thereof, whose list shall be approved by an institution authorised by the Government;

7. For goods which are not packaged and whose amount is determined in the consumer's presence, the price must be indicated by the standard unit price only.

8. The sales price of the goods, the standard unit price and the price of the services being rendered must be clearly legible and simple to understand.

9. Should it be impossible to indicate the final price of a certain service, i.e., in which all taxes are included, the service provider must supply additional information, on how the final price of the service is arrived at.

10. In advertising the goods in any fashion, if the sale price is indicated, the standard unit price of the goods must also be indicated, with the exception of the instances indicated in paragraphs 5 and 6 of this Article.

11. If the seller of goods or the provider of service shall fail to implement the requirements established in this Article, the consumer shall have the right to appeal to the State Food and Veterinary Service (hereinafter referred to as Service), State Inspection of Non-Food Products (hereinafter referred to as Inspection) or the court, with regard to defence of violated rights.

12. The Government or its authorised institution shall approve the regulations of labelling and price specification of goods offered for sale.

### CHAPTER III

#### QUALITY AND SAFETY OF GOODS AND SERVICES

##### Article 6. Safety Requirements for Goods

Goods and services must be safe. The Law on Product Safety and other laws shall establish the requirements of goods and services safety as well as compensation of damage arising from the use of unsafe goods or provided services.

##### Article 7. Quality of Goods

1. Goods must be of appropriate quality, i.e., the properties of goods shall not be below the standards specified for this type of goods in the technical regulation (if any) and in the purchase-sales contract.

2. The goods shall be presumed to be in conformity with the provisions of the purchase-sales contract, if:

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1) the goods meet the requirements of standard acts declared by the producer;  
2) the goods are fit for the purposes for which goods of the same type are normally used;

3) the goods meet the quality indicators, which can be expected considering the goods origin and the public statements on quality of goods made by the producer, his representative or the seller.

3. In case the non-food products sold to a consumer appear to be of poor quality, the consumer shall be entitled, at his own choice to demand from the seller the following:

1) to replace poor quality goods by their analogue of proper quality;  
2) to eliminate free of charge, the defects inherent in the goods or cover all of the expenses incurred by the consumer to remedy such defects;

3) to reduce the price of goods;  
4) to terminate the purchase-sale contract and reimbursement of the price paid for such goods, except in instances when the defect inherent the goods is insignificant. An institution authorised by the Government shall set the criteria on the insignificance of inherent defect in goods .

4. Should a guarantee of quality term be not established for the goods, the consumer may voice his demands regarding the defects inherent in the goods, within two years of acquiring the goods.

5. In cases whereby a guarantee of quality term has been established for the goods, demands concerning defects inherent in the defects be determined during the guarantee period.

6. Given that the term of quality guarantee of a product is shorter than two years and the defects inherent in the goods are determined following the expiry of the term of guarantee, however, prior to the passage of two years from the day of the acquisition of the goods, the seller shall be responsible for the defects inherent in the goods, if the consumer proves that the defects arose prior to the acquisition of the goods or due to causes which arose prior to the acquisition of the goods, for which the seller shall be responsible.

7. The consumer must inform the seller about a defect inherent in the goods within two months from the day when he noticed the defect.

8. Should the consumer have purchased a food product of poor quality, he shall of his own choice have the right:

1) to demand that the product be replaced by an analogue of good quality ;  
2) to return the goods to the seller and demand a money refund for the goods.  
9) The consumer may exercise the rights stipulated in paragraph 8 of this Article prior to expiration of the term of the safe storage life with the exception of the case specified in Article 9.

10. Given the seller fails to meet the requirements specified in paragraphs 3 and 8 of this Article, the consumer shall be entitled to apply to the Service or Inspection regarding consumers' rights violations or to court on the defence of the rights established in this Article. In any case the consumer shall have the right to apply to court on the repair of damages incurred as a result of sales of goods failing to meet the requirements established in paragraph one of this Article.

11. The Government or an institution authorised by it, shall approve the regulations governing public dining, retail trade and the return and exchange of goods.

### Article 8. Quality of Services



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1. The service must be of appropriate quality, i. e., the properties of the service must not be below the standards specified in the technical regulations applied to this service ( if any) and in the provision of the service contract.

2. The services shall be presumed to be in conformity with the provision of the service contract, if the service:

- 1) meets the requirements of standard acts declared by the service provider;
- 2) meets the quality indicators, which may be expected given the nature of the services and any public statements on the quality of services made by the service provider.

