

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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

Zákon č. 40/1964 Zb. Občiansky zákonník v znení neskorších predpisov

Translation of the name:

Civil Code

Reference in Official Journal (if appropriate):

Collection of Laws 1964, no. 19, p. 201

Date of coming into force:

01.04.1964

Subsequent amendments:

Text:

ACT

of 2 March 2004,
which amends Act No 40/1964 Coll.

the Civil Code, as amended

The National Council of the Slovak Republic has adopted this Act:

Art. I

Act No 40/1964 Coll. the Civil Code, as amended by Act No 58/1969 Coll., Act No 131/1982 Coll., Act No 94/1988 Coll., Act No 188/1988 Coll., Act No 87/1990 Coll., Act No 105/1990 Coll., Act No 116/1990 Coll., Act No 87/1991 Coll., Act No 509/1991 Coll., Act No 264/1992 Coll., Slovak National Council Act No 278/1993 Coll., Slovak National Council Act No 249/1994 Coll., Act No 153/1997 Coll., Act No 211/1997 Coll., Act No 252/1999 Coll., Act No 218/2000 Coll., Act No 261/2001 Coll., Act No 281/2001 Coll., Act No 23/2002 Coll., Act No 34/2002 Coll., Act No 95/2002 Z. z, Act No 184/2002 Coll., Act No 215/2002 Coll., Act No 526/2002 Coll., Act No 504/2003 Coll. and Act No 515/2003 Coll., is amended as follows:



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1. In the first part a new fifth chapter is added after the fourth chapter, which reads, including the title:

“CHAPTER FIVE

CONSUMER CONTRACTS

§ 52

(1) Consumer contracts include purchase contracts, work contracts and other remuneration contracts arranged in the eighth section of this Act and contracts in accordance with § 55, providing the contractual parties are, as the first party, a supplier and, as the second party, a customer who could not individual affect the content of proposals for conclusion of contracts prepared in advance by the supplier.

(2) A supplier is a person who, when concluding and fulfilling a consumer contract, performs trade or commercial activities in the framework of the contract subject.

(3) A consumer is a person who, when concluding and fulfilling a consumer contract, does not perform trade or commercial activities in the framework of the contract subject.

§ 53

(1) Consumer contracts cannot contain provisions causing significant imbalances of rights and liabilities of the contractual parties to the detriment of the consumer (hereinafter “unacceptable conditions”).

(2) The provisions of paragraph 1 do not affect the subject of fulfilment or price of fulfilment.

(3) Unacceptable conditions given in consumer contracts are considered as provisions that

the consumer should fulfil and with which it was no acquainted prior to concluding the contract,

allow the supplier to transfer the rights and liabilities from the contract to another supplier without the agreement of the consumer, if the transfer would lead to a detriment of the recovery or securing of the claims of the consumer,

rule out or limit the liability of the supplier for performance or neglect causing death or detriment to the health of the consumer,

rule out or limit the rights of the customer for assertion of liabilities for faults or liabilities for damage,

allow the supplier not to render fulfilment to the consumer even in the case that the consumer does not conclude a contract with the supplier or withdraws from it,

EU Consumer Law Acquis Compendium

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Slovakia (SK) Nr. 3 EN



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allow the supplier to withdraw from a contract without contractual or lawful reason and do not allow the consumer to do so,

authorise the supplier, without good reasons of special consideration, to withdraw from a contract concluded for an unspecified time period without adequate notice period,

compel the consumer to fulfil all liabilities even when the supplier does not fulfil all its established liabilities,

allow the supplier to unilaterally change the contractual conditions without a reason agreed in the contract,

specify that the price of the goods or services will be specified at the time of their delivery, or allow the supplier to increase the price of the goods or services without allowing the consumer the right to withdraw from the contract, if the price agreed at the time of contract conclusion is substantially exceeded at the time of fulfilment.

(4) Unacceptable conditions arranged in consumer contracts are invalid.

§ 54

(1) Contractual conditions arranged in consumer contracts cannot derogate from this Act to the disadvantage of the consumer. In particular, the consumer cannot waive its rights established by this Act or otherwise impair its contractual position in advance.

(2) In cases of doubt as to the content of consumer contracts, the interpretation that is most acceptable for the consumer shall be valid.

Consumer contracts on the right to use buildings or their parts on a timeshare basis.

