

## EU Consumer Law Acquis Compendium

### Legislation

Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



---

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

Zakon o varstvu potrošnikov (ZVPot )

**Translation of the name:**

Consumer Protection Act

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

UL RS (Uradni list RS) 20/1998 (25/1998 – popr.)

**Date of coming into force:**

28.03.1998

**Subsequent amendments:**

UL RS (Uradni list RS) 23/1999, 110/2002, 51/2004

---

**Text:**

THE CONSUMER PROTECTION ACT

Official Consolidated Text

(ZVPot-UPB1)

#### I. GENERAL PROVISIONS

##### Article 1

This Act shall regulate consumers' rights in respect to the supply, sale and other forms of the marketing of goods and services on the part of enterprises and shall define the obligations of state bodies and other entities in order to guarantee these rights.

According to this Act, a consumer is any natural person which acquires or uses goods or services for purposes other than for professional or profit-making purposes.



*Click on the blue text parts in order to retrieve information on the EC law background*



---

According to this Act, an enterprise is any legal or natural person engaging in a profit-making activity on the market, irrespective of that person's legal organisational form or ownership status.

The obligations imposed by this Act on an enterprise shall also be binding for institutes and other organisations, or for natural persons which provide consumers with goods and services.

A producer is, according to this Act, an enterprise that manufactures final products or component parts or obtains raw materials; it may also be a person who through the means of a registered company, trademark or some other distinguishing mark on the product is represented as the producer. A producer may also be deemed the importer of a product, a producer's representative in the Republic of Slovenia or any other entity that symbolises a producer by marking products with its name, trademark or any other distinguishing mark.

The importer of a product shall be anyone who imports a product to the territory of the European Community member states.

According to this Act, information society services shall be those economic activities which are carried out over the world-wide web or over the Internet and include the sale of services by means of contracts concluded over the world-wide web or the Internet, as well as free services such as the transfer of information and commercial advertisements, unless otherwise regulated by this Act or any other law.

According to this Act, the provider of information society services shall be any enterprise that offers those services stated in the preceding paragraph.

The rights pertaining to the consumer, according to this Act, shall not infringe on his/her rights which he/she has under general regulations on obligational relations.

The rights pertaining to the consumer, according to this Act, shall not be limited or excluded.



*Click on the blue text parts in order to retrieve information on the EC law background*



The Government of the Republic of Slovenia shall change the amounts in tolar as stipulated in this Act if there should be any major changes in the value of the tolar in comparison to the Euro, according to the middle exchange rate of the Bank of Slovenia.

#### Article 2

An enterprise shall be obliged to conduct business with consumers in the Slovene language and to use its full registered company name and address in all written communications.

An enterprise may also use an abridged company name in written communications which are not directed to a particular individual consumer if that abridged registered company name is documented in the register, along with its place of business or its web-site address, providing that unambiguous identification of the enterprise is evident through this name.

In addition to the data from the preceding two paragraphs, the provider of information society services shall also be obliged to provide simple, direct and constant access to:

its data, including its e-mail address,

data regarding the entry in the register or other public evidence with indication of register, or evidence and the number of the entry,

the name of the competent state body, chamber or other supervisory organisations, if special permission is necessary for its activities,

the name of the chamber or association of professionals, its own professional title and the country in which it was granted, as well as references to the valid professional regulations of this country and ways of access to them if this concerns the occupation or activity for which special conditions or mandatory association in chambers or similar associations have been prescribed,

data regarding the liability of the payment of value added tax and other related prescribed data.

#### Article 3

Enterprises and other organisations, which provide public services and goods for consumers, shall be obliged to ensure that those services are carried out regularly while observing quality standards, and shall take care to achieve suitable development and improvements in the quality of the services.



*Click on the blue text parts in order to retrieve information on the EC law background*



If the consumer is late in fulfilling his/her obligations in relation to contracts assuring public services and goods, the creditor shall, with a written admonition, summon the consumer to fulfil his/her obligations and shall allow an additional period, which may not be less than fifteen days, unless a longer period shall be determined by another law. The creditor must not stop assuring public services or goods before the expiration of the additional period, intended for the fulfilment of the obligations.

## II. PRODUCT LIABILITY

### Article 4

In line with the general rules on liability for damage and the rule on the liability of the producer of defective goods, the producer shall be obligated to make recompense for damage caused when a defect in the product causes death, bodily injury, damage to the health of a person, or if damage to another object was caused due to the defect on the product.

The producer shall be obligated to make recompense for damage caused to other objects if the damage exceeds 10,000 tolar and only if the damaged object is normally intended for personal use and the injured party had used it chiefly for personal use.

If the producer or importer of a product cannot be determined, then every supplier of the product shall be considered its producer, unless the supplier informs the damaged party within a reasonable period of time of the identity of the producer or the importer or of the person the supplier obtained the product from.

### Article 5

Within the meaning of this chapter, a product shall be considered to be any movable object even if that object is only a part of another movable object or if it is connected to an immovable object, including electricity.

### Article 6

A product shall be considered defective when it is not as safe as the consumer justifiably expects it to be. In determining what sort of safety the consumer is entitled to expect, the following shall be particularly taken into consideration:



*Click on the blue text parts in order to retrieve information on the EC law background*



1. the presentation of the product with regard to its intended use,
2. the predicted use of the product in a reasonable manner, and
3. the time when the product was placed on the market.

A product shall not be considered defective solely if a product of better quality subsequently appears on the market.

#### Article 7

The injured party shall be obliged to prove the defect or damage.

#### Article 8

A product is placed on the market the moment the producer makes it available for use or dispatches it, irrespective of its legal title.

#### Article 9

The producer shall be liable for damage caused by a defective product if the damage occurs ten years from the day the product was placed on the market.

#### Article 10

The producer shall not be liable for damage if it proves that:

it did not place the product on the market;

the circumstances indicate that the defect which caused the damage did not exist when the product was placed on the market;

the defect is a result of the compulsory regulations with which the product must comply;

it only manufactured a component part of the product or obtained only the basic or additional raw material or additive, and that the defect occurred due to the construction or making of the product of which the component was a built-in part or for which the basic or additional raw material or the additive was used, or that the defect occurred due to the instructions provided by the producer of this product;



*Click on the blue text parts in order to retrieve information on the EC law background*



due to the level of scientific and technical knowledge in the world during the time the product was placed on the market, it was not possible to detect the defect in the product (i.e. by established methods and analyses);

it did not manufacture the product for the purpose of sale or any other form of distribution for economic purposes and did not manufacture or place the product for sale within the scope of its registered activities.

#### Article 11

The liability for damage referred to in this chapter may not be limited or excluded by a contract.

#### Article 11a

The rights from this chapter shall also belong to individuals who are not consumers, according to this Act

### III. ADVERTISING OF GOODS AND SERVICES

#### Article 12

The advertising of goods and services may not contradict the law, nor may they be indecent or misleading.

Advertisement messages shall be in the Slovene language unless stipulated otherwise in another regulation.

#### Article 12a

The indecent advertisement of goods and services shall be any advertisement that contains elements which are offensive or might be offensive to consumers, readers, listeners or viewers, or elements which offend moral standards.

#### Article 12b

Misleading advertising, according to this Act, means every advertisement, which by any



*Click on the blue text parts in order to retrieve information on the EC law background*



means, including the presentation of a product or service, misleads or might mislead the consumer, for whom the advertisement is intended, or could reach or which, due to its misleading nature, would likely affect the economic behaviour of consumers or which, for the same reasons, causes or may cause damage to competitors.

Misleading advertising is particularly, advertising which exploits or might exploit the consumer's inexperience or lack of knowledge for profit-making intentions, or which contains vagueness, excessive exaggerations or other similar elements which mislead or which could be misleading to the consumer.

#### Article 12c

Comparative advertising, according to this Act, means every advertisement, which by any means, expressly or through indication, establishes the identity of the competitors or of the goods or services that the competitor offers.

Comparative advertising shall be allowed, if:

it is not misleading;

it compares real data regarding goods and services, which satisfy the same needs or have the same meaning;

it objectively compares one or more objective, purpose-related or representative features of the goods, which may include price;

it does not create confusion between the advertiser and competitor on the market, or among the trademarks or service marks, trade names or other distinguishing marks of the goods or services of advertisers and competitors;

it does not discredit or denigrate other trademarks or service marks, trade names, other distinguishing marks, services, activities or circumstances of a competitor;

for products with designation of origin, it relates in each case to the products with the same designation of origin;

it does not take unfair advantage of the reputation of a trademark or service mark, trade name or other distinguishing marks of a competitor, or of the origin of competing products;

it does not present goods or services as imitations or replicas of those bearing a protected trademark, service mark or trade name .



*Click on the blue text parts in order to retrieve information on the EC law background*



Any comparison, which relates to a special offer, shall indicate in a clear and unequivocal way the date until which the offer shall remain valid. If the offer has yet to be introduced, then the opening date of the period in which a special price or other conditions become valid, must also be stated. The comparison must state that the special offer is valid only for a limited amount of goods and services.

#### Article 12č

The provisions of this chapter shall also be applied to forms of advertising, which are not intended for consumers.

#### Article 12d

With regard to the circumstances of a particular case, and by taking into consideration the justified interests of the advertiser, consumer and other parties to the action, the court or body overseeing the proceeding in relation to the advertisement, may demand proof from the advertiser of the truthfulness of the advertisement's claims in which alleged facts are indicated; and in comparative advertising the advertiser shall submit proof within a period which shall not exceed eight days.

If the advertiser fails to submit the proof referred to in the preceding paragraph or if incomplete proof is submitted, it shall be deemed that the claims in which the alleged facts are indicated are not accurate.

