

# CONSUMER PROTECTION ACT

In force as of 10 June 2006, promulgated, State Gazette Issue No. 99/09.12.2005, amend. SG Issue No. 30/11.04.2006, amend. SG Issue No. 51/23.06.2006, amend. SG Issue No. 53/30.06.2006, amend. SG Issue No. 59/21.07.2006, amend. SG Issue No. 105/22.12.2006, amend. SG Issue No. 108/29.12.2006, amend. SG Issue No. 31/13.04.2007, amend. SG Issue No. 41/22.05.2007, amend. SG Issue No. 59/20.06.2007, amend. SG Issue No. 64/7.08.2007.

## Chapter One GENERAL PROVISIONS

**Article 1.** (1) This Act governs consumer protection, the powers of the public authorities and the activities of consumer associations in this field.

(2) The purpose of this Act is to protect the following basic consumer rights:

1. the right to information about goods and services;
2. the right to protection against risks resulting from the acquisition of goods or services which can threaten the lives, health or property of consumers;
3. (amend. - SG, Issue No. 64/2007, in force as of 08.09.2007) the right to protection of their economic interests when acquiring goods or services in the presence of misleading, illegal comparative advertising, unfair commercial practices or selling methods, or unfair terms of contract or warranty on goods;
4. right of compensation for damage caused by defects of the goods;
5. the right to initiate court or out-of-court proceedings to settle consumer disputes;
6. the right to receive training on consumer protection;
7. the right to form associations in order to protect consumer interests;
8. the right to be represented before the public authorities that make decisions on matters which affect them.

**Article 2.** In their conduct of public policy with regard to various branches and sectors of the economy, government bodies shall take account of consumer interests.

**Article 3.** (1) The rights of consumers provided for in this law cannot be restricted. Any clause which preventively cancels or restricts these rights shall be invalid.

(2) Any waiver of rights granted under this Act shall be invalid.

(3) (In force as of 01.01.2007) Any clause in any agreement to the effect that the law of a foreign state which is not a member of the European Union is applicable, and which renders the provisions of this Act or the law of another Member State of the European Union inapplicable, shall be void.

## Chapter Two INFORMATION PROVIDED TO THE CONSUMER Section I

### General obligation for provision of information

**Article 4.** Before obtaining the goods or using the services the trader must provide the consumer with relevant information, allowing the consumer to make their choice, which includes:

1. all characteristics of the goods or services, which shall be made known to the consumer, including composition, package, as well as instruction of usage, assembly and maintenance;
2. price, quantity, way of payment and other contract conditions;

3. (repealed - SG Issue No. 64/2007 in force as of 08/09/2007)
4. the dangers connected to the normal usage, exploitation or maintenance of the goods or services;
5. the conditions of usage of the goods or services; their influence on other goods and services in case of mutual usage or exploitation;
6. conditions and term of the guarantee;
7. expiration date.

**Article 5.** (1) The trader must provide the information on the goods or services in written form or in another relevant way, which allows its perception by the consumer. When presented in written form, the information must be presented in Bulgarian language and in the units of measurement of the International System of Unit SI.

(2) The information shall be true, complete and intelligible.

(3) (Repealed - SG Issue No. 64/2007 in force as of 08/09/2007)

**Article 6.** The trader must define designated places, separate from the places of the other goods on the business premises, and to inform in advance and in an appropriate manner the consumers, when offering:

1. second-hand goods;
2. non-food goods the shelf life of which has expired and whose sale is not harmful to the life and health of the consumers;
3. goods which divert from the predefined parameters whose sale is not harmful to the life and health of the consumers;
4. discounted goods.

**Article 7.** The traders shall not be relieved of their obligations provided for in Articles 4-6 even if they have not received the necessary information by the supplier or the producer.

**Article 8.** (1) The trader must post near the entrance of the business premises the following information:

1. the name of the company and the registered address of the trader;
2. the given and family name of the person in charge of the establishment;
3. The work hours of the business premises.

(2) When the business premises are closed, the trader shall notify that on the same place where the work hours are indicated.

(3) The announced work hours shall be compulsory for the trader.

## **Section II**

### **Labelling of the goods**

**Article 9.** (1) The trader must offer to the consumers goods, which are labelled in Bulgarian language or also in Bulgarian language, except in cases where the information referred to in

paragraph 2 may be displayed by widely used symbols, such as pictograms and other signs, which are easy to understand by the consumers, or by using well-known names for the origin of the goods.

(2) It shall be mandatory that the label contains information on the producer and importer, if the goods are imported, on the type of the goods, its essential characteristics, expiration date and conditions of storage and, if necessary, instructions of usage.

(3) The information on the label shall be intelligible, simple, clear, easy to be distinguished, and shall not be misleading.

(4) The trader shall have no right to remove or alter the label, the marking or whatever other information is presented by the producer or importer, if, by doing so, he will mislead the consumers;

(5) When offering goods, apart from labels, other means of informing the consumers may be used, which clarify and complement the data on the label, if this is provided for in Article 12.

**Article 10.** (1) Goods, packaged or pre-packed, shall contain information on their quantity on the package, or, in case of no package, on the goods themselves.

(2) The producer or the person who has packaged or packed the goods shall be responsible for indicating the quantity, and, when the goods are imported, the importer shall be responsible for this information.

(3) When the quantity of the goods, packaged or pre-packed, is not indicated by the producer, importer or the person, who packaged or packed the goods, the trader must indicate the quantity on the goods, on their packaging or on a sign placed next to the goods.

**Article 11.** When the nature of the goods does not allow labelling, the trader must provide the consumer with written information on the data as per Article 9, paragraph 2 in another suitable way or by provision of the relevant documents.

**Article 12.** The Council of Ministers shall adopt regulations on:

1. the requirements to different groups of goods, their labelling and /or the methods of testing their basic characteristics;

2. the goods, imitating food.

### **Section III.**

#### **Instructions on usage of the goods**

**Article 13.** (1) The goods, whose usage requires technical knowledge, goods containing dangerous substances, or goods, whose usage requires special skills or the following of special safety requirements, shall be accompanied by instructions on usage, prepared by the producer.

(2) The instructions on usage of the goods shall contain information, needed by consumers in order to correctly and safely use, install, connect, maintain or store the goods. When necessary, the instructions on usage shall contain a list of consisting parts and details of the goods.

(3) The producer, trader, or any other person who offers imported goods on the market, according to paragraph 1, must provide the instructions of its usage in Bulgarian language.

**Article 14.** At the request of the consumer and when the nature of the goods allows that, the trader must show how the goods function.

## Section IV

### Indication of the prices of the goods and services

**Article 15.** (1) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Each trader shall put the selling price of the goods at an easy-to-see place in the close proximity of the goods. (2) The selling prices of the goods, offered in catalogues, shall be indicated next to the image or the description of the goods. **Article 16.** The selling price and the unit price of the goods and services must be unambiguous, easily understandable and clearly legible and must not mislead the consumers.

**Article 17.** In case the selling price of the goods or services is composed by different elements with respective selling prices, the sum of the selling prices shall be written intelligibly and exactly as a final price.

**Article 18.** The trader may inform in advance the consumers for their readiness to negotiate a discount of the announced price or some of its announced elements.

**Article 19.** (1) The price of the goods should be indicated in BGN.

(2) The price shall be indicated per the respective unit of measurement and per package, if different, or per item.

(3) (Repealed - SG Issue No. 64/2007 in force as of 08.09.2007)

(4) At the business premises, the indicated selling price and the unit price shall include:

1. the value added tax (VAT) and all additional taxes and fees, and
2. the price of all goods and services, which shall be paid additionally by the consumer, in the cases where they should be obligatorily sold or performed by the trader.

(5) The indication of different prices for one and the same type of goods at the business premises shall be prohibited, except in the cases provided for in Article 6.

**Article 20.** (1) The trader must simultaneously indicate the selling price and the unit price of the goods, offered at the business premises, by means of labels, price lists, boards or in another suitable way. When the nature of the goods allows labelling, the selling price may be indicated on the label.

(2) The selling price of the following shall not be a subject to indication:

1. goods, used when providing a service;
2. goods sold through a tender and/or through an auction;
3. antiques and works of art.

(3) The unit price shall not be indicated, if it is identical with the selling price.

**Article 21.** Any advertisement of goods, which mentions their selling price, shall also indicate the unit price.

**Article 22.** (1) For packaged goods, the price of the quantity and the unit price shall be indicated on the package, and, if this is not possible, in the close proximity of the goods.

(2) In case of offering pre-packaged goods, the indicated selling price and unit price shall refer to the net weight of the goods.

(3) In case of sale of one-pack goods, the traders may indicate only the selling price.

**Article 23.** For goods sold in bulk, only the unit price shall be indicated.

**Article 24.** (1) Any trader who offers services to the consumers must indicate in advance their selling prices on a price list, posted at a prominent place at the business premises. In the cases, where the posting of a price list is not practical because of the range of the offered services, the trader may draw up a price list in the form of a brochure, which shall be made available to each consumer before the provision of the service and upon its payment.

(2) The price list shall be unambiguous, clearly legible and understandable.

(3) The requirements of paragraph 1 shall not be applicable in the cases according to Article 26.

**Article 25.** (1) When the services are provided outside of business premises, the trader shall inform the consumer on the price of the services.

(2) When the services are provided at the business premises, the trader must indicate the price in a clear way and at a place, which may be easily seen from the outside of the business premises.

**Article 26.** (1) When the consumer requests a service which differs from the services normally provided by the trader, the trader may make an offer as the price shall be negotiated individually.

(2) The offer shall include:

1. the name and address of the trader;

2. the type and nature of the service to be provided, and the possible supplies to be delivered;

3. the selling price or the price, specified in compliance with the parameters according to the type of service indicated by the consumer;

4. the duration of the offer.

(3) In case the offer is not free of charge, the consumer shall be informed on its price before it has been prepared.

**Article 27.** (1) The selling price of the service shall be indicated in BGN.

(2) The selling price of the service shall include VAT and all other taxes and fees, payable by the consumer, as well as the price of all goods and services, which should be paid additionally by the consumer.

(3) The indication of different prices for one and the same service at the business premises is prohibited. If, despite this, there are different prices indicated for the same service, the consumer shall pay the lower price.

**Article 28.** The persons who are involved in business activity with parking-meter zones and garages, must indicate the prices of the parking places in close proximity of the entrance, at a place which may be easily seen by the consumers.

**Article 29.** The persons involved in business activity with petrol and gas stations must place boards with prices of the offered fuels so that they are visible by the drivers, travelling on the side of the roadway where the petrol or gas station is built.

**Article 30.** The trader must issue a document for the sale, which must contain at least the date of the sale, the price as well as the type of goods or service.

**Article 31.** The Minister of Economy and Energy shall adopt Regulations on providing information to consumers and on indication of prices of certain types of goods or services.

### **Chapter Three**

#### **MISLEADING AND COMPARATIVE ADVERTISING (TITLE AMEND. - SG ISSUE No. 64/2007 IN FORCE AS OF 08.09.07)**

##### **Section I General Provisions**

**Article 32.** (Amend. - SG Issue No. 64/2007 in force as of 08.09.07) The purpose of the regulations of Part Three is to protect traders and consumers against misleading advertising and the negative consequences thereof and to lay down the conditions when the comparative advertising is allowed.

**Article 33.** (1) Advertising means the making of representation in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations.

(2) (Amend. - SG Issue No 64/2007 in force as of 08.09.2007) Misleading advertising, as well as unallowed comparative advertising, is prohibited.

**Article 34.** (1) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) The advertiser and the advertising agency, which has prepared the advertising, shall be responsible for misleading advertising and unallowed comparative advertising.

(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Any natural or legal person with legal interest may file a written request to the Consumer Protection Commission to prohibit any advertising, they consider misleading or unallowed comparative advertising.

(3) The Consumer Protection Commission shall deliver an opinion on the filed request and shall inform the person concerned by provision of Article 180.

**Article 35.** (1) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) When the Consumer Protection Commission finds that the advertising is misleading or unallowed comparative one, the Chairperson of the Commission shall issue an order, which:

1. shall prohibit the publication of the advertising, before its publication, when the advertising has not been published yet but its publication is imminent and inevitable;

2. shall cease the advertising.

(2) The Chairperson of the Consumer Protection Commission may require the advertiser to furnish evidence as to the accuracy of factual claims in advertising, and in case of comparative advertising – to require the advertiser to furnish such evidence in a short period of time, determined by him/her.(3) The Chairperson of the Consumer Protection Commission may require the advertiser and/or the advertising agency to announce at its own expense and in an appropriate manner the order under paragraph 1 or a part of it, as well as the respective corrected advertising.

(4) The Chairperson of the Consumer Protection Commission shall undertake the measures under paragraphs 1-3 officially or as a result of a request filed according to Article 34, paragraph 2.

**Article 36.** (1) The order of the Chairperson of the Consumer Protection Commission must contain the grounds and the motives for prohibition or cessation of the advertising.

(2) (Amend. - SG Issue No 30/2006 in force as of 12.07.2006) The order shall be subject to appeal according to the provisions of the Administrative Procedure Code.

(3) The appeal of the order shall not stop its execution, unless otherwise ruled by the Court. **Article 37.** (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) The Order under Article 35, paragraph 1 shall not be an obstacle to take legal action before the Court according to Chapter Nine, Section III to cease or prohibit actions or commercial practices which are harmful to the collective interests of the consumers, or a claim of damages resulting of a misleading or unallowed comparative advertising.

## **Section II**

### **Misleading Advertising**

**Article 38.** (1) Misleading advertising is any advertising which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or whom it reaches and which, by reason of its deceptive nature, is likely to affect their economic behaviour or which, for those reasons, injures or is likely to injure a competitor.

(2) In determining whether advertising is misleading, account shall be taken of all its features and in particular of any information it contains concerning:

1. the characteristics of goods or services, such as their availability, nature, execution, composition, method and date of manufacture or provision, fitness for purpose, uses, quantity, quantity, geographical or commercial origin or the results to be expected from their use, or the results and material features of tests or checks carried out on the goods or services;
2. the price or the manner in which the price is calculated, and the conditions on which the goods are supplied or the services provided;
3. the nature, attributes and rights of the advertiser, such as the nature, attributes and rights of the advertiser, such as his identity and assets, his qualifications and ownership of industrial, commercial or intellectual property rights or his awards and distinctions.

## **Section III**

### **Unfair Advertising (Repealed - SG Issue No. 64/2007 in force as of 08.09.2007)**

**Article 39.** (Repealed - SG Issue No. 64/2007 in force as of 08.09.2007)

## **Section IV**

### **Comparative Advertising**

**Article 40.** means any advertising which explicitly or by implication identifies a competitor or goods or services offered by a competitor.

**Article 41.** Comparative advertising shall be permitted when the following conditions are met:

1. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) it is not misleading within the meaning of Article 38 and Article 68e, 68f, 68g;
2. it compares goods or services meeting the same needs or intended for the same purpose;
3. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) it objectively compares one or more material, relevant, verifiable and representative features of those goods and services, which may include price;

4. it does not create confusion in the market place between the advertiser and a competitor or between the advertiser's trade marks, trade names, other distinguishing marks, goods or services and those of a competitor;
5. it does not discredit or denigrate the trade marks, trade names, other distinguishing marks, goods, services, activities, or circumstances of a competitor;
6. compares goods having the same designation of origin;
7. it does not take unfair advantage of the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products;
8. it does not present goods or services as imitations or replicas of goods or services bearing a protected trade mark or trade name.

**Article 42.** Any comparison of goods, related to offering goods and services under special conditions, must indicate clearly and explicitly the start date of offering the goods and services at special prices or any other specific conditions, and the end date of the offer, or that the offer is valid until depletion of the goods and services, when necessary.

**Chapter Four**  
**COMMERCIAL PRACTICES AND MEANS OF SALE**  
**Section I**  
**Contracts concluded away from business premises**

**Article 43.** (1) A contract concluded away from business premises is a contract between a trader and a consumer for the supply of goods or services, concluded:

1. during a visit by the trader to the consumer's place of work, home or the home of another consumer, where the visit does not take place at the express request of the consumer;
2. during travel organised by the trader.

(2) For the purposes of Paragraph (1) the term trader shall mean a natural or legal person which concludes contracts away from its business premises as part of its commercial or professional activities, or any person authorised to conclude such transactions on behalf of and in the interests of that trader.

**Article 44.** The provisions of this Section shall be applicable to:

1. contracts for the supply of goods or services other than those for which the consumer expressly requested the visit of the trader, if, when sending the invitation the consumer did not and could not know that the supply of those other goods or services formed part of the trader's commercial or professional activities;
2. contracts signed at the proposal of the consumer in the circumstances described in point (1) and Article 43(1), even if the consumer was not bound by his or her proposal before its acceptance by the trader;
3. proposals to conclude a contract made by the consumer in the circumstances referred to in point (1) and Article 43(1), where the consumer is bound by his or her proposal;
4. contracts for the supply of goods and their incorporation into an immovable property or contracts for the repair of immovable property.

**Article 45.** The provisions of this Section shall not be applicable to:

1. contracts the value of which is less than 120 BGN;



2. contracts for the construction, sale or rent of immovable property and contracts concerning other rights over immovable property;
3. contracts for the regular supply of foodstuffs or beverages or other household goods intended for everyday consumption;
4. contracts for the supply of goods or services, provided that all of the following conditions are met:
  - a) the contract is concluded on the basis of a catalogue with which the consumer has been able to get acquainted in the absence of the trader's representative;
  - b) contacts between the consumer and the trader's representative concerning this or other transactions are intended to continue;
  - c) both the catalogue and the contract clearly inform the consumer of his right to return the goods to the trader within a period of not less than seven days of receipt or to cancel the contract within that period without further obligations other than to take reasonable care of the goods;
5. insurance contracts;
6. securities contracts .

**Article 46.** (1) In case of contracts concluded away from the business premises, the trader shall be obliged to give consumers notice of their right of cancellation, together with the name and address and way to exercise this right.

(2) The information under paragraph 1 shall be given to the consumer in writing and shall state particulars enabling the contract to be individualized as well as the date on which the consumer has been informed on his right of cancellation.

(3) The information under paragraph 1 shall be given to the consumer as follows:

1. in the cases as per Article 43 paragraph 1 – at the time of the conclusion of the contract ;
  2. in the cases as per Article 44, item 1 – no later than the time of conclusion of the contract;
  3. in the cases as per Article 44, items 2 and 3 - when an offer is made by the consumer for conclusion of a contract.
- Article 47.** (1) The consumer shall have the right to cancel the contract concluded away from the business premises, without being liable for damages or indemnities, by giving a written notice within a period of seven days as of the receipt of the notice referred to in Article 46 paragraph 1.

(2) The consumer shall be released from his obligations under the contract concluded away from the business premises, as of the date of giving the notice to the trader according to paragraph 1.

(3) When the trader has provided the consumer with the notice referred to in Article 46, paragraph 1, the cancellation period shall be three months as of the date of conclusion of the contract.

