

LAW OF 14 JULY 1991

on commercial practice and consumer information and
protection

(*Moniteur belge* of 29 August 1991)

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1984-85 Session

Senate.

Documents parlementaires - Bill No 947.

1986-87 Session

Senate.

Documents parlementaires - No 464/1. - Report No 464/2.
- Amendments Nos 464/3 to 21. - Articles adopted on
first reading, No 464/22. - Additional report, No
464/23. - Amendments, No 464/24.

Annales parlementaires. - Debate. Sittings of 10, 12,
13, 24 and 26 February 1987, 16 and 19 March 1987. -
Adoption. Sitting of 19 March 1987.

Chamber of Representatives.

Documents parlementaires. - Bill sent by the Senate, No
826/1. - Amendments Nos 826/2 to 6.

1989-90 Session

Chamber of Representatives

Documents parlementaires. - No 1240/1. - Opinion of the
Council of State Nos 1240/2 and 3. - Amendments, Nos
1240/4 to 16. - Opinion of the Council of State No
1240/17. - Amendments, Nos 1240/18 and 19. - Report, No
1240/20. - Amendments, Nos 1240/21 and 22.

1990-91 Session

Senate.

Bill amended by the Chamber of Representatives, No
1200/1. - Report No 1200/2. - Amendments, Nos 1200/3
and 4.

Annales parlementaires. - Debate. Sitting of 21 May 1991. - Adoption. Sitting of 22 May 1991.

Chamber of Representatives.

Bill re-amended by the Senate, No 1240/23. - Report, No 1240/24. - Amendments, No 1240/25.

Annales parlementaires. - Debate. Sitting of 26 June 1991. - Adoption. Sitting of 27 June 1991.

MAIN AMENDMENTS

1. LAW OF 5 NOVEMBER 1993 amending Articles 52, 53 and 68 of the law of 14 July 1991 (...) (*Moniteur belge* of 11 November 1993 - Erratum *Moniteur belge* of 30 November 1993 p.25573).

1992-93 Ordinary Session:

Chamber of Representatives:

Documents parlementaires. - Bill, No 1158/1. - Amendments, No 1158/2. - Report, No 1158/3. Wording adopted by the Committee, No 1158/4.

Annales parlementaires. - Debate and adoption. Sitting of 12 October 1993.

Senate:

Documents parlementaires. Bill sent by the Chamber, No 862/1. - Report, No 862/2. - Amendments, No 862/3.

Annales parlementaires. Debate. Sitting of 28 October 1993. - Adoption. Sitting of 3 November 1993.

2. Articles 55 and 58 of the LAW OF 30 OCTOBER 1998 RELATING TO THE EURO amending Articles 4 and 32 of the law of 14 July 1991 (...). (*Moniteur belge* of 10.11.1998).

1997-98 Ordinary Session.

Chamber of Representatives.

Documents parlementaires. - Bill, No 1509/1. - Amendments, No 1509/2. - Report, No 1509/3. - Amendments, Nos 1509/4 to 6. - Reports, Nos 1509/7 to 9. - Wording adopted by the committees, No 1509/10. - Wording adopted in plenary session and sent to the Senate, No 1509/11.

82 - 1995 (ES):

Decisions of the parliamentary consultation committee, Nos 82/30 and 34.

Annales parlementaires. - Debate and adoption. Sittings of 10 and 11 June 1998.

Senate.

Documents parlementaires. - Bill sent by the Chamber of Representatives, No 1-1022/1. - Report, No 1-1022/2. - Wording adopted by the committee, No 1-1022/3. - Decision not to amend, No 1-1022/4.

82-1995 (ES)

Decisions of the parliamentary consultation committee, Nos 1-82/30 and 34.

Annales parlementaires - Debate and adoption. Sittings of 27 and 29 October 1998.

**3. LAW OF 7 DECEMBER 1998 amending Articles 31, 32, 33, 35, 36 and 98 of the law of 14 July 1991 (...)
(Moniteur belge of 23.12.98).**

1997-98 Ordinary Session

Chamber of Representatives:

Documents parlementaires. - Bill, No 1565/1. - Amendments, No 1565/2. - Report, No 1565/3. - Wording adopted in plenary session and sent to the Senate, No 1565/4.

Annales parlementaires. - Debate. Sitting of 15 July 1998. Adoption. Sitting of 16 July 1998.

Senate:

Documents parlementaires. - Bill sent by the Chamber of Representatives, No 1-1075/1. - Bill not cited by the Senate, No 1-1075/2.

Annales parlementaires. - Adoption. Sitting of 21 October 1998.

**4. LAW OF 13 JANUARY 1999 to add Article 52, §1, of the law of 14 July 1991 (...)
(Moniteur belge of 23.02.1999).**

1998-99 Ordinary Session

Senate:

Documents parlementaires. - Bill proposed by Ms. Willame-Boonen and Mr Ph. Charlier, No 1-1118/1.

Amendments, No 1-1118/2. - Report, No 1-1118/3. -
Wording adopted by the committee, No 1-1118/4. -
Wording adopted in plenary session and sent to the
Chamber of Representatives, No 1-1118/5.

Annales parlementaires. - *Annales du Sénat:* 26 November
1998.

Chamber of Representatives:

Documents parlementaires. - Bill sent by the Senate No
1848/1. - Report, No 1848/2. - Wording adopted in
plenary session and submitted for Royal assent, No
1848/3.

Annales parlementaires - *Annales de la Chambre des
représentants:* 17 December 1998.

**5. LAW OF 25 MAY 1999 amending the law of 14 July
1991 (...) (Moniteur belge of 23.06.1999).**

1998-99 Ordinary Session

Chamber of Representatives:

Documents parlementaires. - Bill, No 2050/1. -
Amendments, No 2050/2 and 3. - Report, No 2050/4. -
Wording adopted by the Committee, No 2050/5. -
Amendment submitted after the filing of the report, No
2050/6. - Wording adopted in plenary session and sent
to the Senate, No 2050/7.

Annales de la Chambre des représentants. - 21 and 22
April 1999.

1998-99 Ordinary Session

Senate:

Documents parlementaires. - Bill sent by the Chamber of
Representatives, No 1390/1. - Report, No 1390/2. -
Wording adopted by the Committee, No 1390/3. - Decision
not to amend, No 1390/4.

Annales du Sénat. - 29 and 30 April 1999.

6. LAW OF 25 MAY 1999 amending Articles 97 and 117 of the law of 14 July 1991 (...)
(*Moniteur belge* of 23.06.1999).

1998-99 Ordinary Session

Chamber of Representatives:

Documents parlementaires: Bill, No 2051/1; report, No 2051/2; wording adopted in plenary session and sent to the Senate, No 2051/3.

Annales de la Chambre des représentants: 21 and 22 April 1999.

1998-99 Ordinary Session

Senate:

Documents parlementaires: Bill sent by the Chamber of Representatives, No 1391/1; wording adopted in plenary session and submitted for Royal assent, No 1391/4.