#### Article 13

At the request of a state body, a consumer organisation, a consumer or on its own initiative, the relevant advertising chamber shall provide an opinion as to whether a certain advertisement is indecent or misleading.

#### Article 14

Legal and natural persons, either national or foreign, engaged in advertising activities in the territory of the Republic of Slovenia may join the Slovene Advertising Chamber.

The Chamber shall be a legal person. Its organisation and operations shall be determined through the applicable statute.



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 15

Advertising may not include elements which cause or which might cause physical, mental or other harm to children, or elements which exploit or which might exploit, their trusting nature or inexperience.

#### Article 15a

All advertisement messages, which are a part of or represent an information society service, shall, in addition to the data from Article 2 of this Act, guarantee that it is clearly recognisable as an advertisement message and clear as to which enterprise ordered the advertisement, unless otherwise provided in the same or wider extent by another regulation.

If an advertisement message includes special offers (discounts, prizes, gifts and similar items), these shall be clearly recognisable, and the conditions for receiving them shall be accessible, clear and therefore unambiguously stated. The same shall apply to legal prize winning competitions or games of chance.

#### IV. WARRANTY FOR FAULTLESS WORKING OF PRODUCTS

#### Article 15b

A product, which has been issued a warranty for its faultless working, is a product whose faultless working is ensured through its maintenance or replacement of parts. This also applies for products which are bought separately and used as a component part of another product.

The minister, in charge of the economy, shall pass a regulation which shall define products from the first paragraph of this article, and more specifically regulate the warranty's obligations for individual types of goods, particularly:

the shortest warranty period;

the period of time after the warranty's expiration date, in which the producer is still liable to ensure maintenance, replacement parts or attachment devices.

#### Article 16



*Click on the blue text parts in order to retrieve information on the EC law background*



Upon the conclusion of a contract of sale, the producer or seller of goods from the preceding Article shall issue a warranty certificate, technical instructions and a list of authorised service agents. The producer or seller shall be obliged to ensure an authorised service, unless it is able to provide such service alone.

The authorised service agent shall have a valid authorisation from the manufacturer to carry out repairs on the products and a signed contract for the supply of original replacement parts.

The documents referred to in the first paragraph shall be entirely in the Slovene language and shall be easily understandable.

The producer shall be obligated to provide, free of charge, for the repair and maintenance of a product during the warranty period or its extension, and after that period for a charge, by providing this service itself or through an authorised service agent;

Upon expiration of the warranty period, the producer shall continue to be obliged to provide the consumer with maintenance, replacement parts and attachment devices.

The consumer may also enforce the rights from the warranty on the seller.

In the case of used products, as referred to in Article 15b, the seller, registered for the sale of used products, shall upon the conclusion of a contract of sale, issue to the consumer a warranty certificate, technical instructions and a list of authorised service agents. In the event that there is no authorised service available in the Republic of Slovenia for such a product, the seller shall be obliged to ensure an authorised service, unless it is able to provide such service alone.

The seller of a residential or business property shall provide the buyer with a warranty certificate for all the built-in products, as referred to in Article 15b, no later than when title of ownership of the property is passed on to the buyer.

#### Article 17



*Click on the blue text parts in order to retrieve information on the EC law background*



(Deleted)

#### Article 18

The warranty certificate shall, in particular, contain the following data:

the registered company name and address of the producer,

product identification data,

a statement that the producer guarantees the quality or faultless working of the goods within the warranty period, which shall commence on the day the product is delivered to the consumer,

the warranty's duration period,

the registered company name and address of the seller, and the date the goods were delivered to the consumer,

the shortest possible warranty period, which shall not be less than one year, unless it covers a used product, in which case the seller may issue a shorter warranty period, and

the period of time after the warranty's expiration date, in which the producer is still obliged to provide maintenance, replacement parts and attachment devices, and which shall be at least three times longer than the warranty period.

The producer's obligations shall still apply by law even if a warranty certificate for goods, defined in the regulation from Article 15b of this Act, has not been issued or handed over to the consumer, or if the contents of the warranty certificate do not imply the producer obligations, prescribed by law.

The warranty certificate shall be deemed as not rendered if the consumer was not issued a certificate on which all the data from the first paragraph of this article was included. If the data from the first paragraph of this article are part of different lists, the seller shall inform the consumer of this fact in particular.

The producer shall also be bound by these legal obligations even if a warranty was not compulsory, but was publicly promised (discretionary warranty).



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 19

In accordance with the warranty, the producer shall pay for the costs of the material, replacement parts, labour, transfer and transport of products, which may arise in the process of repairing the defect or replacing a defective product with a new one.

#### Article 20

The producer shall ensure that authorised services are supplied with all the necessary replacement parts, in order to repair the defects or faults, and to immediately accept a product for repair and that the defect is repaired within a total period of a maximum of forty-five days from the date the issuer of the warrant or authorised service received the demand for the free repair of the defect or fault on the product. If the producer fails to service the product within this period, it shall be obliged to replace that product for the consumer with a new identical and faultless product free of charge.

While a product, which is still under valid warranty, is being repaired, the producer or authorised service shall provide the consumer with a similar product to use during that time, free of charge.

In the event the producer or authorised service fails to ensure the consumer the above, the consumer shall have the right to a reimbursement for the damage suffered as a result of not being able to use the product, from the moment the repair or replacement was demanded until the execution of the repair.

#### Article 21

The rights referred to in this chapter shall also apply to individuals who are not considered to be consumers, according to this Act.

## V. TERMS OF CONTRACT

#### Article 22

The terms of the contract under this Act shall include all parts of the contract as defined by the enterprise, particularly those which are stipulated in the standard form contract or general conditions of business which the contract refers to.



*Click on the blue text parts in order to retrieve information on the EC law background*



---

The terms of a contract shall only be binding on the consumer if the consumer was acquainted with the complete text of the terms prior to concluding the contract.

It shall be deemed that the consumer has been acquainted with the complete text of the terms of a contract if the enterprise expressly notified him/her of, and provided easy access to the terms.

The terms of the contract from the preceding paragraph of this article shall be clear and understandable.

Unclear terms shall be interpreted in favour of the consumer.

#### Article 23

An enterprise may not set terms of contract which are unfair to the consumer.

All terms of contract from the preceding paragraph shall be null and void.

#### Article 24

Terms of contract shall be considered unfair:

if they bring about a significant imbalance in the contractual rights and obligations of the parties to the detriment of the consumer or

if they cause the fulfilment of the contract to be detrimental to the consumer without good reason or

if they cause the fulfilment of the contract to differ substantially from what the consumer rightly expected or

if they are counter to the principles of fairness and good faith.



*Click on the blue text parts in order to retrieve information on the EC law background*



The terms of contract shall be interpreted in relation to other conditions in the same contract or in another contract between the same parties, and shall give consideration to the nature of the goods or services and all other circumstances connected with the conclusion of the contract.

If the conditions under the first paragraph of this article have been fulfilled, an unfair contractual condition shall be considered to be, in particular, a provision:

which stipulates that the enterprise may cancel the contract for any reason;

by which the consumer waives the right to make certain objections (e.g. objection on account of nullity, contestability, non-fulfilment or incorrect fulfilment of the contract);

under which the price is unspecified or insufficiently specified;

which excludes liability for damage caused wilfully or through negligence by the enterprise or a person representing the enterprise;

under which the enterprise gives itself an unduly long term for the execution of the consumer's order;

under which the enterprise is allowed, unilaterally, to change any terms of contract that are fundamental to the contractual relationship;

under which the enterprise reserves the right to decide whether or not the delivered goods conform to the terms of the contract;

which specifies a contractual penalty in favour of the enterprise;

under which the enterprise is allowed to transfer its contractual obligations to a third party not named in the contract;

under which the burden of proof, which according to the applicable law should be borne by the enterprise, is transferred to the consumer;

which excludes or limits the responsibility of the enterprise in the event of death or injury of the consumer which resulted from an act or omission by the enterprise;

under which the enterprise demands compensation from the consumer in an unreasonably high amount for damages incurred in the event the consumer doesn't fulfil his/her contractual obligations;

which allows the enterprise to withdraw from a contract which was concluded for an indefinite period without an appropriate notice period;



*Click on the blue text parts in order to retrieve information on the EC law background*



by which an enterprise may, unilaterally and without stating the reasons, alter the properties of the goods or services which are the object of the contract:

which allows the price of goods or services to be decided or raised by the enterprise upon delivery, at the same time preventing the consumer from withdrawing from the contract if the specified price is significantly higher than the price agreed upon at the time the contract was concluded;

which gives the enterprise the exclusive right to interpret the terms of a contract;

under which the consumer is obligated to fulfil all contractual obligations even in the case where the enterprise has not fulfilled its contractual obligations;

which limits or excludes the consumer's rights to legal protection, particularly those provisions which restrict the consumer's access to material evidence;

which gives the enterprise the right to extend a contract concluded for a definite period of time, whenever the time-period specified, in which the consumer may express the wish to not extend the contract, is unreasonably short;

which limits the obligations of the enterprise to honour the contract obligations which were taken over by representatives of the enterprise.

## VI. SALE OF GOODS AND PROVISION OF SERVICES

### 1. General

#### Article 25

Enterprises shall sell goods and provide services to consumers in a manner not contrary to good business practices.

Enterprises shall sell goods and provide services to all consumers under equal conditions.

#### Article 26

Enterprises must visibly mark the goods or services which they offer with prices, which shall also include the value added tax to be paid in the case that the enterprise is liable to value added tax.

The prices of goods or services must be marked in tolar.