## **Section II**

### **Distance sales contracts**

**Article 48.** (1) A distance sales contract means any contract concluded as a result of an offer made by the supplier to the consumer as a part of a sales or service-provision scheme according to which the parties have no physical contact from the date on which the offer is made to the date of the contract conclusion.

(2) Supplier under paragraph 1 means any natural or legal person who, acting in their commercial or professional capacity, concludes a distance sales contract with a consumer.

(3) When an offer is made by the supplier and when a request is made by the consumer for distance sale, the following means of distance communication shall be used:

1. addressed or non-addressed printed materials;
2. standard letter;
3. advertising in the media accompanied by an order coupon;
4. catalogue;
5. telephone (with or without human intervention);
6. radio;
7. television;
8. video telephone;
9. videotext;
10. computer;
11. e-mail;
12. Internet;
13. fax.

(4) A means of distance communication shall mean also any other means of communication, in addition of those referred in paragraph 3, which may be used to conclude a distance sales contract.

**Article 49.** (1) Use by a supplier of the following technical means requires the prior consent of the consumer:

1. automated calling system without human intervention;
2. facsimile machine (fax);
3. e-mail.

(2) The means of distance communication, other than those referred in paragraph 1, which allow individual communication, may be used only where there is no clear objection from the consumer.

**Article 50.** (1) The provisions of the present Section shall not apply to contracts:

1. concluded by means of automatic vending machines or automated commercial premises;
2. (amend. - SG Issue No. 41/2007) concluded with telecommunications operators through the use of public payphones;
3. concluded for the construction and sale of immovable property or relating to other immovable property rights, except for rental.

(2) (New - SG Issue No. 105/2007 in force as of 01.01.07) The provisions of Articles 48 – 55 and Articles 58, 59 and 61 shall not apply to contracts for provision of distance financial services under the Provision of Distance Financial Services Act.

(3) (Former paragraph 2 - SG Issue No. 105/2007 in force as of 01.01.2007) The provisions of Articles 52, 54, 55 and 58 shall not apply in relation to contracts:

1. for the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to the home of the consumer, to his residence or to his workplace by regular roundsmen;

2. for the supply of the following services: provision of accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period.

**Article 51.** (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) The offer and sale by distance contracts shall be prohibited for:

1. medicines, food additives and homeopathic products;
2. other products, presented to be with healing properties.

**Article 52.** (1) The supplier shall be obliged, before the conclusion of the contract, to provide the consumer with the following information in good time:

1. the name and address of the supplier;
2. the main characteristics of the goods or services;
3. the price of the goods or services including all taxes and fees;
4. the postal or transport costs, not included in the price of the goods or services, in connection with their delivery;
5. the cost of using telecommunication, where it is calculated in a manner different from the one indicated in the main pricelist;
6. the arrangements for payment, delivery or performance of the contract;
7. the fact that the consumer has the right of withdrawal and the conditions for returning the goods or cancelling the service, except in the cases referred to in Article 55(2);
8. the period for which the offer or the price remains valid;
9. the minimum duration of the contract in the case of contracts for the supply of products or services to be performed permanently or recurrently.

(2) The information referred to in paragraph 1 shall be provided in a clear and comprehensible manner appropriate to the means of communication used, shall underline the commercial character of the proposal and shall respect the principles of good faith in commercial transactions and fair commercial practice.

(3) In the case of telephone communications the supplier shall inform the consumer about his identity and the commercial purpose of the call shall at the beginning of the conversation .

**Article 53.** (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) (1) The supplier shall have no right to take an advance payment, unless the consumer has given his explicit consent.

(2) Paragraph (1) shall not apply to the provision of information society services pursuant to the Electronic Commerce Act and to the provision of electronic communication services pursuant to the Electronic Communications Act.

**Article 54.** (1) The supplier shall confirm the information referred to in Article 52(1) in writing or on a different durable support not later than the date of delivery of the goods or the execution of the contract.

(2) The information provided to the consumer in writing shall include:

1. the name and business address of the supplier to which the consumer may address any complaints;

2. the consumer's right of withdrawal, the conditions and procedures for exercising that right;
3. the conditions for cancelling the contract, where it is of unspecified duration or a duration exceeding one year.
4. information on after-sales services and warranty provided.

(3) The provisions of paragraph 1 and paragraph 2, items 2, 3 and 4 shall not apply to services which are performed through the use of a means of distance communication, where they are supplied on only one occasion and are invoiced by the operator of the means of distance communication.

(4) An operator of a means of communication means any natural or legal person whose trade, business or profession involves making one or more means of distance communication available to suppliers.

**Article 55.** (1) The consumer shall have the right to withdraw from the concluded contract within a period of seven working days without penalty and without giving any reason. The period for the exercise of this right shall begin on:

1. the day of receipt of the goods by the consumer, where the obligations laid down in Article 54 – for goods, have been fulfilled;
2. the day of conclusion of the contract or the day on which the obligations laid down in Article 54 have been fulfilled after conclusion of the contract but no later than the period referred to in paragraph 3 – for services.

(2) Paragraph 1 shall not apply to the following types of contracts:

1. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) for provision of services if performance has begun, with the consumer's explicit agreement, before the end of the period referred to in paragraph 1;
2. for supply of goods or provision of services, the price of which is dependent on fluctuations in the financial markets which cannot be controlled by the supplier;
3. for supply of goods produced according to the consumer's specifications or clearly personalised;
4. for the supply of goods which, by reason of their nature, cannot be returned or expire rapidly or are liable to deterioration of their quality;
5. for the supply of audio or video recordings or computer software which were unsealed by the consumer;
6. for the supply of newspapers, magazines and periodicals;
7. for gaming and lottery services.

(3) The consumer may exercise his right of withdrawal from a distance sales contract for financial services within a period of 14 days.

(4) In case the supplier has failed to fulfil his obligations laid down in Article 54, the consumer may withdraw from the concluded contract within a period of 3 months as of the day of receipt of the goods or as of the day of conclusion of the contract for service provision.

(5) In case the information referred to in Article 54 is supplied to the consumer within the period laid down in paragraph 4, the period referred to in paragraph 1 shall begin as of the date on which the information is provided.

(6) The supplier shall be obliged to reimburse the total sums paid by the consumer no later than 30 days as of the date, on which the consumer has exercised his right of withdrawal.

(7) The consumer shall be obliged to keep the goods delivered by the supplier, their quality and safety during the period laid down in paragraph 1.

**Article 56.** (1) When the purchase of goods or services is covered by credit granted to the consumer by the supplier or by a third party on the basis of an agreement between the third party and the supplier, the credit agreement shall be cancelled, if the consumer exercises his right to withdraw from the distance contract.

(2) When the credit agreement referred to in paragraph 1 is cancelled 1, the consumer does not owe any penalty to the supplier or the person giving the credit.

(3) Any agreement between the parties, which is not in compliance with the provision of paragraph 2, shall be void.

**Article 57.** (Repealed - SG Issue No. 105/2006 in force as of 01.01.2007)

**Article 58.** Unless the parties have agreed otherwise, the supplier must execute the order within a maximum of 30 days from the day following that on which the consumer forwarded his order to the supplier by means of distance communication.

**Article 59.** (1) Where a supplier fails to fulfil his obligations under the contract on the grounds that the goods or services ordered are unavailable, the consumer must be informed of this situation and must be able to obtain a refund of any sums he has paid within 30 days as of the day the supplier was supposed to fulfil his obligations under the contract.

(2) The supplier may provide the consumer with goods or services of equivalent quality and price provided that this possibility was provided for prior to the conclusion of the contract or in the contract itself. In this case the supplier shall inform the consumer in a clear and comprehensible manner on the change in the contract execution.

(3) Where under the conditions of paragraph 2 the supplier provides anything different from what was concluded and the consumer exercises his right of withdrawal, the cost of returning the goods shall be borne by the supplier, and the consumer must be informed of this.

**Article 60.** In case of fraudulent use of a consumer's bank card in connection with a distance sales contract, the consumer shall have the right to request cancellation of a payment and be recredited with the sums paid and have them returned within 30 days as of the moment the bank which issued the card has been informed.**Article 61.** The supplier shall be obliged to prove that:

1. (amend. - SG Issue No. 105/2006 in force as of 01.01.2007) he has fulfilled his obligation to provide information to the consumer according to Article 52 and Article 59, paragraphs 1 and 2;

2. he has received the consumer's consent to conclude a distance contract, and

3. he has received the consumer's consent to perform the contract, if necessary.

### **Section III** **Means of sale**

**Article 61a.** (New – SG Issue No. 64/2007 in force as of 08.09.2007) The provisions of this Section aim to protect the traders and consumers against the use of means of sale referred to in Articles 62–68.

**Article 62.** (1) The unsolicited supply of goods or provision of services to the consumer against payment, shall be prohibited.

(2) Where the consumer receives unsolicited supply of goods or services, he shall not be obliged to return the goods and to pay the goods or service to the person who has sent or provided it.

(3) The absence of response on the part of the consumer shall not constitute his consent.

**Article 63.** Any announcement for reduction of prices shall indicate:

1. the goods and services or the group of goods and services for which the price reduction is valid;
2. the conditions under which the price reduction is made;
3. the period within which the goods and services are sold at reduced prices.

**Article 64.** The announcement of price reduction shall be made in one of the following ways:

1. by quoting the new price next to the old price which is crossed out, or
2. by using the words "old price" and "new price," followed by the respective amounts, or
3. by indicating a percentage of reduction, where the new price is quoted next to the old one which is crossed out.

**Article 65.** (1) Any announcement of price reduction shall indicate the old price, which the trader has been applying within a certain period before the day of application of the price reduction.

(2) Old price means the price that has been applied by the trader during a period not less than a month before the date of the price reduction.

(3) Paragraph 2 shall not apply to foodstuffs and goods which expire rapidly.

**Article 66.** (1) The announcement of price reduction shall not be applied for a period longer than one month and less than one working day.

(2) The announcement of price reduction may be valid for a period longer than one month, but no longer than 6 months, in the following cases:

1. full or partial sale of the goods in stock in case of sale of the business premises;
2. full or partial sale of the goods in stock at the business premises in case of partial cessation of the business activity of the trader, under the condition that this reason has not been used over the past three years;
3. reorganisation and construction works at the business premises for a duration of more than 30 working days;
4. transfer of the company or liquidation.

**Article 67.** The offering of two or more goods or services for a common price, without an essential connection between the offered goods or services, shall be prohibited, except in the following cases:

1. any of the goods or services, offered together, may be purchased separately at the business premises at its regular price, and
2. the consumer is informed of the possibility as per item 1 as well as of the individual price of any of the goods or services.

#### **Section IV**

#### **Unfair commercial practices (New – SG Issue No 64/2007 in force as of 08.09.2007)**

**Article 68(b).** (New – SG Issue No 64/2007 in force as of 08.09.2007) The purpose of the Regulations in this Chapter is to protect the consumers against unfair commercial practices before, during and after an offer has been made by a trader to a consumer and/or conclusion of a contract for sale of goods or provision of services.

**Article 68(c).** (New – SG Issue No. 64/2007 in force as of 08.09.2007) The unfair commercial practices shall be prohibited.

**Article 68(d).** (New - SG Issue No. 64/2007 in force as of 08.09.2007) (1) Commercial practice related to the offering of goods or services is unfair if it does not fulfil the requirement of good faith and professional competence and if it distorts or is likely to materially distort the economic behaviour of the average consumer, whom it reaches or to whom it is addressed, or of the average member of a group of consumers, when a commercial practice is directed to a particular group of consumers.

(2) A commercial practice which is likely to materially distort the economic behaviour of certain groups of consumers who are particularly vulnerable because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group to which it is directed.

(3) The assessment under paragraph 2 shall not apply to advertising containing exaggerated statements or statements which are not meant to be taken literally.

(4) Commercial practices shall be considered unfair if they are misleading and aggressive as set out in Article 68 (f) – 68 (k).

**Article 68(e).** (New - SG Issue No. 64/2007 in force as of 08.09.2007) (1) A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements set out in paragraph 2 and causes or is likely to cause him to take a transactional decision that he would not have taken otherwise.

(2) The circumstances referred to in paragraph 1 shall include information on:

1. the existence or the nature of the goods or services;
2. the main characteristics of the goods or services, such as: availability, benefits, related risks, manufacture, composition, accessories of the goods or services, post-warranty customer assistance and complaint handling, method and date of manufacture or presentation of the goods or services, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin, the results to be expected from their use, or the results and material features of tests or checks carried out on the goods or services;
3. the extent of the trader's commitments, the motives for the use of the commercial practice and the nature of the sales process, as well as any statement or symbol, which give reasons to consider that the trader or the goods and services are subject to sponsorship or another form of direct or indirect support;
4. the price or the manner in which the price is calculated, or the existence of a specific price advantage in relation with the price;
5. the need for provision of an additional service, spare part, replacement or repair of the goods;
6. the nature, status and rights of the trader or his agent, such as his given and family names, Personal ID Number and permanent address of the natural persons and the name, unified identification code, registered address and the legal form of the legal entities, his assets, his qualification, authorisation for provision of activity, membership in professional organisations or

connection of other type, his ownership of industrial, commercial or intellectual property rights or his awards and distinctions;

7. the consumer's rights, including the right to replace the goods, to cancel the contract, to receive refund under Articles 112 – 115 or the risks the consumer may face.

(3) A commercial practice shall also be regarded as misleading if, in its whole factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a commercial decision that he would not have taken otherwise, and where it involves:

1. any marketing activity related to goods or a service, including comparative advertising, which creates confusion with any goods, service, trade mark, trade name or other distinguishing mark of a competitor;

2. non-compliance by the trader with commitments contained in codes of a fair commercial practice by which the trader has undertaken to be bound, where the commitments are obligatory and may be verified and the trader indicates in a commercial practice that he is bound by the code and its regulations.

**Article 68(f).** (New - SG Issue No. 64/2007 in force as of 08.09.2007) (1) A commercial practice also shall be regarded as misleading if, in its whole factual context, taking account of all its features and circumstances as well as the limitations of the communication medium, it does not provide material information that the average consumer needs, according to the context, to take an informed commercial decision and thereby causes or is likely to cause the average consumer to take a commercial decision that he would not have taken otherwise.

(2) Misleading is also any commercial practice, where through omission, taking account of the matters described in paragraph 1, the trader conceals essential information within the meaning of paragraph 1 or provides it in an unclear, unintelligible or ambiguous or untimely manner such essential information or fails to identify his commercial intent if not already apparent from the context, and where this causes or is likely to cause the average consumer to take a commercial decision that he would not have taken otherwise.

(3) Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether misleading commercial practice as per paragraph 2 has been used.

(4) In the case of an invitation to purchase the following information shall be regarded as essential according to paragraph 1, if not already apparent:

1. the main characteristics of the goods or the service, depending on the medium used for communication and the respective goods or service;

2. given and family names, Personal ID number and permanent address of the natural persons, name, unified identification number, registered address and the legal form of the legal entities, and, if needed, the address, name, respectively the firm or the unified identification number of the trader on whose behalf he is acting;

3. the price inclusive of all taxes, where the price cannot reasonably be calculated in advance, the manner in which the price is calculated shall be indicated, and, if necessary, all additional freight, delivery or postal charges or, where these additional charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable by the consumer shall be indicated;



4. the arrangements for payment, delivery, performance and the complaint handling, where they depart from the requirements of good faith and professional competence;
5. the goods and services, as well as the contracts, involving a right of withdrawal or cancellation, the information on existence of such a right.

(5) Essential information within the meaning of paragraph 1, is also the compulsory information as provided for in European Union Law on commercial communication, including those related to advertising and marketing, which is included in Annex II of Directive 2005/29/EC of the European Parliament and the Council concerning unfair commercial practices by traders to consumers on the internal market and the amendment of Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and the Council, and Regulation (EC) No 2006/2004 of the European Parliament and the Council.

**Article 68(g).** (New - SG Issue No. 64/2007 in force as of 08.09.2007) The following misleading commercial practices shall also be regarded as unfair:

1. claiming to be a signatory to a code of conduct when the trader is not;
2. displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation;
3. claiming that a code of conduct has an approval from a public or other body which it does not have;
4. claiming that a trader has authorisation to perform a certain activity or that certain goods or services have been approved, endorsed or authorised by a public or other body when he/it has not or where the trader does not comply with the terms of the approval, endorsement or authorisation;
5. making an invitation to purchase goods or service at a specified price without disclosing the existence of any reasonable grounds, due to which the trader will not be able to supply or to procure another trader to supply, those goods or services or equivalent goods or services at the specified price for a period that is, and in quantities that are, reasonable having regard to the goods or service, the scale of advertising of the product and the price offered;
6. making an invitation to purchase goods or services at a specified price and then, with the intention of promoting the purchase of another goods or service, the trader:
  - a) refuses to provide the consumer with the advertised goods or services;
  - b) refuses to take orders for these goods or services or to deliver them to the consumer within a reasonable time;
  - c) demonstrates a defective sample of the goods, offered for sale to the consumer;
7. falsely stating that certain goods or services will only be available for a very limited time, or that they will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice of the goods or services once they have got acquainted with them;
8. undertaking to provide post-warranty service to consumers with whom the trader has communicated in a language which is not an official language of the EU Member State where the trader is located before the conclusion of the contract and then making the post-warranty service available only in another language without clearly disclosing this to the consumer before the consumer is obliged to conclude a contract;

9. stating or otherwise creating the impression that certain goods or services can legally be sold when they cannot;
10. presenting rights given to consumers in law as a distinctive feature of the trader's offer for sale of goods or services;
11. using editorial content in the media or images, or sounds which may be clearly identified by the consumer, without stating explicitly that this is done within a campaign, financed by the trader for promotion of certain goods or services;
12. making statements, containing false facts concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the goods or services;
13. promoting goods or services similar to the goods manufactured by a certain manufacturer in such a manner as deliberately to mislead the consumer into believing that the goods are made by that same manufacturer when they are not;
14. establishing, operating or promoting pyramidal sales whose main function is not the sale or consumption of goods or services but the introduction of other consumers into the sales system, and the consumer pays to participate, receiving the opportunity to get back the paid amount by attracting other consumers into the system;
15. claiming that the trader is about to cease his activity or move premises when he is not;
16. claiming that certain goods increase the opportunities of winning in lottery or other games of chance;
17. falsely claiming that certain goods are able to cure illnesses, dysfunction of the human body or malformations;
18. passing on inaccurate information on market conditions or on the possibility of finding the goods or services on the market with the intention of inducing the consumer to acquire the goods or services at conditions less favourable than normal market conditions;
19. claiming, when using a given commercial practice, that a competition has been organised or that a prize might be won, without awarding the prizes described or their equivalent;
20. describing goods or services as "gratis", "free", "without charge" or similar if the consumer has to pay any amount other than the unavoidable cost of responding to the commercial practice, of taking possession of the goods or paying for their delivery;
21. including in advertising material an invoice or a similar document, seeking payment, which gives the consumer the impression that he has already ordered the goods or services, when he has not;
22. falsely claiming or creating the impression that the trader is not acting within the scope of his trade activity or falsely representing the trader as a consumer;
23. creating the false impression that post-warranty service in relation to a product is available in a EU Member State other than the one in which the product is sold.