3. In case the services provided to the consumer prove to be of a poor quality, he shall be entitled, within 6 months from the day of provision of such service, to demand rectification, free of charge, of the service provided or replacement of the service by its analogue of an appropriate quality. Given the poor-quality service provided cannot be replaced by its analogue of an appropriate quality, the consumer shall have the right to demand that the money paid for the service be reimbursed.

4. The consumer of the service shall have the right to the following:

1) while informing the service provider, to change his instructions on the way the service should be provided or other terms of the contract should be followed in the course of the service provided, if such changes are feasible from the technical and technological standpoint ;

2) to terminate the service contract given the service provider has failed to timely follow the contract provisions, or has infringed the contract conditions providing the service;

3) to terminate the service contract any time, by reimbursing the service provider for the work done.

5. If it happens that through the fault of the service provider the item or material delivered to the consumer has been lost or damaged, then with the consent of the consumer, the service provider shall be obliged to make a replacement of the item or material by analogues of equal value, and when there is no consent on the part of the consumer or no opportunity of replacement, to reimburse the value of the item or the material.

6. Given the service provider fails to meet the requirements specified in paragraphs 3, 4 and 5 of this Article, the consumer shall be entitled to apply to the Service or Inspection for protecting impaired consumer rights or to court on defence of the rights stipulated in this Article. In either eventuality, the consumer shall be entitled to appeal to court on repair of damages incurred due to provision of services failing to meet the requirements of paragraph 1 of this Article.

7. The Government or an institution authorised by it shall approve general rules of service provision. State, municipal institutions and agencies and services, must in accordance with their competence approve the regulations of providing various types of services.

#### **Article 9. Sales of Goods Following the Expiration of Safe Shelf Life**

It shall be prohibited to sell goods in the Republic of Lithuania, upon expiration of their safe shelf life. Having purchased the goods, the safe shelf life whereof has expired, the consumer shall be entitled to exercise the rights specified in Article 7 of this Law.

#### **Article 10. Control on Implementation of the Provisions of this Chapter**

The National Consumers' Rights Protection Council under a ministry authorised by the Government (hereinafter-Council), having established according to the documents submitted by the Council or Inspection, that a violation occurred of the consumer rights specified in paragraphs 3 of Article 7 or paragraph 3 of Article 8, shall be entitled to apply to court



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on termination of goods purchase-sales or service provision contract and remuneration to the customer of the amount paid either to the seller or the service provider.

### CHAPTER IV

#### UNFAIR TERMS IN PURCHASE SALES OR SERVICE PROVISION CONTRACTS CONCLUDED WITH CUSTOMERS

##### Article 11. Criteria for Establishment of Unfair Contractual Terms

1. Any term inherent in the purchase-sales or service provision contract concluded between the seller or service provider and consumer (given it has not been individually negotiated) may be regarded as unfair with respect to the consumer provided it is aimed at the following:

1) exclusion or restriction of the legal liability of a seller or service provider in the event of the death of a consumer or personal injury to the latter or damage to his property;

2) exclusion or restriction of legal rights of the consumer vis-a-vis the seller or service provider or another side in the event of total or partial non-performance or inadequate performance by the seller of service of any of its contractual obligations;

3) making an agreement binding to the consumer whereas implementation of such an agreement by the seller or service provider is subject to other conditions and these are implemented solely by the will of the seller or service provider himself;

4) grant the right to the seller or service provider to retain the sums paid by the consumer when the latter decides not to conclude or perform the contract, without providing for the consumer to receive compensation of an equivalent amount from the seller or service provider where the latter is the party cancelling the contract;

5) requiring any consumer, who fails to fulfil his obligation or fulfils it in an inadequate fashion, to pay a disproportionately high sum in compensation;

6) authorising the seller or service provider to terminate a contract on a discretionary basis where the same facility is not granted to the consumer, or permitting the seller and service provider to retain the sums paid by the consumer prior to implementation of the contract where it is the seller or service provider himself who unilaterally terminates the contract;

7) enabling the seller or service provider to terminate a contract of indeterminate duration without reasonable notice made to the consumer;

8) granting the right to the seller or service provider to extend unilaterally a contract of fixed duration or fixing an unreasonably early deadline for the consumer to express his opinion on extension of the contract;

9) irrevocably binding the consumer to terms with which he had no real opportunity of becoming familiar before the conclusion of the contract;

10) enabling the seller or service provider to alter the terms of the contract unilaterally and without a valid reason;