*Click on the blue text parts in order to retrieve information on the EC law background*



---

Enterprises must observe the marked prices.

In the event the offer is made within the framework of information society services, it shall be clearly and unambiguously indicated whether the marked price also includes the cost of delivery.

The minister responsible for trade shall prescribe the manner in which the prices of goods and services shall be marked.

#### Article 27

Notwithstanding the general rules on obligational relations, the financial obligations of a consumer which are paid through a bank or other payment transactions organisation shall be deemed paid on the date the consumer gives the payment instruction to such an organisation.

#### Article 27a

Regardless of the general rules on obligational relations, no agreement may be adopted in the event of delayed payment on the part of the consumer as the contractual party which would determine the application of higher interest rates for delayed payment than those defined by the code of obligations.

The costs of delayed payment reminders which are issued by the enterprise to the consumer as the contractual party, failing prompt payment, shall not exceed the actual costs of composition and dispatch of the reminder, nor the amount of late interest charges.

## 2. Special Rules on Properties of Goods

#### Article 28

Enterprises shall announce clearance sales in the manner commonly practised in their local area. Announcement of a clearance sale must include information on the type of goods offered, the percentage of reduction and the duration period of such a sale.



*Click on the blue text parts in order to retrieve information on the EC law background*



---

Goods offered in a clearance sale must be marked with both the price before the reduction and with the reduced price.

If the percentage reduction is declared as a percentage range, the highest percentage reduction must account for at least one-quarter of the value of all goods offered in the clearance sale.

#### Article 29

Goods offered in a clearance sale due to the fact that their use-by date will soon expire must have a specially marked use-by date, in addition to the marking under the second paragraph of Article 28 of this Act.

#### Article 30

Enterprises which sell inferior goods must physically separate these goods from the regular sale of faultless goods and give a visual indication that they are inferior goods and put a separate mark on each such item.

#### Article 31

Enterprises shall take all the necessary steps to preserve all the properties of goods intended for sale, especially those goods with a use-by date.

If the use-by date for a specific product has been prescribed, the use-by date shall be visibly and legibly marked on the product.

If, due to its properties, a product is not suitable for ordinary use, the enterprise shall not offer such product for sale, or shall stop the sale of such product, or indicate on the product for which purposes it can safely be used for, notwithstanding the properties which make it unsuitable for ordinary use.



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 32

An enterprise must inform consumers as to the properties of goods about which they are enquiring.

On a selected item, the enterprise must clearly demonstrate to the consumer the operation of the product and check that it is without fault. Should that not be possible, the enterprise shall give the consumer detailed instructions and explanations for the product being sold.

If the enterprise is unable to meet the requirement under the second paragraph of this article, it must remove the product from sale.

#### Article 33

For goods which, for their correct use, require a certain procedure or which, if used incorrectly, could cause a danger to the user or to other people, or could pollute the environment, the producer shall provide instructions for use. Instructions for use can also be attached or imprinted on the goods or respectively, on its packaging. Instructions for use may be in writing, in picture or sketch form or a combination of the three.

The instructions for use must be entirely in the Slovene language and easily understandable.

Enterprises selling goods to consumers shall be also obliged to include instructions for use.

#### Article 34

With goods intended for sale to consumers in retail locations, outside retail locations and by means of distance contracts, an enterprise must provide a designation, certificate, a declaration of conformity, warranty certificate, technical instructions, a list of authorised service agents and other accompanying documents, where so provided by regulation.

#### Article 35

An enterprise must give the consumer a receipt for goods sold or services performed,

## EU Consumer Law Acquis Compendium

### Legislation

Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



---

unless otherwise prescribed by another regulation.

The enterprise must enable the consumer to verify the accuracy of the price charged in respect of the quality and quantity of the goods purchased or the service provided.

#### Article 36

A seller must sell goods in suitable packaging.

At the consumer's request, the enterprise shall specially wrap the article. The enterprise may charge the consumer separately for such packaging up to the amount of the actual costs.

The packaging material must not be harmful to health, shall be appropriate to the shape and weight of the goods and may not mislead the consumer as to the size and weight of the goods.

At the request of the consumer, the seller must keep the packaging.

#### Article 37

The seller must deliver the goods to the consumer in accordance with the contract, and shall be liable for factual and legal defects in fulfilling the obligations.

Defects are factual:

if the product does not possess the properties necessary for normal use or traffic;

if the product does not possess the properties necessary for personal use for which purpose the consumer is purchasing it, and of which the seller was aware or should have been aware of;

if the product lacks the properties or features which were expressly or implicitly agreed upon, or respectively prescribed;



*Click on the blue text parts in order to retrieve information on the EC law background*



if the seller delivers a product which does not correspond to a sample or model, unless the sample or model was shown only for informative purposes.

The suitability of goods for normal use shall be assessed by their conformity to other prevailing goods of the same type and in consideration of any declarations of the seller regarding the product properties, conferred by the seller or manufacturer, particularly in relation to advertising, product presentation or marking on the product itself.

In the determination of responsibility for factual and legal defects, provisions from the law regulating obligational relations shall be used if not stipulated otherwise by this Act.

#### Article 37a

The consumer shall be entitled to demand his/her rights from the title of factual defect if the consumer notifies the seller about the defect within two months of the day on which the defect was noticed.

The consumer must provide in the notification of the defect a detailed description of the defect and enable the seller to inspect the product.

The consumer may inform the seller of the defective product in person, upon which the seller shall provide the consumer with an attestation, or the consumer may send the notification of defect to the retail location where the product was purchased or to the seller's representative with whom the contract was concluded.

#### Article 37b

The seller shall not be responsible for factual defects which appear two years after the goods were delivered.

If the object of the contract between seller and consumer is a used article, the seller shall not be liable for factual defects which appear one year after the product was delivered.

## EU Consumer Law Acquis Compendium

### Legislation

### Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



It shall be deemed that the defect was already present at the time of delivery if it becomes noticeable within six months of the delivery.

#### Article 37c

The consumer who properly notified the seller of a defect has the right to demand from the seller:

the removal of the defect from the product, or

the partial refund of the amount paid for the product in proportion to the actual fault, or

the exchange of the defective product with a faultless one, or

the total refund of the amount paid.

In all cases, the consumer shall also have the right to demand a reimbursement for losses incurred, particularly the costs for materials, replacement parts, labour, and the transfer and the transport of goods which arise as a result of the fulfilment of the obligations arising from the preceding paragraph of this article.

The rights of the consumer referred to in the first paragraph of this article shall be deemed null and void two years from the day the seller was notified of the factual defect.

#### Article 37č

No contractual provision shall limit or exclude the seller's liability for factual defects as defined by this Act.

Any contractual provision which opposes the provisions of the preceding paragraph shall be considered null and void.

#### Article 38

The consumer shall have the right, should services have been performed incorrectly by the seller, to demand that:

## EU Consumer Law Acquis Compendium

### Legislation

### Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



the seller remedy the deficiency in the performed service, or

the seller refund part of the amount paid in proportion to the deficiency in the performed service, or

the seller perform the service again, or

the seller refund the total of the amount paid.

The time limits as stated for seller liability for factual defects shall also apply for the performance of services, unless a longer time limit is stipulated by a special law.

#### Article 39

If a defect, as defined under Articles 37 and 38, is not contested, the enterprise shall comply with the consumer's demand as soon as possible, however no later than within eight days.

If the defect is contested, the enterprise must send the consumer a written reply to the demand no later than within eight days of its receipt.

#### Article 40

If an enterprise destroys or loses a product placed with it for repair, maintenance or completion, it shall be obligated to offer the consumer the choice, either to have the faulty product replaced with a new and identical product or to immediately receive compensation in the amount of the retail price of the new product.

If an enterprise damages or renders unfit for use a product placed with it for repair, maintenance or completion, it shall be obligated to eliminate the defect or damage within three days at its own expense, provided the value and usability of the product are not thereby reduced. In the event this is not possible, the consumer shall be entitled to exercise the right referred to in the first paragraph.

### 3. Prepayment



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 41

If the enterprise implicitly or expressly makes the purchase of goods or the performance of services conditional on partial or complete prepayment and delivers the goods or performs the services after receipt of the prepayment, the enterprise shall be bound to calculate and pay the consumer, upon delivery of the goods or the performance of the service, interest at the rate applied to deposits fixed for over three months.

The provision from the preceding paragraph shall not apply if prepayment is paid within a period shorter than three working days before the day on which delivery is made, or performance of services commences.

Provisions of this Act regarding prepayment shall not apply in the case where the enterprise makes the purchase of goods or the performance of service conditional on a down payment.

#### 4. Special Types of Contracts

##### a) Home Delivery

#### Article 42

If the enterprise and the consumer arrange for goods to be delivered to the consumer's home or elsewhere, the enterprise shall be obliged to deliver the goods to the consumer in perfect condition, in the agreed quantity and on the date and at the time agreed, and shall deliver to the consumer, at the same time, all the related documentation.

The leaving of goods at the door of the consumer's home shall not be considered to be home delivery.

##### b) Distance Contracts

#### Article 43

Distance contracts under this Act shall include contracts concluded for the delivery of goods or performance of services between the enterprise and the consumer on the basis of an organised programme for offering goods and services at a distance, which is managed by the enterprise, and for the purpose of concluding a contract uses exclusively one or more modes of communication at a distance until the moment, and inclusive of that moment, the contract is concluded.



*Click on the blue text parts in order to retrieve information on the EC law background*



The modes of communication at a distance are any means of communication which can be used to conclude a contract without the physical presence of either contractual party.