**Article 68(h).** (New – SG Issue No 64/2007 in force as of 08.09.2007) A commercial practice shall be regarded as aggressive if, in its whole factual context, and taking account of all its features and

circumstances, by harassment, coercion, including the use of physical force, or undue influence, it significantly changes or is likely to significantly change the average consumer's freedom of choice or conduct with regard to the goods or service and thereby causes him or is likely to cause him to take a commercial decision that he would not have taken otherwise.

**Article 68(i).** (New - SG Issue No. 64/2007 in force as of 08.09.2007) In determining whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, account shall be taken of:

1. the period of time and location, where the commercial practice is used, nature and persistence of the commercial practice;
2. the use of threatening or abusive language or behaviour;
3. the exploitation by the trader of the information on any specific misfortune or circumstance of such gravity in relation to the consumer as to change the consumer's judgement, with the purpose of influencing the consumer's decision with regard to the goods or services;
4. any excessive or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to choose other goods or services or another trader;
5. any threat to take any action that cannot legally be taken.

**Article 68(k).** (New – SG Issue No 64/2007 in force as of 08.09.2007) The following aggressive commercial practices shall also be regarded as unfair:

1. creating the impression that the consumer cannot leave the premises until a contract is formed;
2. conducting visits to the consumer's home ignoring the consumer's request to leave or not to return except in circumstances, necessary for the enforcement of a contractual obligation by the trader;
3. making persistent and unwanted commercial communication by telephone, fax, e-mail or any other means of telecommunication except to carry out a contractual obligation as provided for by law and without violating the provisions of Article 49 of this Act, the Personal Data Protection Act and Article 6 of the Electronic Commerce Act;
4. obliging a consumer who wishes to receive indemnification in accordance with the conditions of an insurance contract, to produce documents which are not necessary for determining the reasonableness of his claim, or failing more than two times to respond to significant questions posed by the consumer, in order to dissuade a consumer from exercising his contractual rights;
5. in advertising: a direct exhortation to children to buy or persuade their parents or other adults to buy advertised goods or services for them;
6. demanding immediate or deferred payment for goods or services, supplied by the trader, which have not been solicited by the consumer or to demand their return or safekeeping by the consumer, except in the cases referred to in Article 59(2);
7. explicitly informing a consumer that if he does not buy the goods or services, the trader's job or livelihood will be in jeopardy;
8. creating the false impression that the consumer has already won, will win, or will on performing a particular act win a prize or other equivalent benefit, when:
  - a) there is no prize or other equivalent benefit, or
  - b) taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

**Chapter Five**  
**SAFETY AND QUALITY OF THE GOODS AND SERVICES**

**Section I**  
**General safety of the goods and services**

**Article 69.** (1) Manufacturers of goods and service providers shall be obliged to offer only safe goods and services to the consumers.

(2) For the purposes of Paragraph (1), the term manufacturer shall mean:

1. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) any person, established on the territory of the European Community or a state being a party to the European Economic Area Treaty, who has produced or processed the goods, and any other person established on the territory of the European Community or in a state, being a party to the European Economic Area Treaty presenting himself as the manufacturer by affixing his name, trade mark or other distinctive mark to the product;

2. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) the manufacturer's representative, when the manufacturer is not established on the territory of the European Community or a state being a party to the European Economic Area Treaty, or the importer of the goods when the manufacturer does not have a representative established on the territory of the European Community or a state being a party to the European Economic Area Treaty;

3. any other person in the supply chain, insofar as their activities may affect the safety properties of a product.

(3) A person providing services is any person who, within the scope of his professional activity, provides or performs services against payment.**Article 70.** (1) Safe goods or services shall mean any goods or services which, under normal or reasonably foreseeable conditions of use including duration of use, putting into service, installation (assemblage) and maintenance, do not present any risk or only the minimum risks compatible with the product's use, considered to be acceptable and consistent with a high level of protection for the safety and health of persons, taking into account the following:

1. the characteristics of the goods, including their composition, packaging, instructions for installation, assembly and maintenance, as well as any other instructions provided by the manufacturer;

2. the characteristics of the services and the instructions of usage given by the person providing the services;

3. the effect of the goods on other goods, where it is foreseeable that it will be used with other goods;

4. the presentation of the goods or services, the labelling of the goods, possible warnings and instructions for its use and disposal and any other indication or information regarding the goods or services given by the manufacturer or the person providing the services;

5. the categories of consumers at risk when using the goods or services, such as children, old people, pregnant and breast-feeding women.

(2) The availability on the market of goods or services with higher levels of safety or of goods or services presenting a lesser degree of risk shall not constitute grounds for considering another goods or services as dangerous.

(3) Dangerous goods or services shall mean any goods or services which are not safe as laid down in paragraphs 1 • 2 1 and 2.

**Article 71.** (1) The goods or services shall be considered safe where they are in conformity with the regulated safety requirements that should be met by the goods or services in order to be placed on the market.

(2) The goods or services shall be considered safe regarding the risks and risks categories, covered by the Bulgarian standards, transposing harmonised European standards, the references regarding which have been published by the European Commission in the Official Journal of the European Union.

(3) In case of lack of regulated requirements and standards as per paragraph 2 the conformity of the goods or services with the general safety requirements shall be assessed by taking into account the following elements:

1. the Bulgarian standards transposing European standards other than those referred to in paragraph 2;

2. the Bulgarian standards developed on a national level – in case of lack of standards as per item 1;

3. European Commission recommendations setting guidelines on goods safety assessment – in case of lack of standards as per item 2;

4. the rules for good practice, related to the safety of goods or services, which are in force in the sector concerned – in case of lack of recommendations as per item 3;

5. the actual state of science and technology – in case of lack of rules for good practice as per item 4;

6. the normally foreseeable consumer's expectations concerning safety – where it is not possible to take into consideration the actual state of science and technology.

(4) The conformity of the goods or services with the safety requirements as per paragraphs 1 - 3, shall not prevent the Regulatory bodies from taking appropriate measures to impose restrictions on the goods or services release on the market or to require the withdrawal of the goods from the market or recall the provision of the services where there is evidence that, despite such conformity, they are dangerous.

**Article 72.** The manufacturers of goods and the service providers shall offer goods and services to consumers after assessment and certification of their conformity with the standard safety requirements. The expenses on the assessment and certification of conformity shall be borne by the manufacturers of goods and the service providers.

**Article 73.** (1) Within the limits of their respective activity, the manufacturer of goods and the service provider shall give the consumers the necessary information to enable them to assess the risks inherent in the goods or the services throughout the normal or reasonably foreseeable period of their use, where such risks are not immediately obvious without adequate warnings by the manufacturer or the service provider. The presence of such warnings does not exempt the manufacturer or the service provider from compliance with the other requirements laid down in this Section.

(2) At the request of the Regulatory body, the manufacturer of goods and the service provider shall be obliged to give evidence that, before the placement of the goods or service on the market, they have done an assessment of the risks to the safety of consumers they may contain.

**Article 74.** (1) Within the limits of their respective activity, the manufacturer of goods and the service provider shall be obliged to take the necessary preventive measures to insure the safety of the goods or services.

(2) The measures referred to in paragraph 1 must be proportional to the characteristics of the goods or services, enabling the manufacturer of the goods or the service provider to:

1. be informed of risks which these goods or services might pose to the health and safety of the consumers;
2. be able to take appropriate actions including, if necessary to prevent these risks, withdrawal of the goods from the market or cessation of the provision of the services, adequately and effectively warning consumers or recall the goods from consumers.

**Article 75.** (1) Where appropriate, the manufacturer of goods or the service provider shall take, at his own initiative, the following preventive measures:

1. taking samples of goods, placed on the market, and subjecting them to safety analysis;
2. making analysis of the consumers' claims.

(2) Where appropriate, the manufacturer of goods or the service provider shall take, at his own initiative, the following measures:

1. keeping a register of consumers' claims;
2. keeping distributors informed of the measures taken under item 1 and paragraph 1 for monitoring the goods safety.

(3) The Regulatory bodies shall be able to order the manufacturer of goods or the service provider to undertake the measures laid down in paragraph 1 and 2.

**Article 76.** The manufacturer shall be obliged to ensure that the goods can be monitored all along the supply chain, by:

1. marking the goods in a way suitable for their identification, by placing an indication on the goods or on their package, containing the name of the manufacturer, other information about the manufacturer or about the batch of goods it belongs to.
2. keeping and providing at the request of the regulatory bodies the entire documentation, necessary for tracing the origin of the goods.

**Article 77.** (1) The Distributor shall be required to act with due care to help to ensure compliance with the general safety obligation, in particular by not supplying goods which he knows or should have known, on the basis of the information in his possession and as a trader, do not comply with the general safety requirement.

(2) Distributor shall mean any person in the supply chain whose activity does not affect the safety features of the goods.

(3) Within the limits of his activities, the distributor shall participate in monitoring the safety of products placed on the market, by:

1. providing information on the risks related to the goods usage;
2. keeping and providing documents necessary for tracing the origin of the goods;
3. cooperating with the manufacturer and the Regulatory bodies in the measures undertaken by them in order to prevent the risks;
4. undertaking other relevant measures.

**Article 78.** Within the limits of his activity, the distributor shall take measures enabling him to cooperate efficiently with the manufacturer and the Regulatory bodies.

**Article 79.** (1) Where a producer, distributor or a service provider knows or ought to know, on the grounds of the information in their possession, that the goods or services they have placed on the market pose risks to the health and safety of the consumers, they shall immediately inform the Regulatory bodies thereof, giving details, of action taken to prevent risks to the health and safety of the consumers. The information shall include at least the information as per Article 80.

(2) The conditions and the procedure for provision of the information under paragraph 1 shall be determined by a Regulation of the Council of Ministers.

**Article 80.** In the event of a serious risk to the health and safety of the consumers, the manufacturers, distributors and the service providers, shall provide the Regulatory bodies with:

1. information enabling a precise identification of the goods or services, or the batch of goods, which do not comply with the safety requirements;
2. a full description of the risk that the dangerous goods and services present;
3. all available information relevant for monitoring of the goods;
4. a description of the actions undertaken to prevent risks to consumers.

**Article 81.** (1) Within the scope of their respective activity, the manufacturers, distributors and the service providers, shall cooperate with each other and shall be obliged to cooperate with the Regulatory bodies in order to prevent or eliminate the risks, caused by goods or services that they supply or have already supplied.

(2) The procedure of implementing the cooperation between the manufacturers, distributors, service providers and the Regulatory bodies in terms of the exchange of information on the safety of the goods and services shall be established by a Regulation of the Council of Ministers.

**Article 82.** (1) Regulatory bodies under this Section are:

1. The Consumer Protection Commission – regarding the safety of non-food consumer goods and of services;
2. the regulatory bodies under the Foodstuffs Act – regarding the safety of foodstuffs ;
3. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) the Regulatory bodies under the Law on Health and Safety - regarding the safety of cosmetic products;
4. the authorities responsible for market monitoring under the Law on the Technical Requirements for the Products – regarding the safety of the goods within the scope of the said Law.

(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) The Consumer Protection Commission shall coordinate the activity of the Regulatory bodies as per paragraph 1, items 2, 3, and 4 in connection with the safety of non-food goods and services, and the Ministry of Health – in connection with the safety of food and cosmetic products.

(3) The Consumer Protection Commission and the Ministry of Health shall create and maintain an Internet site with information on the dangerous goods and services, which shall include at least the information as per Article 80.

(4) The Regulatory bodies as per paragraph 1, items 2, 3, and 4 shall collaborate and cooperate with the Consumer Protection Commission and the Ministry of Health, including by:

1. providing them with information on the dangerous goods and services found on the market;
2. informing them on the measures undertaken to prevent serious and immediate danger to the health of consumers, by which:

- a) they allow the placement of the goods or services on the market only if given conditions are met;
- b) they order the manufacturers and distributors to warn that the goods present a risk by proper marking;
- c) they oblige the manufacturers and distributors to inform consumers of the presence of risk;
- d) they give directions for temporary cessation of the supply of the goods or the provision of the services;
- e) they prohibit the supply of the goods or the provision of the services;
- f) they withdraw the goods from the market or order the manufacturers, distributors and service providers to withdraw the goods from the market or to cease the provision of the services;
- g) they recall the goods from the consumers or to order the manufacturers and distributors to recall the goods from the consumers.

(5) The Customs Authorities shall collaborate with the Regulatory bodies under paragraph regarding the imported goods according to their legal rights laid down in Article 78 (a) of the Law on Customs.

**Article 83.** Regardless of the type and nature of the goods or services, the relevant Regulatory body under Article 82 shall have the right to:

1. organise appropriate checks on the safety features of the goods or services, on an adequate scale, at all the stages of the supply chain, including after their placement on the market as safe, and their use or consumption by the consumer;
2. take samples of goods and subject them to safety analysis;
3. require all the necessary information from the parties concerned;
4. collect evidence.

**Article 84.** Where, under certain conditions, the goods or services may pose risks for the health and safety of the consumers, the Regulatory body shall have the right to:

1. order the manufacturer, distributor or the service provider to warn for the risks, the goods or services may contain; the warnings should be clearly worded and easily comprehensible for the consumers;
2. bind the placing of the goods or services on the market with prior conditions, the fulfilment of which shall make them safe;
3. require that the manufacturer or distributor mark the goods with clearly formulated and easily comprehensible warnings in Bulgarian language regarding the possible risks the use of goods may present.

**Article 85.** For any goods or services that could pose a risks for a certain category of consumers, the relevant Regulatory body may order the manufacturer, distributor or the service provider to warn these consumers of the risk in good time and in appropriate manner, including the publication of special warnings.

**Article 86.** (1) For any goods or services that could be dangerous, the relevant Regulatory body under Article 82 may temporarily ban their release on the market for the period necessary for performing control, checks and evaluation of their safety.



(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Where the safety check of the goods or services proves that they are safe for consumers, the Regulatory body shall repeal the ban under paragraph 1 within 24 hours after the proof that the goods are safe.

(3) (New - SG Issue No. 64/2007 in force as of 08.09.2007) Where the safety check of the goods or service proves that they are safe, the expenses of the safety check and evaluation shall be borne by the Regulatory body.

(4) (New - SG Issue No. 64/2007 in force as of 08.09.2007) Where the safety check of the goods or services proves that they are not safe, the expenses for the safety check and safety evaluation of the goods or services shall be borne by the person put under ban.

**Article 87.** Where goods, services or batch of goods are found to be dangerous to consumers, the Regulatory body shall ban their release on the market and shall take accompanying measures that ensure that the ban is complied with.

**Article 88.** (1) Where a Regulatory body finds out that certain marketed goods, services or a batch of goods, present or are likely to present a risk for the health and safety of the consumers, they shall be obliged, taking into consideration the manufacturing or trading conditions regarding the goods or service, to undertake the following measures:

1. to order the temporary cessation of the supply of the goods or the provision of the services on the market for the period needed to control, check and evaluate their safety; within a period of 24 hours after the proof of the safety of the goods, the Regulatory body shall deliver a decision on the imposed measure for temporary cessation of the supply of the goods or the provision of the services on the market;

2. to order or organise the immediate and effective withdrawal of the goods from the market or the cessation of the provision of the services, as well as to alert consumers about the risks the goods or services present;

3. to order or coordinate or, if necessary, to organise together with manufacturers and distributors the recall of the goods from consumers and their destruction.

(2) (New - SG Issue No. 64/2007 in force as of 08.09.2007) Where, the safety check under paragraph 1, item 1 proves that the goods or services are safe, the expenses on the safety check and evaluation of the goods or services shall be borne by the Regulatory body.

(3) (New - SG Issue No. 64/2007 in force as of 08.09.2007) Where, the safety check under paragraph 1, item 1 proves that the goods or services are dangerous, the expenses on the safety check and safety evaluation of the goods or service shall be borne by the person to whom the measure was addressed.

(4) (Former paragraph 2 - SG Issue No. 64/2007 in force as of 08.09.2007) The manufacturer or the distributor may prove by a compliance evaluation that part of the goods in the batch are not dangerous to the health and safety of consumers and may be released on the market. The expenses, connected with this proof, shall be borne by the manufacturer or the distributor.

(5) (Former paragraph 3 – SG Issue No. 64/2007 in force as of 08.09.2007) Any manufacturer or distributor, who has supplied or acquired one or more goods from the batch and who is aware of an order to cease the marketing of the goods, their withdrawal or recall from consumers, shall be obliged to inform the persons to whom he has supplied the goods, or the person from whom he has acquired the goods about the order.

**Article 89.** (1) The relevant Regulatory body may order the manufacturer, distributor or the service provider to bring the goods or services in compliance with the safety requirements.

(2) The Regulatory body may order the manufacturer, distributor or the service provider, after bringing the goods or services in compliance with the safety requirements, to subject them to test by an independent, impartial and competent authority within a period, defined by the Regulatory bodies.

(3) Where any goods or services are not subjected to a test as per paragraph 2, it shall be presumed that they do not comply with the safety requirements, unless the contrary is proven.

(4) Where bringing of the goods in compliance with the safety requirements is not possible, the Regulatory body may order the goods to be used for other purposes, to be returned to their country of origin, or to be destroyed within a given period of time.

**Article 90.** (1) The recall of the goods from consumers shall take place as a last resort. It may be effected where all other measures, taken by the manufacturers, distributors and Regulatory bodies are not sufficient to prevent the risk to consumers.

(2) The manufacturers and distributors shall recall the goods from the consumers, where the other measures, taken by the manufacturer, would not suffice to prevent the risks involved to the health and safety of the consumers.

(3) The regulatory bodies shall undertake the measures under Article 88, paragraph 1, where the measures undertaken by the manufacturers, distributors and suppliers would not suffice to prevent the risks involved to the health and safety of the consumers.

**Article 91.** Where the goods or services present a serious risk to the health and safety of consumers, the regulatory bodies shall undertake the relevant actions to apply quickly and efficiently the measures provided for in this Act.

**Article 92.** (1) In case of a serious risk to the health and safety of the consumers, the relevant regulatory body shall have the power to order a prohibition of the production, import, export, recompensed or non-recompensed placement of the goods on the market or to withdraw the goods from all commercial premises in which it is present, or to destroy the goods, where this is the only possibility to eliminate the danger. The order of prohibition shall be promulgated in the State Gazette.

(2) In the cases referred to in paragraph 1 the regulatory body shall have the power to order the manufacturers and distributors to warn the consumers, to give instructions on the use of the goods or to recall them from the consumers, by replacing them, repairing them or by compensating the consumers.

(3) Under the provisions of paragraph 1 the relevant regulatory body shall have the power to order the cessation of the provision of a certain service to the consumers.

(4) Where it is proven that the certain goods or services comply with the safety requirements, the regulatory body shall repeal the order as per paragraph 1. The repeal of the order shall be promulgated in the State Gazette.

(5) The order as per paragraphs 1 and 3 shall obligatorily indicate who shall bear the costs related to the storage, transportation, destruction or other activities related to the safety of the goods and services.