§ 55

(1) A consumer contract on the right to use a building or its parts on a timeshare basis concluded between a consumer and supplier arranges the right to use a building or its parts for one or more specified or specifiable time periods in the year that cannot be less than one week; a building or its parts is understood as a construction intended for housing or construction intended for accommodation. Such a contract is concluded for at least three years, in writing in Slovak and, aside from general appurtenances, it must contain

the name, surname, date of birth and residence of the consumer,

the commercial name, seat, place of business, subject of business and identification number of the supplier, and, if it concerns a legal person, the name and surname of the person authorised to act in its name,

the name, surname or commercial name, residence or seat of the owner of the building or its part,

the legal relationship of the supplier to the building or its parts,

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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the situation, precise description and facilities of the building or its parts, its evidence number and inventory number,

the specification of the right to use the building or its parts for one or more specified or specifiable time periods in the year, which is the subject of the contract, and specification of conditions under which this right can be exercised in the territory of the country in which the building or its parts are located, as well as declaration that these conditions have been respected,

information on the state of completion of the building or its parts, including the state of completion of underground services and the deadline for their completion, presentation of the building permit number, the full title and address of the building authority and information on the provision of liabilities for cases of non-completion of the building or its parts duly and on time, including conditions for execution of payments,

specification of basic services necessarily connected with the right to use the building or its parts and the extent of additional services including services connected with the right to use common spaces and facilities,

specification of the extent of use of common spaces and facilities,

specification of the extent and manner of performing maintenance and repairs of the building or its parts, as well as further conditions for administration of the building or its parts,

specification of the date from which the rights established in this contract can be exercised, the period of their duration, or exact specification of the period of use,

the price that the consumer shall pay for the right to use the building or its parts, specification of additional payments for services connected with use of the building or its parts and other charges, which must be lay down in the contract,

the payment method,

information on the possibilities of involvement in the system of acquiring and exchanging usage rights organised by the supplier or third party specified by the supplier and on all costs connected with this,

information on the right to withdraw from the contract, including the appurtenances and form of the withdrawal notice, place of delivery and name of the person to whom the notice is to be delivered, and the type and amount of payments that the supplier can demand in this case,

information on the possibilities and conditions of assignment or transfer of rights established by the contract to a third party,

the date and place of signing the contract by the consumer and supplier.

(2) If the contract does not contain any of the appurtenances given in paragraph 1, the appurtenance must be added within three months of conclusion of the contract. Non-fulfilment

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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of this liability does not cause invalidity of the contract; the rights of the consumer to withdraw from the contract in accordance with § 59 par. 1 are not affected by this provision.

§ 56

(1) Prior to conclusion of the contract the supplier is liable to provide each person who requests it, in writing, with the full and accurate information given in provision § 55 par. 1, aside from the information given in letters a), k) and q) and information on the manner and place where it is possible to gain further additional information. Every advertisement must contain information on the rights concerning use of a building or its parts for a specific period.

(2) The written information provided by the supplier prior to conclusion of the contract is binding for it and must be part of the contract. Changes to the provided information may arise only from circumstances beyond the control of the supplier, unless the contractual parties agree otherwise. The supplier is liable to notify the consumer of each change to this information, ten days prior to conclusion of the contract at latest.

§ 57

The supplier cannot demand from the consumer

any other fulfilment than that agreed in the contract,

any fulfilment prior to concluding the contract or during the time when the consumer can exercise the right to withdraw from the contract in accordance with § 59.

§ 58

If the price is fully or partially paid from a loan provided by the supplier, or loan provided by a third party on the basis of a loan agreement for the purposes of consumer contracts on the right to use a building or its parts on a timeshare basis, and the consumer exercises the right to withdraw from the contract on the use of the a building or its parts on a timeshare basis, the loan contract is terminated. The consumer is liable to inform the third party that provided the loan of this fact without unnecessary delay. Termination of the loan contract cannot be connected with any sanctions exerted by the supplier or third party.

§ 59

(1) The consumer has the right to withdraw from a contract that does not include the appurtenances laid down in § 55 par. 1 within three months of conclusion of the contract.

(2) The consumer has the right to withdraw from a contract without given a reason within ten days

of conclusion of the contract,

of the addition of missing appurtenances under § 55 par. 2

after expiry of the time period according to paragraph 1.

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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(3) If the consumer exercises the right to withdraw from the contract under paragraph 2 against the supplier, the supplier may only request reimbursement of demonstrably expended unavoidable costs connected with withdrawal from the contract.

Exercise of the right to withdraw from the contract under paragraph 1 cannot be linked to any financial claims on the party of the supplier.

§ 60

If it concerns a consumer who is a citizen of a Member State of the European Community or has residence in one of the Member States of the European Community, the contract must be drawn up in the official language or one of the official languages of the Member State of the European Community where the consumer has residence or is a citizen; that language must be an official language of the European Community. The language shall be selected by the consumer. The supplier is liable to provide the consumer with a certified translation of the contract in the official language or one of the official languages of the Member State of the European Community; that language must be an official language of the European Community.“.

2. § 496 reads:

“§ 496

(1) Agreement on characteristics, purpose and quality in consumer contracts is also considered to be fulfilment about which the consumer showed interest and which conforms to the description provided by the supplier, manufacturer or its representative in any publicly accessible form, particularly in advertisements, promotion and the commodity designation.

(2) If quality is not expressly agreed, the debtor is liable to provide the given amount of specified items having average intermediate quality.”.

3. § 502 is appended by paragraph 3, which reads:

”(3) The certificate of guarantee includes the name and surname or commercial name of the seller, its seat or place of business, the content of the guarantee, its conditions and extent, the length of the guarantee and information necessary for warranty claims. The guarantee shall not be invalid if the certificate of guarantee does not contain all appurtenances.“.