Modes of communication at a distance are: mailings by post and other printed messages, catalogues, telephone calls, advertising via order forms in printed media, television sales, facsimile transmissions, electronic mail and through the world-wide web or the Internet.

#### Article 43a

Provisions of this Act referring to distance contracts shall not apply to:

contracts for the construction and the sale of real estate and contracts bestowing other rights to real estate with the exception of rental contracts;

timeshare contracts for real estate whose terms fall under the provisions of Articles 59 to 60e inclusive of this Act;

contracts for the sale of food, beverages and other goods intended for everyday use, which the seller delivers to the home, temporary residence or place of work of the consumer;

contracts for financial services, such as banking services, dealings with securities and insurance services;

contracts for accommodation, transport, catering services, the delivery of food and beverages, attendance of events and leisure time services, where the enterprise shall commit to fulfil its obligations on a specified moment or within specified period of time;

contracts concluded:

with the aid of vending machines;

with operators offering telecommunication services while using public telephones;

at public auctions.

#### Article 43b

In the case of distance contracts, the consumer shall receive, dependent on the means of communication used, within a reasonable time period, however no later than before the contract is concluded, the following information on:



*Click on the blue text parts in order to retrieve information on the EC law background*



the registered name and address of the enterprise;

the essential properties of the goods or services, including the shortest time period of the life of the contract, should the object of the contract be permanent or able to repeatedly fulfilled;

the price of the goods or services, inclusive of all taxes and other duties;

possible costs of delivery;

precise payment terms, manner and date of delivery or fulfilment thereof; a description of the rights to withdraw from the contract in accordance with Article 43č of this Act; in the event that the consumer shall not, in accordance with Article 43č, have the right to withdraw, such terms shall be communicated expressly to the consumer;

costs in regard to the means of communication used, if such costs vary considerably from the regular basic rates the consumer usually pays for such communication;

the duration of the contract, and especially the price.

If the contract concluded is within the framework of information society services, along with the information indicated in the preceding paragraph and the information stated in the third paragraph of Article 2, the following additional information must be available to the consumer before conclusion of the contract:

a description of the exact technical steps which lead to the conclusion of a contract;

a statement of whether the concluded contract shall be kept at the enterprise and the method of access to it;

a statement of the technological means which shall enable the detection and correction of errors before the submission of an order;

the languages in which the contract may be concluded.

The enterprise shall in all cases, unless the contract is concluded solely through the interchange of electronic mail or similar individual mails, be obligated to confirm the order to the consumer immediately upon receipt of the order, in electronic format, and submit the provisions of the contract in a form which will assure its preservation for later use.

The information from this article shall be clear, unambiguous and appropriate with regard to the means of communication used.



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 43c

The enterprise shall submit to the consumer, within a reasonable time period and through a relevant permanent data carrier, the information as stated in points 1 through 8 of the first paragraph of the preceding article of this Act, and no later than upon delivery of the goods or commencement of the performance of services, if that information was not submitted in such a way at an earlier date.

The enterprise shall, within the time period stated in the preceding paragraph, also provide the following:

a written statement on the right to withdraw from the contract referred to in Article 43č of this Act and on the method and conditions to exercise these rights, or a written statement that the consumer, as in the cases referred to in the fifth paragraph of Article 43č, shall not have this right;

the address where a consumer may send objections, comments, demands and statements;

information on the service and the applicable conditions of warranty;

conditions for cancellation of the contract for contracts concluded for an indefinite period of time or contracts concluded for a period longer than one year.

The provisions of the first and second paragraphs shall not apply to services performed directly through a means of communication at a distance, if the services apply to a one time only performance which the operator of the means of communication charges for. In this case the consumer shall also be entitled to obtain the exact address where complaints can be sent.

A relevant permanent data carrier shall be deemed only those carriers which enable the consumer to access its contents through regular means which are available depending on the method of concluding the contract. The appropriate form shall be a notification in writing.

#### Article 43č

In the case of distance contracts, the consumer shall have the right to withdraw from the contract by giving a notice to the enterprise in writing within fifteen days and with no obligation of giving a reason for doing so. The notice shall be deemed prompt if the letter was posted within the stated period.



*Click on the blue text parts in order to retrieve information on the EC law background*



If the enterprise has fulfilled its obligations from Article 43č of this Act in their entirety, the given period to exert the rights from the first paragraph of this article with regard to the delivery of goods shall commence upon the day the consumer received the goods; and with regard to services upon the day the contract was concluded or the day the enterprise fulfilled its obligation if this obligation was fulfilled after conclusion of the contract.

In the event the enterprise fulfilled the obligations from Article 43c after delivery of the goods, the given fifteen day period for withdrawal from the contract shall commence the day after the enterprise fulfils its obligation, provided that the three month period from the following paragraph has not yet expired.

In the event that the enterprise did not fulfil the obligations from Article 43c of this Act in their entirety, the period granted for withdrawal from the contract shall be three months. With regard to the delivery of goods, this period shall commence upon the day the consumer receives the goods; and with regard to the performance of services this period shall commence upon the date the contract was concluded. The right of the consumer to withdraw from the contract shall cease upon expiration of this period.

The consumer shall have no right to withdraw from the contract as stipulated in the first paragraph of this article, unless otherwise agreed upon by the contractual parties for:

contracts which have as their object goods or services whose value is dependent upon events on financial markets, upon which the enterprise has no influence;

contracts which have as their object goods which were made upon precise instructions from the consumer and custom made for the consumer, which due to their nature are not suitable for return, or which are perishable or where the use by date has expired;

contracts for the delivery of audio and video recordings or computer software programs where the consumer has broken the safety seal;

contracts for the delivery of newspapers, magazines and periodicals;

contracts for games of chance and other activities regarding lotteries.

The only cost incurred by the consumer with reference to withdrawal from a contract shall be the direct cost of the return of the goods.

#### Article 43d



*Click on the blue text parts in order to retrieve information on the EC law background*



If the consumer withdraws from the contract as in the case referred to in the preceding article of this Act, the enterprise shall refund all received payments.

The enterprise shall refund the payments as soon as possible and not later than within fifteen days upon receiving notice of withdrawal from the contract. In the event the enterprise is late in refunding the payment of the consumer, it shall, in addition to the legal interest on arrears, pay an additional ten percent of the total value of the received payment for every period of thirty days for the belated refund.

If the consumer has already received the goods and withdraws from the contract, he/she shall dispatch the mentioned goods undamaged and with no change in their quantity to the enterprise within fifteen days upon notification as defined in the first paragraph of Article 43č of this Act, unless the goods were damaged, spoiled, lost or their quantity decreased, of which the consumer was not accountable for.

The return of received goods to the enterprise within the period given for withdrawal from a contract shall be interpreted as a notice of withdrawal from the contract.

#### Article 43e

The enterprise shall fulfil the obligations stated in the contract within a period of thirty days from the day the contract was concluded, unless the contractual parties have agreed otherwise.

If the enterprise is unable to fulfil its obligations due to the goods not being available or that the proper conditions for performance of the services are not present, the enterprise shall immediately inform the consumer of this fact and refund the received payments in its entirety. The refund of payments shall be in accordance with the provisions set forth in the second paragraph of Article 43d of this Act.

#### Article 43f

If the consumer's charge card or credit card has been misused in regard to a distance contract, and in the event that the transaction has not yet been processed, the consumer shall be entitled to revoke payment to the enterprise registered and responsible for processing the transaction. If the transaction has already been processed, the consumer shall have the right to demand from the enterprise to which the payment was credited, a refund in the ex-



*Click on the blue text parts in order to retrieve information on the EC law background*



---

act amount paid.

Article 44

(Deleted)

Article 45

If, with the intention of concluding a sales contract, an enterprise sends a consumer goods that were not ordered by the consumer, such consignment of goods shall be considered to be a promotional gift.

Article 45a

An enterprise may use a call system without the mediation of an individual, facsimile transmission machine or electronic mail only by prior consent from the consumer to whom a message is addressed.

A person acting on behalf of the enterprise must reveal to the consumer when communicating by phone, at the beginning of each telephone call, the registered name and address of the enterprise and clearly state that his/her intention is of a business nature.

Should the consumer exert the wish, in any contact established through a means of communication allowing personal messages, to no longer receive messages, the enterprise must stop sending any messages for the purpose of concluding a contract of supply of any type of goods or services.

c) Contracts Negotiated Away from Business Premises

Article 46

Contracts negotiated away from business premises shall under this Act include contracts on the supply of goods or the performance of services, concluded through:

negotiations away from the business premises of the enterprise, or

representative or authorised dealer visits to the consumer's home, home of another con-



*Click on the blue text parts in order to retrieve information on the EC law background*



sumer or consumer's place of work, should the visit not be expressly requested by the consumer.

Provisions of this Act on contracts negotiated away from business premises shall also apply to contracts on the supply of goods or the performance of services, despite the fact that the visit was expressly requested by the consumer, where the consumer at the moment of the request was not aware, or had no way of knowing that the delivery of goods or performance of services, which is the object of the contract, did not fall under one of the enterprise's registered activities.

Provisions of this Act on contracts negotiated away from business premises, shall also apply to contracts on the delivery of goods or performance of services which are concluded in such a way that the enterprise shall accept the consumer's offer to conclude the contract, if such an offer was given in circumstances similar to those referred to in the first and second paragraphs of this article (e.g. fairs).