11) enabling the seller or service provider to alter unilaterally and without a valid reason any characteristics of goods supplied or services provided;

12) providing for the price of goods to be determined by the seller at the time of sale or allowing the seller or service provider to increase their price without, in both cases, giving the consumer the corresponding right to cancel the contract if the final price is too high in relation to the price agreed upon when the contract has been concluded. This provision shall not apply to transactions in transferable securities, financial instruments and other products or services where the price is linked to fluctuations in a stock exchange quotation that the



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seller or service provider does not control as well as for contracts for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency;

13) giving the seller or service provider the right to determine unilaterally whether the goods or services supplied are in conformity with the contract, or giving them the exclusive right to interpret any term of the contract;

14) limiting the seller's or service provider's obligation to respect commitments undertaken by their agents or determining that implementation of the commitments shall be subject to certain conditions;

15) obliging the consumer to fulfil all his obligations whereas the seller or service provider fails in part or in whole, to perform his;

16) giving the seller or service provider the possibility of transferring to another person his rights and obligations under the contract, where this may serve to reduce the guarantees for the consumer, without the consent of the latter;

17) excluding or hindering the consumer's right to take legal action by lodging complaint in court or to make use of any other means of defending violated rights.

2. Other contractual terms may be regarded as unfair also, provided that they are contrary to the requirements of good will and cause inequality of mutually enjoyable rights and obligations between the seller, service provider and consumer.

3. A term shall always be regarded as not individually negotiated where the consumer has not been able to influence the substance of term, especially if such terms have been drafted in advance by the seller or service provider in a pre-formulated standard contract. Given certain aspects of the term, in the pre-formulated standard contract have been individually negotiated, the provisions of this Chapter shall apply to other terms of such a contract. The burden of proof that a certain contractual term has been negotiated individually shall be imposed on the seller or service provider.

4. The unfairness of a contractual term shall be assessed taking into account the nature of the goods or services for which the contract has been concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract or of another contract on which it is dependent.

5. The seller or service provider shall ensure that the contractual term, drawn up in writing, be drafted in plain, intelligible language. Where there is any doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.

6. Assessment of the unfair nature of the terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price nor remuneration (i.e. the provisions of paragraphs 1 and 2 shall not apply) in so far as these terms are described in a plain and intelligible language.

### **Article 12. Nullity of Unfair Terms and Consumer Protection**

1. Once the contractual term (s) is acknowledged as unfair during legal proceedings, it is null and void from the day of signing the contract, whereas the remaining terms shall still be binding upon the parties given further implementation of the contract is feasible upon elimination of the unfair term(s).

2. The consumer whose interests have been infringed upon because of application of unfair contractual terms, shall be entitled to:

1) apply to the Council regarding defence of impaired rights;

2) apply to court on invalidation or alteration of the unfair terms as well as remuneration of losses suffered.





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### **Article 13. Control over Application of Unfair Contractual Terms**

The Council shall, upon identification that certain contractual term(s) violates certain provisions of Article 11, must offer to the seller or service provider to alter, abolish or use no longer of such term(s) in their relations with the consumer. Given within the period of two weeks following the submission of the Council's proposal, neither the seller nor the service provider takes account thereof, the Council shall have the right to apply to court and claim such term(s) be either void or subject to amendment.

### **CHAPTER V**

### **SALE OF GOODS OR PROVISION OF SERVICES AWAY FROM BUSINESS PREMISES**

#### **Article 14. Sale of Goods and Service Provision Contract Away from Business Premises**

1. Purchase-sales or service provision contract concluded away from business premises shall be treated as the contract that has been signed between the seller or the service provider and the consumer, during an excursion organised either by the seller or the service provider away from his business premises or during a visit either by the seller or the service provider to the consumer's home, place of work or education or another place.

2. Either the Government of the Republic of Lithuania or the institution duly authorised thereby shall establish the rules governing purchase sales or service provision - procedure away from business premises.

3. The provisions of paragraph 1 under this Article shall not apply to contracts:

1) on purchase-sales or service provision or delivery of other goods intended for current consumption.;

2) on purchase-sales or service provision when the seller or service provider arrives upon clearly expressed request apart from instances where the consumer is provided goods and services, other than requested;

3) on provision of insurance services;

4) on trading with securities;

5) on purchase-sales or service provision wherein the payment to be made by the consumer may not exceed 200 litas;

6) when the notary form agreement was concluded.