**Article 93.** Where, as a result of non-compliance with the requirements of this Section, the work or storage conditions of the manufacturer, or the service provider are such that the goods or services, produced, stocked, offered or placed on the market pose or could possibly pose a risk for the health or safety of the consumers, the relevant regulatory body shall have the power to order measures such as:

1. enhancement of the self-regulation on behalf of the manufacturer, supplier or distributor;

2. training of the personnel;
3. implementation of construction works;
4. cleaning, etc.

**Article 94.** The relevant regulatory bodies shall have the right to access the premises used for manufacturing, commercial and storage activities or to the premises where the services are provided, in the presence of the person performing the activity on these premises or in the presence of his representative.

**Article 95.** (Amend. - SG Issue No 30/2006 in force as of 12.07.2006) The measures provided for in this Section shall be applied by means of orders, issued by the Heads of the regulatory bodies as per Article 82 or by officials authorised by them, which may be repealed under the provisions of the Administrative Procedure Code.

**Article 96.** (1) The measures undertaken by the regulatory bodies under this Section shall be proportionate to the seriousness of the risk posed by the goods or services and shall have the sole purpose to prevent or eliminate the risk for the consumers.

(2) Depending on the case, the measures referred to in paragraph 1 shall be addressed to:

1. the manufacturer or the service provider;
2. the distributor and, in particular, the person responsible for the first release of the goods or the services on the market;
3. any other person, where such a person's cooperation with the regulatory bodies is necessary to prevent risks arising from the goods or services.

**Article 97.** (1) Before imposing the measures referred to in Article 96 the regulatory bodies shall give the opportunity to the person concerned to make an objection.

(2) Where, because of the urgent nature of the imposed measure, the person concerned did not have the opportunity to make an objection before the imposition of the measure, the regulatory body shall give this opportunity right after the measure is imposed.

**Article 98.** (1) The regulatory bodies shall accept and review complaints of consumers or other interested persons regarding the safety of the goods and services and the activities related to supervision and control of safety and to inform the complainant in writing of the results of the completed examination.

(2) The regulatory bodies shall draw up procedures and methodical guidelines for the examination of complaints of consumers and other interested persons regarding the safety of goods and services and the activities related to the safety control, and shall publish these on the website of the relevant authority and provide them to consumers on demand.

**Article 99.** The Council of Ministers shall adopt a regulation on the conditions and the order of withdrawal, recall and destruction of dangerous goods, and on compensating the consumers by reimbursement or replacement.

**Article 100.** (1) In case of a serious risk for the health and safety of consumers, the relevant regulatory body shall order the closure of the premises or a part of the premises or temporary cessation of activity of the manufacturer, distributor or the service provider.

(2) (Amend. – SG Issue No. 30/2006 in force as of 12.07.2006) The Order under paragraph 1 may be appealed by provision of the Administrative Procedure Code. The appeal shall not stop its application, unless decided otherwise by the Court.

**Article 101.** (1) The information on the dangerous goods and services, available to the regulatory bodies, is public. The regulatory bodies shall be obliged to provide this information to the persons concerned, as long as this is not an obstacle for the implementation of the supervision activity.

(2) The information referred to in paragraph 1 shall include:

1. identification of the goods or services;
2. description of the nature of risk;
3. the measures undertaken by the regulatory bodies to prevent the risk.

(3) The officials shall have no right to disclose information, which they have known or received as a result of implementing the provisions of this Section, and which constitutes professional secrecy.

(4) The provisions of Paragraph 3 shall not apply to the safety characteristics of the goods or services, if this information should be made public under the particular circumstances, in order to guarantee the health and safety of the consumers.

(5) Keeping a professional secrecy shall not be an obstacle for provision of the regulatory bodies with the information necessary to guarantee the effectiveness of the supervision activity regarding the safety of the goods or services.

(6) The regulatory bodies, which receive information constituting professional secrecy, shall be obliged to ensure its protection.

**Article 102.** The provisions of this Section shall not exclude or limit the application of the rules regarding the liability of the manufacturer for damages caused by a defect of the goods referred to in Section IV.

**Article 103.** An Order of a regulatory body to limit the placement of certain goods or services on the market or to withdraw goods from the market or recall it from the consumers shall not exclude and limit

## **Section II. Consumer goods guarantee**

**Article 104.** (1) Seller shall mean any natural or legal person who, under a contract, sells consumer goods in the course of his trade, business or profession.

(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Producer shall mean the manufacturer of consumer goods, the importer of consumer goods into the territory of the European Community or in a state, a party to the Agreement on the European Economic Area or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the consumer goods.

(3) Consumer goods shall mean any tangible movable item, with the exception of second-hand goods sold at public sales where consumers have the opportunity of attending the sale in person.

(4) Repair of consumer goods shall mean, in the event of lack of conformity, bringing consumer goods into conformity with the contract of sale.**Article 105.** (1) The seller must deliver to the consumer goods, which are in conformity with the contract of sale.

(2) The seller shall be liable for any lack of conformity with the contract of sale, which is present at the time of delivery of the goods or occurs up to 2 years after its delivery, even if he may be unaware of this non-conformity.

**Article 106.** Consumer goods are presumed to be in conformity with the contract if they:

1. possess the characteristics defined in the contract and are fit for the purposes for which consumer goods of the same type are normally used;

2. comply with the description held out by the seller as a sample or model:

3. are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted;

4. show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the consumer goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the manufacturer or his representative, particularly in advertising or on labelling of the consumer goods.  
**Article 107.** The seller shall not be bound by public statements, as referred to in Article 106, item 4, if he shows that:

1. he was not, and could not reasonably have been, aware of the public statements made, or

2. by the time of conclusion of the contract the public statements had been corrected, or

3. the decision to buy the consumer goods could not have been influenced by the public statements.

**Article 108.** Any lack of conformity of the consumer goods with the contract of sale, which becomes evident up to 6 months after the delivery of the goods, shall be considered to be present at the time of the delivery, unless there is evidence that the lack of conformity results from the nature of the goods or from the nature of the non-conformity.

**Article 109.** The consumer shall not have the right to contest the conformity of the consumer goods with the contract of sale if:

1. at the time the contract was concluded, the consumer was aware, or could not reasonably be unaware of the lack of conformity;

2. the lack of conformity has its origin in materials supplied by the consumer.

**Article 110.** (1) The seller shall be responsible for any lack of conformity with the contract of sale resulting from incorrect assemblage and installation of the consumer goods if the contract provides for the assemblage or installation to be implemented by the seller or under his responsibility.

(2) The seller shall be responsible for the lack of conformity of the consumer goods with the contract of sale if the goods are assembled or installed by the consumer but the lack of conformity is due to a shortcoming in the assembly or installation instructions.

**Article 111.** (1) Any agreements or contracts concluded with the seller before the occurrence of the lack of conformity of the consumer goods with the contract of sale, which limits or excludes the responsibility of the seller under this Section shall be void.

(2) Any agreement by which the consumer declares that he is aware of the lack of conformity of the consumer goods with the contract of sale before the conclusion of the contract, and the nature of the lack of conformity is not indicated, shall be void.

**Article 112.** (1) In case of a lack of conformity of the consumer goods with the contract of sale, the consumer shall be entitled to make a claim and to require the seller to bring the goods into conformity with the contract of sale. In this case the consumer may choose between the implementation of repair of the goods or their replacement with new ones, unless this is impossible or the way of indemnification chosen by him is disproportionate in comparison with the alternative one.

(2) A way of indemnification of the consumer shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative indemnification, are unreasonable, taking into account:

1. the value the consumer goods would have if there were no lack of conformity;

2. the significance of the lack of conformity;

3. the possibility of offering alternative indemnification to the consumer, which does not present significant inconvenience to him.**Article 113.** (1) The process of bringing the consumer goods in conformity with the contract of sale shall be completed within a month as of the date of filing the claim by the consumer.

(2) After the time limit provided for in paragraph 1 is over, the consumer shall have the right to rescind the contract and to have a reimbursement of the amount paid or to request a reduction of the price of the consumer goods as provided for in Article 114.

(3) The bringing into conformity of the consumer goods with the contract of sale shall be free of charge for the consumer. The consumer shall not be liable for forwarding of the consumer goods, or for materials and labour charges, connected to their repair and he shall not bear any significant inconveniences.

(4) The consumer shall be entitled to indemnification for damages that resulted from the lack of conformity.**Article 114.** (1) Where there is a lack of conformity of the consumer goods with the contract of sale and where the consumer is not satisfied by the outcome of the claim under Article 113, the consumer shall have the right to choose one of the following options:

1. rescinding of the contract and reimbursement of the amount paid by him;

2. reduction of the price.

(2) The consumer shall not be entitled of reimbursement of the amount paid or reduction of the price of the goods, where the seller agrees to replace the consumer goods with new ones or to bring to conformity the consumer goods within a month as of the date of the claim.

(3) The consumer is not entitled to have the contract rescinded if the lack of conformity of the consumer goods with the contract is minor.**Article 115.** (1) The consumer shall have two years as of the date of delivery of the consumer goods to exercise his right under this Section.

(2) The time period under paragraph 1 shall not include the time necessary to repair or replace the consumer goods or the time necessary to settle an agreement between the seller and the consumer regarding the solving of the dispute.

(3) The exercise of the consumer's right under paragraph 1 shall not be bound by any other time limit to make a claim, different from the time limit under paragraph 1.

**Article 116.** The seller, who is liable for the lack of conformity of the consumer goods, shall be entitled to pursue indemnification for suffered damages against the person liable for the lack of conformity, if they are in a direct or indirect contractual relationship, as well as against the manufacturer, where the manufacturer is liable for the lack of conformity of the goods.

Any clause of a contract which limits or excludes these trader's rights shall be void.

**Article 117.** (1) A trade guarantee shall mean any undertaking by a seller or manufacturer to the consumer, to reimburse the price paid for the consumer goods or to replace or repair the goods, or handle consumer goods, free of charge, if they do not meet the conditions set out in the trade guarantee statement or in the relevant advertising.

(2) The trade guarantee shall be legally binding on the offerer under the conditions laid down in the trade guarantee statement and the associated advertising.

**Article 118.** The trade guarantee shall be made available in writing to the consumer.

**Article 119.** (1) The trade guarantee statement shall imperatively include the following information:

1. content and scope of the trade guarantee;

2. the essential elements necessary for its application, notably: the duration of the trade guarantee, territorial scope, as well as the name and address of the guarantor.

(2) The information under paragraph 1 should be clear and intelligible.

**Article 120.** The trade guarantee statement shall show that, irrespective of the trade guarantee, the seller shall be liable for any lack of conformity of the consumer goods with the sales contract as provided for in this Act.

**Article 121.** The infringement of some of the requirements as per Articles 118, 119 and 120 shall in no way affect the validity of the trade guarantee and the consumer can still rely on the guarantee and require that it be honoured.

### **Section III**

#### **Claims**

**Article 122.** The consumer shall have the right to file a claim for any lack of conformity of the consumer goods with the contract of sale, including second-hand goods, where, after the delivery, at first examination or during storage, assemblage, tests or exploitation a lack of conformity with the sales contract has become evident.

**Article 123.** (1) The consumer shall have the right to file a claim for the goods or services, notwithstanding whether the manufacturer or the trader has provided the trade guarantee of the goods or services.

(2) Where the manufacturer or the trader has provided the trade guarantee for the goods and the claim is honoured by replacement of the goods with other goods in conformity with the contract, the trader shall keep the original guarantee conditions. Where the claim is honoured by repairing the goods, the implemented repairs shall be indicated in the guarantee card and the time for the repair shall be added to the guarantee period.

**Article 124.** (1) Where the consumer raises a claim for the goods, he shall have the right to claim for reimbursement of the amount paid, for the replacement of the goods with others in conformity, for reduction of the price or for repair free of charge as provided for in Articles 113 and 114.

(2) Where the consumer files a claim for a service, he shall have the right to claim for the implementation of the service in conformity with the contract, for reduction of the price or for reimbursement of the amount paid.

**Article 125.** (1) The claim shall be filed with the trader or with a person authorised by him.

(2) The claim shall be raised orally or in writing.

(3) Where the consumer files a claim, he shall indicate the nature of the claim, the preferred way of honouring the claim, respectively the required amount and contact details.

(4) Where a consumer files a claim, he shall imperatively attach the documents on which the claim is based:

1. cash register receipt or invoice;
2. protocols, acts or any other documents, ascertaining the lack of conformity of the goods or the service with the terms of contract;
3. any other documents, ascertaining the grounds and size of the claim.

**Article 126.** (1) The claim for consumer goods shall be filed within a period of two years as of the delivery date, but no later than two months after the lack of conformity with the terms of contract

has become evident. The claim on services shall be filed within 14 days as of the date the lack of conformity of the service with the terms of the contract has become evident.

(2) Where the duration of the guarantee given to the consumer is longer than the time limits for filing the claim under paragraph 1, the claim may be filed within the time limits of the guarantee.

**Article 127.** (1) The trader or a person authorised by him shall be obliged to accept the claim if it is duly filed.

(2) The persons under paragraph 1 shall be obliged to keep a register of the filed claims.

(3) Where the claim is raised, the persons under paragraph 1 shall imperatively describe the claim in the register.

(4) Acceptance of claims shall be possible during the whole business day in the commercial premises, where the goods have been purchased or the services have been ordered, or at the registered address of the trader, unless otherwise provided in the contract or in the guarantee document.

**Article 128.** (1) Where the trader has accepted that the claim is reasonable, he shall be obliged to honour it according to Articles 113 and 114.

(2) Where the trader honours the claim, he shall issue a document stating this in two copies and give one copy to the consumer.

**Article 129.** Filing a complaint with the trader shall not be an obstacle to filing a claim.

## **Section IV**

### **Liability for damages caused by defective goods**

**Article 130.** (1) The provisions of this Section shall apply to the liability of manufacturers, distributors and traders for damages caused by defective goods manufactured or supplied by them.

(2) Goods shall mean all movables, even if incorporated into another movable or immovable, including the following agricultural raw materials and products, which have not undergone initial processing: agricultural products, products and raw materials of stock-farming, hunting and fishery. Electricity shall also be a good.

(3) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Manufacturer shall mean any person, who professionally produces finished goods, raw materials or component parts and any person who, by putting his name, trade mark or other distinctive sign on the goods presents himself as its manufacturer. Manufacturer shall also mean any person who professionally imports into the European Community goods with a view to selling, hiring or leasing them or applying any other method to distribute them within the territory of the Community.

(4) Distributor or trader shall mean any person, other than a manufacturer, who puts goods into circulation. Goods are put into circulation when the manufacturer releases them voluntarily. Goods may be put into circulation only once.

**Article 131.** (1) The following shall give rise to liability for damages:

1. death or personal injury of a natural person;

2. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) damage to, or destruction of any object other than the defective goods themselves, for a value of at least 1000 BGN, provided that



the object is of a type ordinarily intended for private use and was used by the injured person for its proper purpose.

(2) The injured person shall be able to exercise his right of compensation for non-material damages caused by the defective goods in accordance with the general rules.

**Article 132.** (1) Goods are defective when they do not meet generally accepted requirements for regular use, taking all the following circumstances into account:

1. the presentation of the goods in the following respects: quality, quantity, name, type, composition, origin, durability, distinctive features, usual and possible use of the goods, advertising of the goods and the information provided on the goods, and

2. the time when the goods are put into circulation.

(2) Goods shall not be considered defective for the sole reason that better goods are subsequently put into circulation.

**Article 133.** (1) The manufacturer shall be liable for damages caused by his defective goods, irrespective of whether he has caused the defect of the goods or not.

(2) The manufacturer shall be liable for the defect even where the goods are manufactured according to the existing standards and good practices or where the goods are put into circulation with the permission of an administrative body.

**Article 134.** (1) (Amend. – SG Issue No. 64/2007 in force as of 08.09.2007) Where the manufacturer of the goods or the importer of the goods on the territory of the European Community cannot be identified, the liability under Article 133 shall be borne by any distributor or trader of the goods.

(2) The provisions of Paragraph 1 shall not apply, where the distributor or trader presents within 14 days the name and address of the manufacturer, importer or service provider.

(3) The distributor or trader shall not be able to direct the injured person to a person outside the Republic of Bulgaria.

**Article 135.** (1) Where two or more persons are liable for the same damage, they shall bear joint responsibility.

(2) In case of a damage caused by defective goods, included into another goods, the manufacturer of the component part and the person, who assembled the goods, shall bear joint responsibility.

**Article 136.** The injured person shall be required to prove the damage, the defect and the causal relationship between defect and damage.

**Article 137.** (1) The manufacturer shall not be liable under Article 133, if he provides evidence that:

1. he did not put the goods into circulation; or

2. having regard to the circumstances, it is probable that the defect which caused the damage did not exist at the time when the goods were put into circulation by him or that this defect came into being afterwards, or

3. the goods for sale or any form of distribution for economic purpose were neither manufactured by him nor manufactured or distributed by him in the course of his professional activity, or

4. the defect is due to compliance of the goods with mandatory regulations issued by the state authorities, or

5. the state of scientific and technical knowledge at the time when he put the goods into circulation was not such as to enable the existence of the defect to be discovered.

(2) The manufacturer of a component part shall not be liable under Article 133, if he proves that the defect of the component part is attributable to the design of the goods in which the component part has been fitted or to the instructions given by the manufacturer of the goods.

**Article 138.** (1) The manufacturer shall be relieved from liability under Article 133 or his liability shall be reduced, if the damages are caused both by the defective goods and by the fault of the injured person or any person for whom the injured person is responsible.

(2) The liability of the manufacturer shall not be reduced when the damage is caused both by the defective goods and by the act or omission of a third party.

**Article 139.** Any contractual term that provides for relief or limitation of the liability of the manufacturer towards the injured person regarding damages under this Section shall be void.

**Article 140.** (1) A limitation period of three years shall apply to claims for indemnification of damages, caused by defective goods. This period shall begin as of the day on which the plaintiff became aware, or should reasonably have become aware, of the damage, the defect and the identity of the manufacturer.

(2) For suspension or interruption of the limitation period, the provisions of the Obligations and Contracts Act shall apply.

**Article 141.** The rights of the injured person pursuant to this Section shall be lapsed upon the expiry of a period of 10 years as of the date on which the manufacturer put into circulation the actual goods which caused the damage, unless the injured person has in the meantime raised a claim against the manufacturer.

**Article 142.** The provisions under this Section shall not deprive the injured person of his right of compensation for damages according to another Act.