Annales du Sénat: 29 and 30 April 1999.

7. LAW OF 26 JUNE 2000 relating to the introduction of the Euro in the legislation relating to the matters referred to in Article 78 of the Constitution.

1999-2000 Ordinary Session

Chamber of Representatives:

Documents parlementaires: Bill, No 0575/001, of 7 April 2000; amendment No 0575/002; report of 5 May 2000 by Mr Van Weddingen and wording adopted by the committee, No 0575/003; wording adopted in plenary session and sent to the Senate, No 0575/004.

Annales parlementaires: Debate: sitting of 10 May 2000; adoption: sitting of 11 May 2000.

Senate:

Documents parlementaires: Bill sent by the Chamber of Representatives, No 2-432/1; decision not to cite, No 2-432/2.

8. LAW OF 10 DECEMBER 2001 relating to the final transition to the Euro (*Moniteur belge* of 20.12.2001).

Chamber of Representatives:

Documents parlementaires: 1460 - 2001/02: No 1; bill, No 2; report, No 3; wording adopted in plenary session and sent to the Senate; complete report: 28 and 29 November 2001.

Senate:

Documents parlementaires: 2-969 - 2001/02: No 1; bill not cited by the Senate.

9. LAW OF 17 JULY 2002 relating to transactions carried out by means of instruments for the electronic transfer of funds (*Moniteur belge* of 17 August 2002).

Chamber of Representatives:

Documents parlementaires: 50-1389 - 2000/2001: No 1. Bill; 50-1389 - 2001/02: Nos 2 to 4. Amendments; No 5. Report; No 6. Wording adopted by the Committee; No 7. Wording adopted in plenary session and sent to the Senate.

Annales de la Chambre des représentants: complete report of 13 June 2002.

Senate:

Documents parlementaires: 2-1205 - 2001/02: No 1. Bill not cited by the Senate.

10. Article 29 of the LAW OF 11 MARCH 2003 on some legal aspects of services in the information society, repealing paragraph 2 of Article 23, 5 of the law of 14 July 1991 (...), inserted by the law of 25 May 1999 (*Moniteur belge* of 17 March 2003).

Chamber of Representatives:

Documents: Bill, 50-2100, No 1. - Amendments, 50-2100, No 2. - report, 50-2100, No 3. - Wording adopted by the

committee (Article 78 of the Constitution), 50-2100, No 4. - Wording adopted by the committee (Article 77 of the Constitution), 50-2100, No 5. - Wording adopted in plenary session and sent to the Senate (Article 78 of the Constitution), 50-2100, No 6 - Wording adopted in plenary session and sent to the Senate (Article 77 of the Constitution), 50-2297, No 1. Complete report. - 13 February 2003.

Senate:

Documents: Bill sent by the Chamber of Representatives, 2-1480, No 1. Report, 2-1480, No 2. - Wording adopted in plenary session and submitted for Royal assent, 2-1480, No 3.

Annales. 27 February 2003.

11. Article 15 of the LAW OF 24 MARCH 2003 amending the law of 14 July 1991 on commercial practice and on consumer information and protection (Moniteur belge of 8 April 2003).

2001-02 Ordinary Session

Chamber of Representatives:

50-1880: No 1: Bill.

2002-03 Ordinary Session

Chamber of Representatives:

50-1880: Nos 2-3: Amendments. - No 4: Report. - No 5: Wording adopted by the committee. - No 6: Wording adopted in plenary session and sent to the Senate. - *Complete report:* 19 and 20 February 2003.

Senate:

2-148: No 1: Bill sent by the Chamber of Representatives. - No 2: Report. - No 3: Wording adopted in public session and submitted for Royal assent.

Annales du Sénat: 13 March 2003.

12. Article 5 of the LAW OF 1 SEPTEMBER 2004 relating to consumer protection in respect of the sale of consumer goods (*Moniteur belge* of 21 September 2004).

2003-04 Ordinary Session

Chamber of Representatives:

51-982: No 1: Bill. Nos 2-3: Amendments. No 4: Report. - No 5: Wording adopted by the committee. - No 6: Wording adopted in plenary session and sent to the Senate.

Complete report: 27 May 2004.

Senate:

3-722: No 1: Bill cited by the Senate. - No 2: Amendments. - No 3: Report. No 4: Decision not to amend.

Annales du Sénat: 1 July 2004.

13. LAW OF 24 AUGUST 2005 to transpose some provisions of the Directive on the distance marketing of financial services and the Directive on privacy and electronic communications (*Moniteur belge* of 31 August 2005).

2004-05 Ordinary Session

Chamber of Representatives:

51-1776: No 1: Bill. Nos 2-3: Amendments. No 4: Report. - No 5: Wording adopted by the committee. - No 6: Wording adopted in plenary session and sent to the Senate.

Complete report: 30 June 2005

Senate:

3-1270: No 1: Bill not cited by the Senate.

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Chapter I
General definitions

Article 1

For the purposes of this law, the following terms shall have the following meanings:

1. GOODS: tangible moveable assets;

2. SERVICES: all services which constitute a commercial act or a craft activity covered by the law on the craftsmen's register;

3. STANDARD SERVICES: all services with identical or similar features and procedures, regardless in particular of the time or place of performance, the service provider or the person for whom they are intended;

4. LABELLING: the wording, indications, methods of use, product trade marks, images or signs connected with a standard product or service and shown on the product itself or on any packaging, document, notice, label, ring or collar accompanying this product or service or referring thereto;

5. MARKETING: importing with a view to sale, possessing with a view to sale, offering for sale, selling, offering to rent goods or services, renting goods or services, assignment for a charge or free of charge, when these transactions are performed by a vendor;

6. VENDOR:
 - a) any trader or workman and any natural person or legal entity offering goods or services for sale or selling goods or services in the context of a professional activity or in order to carry out their statutory purpose;

b) public bodies or legal entities in which public authorities hold a majority interest which perform an activity of a commercial, financial or industrial nature and which offer goods or services for sale or sell them;

c) persons who carry out a profit making or nonprofit making activity of a commercial, financial or industrial nature, either in their own name or in the name of or on behalf of a third party which may or may not have legal status and who offer goods or services for sale or sell them;

7. CONSUMER: Any natural person or legal entity who acquires or uses marketed goods or services for purposes of an entirely non-professional nature;

8. THE MINISTER: the Minister whose functions include economic affairs.

[9. WORKING DAYS: all calendar days except for Sundays and legal holidays. If a time limit expressed in working days expires on a Saturday, it is extended until the next working day.]

Added in this manner by Article 2 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge 23.06.99).

This law does not apply to securities and other financial instruments covered by the legislation relating to financial transactions and financial markets.

[Under certain circumstances and having regard to such adaptations as He shall determine, the King may however declare that certain provisions of this law are

applicable to the abovementioned securities and other financial instruments or to categories thereof].