4. The seller or service provider while selling goods or providing services away from business premises, must provide the consumer with a document specifying the following data:

1) date of submission of the document to the consumer;

2) denomination of goods or services;

3) price of goods or services, including all taxes;

4) identity and address of seller or service provider;

5) identity (name, surname) of the person, in whose name the consumer, having rescinded the contract, may address his refusal;

6) the right of consumer to terminate the contract according to the provisions specified in Article 15.

5. Obligation to prove that the document specified in paragraph 4 of this Article has been submitted to the consumer, shall fall to the seller or service provider.



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### **Article 15. Right of the Consumer to Terminate the Purchase-Sales or Service Contract Concluded Away from Business Premises**

1. The consumer shall have the right to terminate the goods sales-purchase or service provision contract, concluded away from business premises, by sending a written notice within 7 business days following the receipt by the consumer of the notice referred to in paragraph 4 of Article 14 of this Law. This right of the consumer can not be restricted by any auxiliary obligations or payments or restricted in any other way or destroyed. In case of failure to submit to consumer the document specified in paragraph 4 of Article 14 of this Law, the consumer shall have the right to terminate the contract within 3 months following the date of signing the contract.

2. In the event of purchase of goods the consumer may exercise his right specified, in paragraph 1 of this Article, if the goods have not been damaged or their appearance has not been subject to major changes. The changes in the appearance of goods that have been due to examination of the goods received shall not be treated as major changes in the appearance of goods.

3. The consumer shall not be able to exercise his right to terminate the contract as provided in paragraph 1 of this Article, in cases where the contract has been concluded on provision of services that, upon the consent of the consumer have been initiated with the term, as specified in paragraph of this Article, not expired yet.

4. Upon receipt of the notice on termination of the contract, as specified in paragraph 1 of this Article, the seller shall be obliged to take back the goods and reimburse the payments made by the consumer for goods acquired, while the provider of services must reimburse the payments made by the consumer for service provided.

5. In case of disputes arising because of the changes in the appearance of goods or damage incurred thereto, the seller shall be obliged to apply to the Council or Inspection to submit the goods to an expert analysis in the presence of the consumer. The costs of the analysis shall be borne by the party at fault.

### **Article 16. Protection of the Consumer Rights Specified in this Chapter**

1. In case of non-performance on the part of the seller or service provider, the consumer shall be entitled to:

- 1) apply to the Council for Consumer Rights Protection;
- 2) apply to court on termination of the contract, remuneration of payment made and compensation of losses suffered;

2. The Council shall, on having identified the non-performance on the part of the seller or service provider as regards the provisions of paragraph 4 under Article 15, be entitled to lodge a claim to the court on termination of purchase-sales or service-provision contract and reimbursement of payments made by the consumer.

## **CHAPTER VI**

### **SALES OF GOODS OR PROVISION OF SERVICES BASED ON DISTANCE CONTRACTS**

#### **Article 17. Purchase -Sales or Service Provision Contracts Concluded by Using Distance Communication Means**

1. Purchase -sales or service provision contracts concluded by using distance

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communication means shall be treated as distance contracts between the seller or service provider and the consumer on selling (delivery) of goods or provision of services, that are concluded (including signing thereof) by using exclusively (one or more) distance communication means.

2. Either the Government of the Republic of Lithuania or the duly authorised institution thereby, shall approve the rules governing sales and service provision procedure based on the contract concluded by using exclusively distance communication means.

3. The provisions of this Article shall not apply to contracts which shall be concluded:

- 1) for provision of financial services;
- 2) for auctions;
- 3) for purchase-sales and (or) delivery of food products and other goods intended for everyday consumption;
- 4) for provision of accommodation, transport, catering or leisure services where the service provider undertakes to provide these services on a specific date or within a specific date or within a specific period;
- 5) for using automatic vending machines;
- 6) for contracts concluded via telecommunications operator.

4. The seller or service provider must, prior to concluding the contract with the consumer, submit by using distance communication means, suitable information for the consumer, which is to indicate:

- 1) information about the seller or service provider;
- 2) main characteristics of the goods or services;
- 4) cost of the goods) sales price;
- 5) procedure of payment, delivery or performance;
- 6) the procedure on exercising by the consumer the right of withdrawal pursuant to provisions of Article 18;
- 7) the cost of using the distance communication means, where it is calculated other than at the basic rate;
- 8) period for which the offer or the price remain valid;
- 9) minimum duration of the contract when it is concluded for permanent supply of goods or provision of services.