4. § 505 reads:

“§ 505

If it concerns a fault that is a liable fault under § 502, the fault must be declared within six months from detection of the fault, no later than prior to expiry of the guarantee period.”.

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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5. In § 507 par. 1 the words “of replacement“ are inserted after the word “price”.

6. The existing text of § 508 is denoted as paragraph 1 and appended by paragraph 2, which reads:

“(2) A fault that occurs within six months of the date of acceptance of fulfilment is considered as a fault that already existed on the date of acceptance, unless the nature of the matter contradicts this or the alienor proves otherwise.“.

7. In § 599 par. 1 the words “six months if it concerns a fault in a feedstuff, within three weeks, if it concerns a problem with an animal, within six weeks of acceptance of the item” is replaced by the words “24 months from the acceptance of the item.”.

8. § 612, including the title, reads:

“Special provisions on the sale of goods in shops (Consumer purchase contract)

§ 612

A consumer purchase contract is governed, aside from the provisions § 52 to 54, by general provisions on purchase contracts and provisions § 613 to 627.“.

9. § 620 reads:

“§ 620

(1) The guarantee period is 24 months. If the period of use is given on the sold item, its packet or manual, the guarantee period shall not finish before that period.

(2) If it concerns used items, the buyer and seller can agree on a shorter guarantee period, though no shorter than 12 months.

(3) For items intended for longer use, special rules stipulate guarantee periods longer than 24 months. Guarantee periods exceeding 24 months can only affect some components of items.

(4) At the buyer’s request the seller is liable to provide the guarantee in writing (certificate of guarantee). If the nature of the goods allows it, a purchase receipt is sufficient in place of the certificate of guarantee.

(5) By declaration in the certificate of guarantee issued to the buyer or in an advertisement the seller can provide a guarantee exceeding the extent of guarantees arranged by this Act. The conditions and extent of the guarantee are specified by the seller in the certificate of guarantee.“.

EU Consumer Law Acquis Compendium

Legislation

Slovakia (SK) Nr. 3 EN



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10. § 622 reads:

“§ 622

(1) If it concerns a fault that can be eliminated the buyer has the right to have it duly and timely eliminated, free of charge. The seller is liable to eliminate the fault without unnecessary delay.

(2) The buyer may demand a replacement of the item rather than having the fault eliminated, or if the fault only concerns a component of the item, replacement of the component, unless this requires that the seller expend unreasonable costs in view of the price of the goods or seriousness of the fault.

(3) The seller can always replace a faulty item with one that is fault-free instead of eliminating the fault, unless this causes serious difficulties for the buyer.“

11. In § 626 paragraphs 2 and 3 read:

“(2) Rights concerning liability for faults in items that rapidly spoil must be exercised by the day following the date of purchase; otherwise the rights are extinguished.

(3) If it concerns used items, rights concerning liability for faults are extinguished if they are not exercised within 24 months of the date when the buyer accepted the used goods or within the time that the buyer and seller have agreed in accordance with § 620 par. 2.“

12. In § 646 par. 1 the word “six“ is replaced by the word “24“.

13. In § 646 par. 2 the word “six“ is replaced by the word “24“.

14. In the ninth part, a new tenth chapter is added after the ninth chapter, which reads, including the title:



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“CHAPTER TEN

TRANSITORY PROVISIONS TO THE AMENDMENTS EFFECTIVE FROM APRIL 2004

§ 879e

(1) Rights concerning liability for faults in cases where the guarantee period began prior to the date of the effectiveness of this Act are governed by existing legal regulations.

(2) Rights concerning liability for faults with used goods, where the guarantee period began prior to the date of the effectiveness of this Act, are governed by existing legal regulations, if the acceptance of the goods occurred prior to the effectiveness of this Act.

(3) Consumer contracts under § 52 concluded prior to the effectiveness of this Act must be brought into line with provisions § 53 and 54 of this Act and consumer contracts on the right to use buildings or their parts on a timeshare basis into line with provision § 55 par. 1, as concerns the appurtenances of the contract, and with provision § 57 of this Act, within three months from the date of effectiveness of this Act.

(4) Provisions of consumer contracts not brought into line with provisions § 53, 54 and 57 of this Act under paragraph 3 shall be invalid after expiry of the period of three months from the date of effectiveness of this Act. A consumer has the right to withdraw from a consumer contract on the right to use a building or its parts on a timeshare basis that is not brought into line with provision § 55 par. 1 of this Act in accordance with paragraph 3, as concerns the appurtenances of the contract, within three months from the expiry of the time period under paragraph 3.

§ 879f

This Act adopts the legal acts of the European Community given in the annex.”.

Art. II

This Act comes into force on 1 April 2004 with the exception of § 60, which comes into force on the date of effectiveness of the agreement on the accession of the Slovak Republic to the European Community.

Rudolf Schuster, own hand

Pavol Hrušovský, own hand

Mikuláš Dzurinda, own hand