Added in this manner by Article 177 of the law of 21 December 1994 covering social and miscellaneous provisions (Moniteur belge 23.12.1994).

Chapter II
Consumer Information
Section 1 - Indicating Prices

Article 2

§1. Except in the case of public sales, any vendor who offers goods for sale to consumers must indicate their prices in writing and unequivocally.

If goods are displayed for sale, the price must additionally be shown in a legible and visible manner.

§2. Any vendor who offers services to consumers must indicate the rate for those services in writing in a legible, visible and unequivocal manner.

Article 3

The indicated price or rate must be the overall price or rate payable by the consumer, including value added tax, any other taxes, and the cost of all the services which must additionally be paid for by the consumer.

Article 4

Prices and rates shall be indicated in Euros at least. The King may, by order deliberated in the Council of Ministers, on the proposal of the Minister for the economy or the Minister whose functions include the middle classes, require that prices and rates be indicated twice in Belgian francs and in Euros for such period as He shall determine, either in general or for such goods and services or categories of goods and services as He shall designate.

He may also designate goods and services, categories of goods and services or distance sales which are exempt from this requirement.

The King may prescribe the particular terms for the double indication in Euros and in Belgian francs.]

Added in this manner by Article 55 of the law of 30 October 1998 relating to the Euro (Moniteur belge, 10.11.98).

Amended by Article 22§1 of the law of 10 December 2001 relating to the final transition to the Euro (Moniteur belge, 20 December 2001).

Article 5

Any indication of a price or rate reduction expressed by an amount or a percentage reduction must be carried out:

- a) by mentioning the new price next to the previous price with a line drawn through it, or
- b) by the words "new price", "old price" next to the corresponding amounts, or
- c) mentioning a percentage reduction and the new price shown next to the previous price with a line drawn through it, or
- d) by mentioning the uniform percentage reduction given on the goods and services or the categories of goods and services affected by this wording. In both cases, the announcement must state whether or not the reduction has taken place.

A price reduction for a product or service shall not in any event be presented to the consumer as a free offer for a quantity of the product or a part of the service.

Article 6

In respect of those goods and services or categories of goods and services which He determines, the King may:

1. prescribe special terms for indicating prices and notices about price reductions and comparisons;
2. dispense with the requirement for the price to be visibly indicated when on display for sale;

3. determine, in respect of services or categories of services which do not meet the definition of standard services, in which cases and according to what terms a prior estimate must be given to the consumer, provided that the consumer so requests and that the vendor is prepared to supply the service.

Section 2 - Indicating Quantities

Article 7

For the purposes of this section, the following terms shall have the following meanings:

1. Goods sold in bulk: goods which are only measured or weighed in the purchaser's presence or by the purchaser;
2. Goods sold individually: goods which cannot be divided without changing their nature or their characteristics;
3. Processed goods: goods which have been divided, weighed, counted or measured, even in the course of production, whether or not followed by a packaging operation, the intention being to make such operations unnecessary at the time of the sale;
4. Pre-packaged goods: processed goods which are packaged before being displayed for sale in a package of any kind whatsoever, which covers them completely or partially, but in such a manner that the contents cannot be changed without opening or changing the packaging.

This definition covers the following:

- a) pre-packaged goods in predetermined quantities: goods which are pre-packaged in such a way that the quantity contained in the package corresponds to a figure chosen in advance;
- b) pre-packaged goods in variable quantities: goods which are pre-packaged in such a way that the quantity contained in the package does not correspond to a figure chosen in advance;

5. Unit of measurement: the unit which corresponds to the definitions of the law of 16 June 1970 on units, standards and measuring instruments and to the definitions in the orders for the implementation thereof;

6. Filler: the party who actually pre-packages goods for sale purposes;

7. Packer: the party who processes goods for sale purposes;

8. Nominal quantity: the net quantity of the product which the pre-package is supposed to contain.

Article 8

§1. Any processed product intended for sale must have an indication on the package or, if there is no package, on the product itself, in a legible, visible and unequivocal manner, of the nominal quantity of the product expressed in a unit of measurement.

§2. In respect of processed goods in quantities of more than 10 kg or 10 l which are intended to be sold on a wholesale basis, the nominal quantity expressed in a unit of measurement must be indicated either on the package or, if there is no package, on the product itself, in a legible, visible and unequivocal manner, or else on the invoice, despatch note or any other document delivered or sent at the time of delivery.

§3. In respect of goods delivered in load units of more than 10 kg or 10 l, the nominal quantity expressed in a unit of measurement must be shown on a weighing or measuring document which is delivered to the purchaser at the time of delivery.

Article 9

The requirement to indicate the nominal quantity applies to the filler or the packer, as the case may be.

If goods are imported, the requirement to indicate the nominal quantity applies to the importer.

However, the requirement to indicate the nominal quantity applies to the party who arranges for the processing or pre-packaging, when he has requested this in writing from the filler, packer or importer, as the case may be.

Article 10

When the nominal quantity has not been shown in accordance with the provisions of Article 8, §1, of this law, the vendor may only offer the goods for sale to the consumer after having shown this quantity, expressed legibly, visibly and unequivocally in units of measurement, on the packaging or, if there is no packaging, on the product itself or on a notice placed near to the product.

Notwithstanding Article 37, §2, it is unnecessary to indicate the quantity in the case of products sold in bulk which are weighed or measured in the consumer's presence or by the consumer.

Article 11

Indications supplied by measuring instruments used to determine the quantities of goods sold in bulk must be clearly legible and visible for the consumer.

Article 12

In respect of those goods or categories of goods which He designates, the King may:

1. prescribe special terms as regards the indication of quantities;
2. dispense with the requirements laid down by Articles 8 to 10;

3. dispense with the indication of the nominal quantity in a unit of measurement and prescribe another unit for sale purposes;
4. determine the acceptable deviations between the nominal quantity indicated and the actual quantity, as well as the procedures for checking those deviations;
5. specify the nominal quantities for the contents and/or the containers of goods intended to be marketed;
6. prescribe the indication of the number of items contained in a pre-package and determine the acceptable deviations between the number indicated and the actual number, as well as the procedures for checking those deviations.

**Section 3 - The name, composition and labelling of
goods and services**

Article 13

[Wording which is the subject of labelling and which is made mandatory by this law, by the orders for the implementation of this law and by the implementation orders referred to in Article 122(2) instructions for use and warranty documents shall be worded, at least, in the language or languages of the linguistic region in which the goods or services are marketed.]

Replaced in this manner by Article 3 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

When labelling is mandatory, it must be used in the form and with the contents specified by the regulations.

The wording on labels must be visible and legible and clearly separate from advertising.

The labelling shall not in any event be presented in such a manner that it can be confused with a quality certificate.