5. The commercial nature of information specified in paragraph 4 of this article, must be indicated clearly and understandably and must conform the communication means being used. Should the telephone be used to communicate, the seller or service provider must clearly state the commercial goal of the conversation.

6. Prior to performance of the contract, or in case of delivery of goods, at the latest at the time of delivery (where goods are delivered by a person other than the third party authorised by the seller) the consumer must receive information in writing regarding the following (unless such information has already been given to the consumer in writing prior to concluding the contract) concerning:

- 1) goods being offered the goods or service offered (denomination, major characteristics);
- 2) seller or service provider; (by specifying where and to whom the consumer may address a complaint if any);
- 3) the procedure on exercising the right of withdrawal granted to the consumer pursuant to the provisions of Article 18;
- 4) the procedure of payment, delivery and performance, the services that may be provided in relation to maintenance of goods and any guarantees as provided by the seller, if any;



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5) contract termination terms provided the contract is of indefinite duration or its validity term is in excess of one year.

7. The burden of proof that the information in writing, as specified in paragraph 6 of this Article, has been submitted to the consumer, shall be imposed on the seller or service provider.

8. The seller shall be committed to deliver the goods within 30 calendar days following the date of signing the contract, unless otherwise specified in the contract.

#### **Article 18. Consumer's Right of Withdrawal of the Goods Purchase-Sales or Service Provision Distance Contract**

1. The consumer shall exercise his or her right of withdrawal the purchase-sales or service provision distance contract, by notifying the seller or service provider about it within 7 business days following the date of delivery of goods (when goods are purchased) or contract conclusion date (when services are provided). Should the information contained in paragraph 6 of Article 17, be not provided for the consumer in writing, the consumer shall exercise his right in terminating the contract within three months following the day of its conclusion.

2. The right of the consumer to withdraw from the contract, as specified in paragraph 1 of this Article, shall not be restricted to any auxiliary commitments or payments or be limited in any other way or abolished, except in instances specified in this Article.

3. The consumer may not exercise the right of withdrawal provided for in paragraph 1 of this Article in respect of contracts:

1) for the supply of audio and video productions and recordings and in any video and sound and computer software programmes which have not been unsealed by the consumer;

2) for the supply of newspapers, journals or other periodical publications;

3) for participation in gaming or lotteries.

4. In the event of purchase of goods the consumer may exercise his right specified in paragraph 1 of this Article, given no damage has been incurred to the said goods or their appearance has not been subject to major changes. The change in the appearance of goods or the package thereof have been due to examination of the goods received shall not be treated as major changes in the appearance of goods.

5. Provided the right of withdrawal has been exercised by the consumer in cases where the purchase of goods or services is fully or partly covered by credit following the consumer credit agreement concluded between the seller or service provider and consumer or seller or service provider and a third party, such a consumer credit agreement shall be cancelled without any additional commitments on the side of the consumer.

6. Upon receipt of the notice on termination of the contract, as the seller specified in paragraph 1 of this Article, the seller shall be obliged to take back the goods within a period of 15 calendar days, and the service provider, to reimburse the payments made for the service provided.

7. In case of disputes arising because of changes in the appearance of goods or damage incurred thereto, the seller must apply to the Service or Inspection and, in the presence of the consumer, submit the goods for analysis. The costs of the analysis shall be borne by the party at fault.



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#### **Article 19. Supply of Goods or Provision of Services Without Consent of the Consumer**

1. It shall be prohibited to deliver goods or provide services without the consent of the consumer, given a payment should be made for it.

2. In the event of delivery of goods without consent of the consumer, the latter may dispose of them at his own discretion free of charge.

#### **Article 20. Protection of Consumer Rights Specified in this Chapter**

1. In case of non-performance on the side of the seller or service provider, the consumer shall be entitled to:

1) apply to the Council on restitution of impaired rights;

2) apply to court on termination of the contract and remuneration of payments made and compensation of losses suffered.

2. The Council, having established that the seller or service provider does not implement the requirements of paragraph 6 of Article 18 of this Law, shall have the right to lodge a complaint with the court on termination of purchase-sales or service-provision contract and reimbursement of payments made by the consumer.

### **CHAPTER VII**

#### **ACQUISITION OF THE RIGHT TO MAKE USE, AT A CERTAIN TIME, OF RESIDENTIAL SPACE**

#### **Article 21. Contract on Acquisition of the Right to Make Use, at a Certain Time, of Residential Space**

1. The contract on acquisition of the right to make use, at a certain time, of a residential space shall be treated as an agreement concluded for a term of at least three years based on which the consumer, irrespective of the type of the contract made, shall acquire the right to make use of a residential space for a certain period of time, at least one week per annum.