#### Article 46a

Provisions of this Act relating to contracts negotiated away from business premises shall not apply to:

contracts for the construction, sale or rental of real estate and contracts on other rights to real estate;

contracts for the sale of food, beverages and other goods for everyday use which the seller delivers to the consumer's home or place of work;

contracts for the delivery of goods and performance of services should all the following terms be fulfilled:

a contract concluded on the basis of a catalogue of the enterprise, which enabled the consumer to examine the goods or services in the absence of a representative or authorised dealer;

the consumer and representative or authorised dealer shall, through these and the types of contracts which follow, have the intention to set up a permanent agreement;

the catalogue and contract contain a clear provision stipulating the right of the consumer to return goods within a period of not less than fifteen days upon receipt, or to withdraw from a contract within the same period with no further obligation, with the exception of adequately keeping the goods;

insurance contracts;



*Click on the blue text parts in order to retrieve information on the EC law background*



---

contracts whose object are securities;

contracts on the supply of goods and the performance of services, should the total amount of payment owed by the consumer under this contract not exceed 3000 tolar.

#### Article 46b

Contracts negotiated away from business premises must be presented to the consumer by the enterprise in writing and within the periods of time defined in the second paragraph of this article, and shall include no less than the registered name and address of the enterprise, type and price of the goods, the consumer rights referred to in Article 46c of this Act, as well as location and date.

The notice referred to in the preceding paragraph shall be handed to the consumer:

in the case from the first paragraph of Article 46 of this Act, upon conclusion of the contract;

in the case from the second paragraph of Article 46 of this Act, no later than upon conclusion of the contract;

in the case from the third paragraph of Article 46 of this Act, when the offer was given.

#### Article 46c

With regard to contracts negotiated away from business premises, the consumer shall have the right to withdraw from the contract in writing within fifteen days after conclusion of a contract without declaring a reason for this decision. The notice shall be deemed prompt if the letter was posted within the stated period.

If the enterprise has fulfilled its obligations from Article 46b of this Act in their entirety, the right referred to in the first paragraph of this article with regard to delivery of goods shall commence on the day the consumer received the goods; and with regard to performance of services upon the day of the conclusion of the contract or upon the day the enterprise fulfilled its obligation, provided that the obligation was fulfilled after conclusion of the contract.

Should the enterprise have fulfilled its obligation from Article 46b after delivery of the goods, the fifteen day period for withdrawal from the contract shall commence the day after the



*Click on the blue text parts in order to retrieve information on the EC law background*



completion of this obligation, provided that the three month period specified in the following paragraph has not yet expired.

If the enterprise has not in entirety, fulfilled its obligations as given in Article 34c of this Act, the period for withdrawing from the contract shall be three months. This period with regard to the delivery of goods shall commence on the day the goods were received by the consumer; and with regard to the performance of services on the day the contract was concluded. Upon expiration of this period the right of the consumer to cancel the contract shall cease.

For the method of fulfilment and limitation of the right of withdrawal from a contract or the return of received goods and the paid charge for the goods, the provisions of Articles 43č and 43d of this Act shall reasonably apply.

Article 47

(deleted)

d) Contracts for Energy and Water Supplies

Article 48

In the fulfilment of contracts on the supply of energy and water to consumers, the consumer price shall be calculated according to the actual amount delivered as stated on the consumer's measuring instrument. If individual consumption measurement of consumed energy and water per individual consumer and per common utilities cannot be technically possible in existing buildings with a number of residential units or business premises and common utilities, the division of payment for the supplied quantities can be agreed upon on the basis of terms agreed among the owners or terms defined by regulations. The consumer shall have the right to install a measuring device at his/her own cost, if technically possible. The manager of a building with a number of residential units or business premises shall be obliged to make available to the consumer at his/her request the supplier's invoices to enable calculation of individual consumption.

The manner in which the actual delivery of energy and water is measured shall be defined in a separate regulation governing this area.



*Click on the blue text parts in order to retrieve information on the EC law background*



#### 5. Hire Purchase

##### Article 49

In a hire purchase contract, the enterprise (hereinafter: the seller) commits to deliver to the consumer certain goods before the purchase price has been paid in full, and the consumer commits to pay for the goods in instalments at predetermined time intervals.

A hire purchase contract must be drawn up in writing.

The provisions of this Act regulating hire purchases shall also be reasonably applied to the performance of services.

The provisions of this Act regulating hire purchases shall not infringe on the rights of consumers granted by the Act which regulates consumer credit.

##### Article 50

The contract document must state, in addition to the goods and their price for sales with payments in cash, also the following: the sum of all instalment payments, including the initial payment made upon the conclusion of the contract, the amount and number of the individual instalments, and when they fall due. If this information is not included the consumer may withdraw from the contract.

The rights that the consumer has under this chapter (Articles 51, 53, 53a and 54) must be expressly stated in the contract.

If the rights from the preceding paragraph are not defined in the contract, the consumer shall have the right to exercise these rights or withdraw from the contract.

##### Article 50a

All hire purchase contracts which would be for the consumer less favourable than the provi-



*Click on the blue text parts in order to retrieve information on the EC law background*



sions in this chapter, except for provisions on reservation of title, shall be considered null and void.

#### Article 51

The consumer shall have the right to prematurely pay the outstanding balance of the purchase price at any time, and without contractual interest other than the charge of costs for computing the outstanding balance.

Any contractual provision stating otherwise shall be deemed null and void.

#### Article 52

The seller may cancel the contract if the consumer is late in paying the initial instalment.

After the payment of the initial instalment, the seller may withdraw from the contract if the consumer is late in paying at least two consecutive instalments adding up to at least one-eighth of the purchase price.

As an exception, the seller may cancel the contract if the consumer is late in paying only one instalment where the contract consists of no more than four instalments for the payment of the purchase price.

In the cases from the second and third paragraphs of this article, the seller, instead of withdrawing from the contract, may demand that the consumer pay the outstanding balance of the purchase price, but before doing so, must grant the consumer an additional period of fifteen days.

#### Article 53

When justified by the circumstances of a case, a court may, at the request of a consumer, extend the period for payment of late instalments if the consumer provides insurance for fulfilment of obligations and the seller does not thereby suffer any damage.

## EU Consumer Law Acquis Compendium

### Legislation

### Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



Any provision in a contract stipulating a contractual penalty for the case where the consumer is late in paying an instalment on the purchase price, shall be deemed null and void.

#### Article 53a

The consumer may in any event withdraw from a contract by submitting this intention in writing to the seller within fifteen days of signing the contract. This right of the consumer can not be countermanded ahead of time.

Any other contractual provision shall be considered null and void.

#### Article 54

If the contract is cancelled, the seller must return the already paid instalments together with the legally prescribed belated interest due from the date of receipt of payment as well as the unavoidable costs incurred for the goods.

The consumer must in turn, return the goods to the seller in the state in which they were received and pay a fee for their use for the period until the contract was cancelled.

#### Article 55

(Deleted)

#### Article 56

The provisions on hire purchases from this chapter shall also apply to other agreements with the same substance, such as a lease contract containing a provision that the leased goods become the consumer's property, provided a lease payment is made for an agreed time.

These provisions shall also be applied to a loan made to a consumer for the purchase of specific goods if the enterprise which made the loan to the consumer (hereinafter: the lender) and the seller agree that the consumer shall pay for the goods sold to him/her by the seller in instalments, in accordance with a contract concluded between the consumer and



*Click on the blue text parts in order to retrieve information on the EC law background*



---

the seller.

#### 6. Tourist Services

##### Article 57

The activity of the organisation and sale of tourist travel arrangements, the activity of tourist guides and tourist escorts, and the activity of guiding and training in the field of sports shall be regulated by laws governing these areas.

##### Article 58

Enterprises which organise group excursions and travel must provide adequate insurance for travellers.

#### 7. Timeshare Contracts for Residential Property

##### Article 59

A timeshare contract for residential property under this Act shall be any contract which is concluded for a period of no less than three years, in which the enterprise guarantees or promises, in exchange for a specified amount of payment, to allow the consumer the right to use a residential property during a certain period of the year or during a period to be determined, and which is not less than seven days per year.

Residential property under this Act shall be considered to be land, a building or a portion of land or a building, which is meant for permanent or temporary residence, and which by the laws of the country in which it is located, shall represent an object of legal transactions.

The right for the use of a timeshare facility under this Act may also be a real or other right, which may also arise from membership in a society, a share in a company or in a cooperative society.

##### Article 60

Any enterprise offering the right to a timeshare shall offer a prospectus to every interested party, which in addition to a general description of the residential property which is the ob-



*Click on the blue text parts in order to retrieve information on the EC law background*



ject of this right, also includes exact details in accordance with the first and second paragraphs of Article 60b of this Act.

The prospectus shall be a part of the timeshare contract.

If the interested party holds permanent residence in one of the member states of the European Union or is a citizen of that country, that person may ask for a prospectus in the official language of that country.

A prospectus referring to a property in the Republic of Slovenia, or one given to a citizen of the Republic of Slovenia or an individual with permanent residence in the Republic of Slovenia must also be available in the Slovene language.

All announcements for contracts for timeshare of residential properties shall indicate the possibility to obtain a prospectus and the place where it can be found.

#### Article 60a

A timeshare contract for residential property must be made in writing. The contract shall contain all the information listed in Article 60b of this Act. With regard to the language used in the contract, provisions of the third paragraph of Article 60 of this Act shall reasonably be used.

The contents of the timeshare contract must correspond to the description in the prospectus given to the consumer. If the parties do not agree differently, the contents of the prospectus may only be changed before the contract is concluded, and only if this should be a result of circumstances beyond the enterprise's control. Such changes must be indicated to the consumer in writing before the contract is concluded.

In addition to the original copy of the contract, the enterprise shall also give to the consumer a notarised copy of the contract in the language of the country where the residential property is located, should this language differ from the language the contract is concluded in. This obligation shall not apply if the objects of a timeshare contract are parts of residential properties located in two or more countries.