Article 14

§1. Without prejudice to the powers conferred upon Him in the field of public health, the King may make the following orders in order to ensure the fairness of commercial transactions or to protect the consumer:

- a) in respect of those goods or categories of goods which He designates, prescribe the labelling and determine the wording and other features thereof;
- b) specify the conditions with which goods must comply in terms of composition, constitution, presentation, quality and safety in order to be marketed, whether or not this is done under a given name;
- c) prohibit the marketing of goods under a given name;
- d) require the use of a given name for goods which are marketed;
- e) require the addition of signs, words or phrases to the names under which goods are marketed in order to clarify their meaning;
- f) prohibit the addition of certain signs, words or phrases to the names under which goods are marketed.

§2. Before proposing an order pursuant to the previous paragraph, the Minister shall consult the Consumer Council and the Higher Council for the Self-Employed and shall specify the time limit within which the opinion must be given. Once this time limit has expired, the opinion is no longer required.

Article 15

In respect of standard services or categories of standard services, the King may, while complying with the formalities laid down by Article 14, §2, in order

to ensure the fairness of commercial transactions or to protect the consumer:

- a) determine what description and general details of services must be communicated to the consumer and in what manner;
- b) prohibit the marketing of services under a given name;
- c) require the use of a given name for services which are marketed;
- d) require the addition of signs, words or phrases to the names under which services are marketed in order to clarify their meaning;
- e) prohibit the addition of certain signs, words or phrases to the names under which services are marketed.

Where steps to be taken to implement this Article relate to financial services, those steps shall be proposed jointly by the Minister of Economic Affairs and the Minister of Finance.

Chapter III **Appellation of origin**

Article 16

For the purposes of this law, "appellation of origin" means the geographical name of a country, region or locality, used to designate a product originating from there and whose quality and features are due exclusively or mainly to the geographical environment including natural and human factors.

Article 17

Notwithstanding any other legal or regulatory provisions relating to goods, the King may, on a proposal by the Minister for the middle classes:

1. Designate names which are to be considered as appellations of origin applicable to Belgian products other than appellations of a regional or local nature;

2. Specify the conditions which these products must comply with in order to be produced, offered for sale and sold under a given appellation of origin.

The geographical name, which is used generally to designate the type or the presentation of a product, does not in itself constitute an appellation of origin.

Article 18

Before proposing any order to implement Article 17, the Minister for the middle classes shall publish a notice in the *Moniteur belge* specifying the name which he considers capable of being regarded as an appellation of origin and inviting any interested person or association to make observations within one month of the said publication.

The Minister for the middle classes shall also consult the chamber of trade and small businesses which has been established for the province or provinces from which the goods that are capable of being designated under an appellation of origin originate and shall specify the time limit within which the opinion must be given.

Article 19

In order to guarantee proper use of the appellations of origin recognised pursuant to Article 17, the King may:

1. Approve one or more bodies whose function shall be to certify, by means of certificates of origin, that goods sold under a given appellation of origin meet the conditions stipulated by the Royal order which recognises the said appellation of origin;

2. Make the manufacture, offering for sale and selling of goods under a given appellation of origin subject to the possession of an individual or

collective certificate of origin originating from an approved body.

The King shall specify the conditions and guarantees which these bodies must present in order to benefit from the approval, as well as the amount of the fees which they are authorised to demand for the issue of certificates of origin.

Article 20

It is prohibited:

1. To use a name by presenting it as an appellation of origin when such a name has not been recognised as an appellation of origin;
2. To manufacture, offer for sale and sell, under an appellation of origin, goods which do not meet the conditions specified with regard to the recognition of the appellation of origin;
3. To manufacture, offer for sale and sell, under an appellation of origin, goods which are not covered by a certificate of origin when such a certificate is required.

Article 21

The improper use of an appellation of origin shall remain prohibited despite:

1. The addition of any terms to the said appellation of origin, in particular correcting terms such as "sort", "type", "manner" or "similar";
2. The fact that the disputed name has been used to indicate the origin of the product;
3. The use of foreign words when those words are merely the translation of an appellation of origin or are capable of creating confusion with an appellation of origin.

Chapter IV
Advertising

Article 22

For the purposes of this law, any communication having the direct or indirect purpose of promoting the sale of goods or services, including immovable assets, rights and obligations, regardless of the location or the means of communication used shall be regarded as advertising.

[Any advertisement which, explicitly or implicitly, identifies a competitor or goods or services offered by a competitor shall be regarded as comparative advertising.]

Added in this manner by Article 4 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 23

Without prejudice to other legal or regulatory provisions, the following is prohibited:

1. Any advertising which involves statements, indications or representations which may be misleading as to the identity, nature, composition, origin, quantity, availability, method and date of manufacture or the features of a product or the environmental effects; "features" shall mean the benefits of a product, particularly from the point of view of its properties, the possible ways of using it, the results which may be expected from using it, [the conditions on which it may be obtained, in particular the price or the method of establishing it and the essential features of the tests or checks carried out on the product and the services accompanying it];

Replaced in this manner by Article 5(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

2. Any advertising which involves statements, indications or representations which can be misleading as to the identity, nature, composition, duration, availability, date of performance or features of a service; "features" shall mean the benefits of a service, in particular from the point of view of its properties, the results which can be expected from using it, [the conditions on which it may be obtained, in particular the price or the method of establishing it and the essential features of the tests or checks carried out on the service and the services accompanying it];

Replaced in this manner by Article 5(2) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

3. Any advertising which involves statements, indications or representations which may be misleading as to the identity or the qualities of the vendor of a product or service;

4. Any advertising by means of which the vendor omits essential information in order to mislead as to the same elements as those referred to in paragraphs 1, 2 and 3;

5. Any advertising which, in view of its overall effect, including its presentation, cannot be clearly distinguished as such and which does not include the word "advertising" in a legible, visible and unequivocal manner;

[...]

Amended in this manner by Article 29 of the law of 11 March 2003 repealing paragraph 2 of Article 23(5) of the law of 14 July 1991 on commercial practice and consumer information and protection, inserted by the law of 25 May 1999 (Moniteur belge, 17.03.2003).

6. Any advertising which [without prejudice to the provisions of Article 23 bis] involves denigratory elements with regard to another vendor or to the goods, services or activity of another vendor;

Inserted in this manner by Article 5(4) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

7. Any advertising which [without prejudice to the provisions of Article 23 bis] involves comparisons which are misleading or denigratory or which unnecessarily imply the possibility of identifying one or more other vendors;

Inserted in this manner by Article 5(5) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

8. Any advertising which [without prejudice to the provisions of Article 23 bis] involves elements which are capable of creating confusion with another vendor or with the goods, services or activity of another vendor;

Inserted in this manner by Article 5(6) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

9. Any advertising which relates to an offer of goods or services when the vendor does not have sufficient stock or cannot in fact perform the services which must normally be expected, having regard to the extent of the advertising;

10. [Any advertising which makes the consumer hopeful or certain that he has won or may win any product, service or benefit as a result of chance.