2. Prior to making the contract with the consumer on acquisition of the right to make use, at a certain time, of a residential space, the seller shall be obliged to submit to the consumer the description of the residential space containing the information on the other persons entitled to make use of such a space, the owners of such residential spaces, the rights of the consumer, the rent to be paid for the usage of a residential space and other additional charges. The list of minimum items in terms of data that should be contained both in the description of a residential space and in the contract shall be established either by the Government of the Republic of Lithuania or the institution duly authorised thereby. The description of the residential space to be provided shall be treated an integral part of the contract.

3. The description of the residential space and the contract must be executed shall be executed in the national language. Given a residential area, the subject matter of the contract, is in another country, the seller shall be obliged to provide to the consumer the translation of the contract into one of the languages officially used in that country.



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4. Any advertisement offering acquisition of the right, at a certain time, to make use of a residential space shall contain the information as to where and how the consumer may get the description of the residential space.

#### **Article 22. Consumer's Right of Withdrawal from a Contract on Acquisition of the Right to Make Use, at a Certain Time, of a Residential Space**

1. The consumer shall be entitled to withdraw from the contract on acquisition of the right to make use at a certain time of a residential space, on having notified the seller about it, within 10 calendar days following the date of signing the contract.

2. Given during the day of execution of the contract the consumer is not provided with the description of the residential area or the description fails to contain all the mandatory data, the consumer shall have the right to withdraw from the contract within 4 months. If it happens so that within such 4 months the description of the residential space containing all mandatory data is submitted to the consumer, the period specified in paragraph 1 of this Article shall start to be counted following the day of submission of the description of the residential space.

3. In case the consumer already has made use of the right specified in this Article to withdraw from the contract at a time when the acquisition of the right to make use, at a certain time, of a residential space has been remunerated, in part or in total, by the credit agreement concluded for this purpose either between the seller and the consumer or between the seller and the third party, such credit agreement shall be terminated as well.

4. The right of the consumer to withdraw from the contract, as specified in paragraphs 1, 2 and 3 of this Article, shall not be restricted to any auxiliary commitments or payments or be limited in any other way or be abolished.

5. The seller shall not be entitled to demand from the consumer any advance payment prior to expiration of the period granting the latter the right to withdraw from the contract. Given such an advance payment has been already made, the seller, on having obtained the consumer the notification on the withdrawal, as specified hereunder, shall be obliged, within 10 days, to reimburse the payment made by the consumer.

#### **Article 23. Protection of Consumer Rights Specified in this Chapter**

1. In case of non-performance on the side of the seller, the consumer shall be entitled to:

- 1) apply to the Council on restitution of impaired rights;
- 2) apply to the court on termination of the contract, remuneration of payments made and compensation of losses suffered.

2. The Council, on having identified the non-performance on the side of the seller as regards the provisions of paragraph 5 of Article 22 of this Law, be entitled to lodge a claim to the court on termination of the contract on acquisition of the right to make use, at certain time, of a residential space and reimbursement of payments made by the consumer.

### **CHAPTER VIII**

#### **CONSUMER CREDIT**

##### **Article 24. Consumer Credit Agreement**



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1. Consumer credit agreement shall be treated as the concluded between the creditor and the consumer based on which the creditor shall grant credit or undertake the commitment to give credit to the consumer in terms of:

- 1) deferred payment as well as payment by instalments (payment in part);
- 2) payments including the deposit or bank account payments.

2. The contract on leasing (leasing with an option to purchase) or any other similar contract shall also be treated as a consumer credit agreement wherein a similar contract shall be also treated as a consumer credit agreement wherein the proprietary rights of the goods, being the subject of the agreement, are transferred to the consumer once the price for goods, interest and other fees (if any) are paid within the period specified in the said agreement.

3. The provisions of the this Chapter shall not apply in cases, where based on the credit agreement,

- 1) the credit is granted on mortgage;
- 2) the consumer fails to pay interest or any other fees in connection with granting or use of credit;
- 3) the consumer has committed himself to repay the credit within the period of at least 3 months or given the amount credited is under 1,000 litas;
- 4) in return for the services provided on a permanent basis, the consumer repays in instalments in the course of services provided.

4. The consumer credit agreement shall be executed in writing. One copy of the agreement shall be submitted to the consumer. The burden of proof that the agreement has been submitted to the consumer shall be imposed on the creditor.