## CHAPTER SIX

### UNFAIR TERMS IN CONSUMER CONTRACTS

**Article 143.** An unfair term in contract, concluded with the consumer means any term, detrimental to the consumer, which is not in compliance with the requirement of good faith and causes a significant imbalance in the rights and obligations of the trader or supplier and the consumer, such as:

1. excluding or limiting the legal liability of a manufacturer, trader or supplier in the event of the death of a consumer or personal injury to the latter resulting from an act or omission of that trader or supplier;

2. excluding or limiting the legal rights of the consumer vis-à-vis the trader or supplier or another party in the event of total or partial non-performance or inadequate performance of any of the contractual obligations, including the option of offsetting a debt owed to the trader or supplier against any claim which the consumer may have against him;

3. making the implementation of trader's or supplier's obligations dependent on a condition which realization depends on their own will alone;

4. permitting the trader or supplier to retain sums paid by the consumer where the latter decides not to conclude or perform the contract, without providing for the consumer to receive indemnification

of an equivalent amount from the trader or supplier where the latter is the party not concluding or not performing the contract;

5. requiring any consumer who fails to fulfil his obligation to pay a disproportionately high indemnification or penalty;

6. authorizing the trader or supplier to dissolve the contract at his own discretion where the same facility is not granted to the consumer, or to retain the sums received for consideration where it is the trader or supplier himself who dissolves the contract;

7. enabling the trader or supplier to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so;

8. providing for an unreasonably short term for implicit consent regarding extension of a contract where the consumer does not indicate otherwise;

9. binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;

10. enabling the trader or supplier to alter the terms of the contract unilaterally on the grounds of a reason which is not specified in the contract;

11. enabling the trader or supplier to alter unilaterally without a valid reason any characteristics of the goods or service to be provided;

12. providing for the price of goods to be determined at the time of delivery or allowing the trader of goods or supplier of services to increase their price without in both cases giving the consumer the corresponding right to cancel the contract if the final price is too high in relation to the price agreed when the contract was concluded;

13. giving the trader or supplier the right to determine whether the goods or services supplied are in conformity with the contract, or giving him the exclusive right to interpret any term of the contract;

14. obliging the consumer to fulfil his obligations where the trader or supplier does not perform his;

15. giving the trader or supplier the possibility of transferring his rights and obligations under the contract, where this may serve to reduce the guarantees for the consumer, without the latter's agreement;

16. excluding or hindering the consumer's right to raise a claim or exercise any other legal remedy for solving the dispute, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should lie with another party to the contract;

17. limiting the trader's or supplier's obligation to respect commitments undertaken by his agents or making his commitments subject to compliance with a particular term;

18. posing other similar terms.

**Article 144.** (1) The provisions of Article 143, item 7 shall not apply to terms by which a supplier of financial services reserves the right to terminate unilaterally a contract of indeterminate duration without notice where there is a valid reason, provided that the supplier of financial services is required to inform the other contracting party or parties thereof immediately.

(2) The provisions of Article 143, item 10 shall not apply to terms, under which:

1. the supplier of financial services reserves the right to alter the rate of interest payable by the consumer or due to the latter, or the amount of other charges for financial services without notice

where there is a valid reason, provided that the supplier is required to inform the other contracting party or parties thereof within a seven-day period and that the latter are free to dissolve the contract immediately;

2. the trader or supplier of financial services reserves the right to alter unilaterally the conditions of a contract of indeterminate duration, provided that he is required to inform the consumer on the changes within a three-day period and that the consumer is free to dissolve the contract.

(3) The provisions of Article 143, items 7, 10 and 12 shall not apply to:

1. transactions in securities, financial instruments and other goods or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that the trader or supplier of financial services does not control;

2. contracts for the purchase or sale of foreign currency, traveller's cheques or international money transfers denominated in foreign currency.

(4) The provisions of Article 143, item 12 shall not apply to price-indexation terms, where lawful, provided that the method by which prices vary is expressly described in the contract.

**Article 145.** (1) The unfairness of a contractual term shall be assessed, taking into account the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances related to the conclusion of the contract and to all other terms of the contract or of another contract on which it is dependent.

(2) Assessment of the unfair nature of the contractual term shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplied or provided in exchange, on the other, in so far as these contractual terms are in plain intelligible language.

**Article 146.** (1) The unfair contractual terms shall be void, unless they are individually negotiated.

(2) The terms which are stipulated in advance and, therefore, the consumer had no influence on their content, especially in case of a contract of general conditions, shall not be considered as individually negotiated.

(3) Where some terms are individually negotiated, this shall not exclude the application of this Section to the rest of the contract.

(4) Where the trader or the supplier claims that a given term is individually negotiated, he shall have to provide the evidence of this.

(5) The presence of unfair terms in a contract, concluded with a consumer, shall not make it void, if the contract is applicable without these terms.

**Article 147.** (1) The contractual terms, offered to consumers, shall be intelligible and unambiguous.

(2) Where there is an uncertainty about a certain term, it shall be interpreted in favour of the consumer's interest.

**Article 148.** The Consumer Protection Commission:

1. shall prepare guidelines and recommendations for specific unfair contractual terms in general condition contracts or in contracts, used in certain branches or sectors of activity;

2. shall recommend the use of certain contractual terms, used in certain specific branches or sectors of activity;

3. shall negotiate with representatives of traders' associations the preparation of sample contracts, applicable for certain branches or sectors of activity.

## Chapter Seven

## **CONTRACT RELATING TO THE PURCHASE OF PARTIAL RIGHT TO USE IMMOVABLE PROPERTIES ON A TIMESHARE BASIS**

**Article 149.** Contract relating to the purchase of partial right to use an immovable property on a timeshare basis, shall mean any contract or group of contracts concluded for at least three years under which the vendor, acting within the scope of his professional activity concedes to the consumer, directly or through an agent, on payment of a certain global price a right to the use over one or more immovable properties for a specified or specifiable period of the year, which may not be less than 7 days.

**Article 150.** (1) Consumer shall mean any natural person who, acting outside the scope of his professional activity takes part in transactions covered by this Chapter, to whom the right to use an immovable property for a specifiable period of time is established or transferred.

(2) Immovable property shall mean any building or part of a building for use as accommodation which is the subject of the contract under paragraph 1.

(3) Vendor shall mean any natural or legal person who, acting within the scope of his professional activity, establishes, transfers or undertakes to transfer the right to use an immovable property on a timeshare basis.

**Article 151.** (1) When concluding a contract relating to the purchase of the partial right to use an immovable property on a timeshare basis, the vendor shall present in writing the following information:

1. a description of the immovable property or immovable properties, offered for use on a timeshare basis;

2. the information on circumstances under Article 152, paragraph 2, items 2 -9 and items 11 – 14, except those concerning the consumer;

3. guidelines regarding the possibilities to receive additional information.

(2) The information under paragraph 1 comprises an integral part of the contract for purchase of partial right to use an immovable property on a timeshare basis.

(3) The information under paragraph 1 may be amended only under the following conditions:

1. by mutual agreement of the vendor and the consumer;

2. where the changes are due to reasons beyond the control of the vendor; in this case the consumer shall be informed in writing on these changes before the contract is concluded.

(4) The contract for purchase of partial right to use an immovable property on a timeshare basis expressly shows the changes in the information made under paragraph 1.

(5) Any advertising of immovable property, subject to a contract for purchase of partial right to use an immovable property on a timeshare basis shall indicate the possibility of obtaining the information referred to in paragraph 1 and where it may be obtained.

**Article 152.** (1) The contract for purchase of partial right to use an immovable property on a timeshare basis shall be concluded in writing and a copy of it shall be given to the consumer.

(2) The contract shall include the following elements at least:

1. date and place of conclusion;

2. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) details on the contracting parties – given names, family name, personal ID Number and the permanent address for the natural persons and the name, unique identification code, registered address and the legal organisational form of the legal persons at the time of the conclusion of the contract;
3. details on the proprietor of the immovable property and/or the agent, if available, which contain the information under item 2;
4. the type and nature of the right of partial use which is the subject of the contract and conditions governing the exercise of the right to use the immovable property on a timeshare basis on the territory of the country in which the property concerned is located; the period of the year in which the property may be used, including from which date on; information on the legal requirements for use of the immovable property on a timeshare basis; in case those conditions are not fulfilled, information on the conditions to be fulfilled in order to obtain the right to use the property;
5. an accurate description of the immovable property and its location;
6. where the immovable property is under construction:
  - a) the state of completion of the immovable property;
  - b) a reasonable term for completion of the construction works;
  - c) information on the existence of a Building Permit, the number of the Building Permit, the name and address of the body, exercising the construction supervision; where the construction of the immovable property does not require a Permit, the date of the beginning of the construction works shall be indicated;
  - d) the state of completion of the immovable property accession to the public infrastructure (electricity, heat supply, water and drainage supply, telephone, etc.);
  - e) provided guarantees regarding duly completion of the construction works and a guarantee regarding reimbursement of any payment made by the consumer if the construction of the property is not completed within the stipulated term, as well as information on the operation of those guarantees in practice;
7. information on public services to which the consumer shall have access and on what conditions (electricity, water, maintenance, refuse collection, etc.);
8. common facilities and equipment within the immovable property, to which the consumer shall have access, such as swimming pool, sauna, etc., as well as on what conditions and at what price the consumer shall have access to them;
9. the principles on the basis of which the maintenance of and repairs to the immovable property and its administration and management shall be arranged;
10. the period within which the consumer may exercise his right to use the immovable property; its duration and recurrence; the date on which the consumer may start to exercise the contractual right;
11. the price the consumer has to pay to obtain the right to use the immovable property on a timeshare basis;
12. an approximate amount of the sum to be paid by the consumer for the use of common facilities and services on the immovable property; the basis for the calculation of the amount of charges relating to occupation of the property, the financial obligations (taxes, fees) and the administrative expenses for management, maintenance and repairs of the immovable property;

13. the order according to which the consumer may cancel or withdraw from the concluded contract; information on the person to whom any letter of cancellation or withdrawal should be sent, specifying also the arrangements under which such letters may be sent; information on the nature and amount of the costs which the consumer will be required to defray in this case pursuant to Article 155, paragraph 2;

14. the order for the cancellation of the credit agreement related to the contract for purchase of partial right to use an immovable property on a timeshare basis in the event the consumer cancels the main contract or withdraws from it;

15. confirmation that acquisition of the right to use an immovable property on a timeshare basis will not result in costs, charges or obligations other than those specified in the contract;

16. whether or not it is possible to exchange or sale the right to use an immovable property on a timeshare basis, and any costs involved, when the exchange or sale of that right is organised by the vendor or by a third party designated by him in the contract.

**Article 153.** (1) When the consumer resides on the territory of the Republic of Bulgaria or the immovable property or one of the immovable properties are situated on its territory, the contract for purchase of the right to use an immovable property on a timeshare basis and the information under Article 151 on the conclusion of the contract shall be prepared in the Bulgarian language.

(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Where the consumer resides on the territory of the Republic of Bulgaria or of any other Member State of the European Union, the contract and the information on the conclusion of a contract for purchase of right to use an immovable property on a timeshare basis shall be drawn in the Bulgarian language or in the language of the Member State of the European Union, in which the consumer resides or of which the consumer, by his own choice, is a citizen.

(3) Where the contract under Article 152 is drawn up in Bulgarian language and in another language, the consumer shall sign one of the two versions of the contract in the language, chosen by the consumer.

(4) Where the immovable property or one of the immovable properties is situated on the territory of a Member State of the European Union, and the contract is not drawn up in the language of this Member State, the vendor provides the purchaser with a legalized translation of the contract in the language of the Member State in which the immovable property is situated.

**Article 154.** (1) The consumer shall have the right to withdraw from the contract for purchase of the partial right to use an immovable property on a timeshare basis, without giving any reason and without being liable for indemnification or penalty, within 10 work days as of the date on which the both parties signed the contract or as of the date on which the vendor and the consumer signed a preliminary contract.

(2) The consumer shall have the right to terminate the contract within three months as of the date on which the both parties signed the contract or as of the conclusion of a preliminary contract if, as of the present moment, the contract does not include the information referred to in Article 152, paragraph 2, items 1 – 5, item 6 points “a” and “b”, and items 10 – 14 and 16.

(3) Where the vendor provides the information under Article 152, paragraph 2, items 1 – 5, item 6, points “a” and “b”, and items 10 – 14 and 16 within the three-month term under paragraph 2, the consumer shall have the right to withdraw from the contract without giving any reason and without being liable for indemnification or penalty within 10 work days as of the provision of the information.

(4) Where, after the expiration of the term under paragraph 2 the consumer has not exercised his right to cancel the contract and the contract does not contain the information under Article 152,

paragraph 2, items 1 – 5, points “a” and “b” and items 10 – 14 and 16, the consumer shall have the right to withdraw from the contract within 10 work days as of the date following the expiry of the term under paragraph 2 without being liable for indemnification or penalty.

**Article 155.** (1) A consumer who wants to exercise his right under Article 154 shall be obliged to notify in writing the person whose name and address appear in the contract pursuant to Article 152, paragraph 2, item 13. The notification shall be valid where it is made in writing and dispatched before the expiry of the respective term under Article 154.

(2) A consumer who exercises his right of withdrawal from the concluded contract under Article 154, paragraph 1, shall be required to pay to the vendor only those expenses which are incurred as a result of the conclusion of and withdrawal from the contract for actions which must be performed before the expiration of the term referred to in Article 154, paragraph 1. The amount of those expenses shall be explicitly mentioned in the contract.

(3) A consumer who wants to exercise his right under Article 154, paragraph 2 for termination of the contract, shall not owe to the vendor any expenses.

**Article 156.** No one shall have the right to require or receive any advance payments, under the contract, from the consumer or his agent before the end of the period during which he may exercise the right of withdrawal from the concluded contract pursuant to Article.

**Article 157.** Where the consumer pays fully or partly the price under the contract by credit granted by the vendor or by a third party on the basis of an agreement between the third party and the vendor, the cancellation or withdrawal of the consumer from the concluded contract under Article 154 shall lead to termination of the credit agreement without any liability for indemnification and/or penalty on the behalf of the consumer.

**Article 158.** Any agreement between vendor and consumer, which does not comply with the provisions laid down in this Act and is detrimental to the consumer's interests or limits the liability of the vendor under this Act, shall be void.

**Article 159.** (In force as of 01.01.2007) (1) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Where the immovable property is situated within the territory of a Member State of the European Union, and the law applicable to the contract does not contain provisions on consumer protection in accordance with the regulations of the European Parliament and the Council, the legislation of the Member State of the European Union where the immovable property is situated shall be applied.

(2) (Amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Where the legislation of a Member State of the European Union, referred to in paragraph 1 does not comply with the regulations of or there is no such legislation, the provisions of this Act shall be applied.

**Article 160.** (In force as of 01.01.2007, amend. - SG Issue No. 64/2007 in force as of 08.09.2007) Where the immovable property is situated on the territory of a non-Member State of the European Union and the consumer resides on the territory of the Republic of Bulgaria or of another Member State of the European Union, the consumer shall not be deprived of the protection pursuant to this Act or pursuant to the legislation of the Member State of the European Union, irrespective of the law applicable to the contract, provided that the following conditions are met:

1. the contract is concluded on the territory of the State where the consumer resides;
2. the contract is preceded by a specially prepared offer or advertising, as a result of which the consumer has taken steps to conclude the contract;



3. the contract is concluded in the State to which the consumer has travelled at the invitation of the seller, with the aim of concluding the contract.

**Article 161.** (1) Where the requirements laid down in Articles 152 and 153 are not met, the contract for purchase of the partial right to use an immovable property for a specified period of time shall not be valid.

(2) For cases not covered by this Section, the Obligations and Contracts Act shall apply.

## **Chapter Eight**

### **PUBLIC BODIES RESPONSIBLE FOR AND ORGANISATIONS ACTIVE IN THE FIELD OF CONSUMER PROTECTION**

#### **Section I**

##### **Administrative bodies responsible for consumer protection**

**Article 162.** The Minister of the Economy and Energy shall conduct and coordinate national policy in the field of consumer protection.

**Article 163.** The Minister of Economy and Energy shall take measures to integrate the consumer protection policy into the other sectoral and horizontal policies.

**Article 164.** (1)(Previous text of Article 164 - SG Issue No. 53/2006 in force as of 30.06.2006) The Minister of Economy and Energy:

1. shall make proposals to amend existing or to create new legislative acts in the field of consumer protection;
2. shall issue regulations in the field of consumer protection in the cases provided for by law;
3. shall deliver opinions on legislative acts relating to consumer protection;
4. shall lead the activities of the National Consumer Protection Board;
5. shall coordinate the activities relating to consumer protection of other administrative bodies;
6. shall cooperate with the administrative bodies responsible for consumer protection of other States and shall represent the Republic of Bulgaria before international consumer protection organisations ;
7. (New - SG Issue No. 53/2006 in force as of 01.01.2007) shall draw up a list of organisations in the Republic of Bulgaria which have legal standing to bring actions seeking the cessation or prohibition of activities or commercial practices which infringe the collective interests of the consumers.

(2) (New - SG Issue No. 53/2006 in force as of 01.01.2007) The list referred to in (1)(7) shall be drawn up on the basis of criteria to be laid down in a regulation issued by the Minister of Economy and Energy.

(3) (New - SG Issue No. 53/2006 in force as of 01.01.2007) The Minister of Economy and Energy shall provide the European Commission with the list of qualified organisations in the Republic of Bulgaria, as well as with their scope of activity and their legal organisational form.

**Article 165.** (1) The Consumer Protection Commission is a legal person on budget funding – a secondary authorising officer of budget credits, with its head office situated in Sofia. The

Commission shall be a collective body at the Minister of Economy and Energy, with regional units on the territory of the State.

(2) The Consumer Protection Commission consists of 5 members, including a Chairperson, who shall be appointed by the Prime-Minister for a period of 5 years in compliance with a Decision of the Council of Ministers. There are at least one jurist and one economist among the members of the Commission.

(3) The Consumer Protection Commission:

1. adopts an annual plan-program and periodic plans for implementation of supervision activity;
2. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) exercises control over the misleading and the unallowed comparative advertising, as well as the unfair commercial practices;
3. shall raise claims for the collective consumer protection;
4. shall prepare guidelines and recommendations in relation to specific unfair contractual terms;
5. shall exercise control over the safety of the goods and services in accordance with the requirements of this Act.

(4) The Chairperson of the Consumer Protection Commission:

1. represents the Commission and authorise the persons who shall represent it;
2. presides the meetings of the Commission;
3. (amend. - SG Issue No. 64/2007 in force as of 08.09.2007) shall organise and manage the activity of the Commission;
4. shall take the functions of a body that appoints the State employees and the functions of an employer for the employees working under legal employment contracts.
5. shall conclude contracts necessary for the activity and administration of the Commission, or shall authorise persons to conclude such contracts;
6. shall issue individual administrative acts, penal orders and impose coercive administrative measures, as well as empower officials to issue penal orders in the cases laid down in the statutory regulations.

(5) The Chairperson and the members of the Consumer Protection Commission shall be obliged to meet the following conditions:

1. to be Bulgarian citizens;
2. to have Master's degree;
3. to have at least 5 years of professional experience;
4. not to be sole proprietors, proprietors, partners, shareholders, managers (procurators), consultants or members of management bodies of trade corporations, State enterprises and non-profit legal entities.

(6) Each member of the Commission shall be obliged to reveal to the Commission in writing any substantial commercial, financial or other business interest, he and/or his family might have in taking a certain decision and shall abstain from its discussing and voting.

(7) A substantial commercial, financial or other business interest shall always be present for the persons under paragraph 6, as well as for persons, with whom any of them is economically bound, where they are subject to supervision under this Act.

(8) The rights of the members of the Commission shall be suspended in case of death or untimely:

1. on members' written request;
2. where there is incompliance with the requirements of this Act;
3. where the members are imprisoned for a deliberate crime of general nature;
4. in case, the members cannot fulfil their duties for more than three months.