This prohibition does not apply to:

- advertising for authorised lotteries;
- advertising involving offers, whether free or not, for tickets for authorised lotteries, including the offers referred to in Articles 56.6 and 57.2;]

Replaced in this manner by Article 5(7) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

11. Any advertising which promotes an action which must be regarded as a contravention of this law or as an offence pursuant to Articles 102 to 105 of this law;

12. Any advertising which refers to comparative tests made by consumer organisations;

13. Any advertising which, with reference to goods or equipment other than medicines, improperly refers to an improvement in the consumer's state of health.

[14. Any advertising which, except in the case of authorised joint offers, relates to a free offer for goods or services or any other benefit when the request to obtain it is not separate from any order form for goods or services.]

Added in this manner by Article 5(8) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

[Article 23 bis.

§1. Comparative advertising is lawful when the following conditions are met as regards the comparison:

1. It is not misleading within the meaning of Article 23(1) to (5) of this law;

2. It compares goods or services which meet the same needs or have the same objective;

3. It makes an objective comparison of one or more essential, relevant, verifiable and representative features of those goods and services, possibly including the price;

4. It does not cause confusion in the market between the advertiser and a competitor or between the advertiser's trade marks, trade names, other distinctive signs, goods or services and those of a competitor;

5. It does not involve discrediting or denigrating a competitor's trade marks, trade names, other distinctive signs, goods, services, activities or situations;

6. In the case of goods which have an appellation of origin, it relates in each case to goods which have the same appellation;

7. It does not improperly benefit from the reputation connected to a competitor's trade mark, trade name or other distinctive signs or from the appellation of origin of competing goods;

8. It does not present a product or service as an imitation or reproduction of a product or service bearing a protected trade mark or trade name.

§2. Any comparison referring to a special offer must clearly and unequivocally indicate the date on which the special offer comes to an end or, as the case may

be, the fact that it is valid until the goods or services are exhausted and, if the special offer has not yet commenced, the starting date of the period during which a special price or other specific conditions are applicable.

§3. Any comparative advertising which does not comply with the conditions laid down in §§1 and 2 is prohibited.]

Inserted in this manner by Article 6 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 24

§1. When, pursuant to Article 101 of this law, the Minister or the Agent appointed by him pursuant to Article 113, §1, warns an advertiser of an advertising message covering one or more of the following measurable and verifiable factual details:

- the identity;
- the quantity;
- the composition;
- the price;
- the origin;
- the production or expiry date;
- the conditions for the sale, rental, leasing, delivery or guarantee of the goods or services covered by the advertising;
- the possible uses;
- the availability and the existence of the goods or services presented;

that one or more of these details are likely to be misleading, the advertiser shall be obliged, [within a maximum period of one month], to provide proof of the correctness of the said details.

Inserted in this manner by Article 7 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

§2. In the case of the details referred to in §1, the advertiser is also obliged to provide this proof when cessation proceedings are commenced by:

1. The Minister and, if applicable, the competent Minister referred to in Article 98, §2;

2. The other persons referred to in Article 98, §1, provided that, having regard to the legitimate interests of the advertiser and of any other party to the proceedings, the presiding judge of the commercial court considers that such a requirement is appropriate, in view of the circumstances of the particular case.

If the proofs required under the previous paragraph are not provided or are considered insufficient, the presiding judge of the commercial court may regard the factual details as being incorrect.

§3. Contracts and the conditions on which goods and services are supplied to consumers may be interpreted in particular depending on the factual details referred to in §1 and contained in the advertisement.

Article 25

Any advertisement relating to pre-packaged goods in predetermined quantities must mention the nominal quantities contained in the packages, in accordance with the provisions of Section 2 of Chapter II, when the advertisement mentions the sale prices of those goods.

Article 26

Any advertisement mentioning a price or a price reduction must indicate it in accordance with the provisions of Articles 3 and 4 and, if applicable, of

Article 5 and the provisions made pursuant to Article 6(1).

Article 27

Cessation proceedings on the basis of failure to comply with the provisions [of Articles 23 and 23bis] may be commenced only against the advertiser of the contested advertisement.

Replaced in this manner by Article 8 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

However, when the advertiser is not resident in Belgium and has not appointed a responsible person who is resident in Belgium, the cessation proceedings may also be commenced against the following:

- the publisher, in the case of written advertising, or the producer, in the case of audio-visual advertising;
- the printer, or the director, if the publisher or the producer are not resident in Belgium and have not appointed a responsible person who is resident in Belgium;
- the distributor and any person who knowingly contributes to the advertising having its effect, if the printer or the director are not resident in Belgium and have not appointed a responsible person who is resident in Belgium.

Article 28

§1. Without prejudice to the powers conferred on Him pursuant to any other legal provision, the King may, by order deliberated in the Council of Ministers, in respect of such goods or services or categories of goods or services as He shall determine:

1. Prohibit or restrain advertising in order to ensure increased protection for the safety of the consumer and the environment;

2. Determine the minimum wording of the advertisement in order to ensure that the consumer is better informed.

§2. Before proposing an order pursuant to §1, the Minister shall consult the Consumer Council and set the time limit within which the opinion must be given. When this time limit has expired, the opinion is no longer required.".

Article 29

§1. The King shall, within the Consumer Council and on such terms as He shall determine, create a committee responsible for expressing opinions and recommendations on the subject of advertising and labelling relating to the effects on the environment and on the subject of developing an ecological advertising code.

§2. Before proposing an order about labelling or advertising relating to the effects on the environment pursuant to this law, the Minister of Economic Affairs shall consult the Committee referred to in §1 as well as the competent Minister for the environment. The Minister of Economic Affairs shall set the time limit within which the Committee's opinion must be given. When this time limit has expired, the opinion is no longer required.

§3. After the Committee has given its opinion and on the joint initiative of the Minister of Economic Affairs and the Minister whose functions include the environment, the King may impose an ecological advertising code.

§4. The King shall determine the composition of the Committee. Its Members must include at least two

representatives of environmental protection associations.

[Article 29bis

§1. The use of automated calling systems without human intervention and of fax machines for personalised advertising purposes, without the prior, free, specific and informed consent of the recipients of the messages, is prohibited. The King may, by order deliberated in the Council of Ministers, extend this prohibition to other communications techniques, having regard to their development.

Notwithstanding paragraph 1, and without prejudice to §4 (2), no issuing party shall be required to request legal entities to give prior consent to receive advertising by means of the techniques which are referred to in paragraph 1.

Without prejudice to Article 14 of the law of 11 March 2003 on certain legal aspects of services in the information society, personalised advertisements distributed by techniques other than those referred to in paragraph 1 may only be distributed if there is no evident opposition on the part of the recipient, being a natural person or a legal entity. The recipient shall not incur any expenses because of the exercise of his right of opposition.

§2. When any advertisement is sent by means of a communications technique referred to in §1(1), the issuing party shall supply clear and comprehensible information regarding the right to refuse to receive advertisements in the future.