5. The following information must be included in the consumer credit agreement :

- 1) the amount of the limit of credit (if any);
- 2) annual repayment rate, interest rate, fees and other consumer expenses related to granting and utilisation of the credit;
- 3) repayment term or the amount of each contribution and repayment terms in case of repayment in equal instalments;
- 4) the price of goods (services) on case of granting a credit to acquire goods or services and the total price of the credit;
- 5) the right of the consumer to prepayment (repayment mad earlier than scheduled) based on the provisions of Article 25;

6) annual repayment rate variation terms and procedure, given such a provision has been made in the agreement, provided no amendments are allowed to be made based on unilateral decision of the creditor.

6. At the drawing up of the consumer credit agreement, the consumer shall be informed in writing, about:

- 1) limitations of extended credit (if any);
- 2) norm and payments of annual interest, applied from formation of the contract, and conditions, by which it may be changed;
- 3) possible ways of termination of relations according to the agreement and procedure of terminating the contract.

7. The Government and the Bank of Lithuania shall determine the general procedure of calculation of the annual rate of credit cost.

8. In any case, when offering to the consumer the opportunity to conclude a consumer credit agreement (including Advertising means) measures shall be taken to specify the annual repayment rate. An offer in writing shall be accompanied by the annual repayment rate calculation example.



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9. Given a consumer credit agreement fails to contain the information specified in paragraph 5 of this Article or the information proves to be misleading, the consumer shall be entitled to withdraw from the agreement. In this case the consumer shall be obliged to make a repayment of a principal, whereas no payment of interest and any other fees specified in the agreement shall be binding upon him.

### **Article 25. The Right of Prepayment of Consumer Credit**

The consumer shall have the right of prepayment of consumer credit before the terms scheduled. In this case he shall pay the interest calculated prior to the date of repayment of credit and the fees in connection with credit extension and use.

### **Article 26. Termination of Agreement by Creditor's Demand**

The creditor shall be entitled to terminate the agreement given the following conditions are met:

- 1) the payment is deferred for more than month and its amount makes at least 10% of the total credit value;
- 2) the payment filed to be made within two weeks following the date of submission of an additional notification to the consumer.

### **Article 27. Prohibition to Accept Drafts, Cheques and Promissory Notes**

1. A creditor shall not be allowed to accept payments made by the consumer in accordance with a credit agreement, in terms of drafts, cheques and promissory notes.

2) Given the creditor has already accepted the payments in terms of the instruments specified in paragraph one of this Article, the latter shall be obliged to cover all the losses suffered by the consumer in relation to further use of such instruments.

### **Article 28. Earmarked Crediting**

1. Given the creditor and the consumer conclude an agreement on financing the acquisition of certain goods or services, whereby there already exists the agreement signed by the creditor and the service provider on financing of sales of such goods or provision of such services, then in case of partial or total non-performance on the side of the seller or service provider, the consumer shall be entitled to the following:

- 1) to refrain from execution of the credit agreement;
- 2) to demand from the creditor the reimbursement of the contributions already made.

2. The consumer may exercise the rights specified in paragraph 1 of this Article only when the application has been made by him to the seller or service provider and subsequently, within reasonable time no performance of any provisions in the purchase-sales or service provision contract has been detected.

3. The consumer whose agreement-specified rights have been infringed upon, may apply to the Council or court.

## **CHAPTER IX**

### **CONSUMER PROTECTION INSTITUTIONS AND LIABILITY FOR INFRINGEMENT THIS LAW**





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### **Article 29. Consumer Protection State Agencies**

1. The Council along with the Service and Inspection shall control enforcement of this law.

2. The Council is a State institution under a Government-authorized ministry. The Government shall establish it and approve its bylaws. This and other laws and the work time limit approved by the Council shall establish the Council's work procedure and regulations of the process of its investigated issues .

3. The Council shall be a legal person, having bank accounts and a seal with the Lithuanian State Coat of Arms and a name.

4. The Council shall be a budgetary institution, funded from the State Budget.

5. The Council shall be comprised of a Chairman and four Members. In the absence of the Council chairman, he shall be represented by his appointed Council member. The Council Chairman and members shall be accepted into public service according to the procedure established by the Law on Public Service. ???

6. Citizens of Lithuania of faultless reputation and having a university education may become Council chairman and members. Priority shall be accorded to individuals having experience in the field of consumer protection and product safety.