*Click on the blue text parts in order to retrieve information on the EC law background*



#### Article 60b

The prospectus and contract on the timeshare of residential property shall include the following information:

the registered name and address of the enterprise and/or name of the enterprise representative;

a precise description of the nature of the right which is the object of the contract and a description of the fulfilled terms or conditions which are, in accordance with the laws of the country where the residential property is located, yet to be fulfilled;

a precise description of the residential property and its location, if the object of the contract is a particular residential property;

information from the registry of the real estate for properties, if such evidence exists;

in the case of a property still in the phase of planning or construction, also:

the extent of the construction work completed on the common public utility facilities;

the date the construction is due to be completed;

if the right relates to the specific residential property, the official name and address of the competent administrative body and the number of necessary permits required;

if the right relates to the specified residential property, the condition of common public utility facilities, such as gas, electricity, water and telephone supply lines;

assurance that construction will be carried out, as well as a refund to be given to the consumer, should the construction not be concluded;

municipal utilities (gas, electricity, water and telephone supply lines) and services (maintenance and refuse collection) which are, or will be available to the consumer and the conditions for their use;

the system in which maintenance, repairs and management of the residential property or properties shall be carried out;

common utilities, such as saunas or swimming pools, which the consumer can use or may be able to use, and possible conditions for use;

the price which the consumer must pay for use of the residential property, the base for calculation and an estimate of the current costs which the consumer must pay for use of common utilities and services, which are or may be at his/her disposal, an estimate of costs for administrative services (taxes, dues) and an estimate of the costs of management, maintenance and repair of the residential property;



*Click on the blue text parts in order to retrieve information on the EC law background*



information stating whether the consumer shall cooperate in a property exchange or resale of the contractual right to use the property and an estimate of costs should the enterprise or a third party, specified in the contract, from the part of the enterprise, mediate in the exchange or resale of the property;

instructions, with reference to the right of the consumer to withdraw from the contract in accordance with the provisions of Article 60c of this Act, the name and address of the receiving party of the written statement on withdrawal, instructions with regard to the period open for withdrawal and a written statement of the withdrawal. If necessary, the prospectus must also define the costs which shall be borne by the consumer in the event that he/she withdraws from the contract in accordance with the third paragraph of Article 60c of this Act;

instructions in regard to access to other data.

The contract shall in addition to the stated terms include also the following:

name, surname and permanent residence of the consumer;

the precise time period in the year in which the right of use can be exercised and the duration of time in which the right shall be valid and any other information important for the exercising of this right of use;

a statement that the acquisition and exercising of the right of use shall not be related to costs, obligations or burdens which are not defined by the contract;

the date and place of the signing the contract.

#### Article 60c

The consumer shall have the right to withdraw from the contract within fifteen days upon conclusion of the contract or preliminary contract by sending a written statement to the enterprise announcing the withdrawal, and without stating a reason for such decision. The statement shall be deemed prompt if the letter was posted within the stated period.

If any of the data prescribed in Article 60b of this Act is missing from the contract, or if a prospectus was not presented, or if the contract was drawn up in a language not compliant with the provisions of this Act, the stated cancellation period from the preceding paragraph of this article shall commence upon dispatch of the missing data in writing the consumer, however no later than within three months after conclusion of the contract

If the consumer withdraws from the contract the provisions of Article 43d of this Act shall



*Click on the blue text parts in order to retrieve information on the EC law background*



reasonably apply. The consumer shall not be obligated to refund any possible costs for use of the residential property or other services. The consumer shall be obligated to cover costs incurred through legal actions connected with conclusion of the contract, which were necessarily taken before cancellation period referred to in the first paragraph of this article, if so expressly stated in the contract.

#### Article 60č

Contract provisions stipulating that the consumer must pay a partial amount of the price or costs before the expiry of the cancellation period referred to in the first paragraph of the preceding article shall be null and void.

#### Article 60d

If the price, which the consumer must pay for the right of use, is financed in part or in entirety with credit from the enterprise, the withdrawal from the timeshare contract shall automatically cancel the credit contract. Both parties shall be obliged to refund received payments in the event of a cancellation. The enterprise shall not demand from the consumer the payment of interest and costs incurred.

The preceding paragraph of this article shall also apply in the event that the lender is another party, and where the enterprise mediated in the conclusion of a loan contract or referred the consumer to the lender.

#### Article 60e

If a timeshare contract for residential property or loan contract from the preceding article are also subject to foreign legal regulations, the provisions of this Act shall be applied notwithstanding, if:

the residential property is located in the territory of one of the member states of the European Union, or

the contract was concluded on the basis of a public tender, advertising in public or similar business activity, which is managed by an enterprise in the territory of the Republic of Slovenia, and if the consumer at the time of release of a statement, held permanent or temporary residence in the Republic of Slovenia.

## VII. CONSUMER PROTECTION AGENTS



*Click on the blue text parts in order to retrieve information on the EC law background*



---

#### 1. Consumer Protection Office

##### Article 61

Activities in the area of consumer protection shall be carried out in accordance with the law by the Consumer Protection Office of the Republic of Slovenia (hereinafter: the Office).

On the basis of the national consumer protection programme, the Office shall prepare an annual consumer protection plan, which shall be adopted by the Government of the Republic of Slovenia.

##### Article 62

The Office shall have an expert council comprising representatives of the relevant interested administrative bodies, consumer organisations, business chambers and associations, and authoritative experts in the field of consumer protection.

The number of members and the composition of the expert council shall be determined by the minister responsible for trade.

The expert council shall be involved in the preparation of the national and annual consumer protection programmes, examine other issues related to the expert work of the Office, and give opinions and proposals to the Director of the Office.

#### 2. Consumer Organisations

##### Article 63

Consumer organisations shall be organisations registered as societies or institutes, or other organisations not involved in profit-making activities, which are founded by consumers in order to protect their rights, and which are entered in the register of consumer organisations kept at the Office.

Conditions for entry in the register of consumer organisations shall be the neutrality and independence of the organisation from the interests of suppliers of goods and services, meaning that such an organisation may not receive funds from suppliers of goods and services.



*Click on the blue text parts in order to retrieve information on the EC law background*



---

Consumer organisations registered at the Office may join to form an association of consumer organisations for the purposes of actively supporting and promoting the interests of consumer organisations at the national and international level.

Within three months of the enactment of the Act, the minister responsible for trade shall prescribe the rules on the procedure and other conditions under which consumer organisations shall be entered into the register.

#### 3. Consumer Education Providers

##### Article 64

Basic knowledge on consumer protection shall also be included in the programmes of instruction in primary and secondary schools.

The Office shall co-operate with educational institutions in the preparation of consumer protection education programmes. The Office and consumer organisations may carry out special training programmes for teachers to attain basic knowledge on consumer protection.

Consumer organisations may co-operate with educational institutions, prepare educational and training materials, and conduct other educational activities in the area of consumer protection for consumers of all age groups.

#### 4. Human Rights Ombudsman

##### Article 65

In the area of consumer rights protection, the Human Rights Ombudsman shall also carry out given tasks in regard to state bodies, local self-government bodies and public authorities.



Click on the blue text parts in order to retrieve information on the EC law background



#### VIII. NATIONAL CONSUMER PROTECTION PROGRAMME

##### Article 66

Activities in the area of consumer protection shall be performed as a public service, whose permanence and continuous performance shall be ensured in the interest of the public by the Republic of Slovenia.

The public service referred to in the preceding paragraph shall not be performed with the intention of generating a profit.

Activities in the area of consumer protection, performed as a public service, shall be: advising consumers, informing and educating consumers, and carrying out comparative assessments of goods and services.

The scope of the public service in the area of consumer protection shall be determined by the national consumer protection programme.

##### Article 67

The national consumer protection programme shall determine the foundations of the consumer protection policy and shall define the extent of activities financed or cofinanced from the national budget.

The national consumer protection programme shall in particular determine:

the principles and goals of the consumer protection policy,

the tasks with priority in the implementation of the consumer protection policy,

the types of tasks in the area of consumer protection which shall be carried out on the basis of awarded concessions,

the approximate amount of funds required to carry out tasks defined in the national programme, and

the approximate amount of funds required to promote the development and operation of consumer organisations.

← **Formatiert:** Nummerierung und Aufzählungszeichen



Click on the blue text parts in order to retrieve information on the EC law background



### Article 68

On the basis of a concession, a public service may be provided by consumer organisations recorded in the register held at the Office, as well as by professional organisations whose goal is not the generation of profit, and which carry out individual expert and research tasks in the area of consumer protection.

### Article 69

Concessions for performing public services in the area of consumer protection shall be awarded by decision of the Government of the Republic of Slovenia on the basis of a public tender.

A public tender for the awarding of a concession shall specify, in particular:

- the object of the concession,
- the conditions for performing the public service,
- the duration for which the concession will be awarded,
- the closing date for submission of bids and
- the last day for informing bidders of the selection.

← **Formatiert:** Nummerierung und Aufzählungszeichen

Relations between the concession giver and the concession holder shall be regulated by a concession contract.

The contract shall determine in particular:

- the scope of the performance of the public service,
- the starting date of the performance of the public service,
- the notice period for cancellation of the concession, and
- the funds which shall be provided by the concession giver for carrying out the public service.

← **Formatiert:** Nummerierung und Aufzählungszeichen



Click on the blue text parts in order to retrieve information on the EC law background



The contract shall be concluded in writing.

### IX. INSPECTION SUPERVISION AND ADMINISTRATIVE MEASURES

#### Article 70

Within their powers, the trade inspectorate and other competent inspection bodies shall supervise the implementation of this Act and pass measures in accordance with the law.