§3. When any advertisement is sent by means of a communications technique referred to in §1(3), it is prohibited to conceal the identity of the vendor in whose name the communication is made.

§4. The party sending the message shall be responsible for proving that advertising sent by means of a communications technique referred to in §1(1) has been requested.

Any person may notify a given issuer directly, without any charge and without indicating any reasons, that he no longer wishes to receive advertisements sent by means of a technique referred to in §1(1).]

Inserted in this manner by Article 2 of the law of 24 August 2005 to transpose certain provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005).

Chapter V

General provisions relating to the sale of consumer goods and services

Section 1 - The obligation to inform the consumer

Article 30

The vendor shall, no later than at the time of concluding the sale, provide the consumer in good faith with correct and necessary information relating to the features of the product or service and the sale conditions, having regard to the information requirements expressed by the consumer and to the use which has been stated by the consumer or which is reasonably foreseeable.

Section 2 - Unfair terms

Article 31

§1. For the purposes of this law, "unfair terms" shall mean any term or condition which, on its own or in combination with one or more other terms or conditions, creates an evident imbalance between the parties' rights and obligations.

[§2. For the purposes of this section, the following terms shall have the following meanings:

1. "goods": not only tangible moveable assets, but also real estate, rights and obligations;

2. "vendor": not only the persons referred to in Article 1(6) but also any other natural person or legal entity, with the exception of members of a liberal profession as defined in Article 2(1) of the law of 3 April 1997 relating to unfair terms in contracts entered into with their clients by members of liberal professions, acting in the course of his professional activity in a contract entered into with a consumer.

§3. The unfair nature of a contractual term shall be assessed with regard to the nature of the goods or

services covered by the contract and with reference, at the time of the concluding of the contract, to all the circumstances applicable when it was concluded, as well as all the other terms of the contract or of any other contract to which it relates.

The assessment of the unfairness of the terms shall not cover the definition of the main purpose of the contract or the appropriateness of the price and the remuneration, on the one hand, and the goods or services to be supplied in exchange, on the other hand, provided that these terms are written in a clear and comprehensible manner.

§4. When some or all terms of the contract are in writing, those terms must be written in a clear and comprehensible manner.

In case of doubt as to the meaning of a term, the interpretation which is most favourable to the consumer shall apply. This rule of interpretation shall not apply in the cessation proceedings provided for in Article 95.]

Added in this manner by Article 2 of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge 23.12.98).

Article 32

[In contracts entered into] between a vendor and a consumer, terms and conditions or combinations of terms and conditions for any of the following purposes are unfair:

Amended in this manner by Article 3(1) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

1. To provide, at the time of the signature of the contract, for an immediate and definite commitment on the part of the consumer whereas the vendor contracts subject to a condition the performance of which is dependent on his will alone;

2. To make the price vary according to elements which are dependent on the vendor's will alone;

[This provision shall not prohibit the following:

- price indexation clauses provided that they are not unlawful and that the manner in which the price is adapted is explicitly referred to in the contract,

- terms whereby the vendor of financial services reserves the right to amend the price of those services, provided that he is required to give the consumer reasonable notice of such amendment and that the consumer is free to cancel the contract immediately.

- terms whereby the vendor of financial services reserves the right to amend the interest rate payable by or to the consumer, without any prior notice in the event of a valid reason, provided that the vendor is required to notify the consumer thereof as soon as possible and that the consumer is free to cancel the contract immediately];

Added in this manner by Article 3(2) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

3. To reserve to the vendor the right unilaterally to amend the features of the product or service to be supplied, if those features are of an essential nature for the consumer or for the use to which the consumer intends to put the product or service, provided at

least that the vendor has been notified of this use and has accepted it or that, in the absence of any such specification, that this use has been reasonably foreseeable;

4. Unilaterally to lay down or amend the period for the delivery of a product or for the performance of a service;

5. To grant the vendor the right unilaterally to determine whether the product or service supplied is in accordance with the contract; [or to confer on him the exclusive right to interpret any term of the contract];

Added in this manner by Article 3(3) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

6. To prohibit the consumer from requesting the cancellation of the contract in the event of the vendor failing to perform his obligations;

7. To restrict the consumer's right to cancel the contract where, in the context of his warranty obligation, the vendor fails to comply with his obligation to repair the product within a reasonable period or at all;

8. To require the consumer to perform his obligations when the vendor has not performed his own obligations or is in default of performance of his obligations;

9. Without prejudice to Article 1184 of the Civil Code, to authorise the vendor to break or to amend the contract unilaterally, without compensation for the consumer, except in the case of force majeure;

10. Even in case of force majeure, to authorise the consumer to break the contract only on payment of damages;

11. To discharge the vendor from his liability in the event of fraud or gross negligence on his part or on the part of his employees or agents or in the event of any failure to perform an obligation which consists of one of the main services to be provided under the contract;

[12. To cancel or reduce the legal warranty in respect of latent defects provided for by Articles 1641 to 1649 of the Civil Code or the legal obligation to supply goods in accordance with the contract which is provided for by Articles 1649bis to 1649octies of the Civil Code];

Replaced in this manner by Article 5 of the law of 1 September 2004 on consumer protection in the case of the sale of consumer goods [Moniteur belge, 21.09.2004)

13. To set an unreasonably short period for notifying the vendor of defects;

14. To prohibit the consumer from offsetting a debt owed to the vendor against a debt owed to him by the vendor;

15. To set the amount of the compensation payable by the consumer if he fails to perform his obligations, without providing for similar compensation to be payable by the vendor if he fails to perform his obligations;

16. To bind the consumer for an indefinite period without specifying a reasonable cancellation period;

17. To extend the contract for an unreasonable period if the consumer fails to cancel in time [or automatically to extend a fixed-term contract, in the absence of notification to the contrary by the consumer, although a date which is too far away from the end of the contract has been specified as the deadline for the consumer to express this wish for the contract not to be extended.]

Added in this manner by Article 3(4) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

18. To limit the means of proof which the consumer may use;

19. To cause the consumer, in case of dispute, to abandon any recourse which he may have against the vendor;

20. To allow the applicant, by means of a choice of residence shown in the contract, to submit his application to a court other than that designated by Article 624(1), (2) and (4) of the Judicial Code, without prejudice to the application of the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters, approved by the law of 13 January 1971;

21. To set amounts by way of damages claimed in the event of the purchaser failing to perform or delaying the performance of his obligations, where those amounts evidently exceed the extent of the loss which the vendor can have sustained.

[22. To authorise the vendor to cancel or amend the contract because of the introduction of the Euro.

This provision is not applicable to terms which have been individually negotiated.

If the vendor maintains that the term has been individually negotiated, the burden of proof shall be on him.

However, a term shall be undisputedly regarded as not having been individually negotiated where it has been written before the conclusion of the contract and the consumer, for that reason, has been unable to have any influence over its content, particularly in the context of a membership contract.]