7. The Council, in resolving the issues assigned to its competence, shall adopt decisions. Decisions shall be adopted by a majority vote with at least four members, including the Council chairman, participating. Should the votes be evenly divided, the Council chairman shall have the deciding vote. The decisions of the Council may be appealed according to the procedure established by laws.

8. A consumer protection organisation shall be established under the Council as a consulting institution. The Council shall form it and approve its composition. The members of the Commission shall include the representatives of the Ministry of Health, Ministry of the Economy, Ministry of Agriculture and other interested state, municipal agency and public organisations. The Council shall approve the bylaws of the Commission. The council Chairman shall be in charge of the Commission.

### **Article 30. Functions and Rights of the Council**

The Council shall:

1) carry out analysis of consumer out-of-court appeals, i.e., examine the documents submitted by the Service and Inspection, regarding any infringement of consumer rights; and adopt decisions on protection of consumer rights;

2) undertake control over practice of unfair terms specified in the contracts with consumers;

3) analyse consumer complaints lodged with respect to application in the contracts with consumers of unfair terms as well as to infringements of consumer rights outlined in Chapters V, VI, VII, VIII of this Law.

4) implement the state policy on consumer protection;

5) co-ordinate and implement protection of consumer rights, oversee the market of consumer goods and services and advertisement intended for consumers;

6) ensure exchange of information with European Union and Member States;

7) represent the Republic of Lithuania in international organisations in the sphere of consumer protection;

8) adopt legal acts within its competence;



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9) organise consumer, seller, producer and service provider education in the consumer protection sphere;

10) perform the functions and powers specified by this and other laws and legal acts;

11) implement expert analysis of law and other legal act drafts, and provide conclusions to the Government, regarding whether these acts conform to the state policy in the consumer protection sphere;

12) apply within its competence, to offenders of this Law, the measures of persuasion specified by laws.

2. The Council shall have the right:

1) obtain from state and local government institutions and agencies, producers, importers, sellers and service providers the information and documents that are required for the analysis of the infringements of this Law;

2) make investigations, appeal to court, in cases outlined in this Law, on restitution of consumer rights that have been impaired.

### **Article 31. Public Consumer Organisations**

Consumer public organisations in the Republic of Lithuania shall have the right to:

1) obtain information from the appropriate state and municipal government institutions and agencies, producers, importers, sellers and service providers on the quality of products, goods for sale and services provided and other data that may be deemed necessary for the protection of consumer rights and interests, with the exception of state, service and commercial secrets;

2) analyse the opinion of the consumers on the assortment, quality and trade of goods and services and organising of service provision activities;

3) check in their certified test laboratories the quality of goods and services provided in conformity with the established procedure as well as to submit the samples to competent Lithuanian Republic and foreign organisations for subsequent analysis and tests;

4) make available to the public the information on the outcome of the opinion analysis as well as the results of the tests made, publish publication intended for consumers and engage in activity in consumer education;

5) offer to state and municipal government institutions and agencies the recommendation on prohibition to produce, sell (supply) the goods and services that may endanger the health of consumers, to advisers, producers, importers, sellers and service providers on improvement of the quality of goods and services provided;

6) protect consumers rights and their economic and social interests in state and local government institutions and agencies;

7) lodge actions in court on request by consumer or on own initiative.

2. State and municipal institutions and agencies shall support consumer public organisations. The State shall provide financial support to those organisations.

### **Article 32. Liability of Sellers and Service Providers**

1. The seller and the service provider shall be held liable for damage incurred by the consumer, according to the procedure established by law.

2. Persons who have infringed upon regulations or other legal acts adopted in accordance with this Law, shall be held liable in accordance with the procedure established by law.”



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### **Article 2. Entry into Force of the Law**

1. The Law on the Amendment of the Law on Consumer Protection, with the exception of Articles 29 and 30 of the Law on Consumer Protection, shall enter into force from January 1, 2001.

2. Up to January 1, 2004, a term of six-months shall apply in place of the two-year term indicated in paragraphs 4 and 6 of Article 7.

### **Article 3. Legal Acts that Have Been Declared Void**

Upon coming into force of this Law the following shall be declared void:

1) Republic of Lithuania Law on Consumer Protection;

2) Decision of Republic of Lithuania Seimas on “The Implementation of Republic of Lithuania Law on Consumer Protection.”

### **Article 4. Implementation of the Law**

By January 1, 2001, the Government or its authorised institutions, the Bank of Lithuania, shall adopt the legal acts required to implement the Law on Consumer Protection.

PRESIDENT OF THE REPUBLIC

VALDAS ADAMKUS