#### Article 71

If an enterprise unjustifiably rejects a consumer's request that defective goods be replaced with new goods, or that the amount paid for the goods be refunded, or that the defect in the goods be removed, the competent trade inspectorate or other competent inspection body may issue, upon the request of the consumer, a decision instructing the enterprise to comply with the request.

A decision under the preceding paragraph shall only be issued by the competent body if there is no dispute between the parties concerned as to the existence of the defect, or if the consumer submits an opinion by a court expert, or if the defect has been proven beyond any doubt.

The provisions contained in the preceding paragraphs shall reasonably apply also to the performance of services.

#### Article 72

If the trade inspectorate or other competent inspection body establishes that:

the prices of goods or services are not marked, or are not visibly marked (first paragraph of Article 26);

the price of goods or services is not marked in tolar (second paragraph of Article 26);

the highest percentage reduction on the price of goods offered in a clearance sale, declared as a percentage, does not account for at least one-quarter of the value of all goods offered in the clearance sale (third paragraph of Article 28);

inferior goods are not physically separated from the regular sale of faultless goods or the

**Formatiert:** Nummerierung und  
Aufzählungszeichen

# EU Consumer Law Acquis Compendium

## Legislation

## Slovenia (SL) Nr. 1 EN



Click on the blue text parts in order to retrieve information on the EC law background



enterprise has not visually indicated that they are inferior goods or for not specifically marking each inferior item (first paragraph of Article 30);

if the prescribed use-by date of a product is not visibly and legibly marked (second paragraph of Article 31);

if an enterprise has offered for sale or has not ceased the sale of a product which, due to its properties, is not suitable for ordinary use, or has not indicated on the product for which purposes it can safely be used, notwithstanding these properties (third paragraph of Article 31);

the enterprise has not provided instructions for use in line with Article 33 of this Act for goods which, for their correct use, require a certain procedure or which, if used incorrectly, could cause damage to the user or to others, or could pollute the environment (Article 33);

in the sale of goods to consumers in retail locations, outside locations and by means of distance contracts, an enterprise has not provided a designation, certificate, a declaration of conformity, warranty certificate, technical instructions, a list of authorised service agents and other accompanying documents (Article 34);

it shall issue a decision prohibiting the sale of such goods or services until the fault has been rectified.

### Article 72a

If the trade inspectorate or other competent inspection body establishes that:

in the final computation, an enterprise has failed to calculate and pay interest at the rate applied by banks to deposits fixed for over three months on prepayment for goods or services (Article 41);

it shall issue a decision ordering the enterprise to fulfil its legal obligations.

**Formatiert:** Nummerierung und Aufzählungszeichen

### Article 73

If the trade inspectorate or other competent inspection body establishes that:

an enterprise is advertising goods or services in a manner which is in contrast with the law, indecent or misleading, or is not advertising goods or services in the Slovene language (Articles 12, 12a and 12b);

an enterprise is advertising goods or services through a means of comparative advertising which is contrary to provisions of this Act (Article 12c);

the advertising contains elements which cause or which could cause physical, mental or

**Formatiert:** Nummerierung und Aufzählungszeichen



*Click on the blue text parts in order to retrieve information on the EC law background*



other harm to children, or elements which exploit or which could exploit their trusting nature or inexperience (Article 15);

it shall issue a decision temporarily prohibiting such advertising of goods or services, or prohibiting the publication of such advertisements in the case where it has not yet been published or is about to be published in public.

#### X. PECUNIARY PROTECTION

##### Article 74

Legal action may be brought against an enterprise which, in conducting legal business transactions with consumers, applies general terms and conditions of business or offers pre-printed contracts for signature (standard form contracts) or employs business methods or advertises in a manner contrary to compulsory regulation or good business practices.

Within the claim's procedure, the court may decide to publish a judgement at the expense of the enterprise. The court shall decide as to what extent to publish the grounds for the judgement.

##### Article 74a

In a dispute regarding misleading advertising or comparative advertising under Article 74 of this Act, the court shall issue a provisional ruling through a motion made by the plaintiff in line with the provisions regulating insurance, by which it shall order the cessation of the misleading advertising or the illegal comparative advertising, or prohibit the publication of misleading advertisements or advertisements containing illegal comparative advertising in the event it has not yet been published and is about to be published in public.

##### Article 75

The lawsuit referred to in the preceding article may be filed by any organisation operating with the status of a legal person founded with the view to protect the rights and interests of consumers, provided that no less than one year has elapsed between the founding of the organisation and the instituting of the legal action, and that the organisation is actually operating.

A lawsuit referred to in the preceding article may also be filed by the chamber or business association of which the defendant enterprise is a member.



*Click on the blue text parts in order to retrieve information on the EC law background*



If a practice, subject to a lawsuit, may harm the status and rights of consumers in a member state of the European Community, the lawsuit from the preceding article may also be filed by an organisation or an independent public body (e.g. consumer protection ombudsman), which has been founded under the regulations of a particular state, for the purpose of the protection of consumer rights and interests of the state, and provided that no less than one year has elapsed between the founding of the organisation and the instituting of the legal action and that the organisation is actually operating.

The entity referred to in the preceding paragraph of this article may file a lawsuit only after a consultation with a national body, responsible for consumer protection. A lawsuit may also be filed directly in the case where the consumer protection body fails to answer a demand for consultation within a period of fourteen days.

#### Article 76

Organisations under the preceding article may start a legal action, by which they wish to determine as null and void certain contracts concluded between the defendant and consumers, individual provisions in those contracts or the general terms and conditions of business incorporated in those contracts.

A sustaining judgement shall have a general effect, such that any person may refer to a final judgement by which, pursuant to the lawsuit referred to in the preceding paragraph, certain contracts, individual provisions of those contracts or the general terms and conditions of business incorporated in those contracts were declared null and void.

A judgement of refusal shall only affect the parties concerned and shall not prevent the instituting of a new action in respect to the same claim either, by another organisation qualified to institute legal action under the first paragraph of this article or by persons who have legal standing to bring such action to court.

Throughout the duration of the legal proceedings, it shall not be possible for a new legal action to be instituted in respect to the same claim between the same parties or between the same defendant and another organisation qualified to institute the action referred to in the first paragraph of this article.

Another organisation qualified to institute legal action under the first paragraph of this article may join the plaintiff in the current legal action at any time during the legal proceedings until



Click on the blue text parts in order to retrieve information on the EC law background



the enactment of final judgement. In the legal action, that organisation shall have the status of accessory intervenor in accordance with the provisions of the law regulating civil proceedings.

#### XI. PENALTY PROVISIONS

##### Article 77

A fine of not less than 1,000,000 tolar shall be imposed on an individual who commits an offence in connection with the independent performance of a professional activity, and no less than a fine of 3,000,000 tolar on a legal person:

for not conducting business with consumers in the Slovene language or for not using their full registered company name and address in written communications to consumers, or for not using at least their abridged registered company name and address in written communications which are not intended for a particular individual consumer (first and second paragraphs of Article 2);

**Formatiert:** Nummerierung und Aufzählungszeichen

for not allowing, as a provider of information society services, for a simple direct and constant access to the data referred to in the third paragraph of Article 2 (third paragraph of Article 2);

for advertising goods or services in a manner which is in contrast with the law, indecent or misleading, or for not advertising goods or services in the Slovene language (Articles 12, 12a and 12b);

for advertising goods or services through a means of comparative advertising which is contrary to provisions of this Act (Article 12c);

if the advertising of goods or services includes elements which cause or which could cause physical, mental or other harm to children, or elements which exploit or which could exploit their trusting nature or inexperience (Article 15);

for advertising messages which are part of or present a service of an information society and are not in accordance with Article 15a (Article 15a);

for failing to issue to the consumer, upon the conclusion of a contract for goods referred to in Article 15b, a warranty certificate, technical instructions and a list of authorised service agents, or if these documents are not entirely in the Slovene language and easily understandable (first and third paragraphs of Article 16);

for failing to provide repair and maintenance of a product for the period covered by a warranty or for its extended period, free of charge, and after that period for a charge, by providing this service itself or through an authorised representative (fourth paragraph of Article 16);

for failing to provide maintenance, replacement parts and attachable components also after the expiry of the warranty period (fifth paragraph of Article 16);



*Click on the blue text parts in order to retrieve information on the EC law background*



for failing, as a seller of residential or business property, to hand over to a purchaser, a warranty for all of the built-in products referred to in Article 15b, no later than at the handing over of the title of ownership of the property (eighth paragraph of Article 16);

for failing to include all the data referred to in the first paragraph of Article 18 of this Act in a warranty certificate;

for acting as the producer in contrast with the first paragraph of Article 20;

for not selling goods or providing services to consumers under equal conditions (second paragraph of Article 25);

if the highest percentage reduction on the price of goods offered in a clearance sale, declared as a percentage range, does not account for at least one-quarter of the value of all goods offered in the clearance sale (third paragraph of Article 28);

for failing to provide instructions for use in line with Article 33 of this Act for goods which, for their correct use require a certain procedure or which, if used incorrectly, could cause damage to the user or to others, or could pollute the environment;

for failing, in the final computation, to calculate and pay to the consumer interest on the prepayment of goods or services at the interest rate applied by banks to deposits fixed for over three months (Article 41);

for failing to deliver goods in perfect condition, in the agreed quantity and at the agreed time with all the accompanying documentation, when delivery to the consumer's home or elsewhere has been arranged (first paragraph of Article 42);

for leaving goods at the door of the consumer's home in the case of home delivery (second paragraph of Article 42);

for failing with regard to a distance contract to provide the consumer with the data referred to in Article 43b of this Act on a relevant permanent data carrier within the prescribed times (Article 43c);

for not confirming, as a provider of information society services, orders in electronic format, other than exceptions stipulated by the law, or for not submitting the provisions of the contract in a form which will assure its preservation for later use (third paragraph of Article 43b);

for failing to return, in due time, all the payments made in the case where a consumer cancels a contract concluded at a distance or away from premises (first paragraph of Article 43d and fifth paragraph of Article 46c);

for using a call system without the mediation of an individual, facsimile transmission machine or electronic mail without prior consent from the consumer, to whom a message was addressed (first paragraph of Article 45a);

for sending messages to consumers with the intention of concluding a contract to supply goods or services, regardless of a consumer's declaration that he/she no longer wish to re-