Added in this manner by Article 58 of the law of 30 October 1998 relating to the Euro (Moniteur belge, 10.11.98).

[[22bis] To exclude or limit the vendor's legal liability in the event of the consumer's death or physical injury caused to him as a result of an act or an omission on the part of this vendor.]

Added in this manner by Article 3(5) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98) and replaced in turn by Article 9 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

[23. To state undisputedly that the consumer accepts terms which he has not in fact had the opportunity to note before entering into the contract;

24. To allow the vendor to retain sums paid by the consumer where the consumer decides not to enter into a contract, without providing for the consumer to be

entitled to receive compensation of an equivalent amount from the vendor when it is the vendor who decides not to do so;

25. To allow the vendor to retain sums paid by the consumer where it is the vendor himself who cancels the contract;

26. To restrict the vendor's obligation to comply with commitments entered into by his agents or to make his commitments subject to compliance with a particular formality;

27. Inappropriately to exclude or limit the consumer's legal rights against the vendor or any other party in the event of total or partial non-performance or defective performance by the vendor of any of his contractual obligations whatsoever;

28. To provide for the possibility of assignment of the contract by the vendor, without the consumer's agreement, where such assignment may cause a reduction in the warranties for the consumer.]

Added in this manner by Article 3(5) of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

[29. To increase the stated price of a product or service because of the consumer's refusal to pay by bank transfer;

30. To increase the stated price for a product or service because of the consumer's refusal to receive his invoices by e-mail.]

Added in this manner by Article 2 of the law of 3 December 2006 amending the law of 14 July 1991 on

commercial practice and consumer information and protection and prohibiting any increase in the price of a product or service because of the consumer's refusal to pay by bank transfer or to receive invoices by e-mail (Moniteur belge, 20.12.06).

[Article 33

§1. Any term which is unfair under the provisions of this section is prohibited and null and void.

The contract shall remain binding on the parties if it can continue without the unfair terms.

The consumer may not abandon the benefit of the rights conferred on him by this section.

§2. A term declaring that the law of a non-EU country is applicable to the contract shall be deemed to be unwritten as regards matters governed by this section where, in the absence of that term, the law of a Member State of the European Union would apply and where that law provides greater consumer protection in the said matters.]

Replaced in this manner by Article 4 of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98)

Article 34

In order to provide a balance between the rights and obligations of the parties in sales of consumer goods or services or to ensure the fairness of commercial transactions, the King may, by order deliberated in the Council of Ministers, in respect of those sectors of commercial activity or categories of goods and services that He shall determine, prescribe or prohibit the use of certain terms in consumer sale contracts. He may also require the use of standard contracts.

Before proposing an order pursuant to paragraph 1, the Minister shall consult the Unfair Terms Committee and the Higher Council for the Self-Employed and shall set the time limit within which the opinion must be given. Once that time limit has elapsed, the opinion shall no longer be required.

Section 3 - The Unfair Terms Committee

Article 35

§1. The King shall create an Unfair Terms Committee within the Consumer Council and on such terms as He shall determine.

§2. The committee shall be aware of the terms and conditions used in sale offers and sales of goods and services between vendors and consumers.

§3. The committee may be consulted by the Minister or by consumer organisations or by [...] concerned professional and interprofessional groups.

Amended in this manner by Article 5 of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer protection (Moniteur belge, 23.12.98)

It may also consider matters of its own motion.

§4. The King shall determine the composition of the Unfair Terms Committee.

Article 36

§1. The committee shall recommend:

1. the cancellation or amendment of terms and conditions which appear to it to create an evident imbalance between the parties' rights and obligations to the consumer's detriment;

2. the insertion of wording, terms and conditions which appear to it to be necessary for consumer information or the absence of which appears to it to create an evident imbalance between the parties' rights and obligations, to the consumer's detriment;

3. a wording and a presentation of terms and conditions which are likely to allow the consumer to understand their meaning and extent.

[...] Professional and interprofessional groups or consumer organisations may ask for the committee's opinion on proposed terms or conditions used in sale offers and sales of goods and services between vendors and consumers.

Amended in this manner by Article 6 of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98)

§2. Within its powers, the Committee shall propose to the Minister any legislative or regulatory amendments which appear to it to be desirable.

§3. The Committee shall prepare and publish a report on its activities every year. This shall contain, in particular, the full wording of the recommendations and proposals made during the year.

Section 4 - Documents relating to sales of goods and services

Article 37

§1. Any vendor of services shall supply a supporting document free of charge to any consumer who requests such a document. This obligation shall not apply where the price of the service appears in the price list

required by Article 2, §2, of this law or where an estimate or an invoice is delivered which includes the wording referred to in §2.

This Article shall not apply to contracts entered into as "package" contracts or under any other equivalent name, the purpose of which is the provision of a service for an overall fixed price agreed prior to the service and covering the whole of that service.

§2. The King:

- shall determine, either in general or for those services or categories of services which He shall designate, the wording which must appear in the supporting document;

- may exempt those services or categories of services which He shall designate from the application of this Article;

- may designate the goods or categories of goods to which this Article shall apply.

[- may, notwithstanding §1 of this Article, in respect of those services or categories of services which He shall determine, require the vendor to supply the consumer, free of charge, with a supporting document, the wording and terms of which He shall determine.

§3. Orders made pursuant to the fourth indent of §2 of this Article shall be submitted by the Minister of Economic Affairs for the opinion of the Consumer Council. The Minister for Economic Affairs shall set the time limit within which the opinion must be given. The opinion shall no longer be required if it has not been given within the time limit provided for].

Added in this manner by the single Article of the law of 13 April 1995 requiring certain information to be communicated to clients by banks and credit companies (Moniteur belge, 07.06.1995).

Article 38

Where Article 37 requires the delivery of a supporting document, a consumer who requests such a document need not pay for the services supplied until the document has been delivered.

Article 39

All vendors shall supply an order form when the supplying of the product or service is deferred and an advance payment is made by the consumer.

The statements made in the order form shall be binding on the party who has drawn it up, despite any general or particular, different or contrary conditions.

The King may determine the wording which must appear in the order form.

Chapter VI

Certain commercial practices

Section 1 - Dumping

Article 40

All merchants are prohibited from offering a product for sale, or from selling a product, at a loss.

Any sale at a price which is not at least equal to the price charged for the product at the time of the supply or which will be charged for it in the event of resupply shall be regarded as a sale at a loss.

Any sale which, having regard to these prices and the general costs, only produces an extremely low profit margin shall be treated as a sale at a loss.

In order to assess whether the profit margin is normal or exceptionally low, account shall be taken in particular of the sales volume and the stock turnover.

In respect of those goods or categories of goods which He shall designate, which are offered for sale or sold to the consumer, and for a maximum period of six months, the King may, by order deliberated in the Council of Ministers, set the minimum commercial margin below which a sale shall be regarded as a sale at a loss.