(9) In case of suspension of the rights of a member of the Commission, within a month as of the day of the suspension, the competent authority designates and appoints a new member up to the end of the respective mandate.

(10) The activity, structure and organisation of the work and the number of the members of the Consumer Protection Commission and its administration shall be determined by organizational rules adopted by the Council of Ministers.

**Article 166.** The Mayor of the Municipality shall establish a consumer protection unit in the municipal administration, by means of which:

1. shall control pursuant to Chapter Two, Chapter Four, Section III and Chapter Five, Sections II and III;
2. shall consult the consumers on their rights laid down in this Act;
3. shall provide the Consumer Protection Commission with information on dangerous goods;
4. shall inform the competent authorities where infringements on other statutory regulations on consumer protection rights and interests are determined.

## **Section II**

### **Consumer Associations**

**Article 167.** (1) Individual citizens shall be free to associate in order to protect their rights and interests as consumers.

(2) The following persons should not occupy managerial posts in the management bodies of the Consumer Associations:

1. civil servants in the State Authorities and local Government Authorities, and the local administration, who perform consumer protection functions;
2. manufacturers, importers, traders and suppliers;
3. persons, who occupy managerial or supervising posts in a trade corporation or a cooperation;
4. persons, who occupy managerial posts in a political party or an organisation.

**Article 168.** (1) Consumer Associations are non-profit organisations, which:

1. act exclusively in compliance with the consumers interests;
2. are not associated with a particular political party;
3. are economically independent of manufacturers, importers, traders and suppliers;
4. are registered in the Ministry of Justice as non-profit organisations, appointed for the implementation of socially useful activity.

(2) The circumstances under paragraph 1, items 2 and 3 should be proved by a written statement.

**Article 169.** (1) Consumer Associations shall have the following rights:

1. to receive information about draft regulations concerning the rights and interests of consumers and to give statements on them;
2. to inform the regulatory bodies on cases of infringement upon consumer rights;
3. (amend. - SG Issue No. 41/2007) to receive information from the Government and Municipal Authorities on the projects of methods for formation of the social services prices, in connection with heat-supply, electricity supply, water-supply and canalisation, transport, postal services and electronic services;
4. to propose to all regulatory bodies to carry out checks, analyses and tests of goods and services;
5. to assist the settlement of disputes between consumers and traders;
6. to approach the Court in case of infringements upon the rights and interests of consumers in the cases and under the conditions laid down in this Act;
7. to conclude collective agreements with the Trader Associations.

(2) The State Authorities and local Government Authorities and the local administration render collaboration to the Consumer Associations in their activity in connection with the consumer protection.

**Article 170.** (1) A Consumer Association is considered as representative when it meets the following conditions:

1. carries out effective social activity related to the consumer interests protection, which is assessed according to:
  - a) carried out and distributed publications on consumer protection;
  - b) organised information campaigns for acquaintance of the consumers of their rights;
  - c) actions undertaken to protect the collective interests of the consumers;
2. the reception rooms established for provision of advice and information to consumers should be situated in one-third part of the district towns at least.

(2) The Consumer Associations give evidence of the circumstances under paragraph 1 in the presence of the Minister of Economy and Energy by presenting a report on the implemented activity on consumer protection for the previous year, which is presented up to the 31 January in the following year.

(3) Annually, the Minister of Economy and Energy draws up a list of representative Consumer Associations, which meet the requirements under paragraph 1, and this list is announced on the web site of the Ministry of Economy and Energy.

**Article 171.** (1) The representative Consumer Associations participate in the National Consumer Protection Board, in the collective and consulting bodies for consumer protection.

(2) The representative Consumer Associations make a reasoned offer to the Minister of Economy and Energy for nomination of representatives of Consumer Associations, who should participate in the collective and consulting bodies for consumer protection.

**Article 172.** (1) The State may fund the Consumer Associations under Article 196, in compliance with the volume and the social significance of the work performed for the consumers' interests.

(2) The funds under paragraph 1 are allocated by the Minister of Economy and Energy by their decision in compliance with the activity and upon observation of the principles of objectivity, transparency and impartiality.

(3) The Minister of Economy and Energy in coordination with the Minister of Finance issues a Regulation on the procedure and condition of provision of financial funds to the Consumer Associations.

### **Section III.**

#### **National Consumer Protection Board**

**Article 173.** (1) The National Consumer Protection Board shall be established as a consultative body at the Minister of Economy and Energy.

(2) The National Consumer Protection Board shall consist of a Chairperson, a Vice-Chairperson and 12 members.

(3) The Minister of Economy and Energy shall be the Chairperson of the National Consumer Protection Board, and the Vice-Minister of Economy and Energy, responsible for the consumer protection policy shall be the Vice-Chairperson.

(4) The National Consumer Protection Board shall include a representative of the Ministry of Health, the Ministry of Agriculture and Forests, the Ministry of Economy and Energy, the Ministry of Transport, the Ministry of Finance and the Consumer Protection Commission at the Minister of Economy and Energy each, as designated by the respective Ministers, and six representatives of the representative Consumer Associations.

(5) The representatives of the representative Consumer Associations are designated on the basis of the reasoned request to the Minister of Economy and Energy, signed at least by the two-thirds of the Associations under Article 170.

(6) The nominal members of the National Consumer Protection Board are designated by an Order of the Minister of Economy and Energy.

**Article 174.** (1) The Minister of Economy and Energy shall issue rules for the work of the National Consumer Protection Board.

(2) The Ministry of Economy and Energy shall provide for the administrative servicing of the operation of the National Consumer Protection Board.

**Article 175.** (1) The National Consumer Protection Board shall:

1. consult the Minister of Economy and Energy about the enforcement of effective consumer policy;
2. prepare programs for the enforcement of consumer policy;

3. propose through the Minister of Economy and Energy amendments to the existing legal framework of consumer protection;
4. submit proposals to the relevant State Authorities in connection with the effective enforcement of the consumer protection legislation;
5. give opinion on draft legislation in connection with consumer rights;
6. encourage the conclusion of agreements between Consumer Associations and Trader Associations;
7. discuss other issues in connection with consumer rights.

(2) Committees and working groups may be established at the National Consumer Protection Board at the decision of the latter for the resolution of specific issues.

**Article 176.** The National Consumer Protection Board shall be convened by the Minister of Economy and Energy at least once in four months and may take decisions, where its meeting is attended by at least two-thirds of its members. Decisions shall be made by a simple majority vote. The National Consumer Protection Board shall be convened by the half of its members.

**Article 177.** The members of the National Consumer Protection Board shall not receive any remuneration for their work in the Board.

## **CHAPTER NINE**

### **CONSUMER DISPUTES**

#### **Section I.**

##### **Consumer complaints and reports**

**Article 178.** (1) For infringement of the rights provided for them by this Act, the consumers and the Consumer Associations are entitled to present reports, complaints and claims to the regulatory bodies, which perform consumer protection functions. The copies of reports, complaints and claims may be sent to the above-mentioned bodies.

(2) The reports, complaints and claims may be presented in written form, orally or in another appropriate manner. When it is necessary to present the report, complaint and claim in a written form or it should meet the specific requirements, the presenter receives relevant explanations.

(3) The reports, complaints and claims presented to an incompetent authority, are transmitted to a competent authority no later than 7 days after their receipt while their presenters are notified. The report, complaint or claim should not be transmitted if there is information that the issue was remitted to a competent authority.

**Article 179.** (1) The State Authorities must register the reports, complaints and claims presented to them by the consumers and institute proceedings for their examination. The proceedings should not be instituted on anonymous reports.

(2) The Authority to which the report, complaint or claim is presented must give directions to the consumer and explain him his rights and obligations.

(3) If the claims are irregular or groundless or could not be satisfied due to objective reasons, the persons presented these claims are indicated with reasons for this.

**Article 180.** (1) When the report, complaint or claim does not require an examination, the competent authority must examine the case and make a decision within a period of 14 days and in other cases - in one-month period after the date of the presentation of the report, complaint or claim.

(2) The decision on the report, complaint or claim is announced in written form to the presenter and other interested parties and organisations, if available, within a period of 7 days after the date of its pronouncement.

(3) The decisions of great social significance may be announced in the press or in another appropriate manner by the decision of the Authority which pronounced them.

(4) When the report, complaint or claim contains a request, which is not honoured, the competent authority states their reasons and motives for this in their response to the presenter.

**Article 181.** (1) The reports, complaints and claims presented for the second time in connection with an issue with a pronounced decision, should not be examined unless they are in connection with the execution of the decision or are based on new facts and circumstances.

(2) The reports, complaints and claims which are not examined are returned to the presenter and the reasons for this are announced to him.

(3) The reports, complaints and claims which are honoured under paragraph 2 but which contain new circumstances are honoured only in relation to the new circumstances.

## Section II

### Reconciliation Committees

**Article 182.** (1) The Minister of Economy and Energy shall establish Reconciliation Committees to assist the settlement of disputes between consumers and traders, including in connection with the warranty liability, the right to complain of goods or services, and unfair contractual terms, with the commercial practices and contracts, concluded with the consumers.

(2) The Minister of Economy and Energy shall issue an Order to specify the head office and territory of operation of the Reconciliation Committees and approve the list of members of such committees assisting the attainment of settlement between consumers and traders. The Order shall be published in the State Gazette.

(3) The assistance under paragraph 1 shall be provided at a request of a consumer who is resident or has his head office on the territory of operation of the respective Reconciliation Committee.

(4) The procedure at the Reconciliation Committee is not an obligatory premise for filing the claim at the Court.

**Article 183.** (1) The Reconciliation Committee shall include a representative of the Consumer Protection Commission designated by its Chairperson, a representative of the Trader Association and a representative of the Consumer Association. The latter two representatives shall be selected from the approved list under Article 182, paragraph 2 at the proposal of the respective Associations, depending on the subject of the request.

(2) Where no Reconciliation Committee can be established due to the absence of a representative of the Trade Association or of the Consumer Association, the Minister of Economy and Energy shall

issue an Order to establish the Reconciliation Committee to assist the settlement of disputes within the territory where no Reconciliation Committee can be established.

**Article 184.** (1) The Reconciliation Committee shall assist the voluntary settlement of disputes through an agreement signed between the parties to the dispute.

(2) Where a party to the dispute fails to fulfil its obligations under the agreement, the other party may take the dispute, which is the subject of the agreement to the Court.

**Article 185.** The Minister of Economy and Energy shall issue rules for the work of Reconciliation Committees.

### **Section III**

#### **Means of collective protection. Claims for cessation of infringements and for indemnification of consumers**

**Article 186.** (1) (In force as of 01.01.2007, amend. – SG Issue No. 53/2006, second sentence amend. - SG Issue No. 59/2007, in force as of 01.03.2008) The Consumer Protection Associations, included in the list under Article 164, paragraph 1, item 7, may file a claim for cessation or prohibition of actions or commercial practices, which violate the collective interests of the consumers. The claim is regarded under Chapter 33 “Procedure of general claims” of the Civil Procedure Code.

(2) Infringement of collective interests of consumers is any action, which damages collective interests of consumers and is not in compliance with the Provisions of:

1. (amend. - SG Issue No. 64/2007, in force as of 08.09.2007) Chapter Three, Section II “Misleading advertising”; Chapter Four, Section I “A Contract negotiated away from business premises” and Section II “Distance sales contract”, Chapter Five, Section II “Consumer goods guarantee“, Chapter Six “Unfair terms in consumer contracts” and Chapter Seven “Contracts relating to the purchase of the right to use immovable properties on a timeshare basis”.

2. Chapter Four, Section II “Organised group and individual tourist trips with a total price” of the Tourism Act;

3. Chapter Four “Advertising, radio and television market and sponsorship” of the Radio and Television Act;

4. (amend. - SG Issue No. 53/2006, in force as of 30.06.2006, amend. - SG Issue No. 31/2007, in force as of 13.04.2007) Chapter Ten “Advertising of medicinal products” of the Medicinal Products in Human Medicine Act;

5. (new - SG Issue No. 51/2006, in force as of 24.12.2006) Electronic Commerce Act;

6. (new - SG Issue No. 53/2006, in force as of 30.06.2006) Consumer Credit Act;

7. (new - SG Issue No. 105/2006, in force as of 01.01.2007) of the Provision of Distance Financial Services Act;

8. (previous item 5 - SG Issue No. 51/2006, in force as of 24.12.2006, previous item 6, amend. - SG Issue No. 53/2006, in force as of 30.06.2006, previous item 7 - SG Issue No. 105/2006, in force as of 01.01.2007) other acts, relevant to the consumer protection or

9. (new - SG Issue No. 53/2006, in force as of 30.06.2006, amend. SG Issue No. 59/2006, in force as of 01.01.2007, previous item 8 - SG Issue No. 105/2006, in force as of 01.01.2007) national law of a Member State of the European Union, which enacts the following Directives:



- a) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council relating to the approximation of the laws, regulations and administrative provisions of the Member States concerning misleading advertising;
  - b) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council relating to protection of the consumer in respect of contracts negotiated away from business premises;
  - c) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council relating to the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit;
  - d) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the pursuit of television broadcasting activities;
  - e) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council of 13 June 1990 on package travel, package holidays and package tours;
  - f) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council on the advertising of medicinal products for human use;
  - g) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the Council on unfair terms in consumer contracts;
  - h) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the European Parliament and the Council on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis;
  - i) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the European Parliament and the Council on the protection of consumers in respect of distance contracts;
  - j) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the European Parliament and the Council on certain aspects of the sale of consumer goods and associated guarantees;
  - k) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the European Parliament and the Council on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (“Directive on electronic commerce”);
  - l) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) of the European Parliament and the Council concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC;
  - m) (new - SG Issue No. 64/2007, in force as of 08.09.2007) Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council.
- (3) (amend. SG Issue No. 53/2006, in force as of 30.06.2006, amend. SG Issue No. 64/2007, in force as of 08.09.2007) The Consumer Protection Commission may file a claim for cessation or prohibition of actions or commercial practices, which violate the collective interests of the consumers, excluding claims under Chapter Three, Section II “Misleading advertising”.

**Article 186a.** (new - SG Issue No. 53/2006, in force as of 01.01.2007) A claim under Article 186, paragraph 1, may be filed by a qualified organisation of a Member State of the European Union, on the territory of which the infringement of the collective interests of consumers, performed on the territory of the Republic of Bulgaria, had its effects.

(2) A qualified organisation may file a claim under paragraph 1, on condition that:

1. the infringement harms the interests, which are a subject of protection of this qualified organisation;
2. the organisation is included in the list of qualified organisations, drawn up by the European Commission and promulgated in the Official Journal of the European Union.

(3) The Court decides whether the scope of activity of the qualified organisation, included in the list under paragraph 2, item 2, allows them to file a claim for the protection of collective interests of consumers.

**Article 186b.** (new - SG Issue No. 53/2006, in force as of 01.01.2007, repealed - SG Issue No. 59/2007, in force as of 01.03.2008)

(1) (amend. SG Issue No. 64/2007, in force as of 08.09.2007) The Court immediately examines the claim under Article 186, paragraphs 1 and 3, and pronounces a decision within 14 days after the submission of the claim request. On the day of the submission of the claim request on the basis of the reasoned and sustained with evidence claim, the Court imposes security measures for cessation of infringements under the Civil Procedure Code.

(2) The decision of the Court is subject to immediate enforcement, whether it is appealed or not. The appeal of the decision does not stop its enforcement.

(3) Within 7 days after the rendition the Court sends a copy of the decision to the Minister of Economy and Energy.

**Article 187.** When it adopts that a specified commercial practice or an action represents an infringement under Article 186, the Court may:

1. oblige the manufacturer, the importer, the trader or the supplier to announce at its own expense and in an appropriate manner the Court Decision in full or in part and/or to make a public corrective statement with a view to eliminate the effect of the infringement;
2. order the manufacturer, the importer, the trader or the supplier to cease the illegal commercial practice or to eliminate the unfair term from the contract in a specified period;
3. lay down other appropriate measures for cessation of the infringements at request of the parties under Article 186, paragraph 1.

**Article 188.** (1) Consumer Associations are entitled to file a claim for indemnification of damages, caused to the collective interests of consumers.

(2) (repealed - SG Issue No. 59/2007, in force as of 01.03.2008) Damages, caused to the collective interests of consumers, are present when there is determined an infringement of the statutory provisions for consumer protection under Article 186, paragraph 2, notwithstanding whether the circle of injured parties may be specified or not and notwithstanding whether the damages are actually suffered or the interests of consumers are exposed to danger.

(3) (Repealed - SG Issue No. 59/2007, in force as of 01.03.2008) The Court adjudicates the indemnification to the Consumer Association and determines the amount of indemnification in equity.

(4) When the claim for indemnification is filed by more than one Consumer Association, the indemnification is adjudicated in favour of all plaintiffs for common disposal.

(5) The received indemnification may be spent only for protection of consumer interests.

**Article 189.** (1) When the damages are caused to two or more consumers, the Consumer Associations may file a claim before the Court on their behalf for indemnification for damages, suffered by the consumers, on condition that:

1. the consumers may be identified;
2. the consumers have suffered personal damages, caused by the same manufacturer, importer, trader or supplier, and the damages are of the same origin;
3. the Consumer Association has been authorised by an explicit written Power of Attorney for a procedural representation at least by two consumers, to file a claim on behalf of these consumers and to represent them in the proceedings.

(2) (repealed - SG Issue No. 59/2007, in force as of 01.03.2008) The Court specifies the way in which the Consumer Association by their own account should announce the preference of the claim.

(3) (repealed- SG Issue No. 59/2007, in force as of 01.03.2008) Within a month as of the date of the announcement, each consumer who has suffered damages and has given their consent on the conditions under paragraph 1, may state before the Court their willingness to take part in the proceedings or to defend themselves independently in a separate proceedings in a common procedure for filing a claim.

(4) The conditions under paragraph 1 should be available for the filing of the civil claim under the Penal Code.

(5) (repealed - SG Issue No. 59/2007, in force as of 01.03.2008) All the subpoenas, notifications and announcements, concerning the consumer, are sent to the Association, which represents them.

**Article 190.** (repealed- SG Issue No. 53/2006, in force as of 30.06.2006) The claims under this Section are filed according to the place of perpetration of the infringement or to the permanent residence or the head office of the defendant.

**Article 190a.** (new - SG Issue No. 53/2006, in force as of 30.06.2006, repealed- SG Issue No. 59/2007, in force as of 01.03.2008) In view of the fact that no particular rules are provided for in this Chapter, the relevant Provisions of the Civil Procedure Code are applied.

## **Chapter Ten**

### **ENFORCEMENT**

**Article 191.** (1) This Act shall be enforced by the Consumer Protection Commission at the Minister of Economy and Energy.

(2) The enforcement under Chapter Five, Section I “General safety of the goods and services” is implemented by the Authorities under Article 82.

(3) The enforcement under Chapter Two, Chapter Four, Section III and Chapter Five, Sections II and III is implemented by the consumer protection units in the municipal administration.