Click on the blue text parts in order to retrieve information on the EC law background



ceive such mail (third paragraph of Article 45a);

for failing with regard to a contract negotiated away from the business premises to hand over to the consumer, in the prescribed period of time, a written notice containing at least the registered company name and address, the type and price of the goods and the rights of the consumer under the provisions of Article 46c of this Act, as well as place and date (Article 46b);

if the price for the delivery of energy or water to a consumer is not calculated according to the actual delivery, or if the measurement of the actual delivery of energy or water is not carried out in the prescribed manner (Article 48);

for failing to allow for the premature settlement of the outstanding balance of the purchase price, exclusive of contractual interest while buying on hire purchase (Article 51);

for not returning already paid instalments while buying on hire purchase with the legally prescribed belated interest due from the date of receipt of payment, as well as the unavoidable costs incurred for the goods (Article 54);

if a company organising group excursions and travel has failed to insure the travellers adequately (Article 58);

if a timeshare contract for tourist facilities is not made in writing (Article 60a);

if the contract does not include the prescribed data (Article 60b).

A fine of no less than 300,000 tolar shall also be imposed for an offence on the responsible person of the legal person committing an offence as set forth under the preceding paragraph.

### Article 78

A fine of 200,000 tolar shall be imposed immediately at the scene of the offence on an individual who commits an offence in connection with the independent performance of a professional activity, and a fine of 300,000 tolar on a legal person, which shall be collected immediately:

for failing to abide by the prescribed manner according to the second paragraph of Article 3\* in relation to contracts assuring public services and goods if the consumer should be late in fulfilling his/her obligations;

if the price of offered goods or services is not marked or visibly marked, or the marked price does not include the value added tax in the case where an enterprise is liable to the pay-

**Formatiert:** Nummerierung und Aufzählungszeichen



*Click on the blue text parts in order to retrieve information on the EC law background*



ment of the value added tax (first paragraph of Article 26);

for failing to mark the price of goods or services in tolaras (second paragraph of Article 2;

for failing to observe the marked prices (third paragraph of Article 26);

for failing to clearly and unambiguously designate in an offer within the framework of information society services whether the cost of delivery is also included in the price (fourth paragraph of Article 26);

for failing to abide by the prescribed manner of marking the prices of goods and services (fifth paragraph of Article 26);

for using higher interest rates for late payments than prescribed in the code of obligations (first paragraph of Article 27a);

for issuing a delayed payment reminder to the consumer as the contractual party failing prompt payment which exceeds the actual costs of composition and dispatch of the reminder, or the amount of late interest charges (second paragraph of Article 27a);

for failing to announce clearance sales in line with the first paragraph of Article 28 or for failing to mark the goods offered in a clearance sale both, with the price before the reduction and with the reduced price (first and second paragraphs of Article 28);

for failing to physically separate inferior goods from the regular sale of faultless goods or for not giving a visual indication that they are inferior goods, or for not specifically marking each inferior item (first paragraph of Article 30);

for offering for sale or for not withdrawing from sale a product which, due to its properties, is not suitable for ordinary use, or for failing to indicate on the product which purposes it can safely be used for, notwithstanding these properties (third paragraph of Article 31);

for failing to remove the goods from sale if unable to meet the requirements of the second paragraph of Article 32 (third paragraph of Article 32);

for not presenting the consumer with a designation, certificate, declaration of conformity, warranty certificate, technical instructions, a list of authorised service agents or other accompanying documents, or where documents do not contain all the data prescribed by laws or by regulations adopted on the basis of such laws, when selling goods which are intended for sale in retail locations, outside of retail locations and through the means of distance contracts (Article 34);

for failing to issue a receipt for the goods sold or the service provided, or for failing to enable the consumer to verify the accuracy of the price charged in respect to the quality and quantity of the goods purchased or the service provided (Article 35);

for failing to sell goods in suitable packaging or for failing to specially wrap an article at the consumer's request (first and second paragraphs of Article 36);

## EU Consumer Law Acquis Compendium

### Legislation

### Slovenia (SL) Nr. 1 EN



*Click on the blue text parts in order to retrieve information on the EC law background*



if the packaging is not appropriate to the shape and weight of the goods or if it misleads the consumer as to the size and weight of the goods (third paragraph of Article 36);

for failing, when the defect is not disputed as in the cases referred to in Articles 37c and 38, to comply with the consumer's demand no later than in a period of eight days (first paragraph of Article 39);

for failing to reply to the consumer in writing within eight days of receipt of the consumer's demand (second paragraph of Article 39);

for failing to immediately inform the consumer in the case of distance contracts that they are unable to fulfil its obligations due to the goods not being available or that the proper conditions for performing the services are not present, and for failing to refund for all payments made (second paragraph of Article 43e).

A fine of 100,000 tolar shall also be imposed immediately at the scene of the offence on the responsible person of the legal person committing an offence under the preceding paragraph.

The perpetrator of the offence referred to in point 1 of the first paragraph of this article may be given a warning instead of being issued a fine immediately at the scene of the offence, providing that the offence is of minor importance.

#### Article 78a

A offence procedure shall expire upon the expiration of two years from the date the violation was committed, and shall in no way be enforceable upon the expiration of four years from the date the offence was committed.

The Consumer Protection Act –ZVPot (Official Gazette of the Republic of Slovenia, No. 20/98) shall include the following transitional and final provisions:

## XII. TRANSITIONAL AND FINAL PROVISIONS

### Article 79 – In observance of the Amendment from ZVPot-A

The regulation on general product safety under the second paragraph of Article 3 of this

Act, the regulation on the marking of prices under Article 26 of this Act, and the regulation



Click on the blue text parts in order to retrieve information on the EC law background



on the manner of measuring the actual delivery of energy and water to consumers under Article 48 of this Act shall be adopted no later than within six months of this Act coming into force.

The expert council under Article 62 of this Act shall be set up no later than within three months of this Act coming into force.

The national consumer protection programme shall be submitted for adoption to the National Assembly of the Republic of Slovenia by the Government of the Republic of Slovenia within one year, at the latest, of this Act coming into force.

Article 80 – In observance of the Amendment from ZVPot-A

On the day this Act shall come into force, the following shall cease to apply: Articles 10 to 19 inclusive, Articles 35, 36, 38, 42, 43, 46 and 47 of the Trade Act (Official Gazette of the SFRY, No 46/90), Articles 23 to 30 inclusive of the Goods Trade Act (Official Gazette of the Republic of Slovenia, Nos. 21/77 and 29/86) and Articles 62 to 64 inclusive of the Law on Standardisation (Official Gazette of the SFRY, Nos. 37/88, 23/91 and 55/91 - corr.).

Until the regulation under Article 15b of this Act enters into force, the following shall

continue to apply:

the decree on products allowed for sale only with a warranty certificate, technical instructions and a list of authorised service agents, and on the minimum warranty period for such products (Official Gazette of the SFRY, No. 5/78);

the decree on electro-medical devices or equipment allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such products (Official Gazette of the SFRY, No. 66/80);

the decree on graphical equipment allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such equipment (Official Gazette of the SFRY, No. 66/80);

the decree on electrical household appliances allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such appliances (Official Gazette of the SFRY, No. 4/81);

the decree on household gas appliances allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period

Formatiert: Nummerierung und Aufzählungszeichen



*Click on the blue text parts in order to retrieve information on the EC law background*



for such appliances (Official Gazette of the SFRY, No. 4/81);

the decree on products of the automobile industry allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such products (Official Gazette of the SFRY, Nos. 9/81 and 62/84);

the decree on the determination of equipment for extinguishing fires allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such equipment (Official Gazette of the SFRY, No. 45/81);

the decree on agricultural equipment which must be furnished with technical instructions and have a guaranteed service period, and on the minimum guaranteed service period for such equipment (Official Gazette of the SFRY, No. 63/81);

the decree on office typewriters, computer equipment, text duplication machines and cash registers for use in trade, catering and hotels, allowed for sale only with a warranty certificate and technical instructions and on the minimum warranty period and guaranteed service period for such equipment (Official Gazette of the SFRY, No. 17/85);

the decree on insulation appliances and control equipment for insulation appliances allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such appliances (Official Gazette of the SFRY, No. 4/87);

the decree on sports equipment and accessories allowed for sale only with a warranty certificate and technical instructions, and on the minimum warranty period and guaranteed service period for such equipment (Official Gazette of the SFRY, No. 41/87);

the decree on appliances in the field of radio communication as well as audio and video technology, and appliances connected to them, allowed for sale only with a warranty certificate and technical instructions and on the minimum warranty period and guaranteed service period for such appliances (Official Gazette of the SFRY, No. 28/89).

#### Article 81

This Act shall come into force on the fifteenth day following its publication in the Official Gazette of the Republic of Slovenia.