**Article 192.** Officials of the Enforcing Authorities under Article 191 shall have the right to:

1. unhindered access to production facilities and commercial premises;
2. require the necessary documents in connection with their supervisory activities;
3. take samples and specimens for laboratory tests;

4. involve experts in the respective sphere, where the inspection is particularly complicated and requires special knowledge;
5. draw up statements on infringements observed.

**Article 192a.** (new - SG Issue No. 105/2006, in force as of 01.01.2007) (1) Officials of the Consumer Protection Commission shall have the right to:

1. access to all documents related directly or indirectly to the infringement of this Act, regardless of the document format;
2. order to each person to provide information on the any known infringements of this Act;
3. carry out on-the-spot examinations.

(2) The Chairperson of the Consumer Protection Commission shall have the right to:

1. order in a written form the infringer to cease the infringement of this Act;
2. require the infringer to declare that they will cease the infringement of this Act and, if necessary to charge them to make the declaration public;
3. order the cessation or the prohibition of any infringement of this Act and, if necessary, to make the order for cessation or prohibition of the infringement public.

**Article 193.** Officials of the Enforcing Authorities under Article 191 shall:

1. establish facts accurately in the course of their supervisory activities;
2. issue mandatory prescriptions on the elimination of irregularities and infringements of the Act;
3. give opinion on the objections in connection with the infringements observed;
4. not disclose the official, industrial and commercial secret and the findings of inspections prior to their completion, as well as refrain from using the information from the inspections for purposes other than the purposes of the inspection proper;
5. advise the respective specialised Enforcing Authority in cases, where they believe that another statutory regulation has been infringed.

**Article 194.** The specialised Enforcing Authorities provided for in other statutory regulations, whose supervisory functions are related to consumer protection directly or indirectly, shall assist the Consumer Protection Commission by means of:

1. advising them on cases, where they believe that an infringement of this Act has occurred;
2. participating in joint inspections.

**Article 195.** (amend. SG Issue No. 108/2006, in force as of 01.01.2007) Fines and penalties exacted under this Act are administrated to the budget of the Ministry of Economy and Energy, excluding the fines and penalties under penal orders, issued by the Mayors of municipalities or officials authorised by them, which fines and penalties enter the respective municipal budget.

**Article 196.** (1) According to the budget plan of the Ministry of Economy and Energy the funds for the following activities under this Act are provided:

1. drawing up of statutory regulations for consumer protection;
2. programs and participations in national and international acts for consumer protection;
3. assistance for the Consumer Associations activities under Article 172;
4. guaranty of the activity of the National Consumer Protection Board;

5. information and popularisation of the activities relating to the consumer protection rights;
  6. qualification and training of officers of the Consumer Protection Authorities;
  7. assistance for the activity of the Reconciliation Committees under Article 182;
  8. establishment, development and maintenance of the necessary equipment of the regulatory bodies;
  9. analyses and expert opinions related to the supervising activity under this Act;
  10. insurance of the Enforcing Authorities officers under this Act;
  11. remunerations for independent experts, consultants and externs and provision of the conditions for their activity;
  12. business travels of the Enforcing Authorities officers under this Act on the territory of the State;
  13. other expenses in connection with the consumer protection.
- (2) The Enforcing Authorities officers under this Act have right to be financially stimulated.
- (3) The amounts of financial stimulation of a person under paragraph 2 for one calendar year should not exceed their 8 basic monthly salaries.

## Chapter Eleven

### ADMINISTRATIVE PENAL PROVISIONS

**Article 197.** For infringement of the regulations under Articles 4, 5, 6 and 8, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 300 to 1500 BGN.

**Article 198.** For infringement of the requirements in connection with the labelling of the goods under Articles 9, 10 and 11 and the Regulations under Article 12, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 300 to 1500 BGN.

**Article 199.** For infringement of Articles 13 and 14, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 2000 BGN.

**Article 200.** For infringement of the Provisions under Articles 15, 16, 17, 19, Article 20, paragraph 1 and Articles 21-29 and the Regulations under Article 31, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 300 to 3000 BGN.

**Article 201.** For infringement of the Provisions under Article 30, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 202.** (1) For infringement of the Provision under Article 33, paragraph 2, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 15 000 BGN.

(2) For failure to fulfil a prescription by the Consumer Protection Commission under Article 35, paragraphs 1 and 3, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 5000 to 25 000 BGN.

**Article 203.** For infringement of the Provision under Article 42, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 204.** For infringement of the Provision under Article 46, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 205.** For infringement of the Provision under Article 51, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 5000 to 15 000 BGN.

**Article 206.** (amend. - SG Issue No. 105/2006, in force as of 01.01.2007) Any person who fails to fulfil the requirements relating to the provision of information to consumer under Article 52 or Article 59, shall be imposed a fine from 100 to 1000 BGN, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 300 to 3000 BGN.

**Article 207.** (repealed - SG Issue No. 64/2007, in force as of 08.09.2007)

**Article 208.** Any person who in infringement of Article 62, paragraph 1, supplies goods or provides services against payment without the explicit and preliminary request of the consumer, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 3000 BGN.

**Article 209.** For infringement of Articles 63, 64 and Article 65, paragraph 1 and Article 66, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 210.** For infringement of Article 67, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 210a.** (new - SG Issue No. 64/2007, in force as of 08.09.2007) For infringement of Article 68d, paragraphs 1 and 2, Article 68g, items 1 - 11, 13, 15, 18 – 23 and Article 68k, items 3 – 6, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 10 000 BGN.

**Article 210b.** (new - SG Issue No. 64/2007, in force as of 08.09.2007) For infringement of Article 68g, items 12, 14, 16 and 17 and Article 68k, items 1, 2, 7 and 8, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 15 000 BGN.

**Article 211.** For infringement of Article 69, paragraph 1, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 5000 to 25 000 BGN.

**Article 212.** A manufacturer or a service provider who offers goods and services to consumers without the assessment and certification of their conformity with the regulated safety requirements under Article 72, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 5000 to 10 000 BGN.

**Article 213.** For infringement of the Provision under Article 73, paragraph 1, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 3000 BGN.

**Article 214.** For infringement of Article 76, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 3000 BGN.

**Article 215.** Any person who fails to fulfil a Regulation or an obligatory Provision of the regulatory body in connection with the undertaking of measures for provision of the safety of the goods and services under Article 75, paragraph 3, Articles 84, 85, Article 86, paragraph 1, Article 87, Article 88, paragraph 1, Article 89, paragraphs 1, 2 and 3, Articles 92, 93 and 100, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 3000 to 15 000 BGN.

**Article 216.** For infringement of Article 77, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 3000 BGN.

**Article 217.** (1) Any person who refuses access to the manufacture, commercial or storage premises or in any way prevents the regulatory body from the implementation of its official functions under Article 94, shall be imposed a fine of 1000 BGN.

(2) At the repeated infringement, the person to blame shall be imposed a fine from 3000 to 5000 BGN.

**Article 218.** For failure to fulfil the obligation under Articles 79 and 80, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 3000 to 10 000 BGN.

**Article 219.** For infringement of the Regulation under Article 99, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 5000 BGN.

**Article 220.** For infringement of the Provision under Article 101, paragraph 3, the official shall be imposed a fine from 1000 to 5000 BGN, unless the infringement is a crime according to the Penal Code.

**Article 221.** For infringement of the Provisions under Articles 118, 119 and 120 relating to the provision of written guarantee for consumer goods and to the requirements to the information which this guarantee should include, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 1500 BGN.

**Article 222.** For failure to fulfil the Provisions under Article 123, paragraph 2 and Article 127, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 222a.** (new - SG Issue No. 64/2007, in force as of 08.09.2007) Any person who has not made a statement regarding a claim, received by them within the period under Article 113, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 3000 BGN.

**Article 223.** Any person who fails to fulfil their obligations under Article 151, paragraphs 1–4, Articles 152 and 153, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 300 to 3000 BGN.

**Article 224.** Any person who broadcasts or provides for broadcasting on their account an advertising for conclusion of a contract relating to the purchase of the partial right on an immovable

property on a timeshare basis, which does not meet the requirements under Article 151, paragraph 5, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 3000 BGN.

**Article 225.** Any person who in infringement under Article 156 requires or receives any payment, regarding the contract relating to the purchase of the partial right on an immovable property on a timeshare basis, by the consumer, before the expiration of the term under Article 154, within which the consumer has a right to cancel the concluded contract, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 5000 BGN.

**Article 225a.** (new - SG Issue No. 64/2007, in force as of 08.09.2007) (1) Any person who fails to fulfil the Court Decision under Article 186b, shall be imposed a fine from 1000 to 10 000 BGN, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 1000 to 20 000 BGN.

(2) The fine or the pecuniary penalty should be imposed under Article 405 of the Judicial System Act.

**Article 226.** (1) Any person who fails to fulfil the Court Decision for taking the measures under Article 187 for cessation of infringements or who in infringement of the Court Decision continues to exercise an illegal commercial practice or to offer contracts containing unfair terms to consumers, shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 5000 to 25 000 BGN.

(2) (amend. - SG Issue No. 64/2007) The fine or the pecuniary penalty should be imposed under Article 405 of the Judicial System Act.

**Article 227.** Any official who fails to fulfil any obligation under this Act shall be imposed a fine from 100 to 1000 BGN.

**Article 228.** For infringements of this Act which are not specified in this Chapter, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 100 to 500 BGN.

**Article 229.** For infringement of the Regulations and other statutory regulations regarding the application of this Act the sanctions for which are not specified under this Chapter, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 50 to 500 BGN.

**Article 230.** For failure to fulfil an obligatory provision of the regulatory body for consumer protection relating to elimination of discrepancies and infringements of this Act, other than cases under Article 215, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 200 to 1000 BGN.

**Article 230a.** (new - SG Issue No. 105/2006, in force as of 01.01.2007) For failure to fulfil a regulation under Article 192a, paragraph 1, item 2 and paragraph 2, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty from 500 to 2000 BGN.

**Article 231.** At the repeated infringement under this Chapter, the persons to blame shall be imposed a fine, whereas sole proprietors and legal entities shall be imposed a pecuniary penalty in double amount.

**Article 232.** (1) In the cases of enforceable statements of punishment for infringement of this Act, the Enforcing Authority under this Act shall propose to the Authority issued the license and/or license for performing activities to revoke the license.



(2) The Authority granted the license and/or the license for performing activities pronounces a reasoned decision on the offer and presents the results immediately to the Enforcing Authority under paragraph 1, and in case it revokes the license or the license for performing activities, it indicates the date and grounds of the revoking.

**Article 233.** (1) The statements of infringement should be drawn up by the officials designated by the Head of the relevant Enforcing Authority or the Mayor of the municipality.

(2) Statements of punishment shall be issued by the Head of the Enforcing Authority or the Mayor of the municipality respectively, or by officials authorised by them.

(3) Infringements shall be established and statements of punishment shall be issued, appealed and enforced in pursuance of the provisions of the Administrative Infringements and Sanctions Act.

### **Additional provisions**

§ 1. In cases of conflict of Provisions of two Acts those which provide a higher rate of consumer protection should be applied.

§ 1a (new - SG Issue No. 64/2007, in force as of 08.09.2007) In cases of conflict of the Provisions of Chapter Four, Section IV and the Provisions of the European Community law with direct effect which contain special requirements relating to the unfair commercial practices, the Provisions of the European Community should be applied.

§ 1b (new - SG Issue No. 64/2007, in force as of 08.09.2007) In cases of conflict of the Provisions of Chapter Four, Section IV and the Provisions of other Act which provide more severe requirements relating to the unfair commercial practices, this Act should be applied.

§ 2. The Provisions under Chapter Five, Section I shall be applied to all goods and services regardless of method of sale, including distance and electronic sale.

§ 3. The Provisions under Chapter Five, Section I shall be applied to goods intended for professional use which may be used by consumers and when used under reasonably calculable conditions, the goods may pose risks for the health and safety of the consumers.

§ 4. The Provisions under Chapter Five, Section I shall not be applied to second-hand goods which are supplied as antiques (antiquarian goods) or as goods which require repair or processing before their use, under condition that the supplier notifies in a clear way the person to whom they supply the goods about the necessity of their repair or processing.

§ 5. In cases when special safety requirements for some goods or types of goods are presented in another statutory regulation, the Provisions under Chapter Five, Section I shall be applied to all other cases and risks or categories of risks which are not provided in the special statutory regulation.

§ 6. (amend. SG Issue No. 64/2007, in force as of 08.09.2007) The Provisions under Chapter Five, Section I, Articles 69-72 shall be applied in relation to cosmetic products for risks which are not a subject of legal treatment in a special statutory regulation.

§ 7. (amend. SG Issue No. 64/2007, in force as of 08.09.2007) The Provisions under Chapter Five, Section I, Articles 74-81, 90 and 91 shall be applied in relation to toys, cosmetic products, personal safety equipment and electrical equipment intended for use within the specified limits of voltage.

§ 8. The Provisions under Chapter Five, Section I, Articles 83, 84, 85, 87, 88 and 89 shall be applied in relation to electrical equipment intended for use within the specified limits of voltage.

§ 9. The Provisions under Chapter Five, Section II shall be applied in relation to contracts of manufacture and production. The Provisions under Chapter Five, Section II shall be applied in relation to gas and water when they are packaged in a specified volume and have specified quantity.

§ 10. The Provisions under Chapter Five, Section II shall not be applied in relation to sales, implemented by civil or private enforcement officer, as well as in relation to the sale of derelict goods or goods confiscated for the benefit of the State, implemented by the State Authorities. The

Provisions under Chapter Five, Section II shall not be applied in relation to electricity and goods sold on public auction.

§ 11. The Provisions under Chapter Five, Section IV shall not be applied in relation to damages occurred as a result of nuclear accidents, the conditions and the procedure of which are determined by other statutory regulation or result from obligations provided for in International Conventions where the Republic of Bulgaria is a party.

§ 12. The Provisions under Chapter Five, Section IV shall not be applied in relation to goods put in circulation before the enforcement of this Act.

§ 13. Within the meaning of this Act:

1. "Consumer" is any natural person acquiring goods or using services for purposes that do not fall within the sphere of their commercial or professional activity, and any natural person who as a party under the contract pursuant to this Act acts beyond the scope of their commercial or professional activity.

2. (amend. - SG Issue No. 64/2007, in force as of 08.09.2007) "Trader" is any natural or legal person who sells or offers goods for sale, provides services or concludes a contract with a consumer who fall within their commercial or professional activity in the public or private sector, as well as any person who acts on their behalf and on their account.

3. "Manufacturer" is any natural or legal person who:

a) by profession produces goods in finished state or materially changes or renovates goods with a view to place them on the market;

b) presents himself as a manufacturer by putting their name or brand, industrial or another sign on the goods, its packaging or the technical or commercial documentation.

4. "Supplier" is any natural or legal person on the supply chain of the goods, who by profession transfers property or establishes, or transfers other real rights over the goods on behalf of other supplier or trader, or who concludes contract with a consumer in the public or private sector.

5. (amend. - SG Issue No. 64/2007, in force as of 08.09.2007) "Importer" is any natural or legal person who imports goods on the territory of the European Community as a part of their commercial or professional activity for the purposes of the distribution of the goods on the territory of the European Community.

6. "Placing on the market" is the first launch of goods or a service at the disposal of consumers against payment or free of charge for the purposes of its use and application.

7. "Packaging" means containers and all other devices or materials suitable to be used for containing and storing various goods offered directly to consumers.

8. "Selling price" shall mean the final price for a unit of the goods, or a given quantity of the goods, including VAT and all other additional taxes.

9. "Unit price" shall mean the final price, including VAT and all other additional taxes and fees for a unit of the offered goods. The unit of measurement is: for goods traded according to their volume - 1 litre or 1 cubic metre, for goods traded according to their weight - 1 kilogramme, for goods traded according to their length - 1 metre, for goods traded according to their surface - 1 square metre.

10. "Goods sold in bulk" shall mean goods which are not pre-packaged and are measured in the presence of the consumer;

11. "Auction" shall mean a procedure for organising the sale of goods at which the persons taken an interest in the goods should have the opportunity to examine them and to offer their price.

12. "Financial service" means any service relating to the activity of credit institutions, insurance companies and investment firms such as;

a) acceptance of deposits and other repayable funds;

b) lending of credits, including consumer credit or mortgage credit;

c) financial leasing;

d) money transfer, issue and management of means of payment

e) foreign currency exchange;

f) provision of guarantees and commitments;

g) acceptance, transference and/or implementation of an order and provision of service relating to the following financial products: money market instruments, transfer of securities, financial futures and options, and exchange rate and interest rate instruments;

h) portfolio investments management and provision of investment advice related to the instruments under point "g";

i) storage and management of securities;

j) (amend. - SG Issue No. 59/2006, in force as of the date of the enforcement of the Treaty concerning the accession of the Republic of Bulgaria to the European Union) provision of safes;

k) life insurance;

l) all other insurances except those ones under point "k";

m) investment fund insurance;

n) health insurance;

o) individual pension scheme.

13. "Goods" are products of labour activity meant for consumption or may be usable by the consumer, even if they are not intended for him and which are supplied or provided at the implementation of a commercial activity, regardless of whether they are offered against payment or not or whether they are new, second-hand or recycled.

14. "Service" shall mean any material or intellectual activity which is implemented in an independent way and is intended for other person and transferring the title of an item is not its subject matter.

15. "Serious risk" shall mean any serious danger to the health and safety of the consumers, including those the effects of which are not immediate, requiring rapid intervention by the regulatory bodies.

16. "Recall of goods" shall mean any measure aimed at achieving the return of dangerous goods that have already been supplied by the manufacturer or distributor.

17. "Withdrawal of goods" shall mean any measure aimed at preventing the distribution, display for sale and offer of goods dangerous to the consumer.

18. "Professional secrecy" means any information, which the regulatory bodies have gathered for purposes of safety control or in relation to it and which disclosure may threaten the commercial interest or the reputation of the manufacturer, distributor, service provider or that of a third party.

The professional secrecy does not mean official secrecy within the meaning of the Classified Information Protection Act.

19. "Injured person" shall mean any natural person who suffered material damages caused by defective goods.

20. "Putting into circulation" shall mean any provision of goods to a supplier or a trader free of charge or against payment for the first time when they pass from the stage of manufacturing or import to the stage of distribution along the distribution chain, including the storage of goods for purposes of purchase or distribution.

21. "Repeated" is any infringement committed within the period of one year after the enforcement of the penal order which imposes penalty for the infringement of same type.

22. (new - SG Issue No. 53/2006, in force as of 01.01.2007) "Qualified organisation" means any organisation which, being properly constituted according to the requirements of the national law of a Member State of the European Union in relation to the protection of collective interests of consumers, has a legitimate interest in filing a claim for cessation or prohibition of actions or commercial practices which are in infringement to the collective interests of consumers.

23. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Commercial practice" means any act, omission, course of conduct, trade initiative or commercial communication including advertising and marketing, by a trader to a consumer, directly connected to the promotion, sale or supply of goods or provision of service to consumers.

24. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Very limited period of time" means any period specified in Article 66, paragraph 1.

25. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Materially distortion of the economic behaviour of consumers" means using a commercial practice to appreciably impair the consumer's ability to make an informed decision on purchase of goods or service, thereby causing the consumer to make a transactional decision that he would not have taken otherwise;

26. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Code of good practice" means an agreement or set of rules not imposed by the requirements of statutory regulations and which defines the behaviour of traders who undertake to be bound by the code in relation to one or more commercial practices or in relation to one or more business activities;

27. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Trader, responsible for implementation of code of good practice" means any trader who is responsible for the formulation and revision of a code of good practice and/ or for monitoring the compliance with the code by those who have undertaken to be bound by it.

28. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Diligence and professional competence" means the standard of special knowledge, skills and cares which a trader may reasonably be expected to obtain or to exercise towards consumers, commensurate with honest market practice and/ or the general principle of good faith in the trader's field of activity.

29. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Invitation to purchase" means a commercial communication which indicates characteristics of the goods and their price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase.

30. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Undue influence" means exploiting a position of power in relation to the consumer so as to apply pressure over them, even without using

or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision for purchase of the goods and services after their examination.

31. (new - SG Issue No. 64/2007, in force as of 08.09.2007) "Transactional decision" means any decision taken by a consumer concerning whether, how and on what terms to purchase goods or services, make payment in whole or in part for, retain or dispose of goods or to exercise contractual rights in relation to the goods, whether the consumer decides to act or to refrain from acting.

§13•. (new - SG Issue No. 64/2007, in force as of 08.09.2007) This Act lays down the Provisions of:

1. Directive 98/6/EC of the European Parliament and of the Council on consumer protection in the indication of the prices of products offered to consumers;
2. Council Directive 84/450/EEC relating to the approximation of the laws, regulations and administrative provisions of the Member States concerning misleading advertising;
3. Directive 97/55/EC of the European Parliament and of the Council amending Directive 84/450/EEC concerning misleading advertising so as to include comparative advertising;
4. Council Directive 85/577/EEC to protect the consumer in respect of contracts negotiated away from business premises;
5. Directive 97/7/EC of the European Parliament and of the Council on the protection of consumers in respect of distance contracts;
6. Directive 2001/95/EC of the European Parliament and of the Council on general product safety;
7. Directive 1999/44/EC of the European Parliament and of the Council on certain aspects of the sale of consumer goods and associated guarantees;
8. Council Directive 85/374/EEC on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products;
9. Council Directive 93/13/EEC on unfair terms in consumer contracts;
10. Directive 94/47/EC of the European Parliament and the Council on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis;
11. Directive 98/27/EC of the European Parliament and of the Council on injunctions for the protection of consumers' interests;
12. Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council.

### **Transitional and Final Provisions**

§ 14. The Consumer Protection and Trade Rules Act (promulgated, SG Issue No. 30/1999; amend., Issues No. 17 and 19/2003, Issue No. 42/2005) is repealed.

§ 15. Pending judicial proceedings for prohibition or cessation of the distribution of misleading and unfair advertising should be concluded according to procedures prevailing hitherto.

§ 16. Pending judicial proceedings on cases initiated under Article 51 of the repealed Consumer Protection and Trade Rules Act should be concluded according to procedures prevailing hitherto.

§ 17. In relation to the duration of terms which had started to run during the effectiveness of the repealed Consumer Protection and Trade Rules Act the Provisions of this Act should be applied, unless the expiration of the term under the repealed Act requires a longer period than this one provided for in this Act.

§ 18. (1) The Council of Ministers adopts the Regulations under Articles 12, 79 and 99 within the period of six months after the promulgation of the Act in the State Gazette.

(2) Until the adoption of the Regulations under Article 12 the subordinate legislation issued for application of Article 7 of the repealed Consumer Protection and Trade Rules Act shall be applied if it is not in conflict with this Act.

§ 19. The Minister of Economy and Energy issues the subordinate legislation relating to the application of this Act within a period of six months after the promulgation of the Act in the State Gazette.

§ 20. (1) The Trade and Consumer Protection Commission which has existed before the enactment of this Act reserves its status under the name of “Consumer Protection Commission”.

(2) The organisational rules of the Trade and Consumer Protection Commission are brought into line with the requirements of the Act within a month period after its enactment.

§ 21. In the Civil Procedure Code (promulgated, Journal, Issue No. 12/1952; amend. Issue No. 92/1952, Issue No. 89/1953, Issue No. 90/1955, Issue No. 90/1956, Issue No. 90/1958, Issues No. 50 and 90/1961; amend. Issue No. 99/1961; amend, SG Issue No. 1/1963, Issue No. 23/1968, Issue No. 27/1973, Issue No. 89/1976, Issue No. 36/1979, Issue No. 28/1983, Issue No. 41/1985, Issue No. 27/1986, Issue No. 55/1987, Issue No. 60/1988, Issues No. 31 and 38/1989, Issue No. 31/1990, Issue No. 62/1991, Issue No. 55/1992, Issues No. 61 and 93/1993, Issue No. 87/1995, Issues No. 12, 26, 37, 44 and 104/1996, Issues No. 43, 55 and 124/1997, Issues No. 21, 59, 70 and 73/1998, Issues No. 64 and 103/1999, Issues No. 36, 85 and 92/2000, Issue No. 25/2001, Issues No. 105 and 113/2002, Issues No. 58 and 84/2003, Issues No. 28 and 36/2004, Issues No. 38, 42, 43, 79 and 86/2005) point “s” shall be added in Article 126a, paragraph 1:

“s) in relation to claims under Article 186 of the Consumer Protection Act.”

§ 22. In the Foodstuffs Act (promulgated, SG Issue No. 90/1999; amend. Issue No. 102/2003, Issue No. 70/2004, Issue No. 87/2005) the following amendments shall be made:

1. In Article 4 the words “for goods, imitating foods” shall be deleted.

2. In Article 34, paragraph 3, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 23. In the Postal Services Act (promulgated, SG Issue No. 64/2000; amend., Issue No. 112/2001, Issues No. 45 and 76/2002, Issue No. 26/2003, Issues No. 19 and 88/2005) in Article 66, paragraph 1, the words “on the grounds of Article 59, paragraph 3 of the Consumer Protection and Trade Rules Act” should be deleted.

§ 24. In the Skilled Crafts Act (promulgated, SG Issue No. 42/2001; amend., Issue No. 112/2001, Issue No. 56/2002) in Article 5, paragraph 2 and Article 6, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 25. In the Wine and Spirit Drinks Act (promulgated, SG Issue No. 86/1999; amend., Issue No. 56/2002, Issues No. 16, 108 and 113/2004) in Article 79, paragraph 1, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 26. In the Funds Transfers, Electronic Payment Instruments and Payment Systems Act (SG Issue No. 31/2005) the following amendments shall be made:

1. In Article 16, paragraph 4, the words “Consumer Protection and Trade Rules Act” shall be replaced with “Consumer Protection Act”.

2. In Article 69 and Article 70, paragraph 3, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 27. In the Tourism Act (promulgated, SG Issue No. 56/2002; amend., Issues No. 119 and 120/2002, Issue No. 39/2004, Issues No. 28, 39 and 94/2005) the following amendments shall be made:

1. In Article 31 the words “unfair terms within the meaning of Article 35 and the following Articles of the Consumer Protection and Trade Rules Act” shall be replaced with “unfair terms within the meaning of Article 143 of the Consumer Protection Act”.

2. In Article 59, paragraph 3, Article 64, paragraph 1, item 2, Article 64b, paragraphs 1, 2 and 4 and Article 87, paragraphs 1 and 2, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 28. In the Medicinal Products and Pharmacies in Human Medicine Act (promulgated, SG Issue No. 36/1995, Issue No. 61/1996 - Decision No. 10/ 1996 of the Constitutional Court; amend., Issue No. 38/1998, Issue No. 30/1999, Issue No. 10/2000, Issue No. 37/2000 - Decision No. 3/2000 of the Constitutional Court; amend., Issue No. 59/2000, Issue No. 78/2000 - Decision No. 7/2000 of the Constitutional Court; amend., Issue No. 41/2001, Issues No. 107 and 120/2002; amend., Issue No. 2/2003; amend., Issues No. 56, 71 and 112/2003, Issues No. 70 and 111/2004, Issues No. 37, 76, 85 and 87/2005) in Article 112, paragraphs 2 and 3, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 29. In the Telecommunications Act (promulgated, SG Issue No. 88/2003; amend., Issues No. 19, 77, 88 and 95/2005) in Article 152 and Article 215, paragraph 2, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 30. In the Genetically Modified Organisms Act (promulgated, SG Issue No. 27/2005; amend., Issue No. 88/2005) in Article 7, paragraph 5, item 1, point "g", Article 111, Article 112, paragraph 2, Article 115, paragraph 1 and Article 143, paragraphs 4 and 6, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 31. In The Tobacco and Tobacco Products Act (promulgated, SG Issue No. 101/1993; amend., Issue No. 19/1994, Issue No. 110/1996, Issue No. 153/1998, Issue No. 113/1999, Issues No. 33 and 102/2000, Issue No. 110/2001, Issue No. 20/2003, Issues No. 57 and 70/2004, Issues No. 91 and 95/2005) in Article 52, paragraph 1, item 6 and in Article 52•, paragraph 1, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 32. In the Road Traffic Act (promulgated, SG Issue No. 20/1999; amend., Issue No. 1/2000, Issues No. 43, 45 and 76/2002, Issues No. 16 and 22/2003, Issues No. 6, 70, 85 and 115/2004, Issues No. 79 and 92/2005) in Article 166•, paragraph 1, Article 166b, paragraphs 2 and 3 and Article 173•, paragraphs 1 and 2, the words “Trade and Consumer Protection Commission” shall be replaced with “Consumer Protection Commission”.

§ 33. In the Measurements Act (promulgated, SG Issue No. 46/2002; amend., Issues No. 88 and 95/2005) in Article 75, paragraph 2, the words “Consumer Protection and Trade Rules Act” shall be replaced with “Consumer Protection Act”.

§ 34. (amend., SG Issue No. 53/2006, in force as of 30.06.2006, amend., SG Issue No. 59/2006, in force as of 21.07.2006, amend., SG Issue No. 105/2006, in force as of 01.01.2007) This Act shall take effect 6 months after its promulgation in the State Gazette, excluding Article 3, paragraph 3, Article 68•, Article 159, Article 160, Article 164, paragraph 1, item 7, paragraphs 2 and 3, Article 186, paragraph 1 and paragraph 2, item 9, Article 186•, 186b and § 13, item 22, which shall take effect on the date of the accession of the Republic of Bulgaria to the European Union.

§ 35. The implementation of this Act shall be assigned to the Minister of Economy and Energy.

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This Act was adopted by the 40th National Assembly on 24 November 2005 and the Seal of the National Assembly was affixed hereto.

### **Transitional and Final Provisions**

#### **TO THE ADMINISTRATIVE PROCEDURE CODE**

(PROMULGATED, SG ISSUE NO. 30/2006, IN FORCE AS OF 12.07.2006)

.....  
§ 55. In The Consumer Protection Act (SG Issue No. 99/2005) the words "The Administrative Procedure Act" shall be replaced with "Administrative Procedure Code" in the whole text.

.....  
§ 142. The Code shall take effect three months after its promulgation in the State Gazette, excluding:

1. Title Three, § 2, item 1 and § 2, item 2 – relating to the repeal of Chapter Three, Section II "Appeal through the Court", § 9, items 1 and 2, § 11, items 1 and 2, § 15, § 44, items 1 and 2, § 51, item 1, § 53, item 1, § 61, item 1, § 66, item 3, § 76, items 1 - 3, § 78, § 79, § 83, item 1, § 84, items 1 and 2, § 89, items 1 - 4, § 101, item 1, § 102, item 1, § 107, § 117, items 1 and 2, § 125, § 128, items 1 and 2, § 132, item 2 and § 136, item 1, as well as § 34, § 35, item 2, § 43, item 2, § 62, item 1, § 66, item 2 and 4, § 97, item 2 and § 125, item 1 – relating to the replacement of the word "regional" with "administrative" and the replacement of the words "Sofia City Court" with "Administrative Court – City of Sofia", which shall be in force as of 1 March 2007;

2. paragraph 120, which shall take effect on 1 January 2007;

3. paragraph 3, which shall take effect on the date of promulgation of the Code in the State Gazette.

### **Final Provisions**

#### **TO THE ELECTRONIC COMMERCE ACT**

(PROMULGATED, SG ISSUE NO. 51/2006, IN FORCE AS OF 24.12.2006)

§ 6. This Act shall take effect 6 months after its promulgation in the State Gazette, excluding Article 19, which shall take effect on the date of the enforcement of the Treaty concerning the accession of the Republic of Bulgaria to the European Union.



**Final Provisions**

**TO THE CONSUMER CREDIT ACT**

(PROMULGATED, SG ISSUE NO. 53/2006, IN FORCE AS OF 01.10.2006)

§ 2. In the Consumer Protection Act (promulgated, SG Issue No. 99/2005; amend., Issue No. 30/2006) the following amendments shall be made:

.....

8. In § 34 of the Transitional and Final Provisions after the words "paragraph 3" shall be added "Article 68•", and the words "and 160" shall be replaced with "Article 160, Article 164, paragraph 1, item 7, paragraphs 2 and 3, Article 186, paragraph 1 and paragraph 2, item 7, Article 186•, 186b and § 13, item 22".

.....

§ 4. This Act shall take effect three months after its promulgation in the State Gazette, excluding:

.....

2. Paragraph 2, which shall take effect on the date of promulgation of the Act in the State Gazette.

**Transitional and Final Provisions**

**TO THE CREDIT INSTITUTIONS ACT**

(PROMULGATED, SG ISSUE NO. 59/2006)

§ 36. This Act shall take effect on the date of the enforcement of the Treaty concerning the accession of the Republic of Bulgaria to the European Union, excluding § 35, item 2, which shall take effect on the date of the promulgation of the Act in the State Gazette.

**Final Provisions**

**TO THE DISTANCE MARKETING OF FINANCIAL SERVICES ACT**



(PROMULGATED, SG ISSUE NO. 105/2006, IN FORCE AS OF 01.01.2007)

§ 12. This Act shall take effect on 1 January 2007, excluding § 4, items 1 and 5, which shall take effect on the date of the enforcement of The Electronic Commerce Act.

**Transitional and Final Provisions**

**TO THE 2007 STATE BUDGET OF THE REPUBLIC OF BULGARIA ACT**

(PROMULGATED, SG ISSUE NO. 108/2006, IN FORCE AS OF 01.01.2007)

§ 106. This Act shall take effect on 1 January 2007, excluding § 103 and 104, which shall take effect on the date of its promulgation in the State Gazette.

**Transitional and Final Provisions**

**TO THE MEDICINAL PRODUCTS IN HUMAN MEDICINE ACT**

(PROMULGATED, SG ISSUE NO. 31/2007), IN FORCE AS OF 13.04.2007)

§ 37. This Act shall take effect on the date of its promulgation in the State Gazette, excluding § 22, which shall take effect one year after the enactment of this Act.

**Transitional and Final Provisions**

**TO THE CIVIL PROCEDURE CODE**



(PROMULGATED, SG ISSUE NO. 59/2007, IN FORCE AS OF 01.03.2008, AMEND., ISSUE NO. 64/2007, IN FORCE AS OF 08.09.2007)

§ 61. This Code shall take effect on 1 March 2008, excluding:

1. Part Seven “Special rules relating to the procedure in civil actions at the operation of the law of the European Union”;
2. paragraph 2 (4);
3. paragraph 3 relating to the repeal of Chapter thirty-two “a” “Special rules on recognition and admission for execution of decisions of foreign Courts and other foreign Authorities” with Article 307a – 307e and Part Seven “Procedure for returning a child or for exercising the right of personal relations” with Articles 502 - 507;
4. paragraph 4 (2);
5. paragraph 24;
6. paragraph 60,

which takes effect three days after the promulgation of the Code in the State Gazette.

**Transitional and Final Provisions**

**TO THE AMENDMENT ACT OF THE CONSUMER PROTECTION ACT**

(PROMULGATED, SG ISSUE NO. 64/2007, IN FORCE AS OF 08.09.2007)

§ 38. In the whole Act the abbreviation “EU” shall be replaced with “EC” in the names of the Acts of the European Union.

.....

§ 40. The pending procedures which fall under the stipulations of Article 39 shall be concluded according to procedures prevailing hitherto.

.....

§ 42. The pending procedures which fall under the stipulations at the enforcement of this Act under Article 32, paragraphs 1, 3 and 4, Article 33 and Article 34, paragraphs 3 and 4 of the Protection of Competition Act at the Protection of Competition Commission should be concluded according to procedures prevailing hitherto.

§ 43. The Act shall take effect a month after its promulgation in the State Gazette.

## **Relevant acts of the European legislation**

DIRECTIVE 2002/65/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC

DIRECTIVE 2001/95/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 3 December 2001 on general product safety

DIRECTIVE 2000/31/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market

DIRECTIVE 1999/42/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 7 June 1999 establishing a mechanism for the recognition of qualifications in respect of the professional activities covered by the Directives on liberalisation and transitional measure and supplementing the general systems for the recognition of qualifications

DIRECTIVE 1999/44/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25.05.1999 on certain aspects of the sale of consumer goods and associated guarantees

DIRECTIVE 98/27/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 19 May 1998 on injunctions for the protection of consumers' interests

DIRECTIVE 97/55/EC OF EUROPEAN PARLIAMENT AND OF THE COUNCIL of 6 October 1997 amending Directive 84/450/EEC concerning misleading advertising so as to include comparative advertising

DIRECTIVE 97/47/EC OF EUROPEAN COMMISSION of 28 July 1997 amending the Annexes of Directives 77/101/EEC, 79/373/EEC and 91/357/EEC of the Council

DIRECTIVE 97/7/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 May 1997 on the protection of consumers in respect of distance contracts

DIRECTIVE 94/47/EC OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis

COUNCIL DIRECTIVE 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts

DIRECTIVE 90/314/EEC OF THE COUNCIL of 13 June 1990 on package travel, package holidays and package tours

COUNCIL DIRECTIVE of 3 October 1989 on the coordination of certain provisions laid down by Law, Regulation or Administrative Action in Member States concerning the pursuit of television broadcasting activities

COUNCIL DIRECTIVE 87/102/EEC of 22 December 1986 for the approximation of the laws, regulations and administrative provisions of the Member States concerning consumer credit

COUNCIL DIRECTIVE 85/577/EEC of 20 December 1985 to protect the consumer in respect of contracts negotiated away from business premises

COUNCIL DIRECTIVE of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products

COUNCIL DIRECTIVE 84/450/EEC of 10 September 1984 relating to the approximation of the laws, regulations and administrative provisions of the Member States concerning misleading advertising

COUNCIL DIRECTIVE 92/28/EEC on the advertising of medicinal products for human use

DIRECTIVE 1999/44/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on certain aspects of the sale of consumer goods and associated guarantees

REGULATION (EC) NO. 2006/2004 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 October 2004 on cooperation between national Authorities responsible for the enforcement of Consumer Protection Laws