Before proposing an order pursuant to the previous paragraph, the Minister shall consult the Price Regulation Committee and set the deadline by which the opinion must be given. Once this deadline has passed, the opinion is no longer required.

Article 41

§1. The prohibition provided for under Article 40 shall not however apply:

- a) to goods in a closing-down sale;
- b) to goods in a clearance sale;
- c) to clear goods which can rapidly deteriorate and the preservation of which can no longer be guaranteed;
- d) to goods which are specially offered for sale to meet a temporary need of the consumer when the event or the temporary craze which is the cause of this need has passed, if it is evident that these goods can no longer be sold on normal commercial terms;
- e) to goods with a greatly reduced commercial value because they have deteriorated, the possibilities of using them have been reduced or there has been a fundamental technological change;

f) where the price of the product is, because of competitive requirements, in line with that generally applied by other merchants to the same product.

§2. Contractual terms prohibiting sale at a loss may not be used against a party who sells the product in the circumstances provided for in §1 c).

They shall also not be enforceable in the other cases in question if the selling party has notified the manufacturer or, if he does not know the manufacturer, the supplier of the product, by recorded-delivery letter, of his intention to sell at a loss, as well as the prices that he intends to apply and if, within a period of 15 working days from the date of this notification, the abovementioned person has not notified the selling party, by the same means, of an offer to repurchase the relevant goods at the prices indicated in the notification.

Section 2 - Reduction announcements and price comparisons

Article 42

Notices to the consumer about sale price reductions made in accordance with Article 5 and those which suggest a price reduction without using any of the means provided for in Article 5 shall be subject to the provisions of this section.

Article 43

§1. Any vendor who announces a price reduction must refer to the price which he previously and usually applied to identical goods or services in the same establishment.

§2. Price reductions which are announced must be genuine. Except in the case of goods which can deteriorate rapidly, no price or price list can be

regarded as customary if it has not been applied for a continuous period of one month immediately prior to the date from which the reduced price is applicable.

The date from which the reduced price is applicable must remain indicated throughout the sale period.

Except in the case of closing-down sales, this period may not exceed one month and, except in the case of the goods referred to in Article 41, §1, c), may not be less than one complete selling day.

§3. In the case of goods which are offered for sale in the manner provided for in Article 49, the price applied without interruption during the periods referred to in Article 53 shall be regarded as customary.

§4. [Without prejudice to the provisions of Article 23 *bis*, the vendor may only refer to other prices if he announces in a legible, visible and unequivocal manner that he is doing so and if it is a retail price regulated pursuant to a law.] In this event, he may not make use of the means of indicating price reductions which are referred to in Article 5.

Replaced in this manner by Article 10 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

§5. No party shall make use of a price reduction or price comparison announcement if he is unable to prove that the reference price complies with the provisions of this Article.

Article 44

The King shall designate those goods, services or categories of goods or services for which the price

reduction or price list reduction announcements referred to in Article 42 are prohibited and shall lay down the terms and the periods during which these prohibitions shall apply.

Before proposing an order pursuant to the previous paragraph, the Minister shall consult the Consumer Council and the Higher Council for the Self-Employed and shall set the deadline by which the opinion must be given. Once this deadline has elapsed, the opinion is no longer required.

Article 45

When a price reduction is announced outside the establishment as being for a limited period, a vendor who no longer possesses the relevant goods must supply the consumer, in respect of any product costing more than EUR 25 which is out of stock, a voucher entitling him to purchase the product within a reasonable period and on the same terms as the offer, unless it is impossible to restock on the same terms.

This Article shall not apply to clearance sales or to closing-down sales.

The King may alter the figure referred to in the first paragraph.

Replaced in this manner by Article 3 of the Royal Order of 20 July 2000 (Moniteur belge, 30 August 2000), relating to the introduction of the Euro on 1 January 2002.

Section 3 - Closing-down sales

Article 46

For the purposes of this law, "closing-down" shall mean any offer to sell or sale which is announced under the name "Liquidation", "Uitverkoop" or "Ausverkauf" or

under any other equivalent name and which takes place with a view to the rapid sale of a stock or a range of goods in any of the following circumstances:

1. The sale takes place pursuant to a court decision;
2. A deceased vendor's heirs or beneficiaries put all or some of the stock received by them up for sale;
3. The vendor puts up for sale all or some of the stock transferred by a party whose business he takes over;
4. A vendor who gives up trading puts all his stock up for sale, provided however that the vendor has not liquidated similar goods for the same reason in the previous three years;
5. Conversion or restoration work lasting more than [20 working days] is carried out in premises where consumer sales usually take place and makes sales impossible there while they are being carried out, provided however that the vendor has not liquidated similar goods for the same reason in the previous three years;

Replaced in this manner by Article 11(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99)

[6. The transfer or closure of the establishment where consumer sales usually take place requires the sale of the goods which are in the vendor's establishment, provided that the establishment has been run for at least one year by the same vendor prior to the start of the closing-down sale;]

Replaced in this manner by Article 11(2) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99)

7. Serious damage has been caused by an accident to all or a substantial part of the stock of goods;

8. A force majeure occurrence has resulted in a substantial obstacle to the business;

[9. A tradesman or craftsman who abandons all professional activity because of retirement, provided however that he has not held a closing-down sale during the previous year for the reason referred to in paragraph 4 or for the reason of the closure of the establishment referred to in paragraph 6.]

Added in this manner by Article 11(3) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99)

Article 47

It is prohibited to announce a sale by making use of the name "Liquidation", "Uitverkoop" or "Ausverkauf", either in isolation or with other words, or using any other equivalent name, in cases other than those referred to in Article 46 and if the conditions provided in respect of such sales are not satisfied.

Article 48

§1. Except in the case provided for in Article 46(1), no liquidation may take place or be announced unless the vendor has first notified the Minister or the official appointed by him for this purpose of his intention of so doing.

This notification, which must be given by recorded-delivery letter, must state the commencement date of the sale and must refer to and establish that one of the circumstances referred to in Article 46 applies.

No liquidation may take place until ten working days after the posting of the recorded-delivery letter, except in the cases provided for under Article 46(7) and (8).

[The duration of the liquidation shall be limited to five months in the cases referred to in Article 46(1) to (8) and to twelve months in the case referred to in Article 46(9).

Interruptions of the closing-down sale during the period referred to in paragraph 1 shall not have any suspensive effect.]

Replaced in this manner by Article 12 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99)

Any announcement or other advertisement about a closing-down sale shall specify the commencement date of the sale.

§2. Except in the cases referred to in Article 46(1) and (7), any closing-down sale must take place in the premises where identical goods were customarily put on sale by the vendor himself or by the deceased or transferring vendor.

Any vendor who considers it impossible to comply with this provision shall, by recorded-delivery letter, request an exemption from the Minister or the official appointed by him for this purpose, specifying the

reasons claimed and the place where he wishes to carry out the closing-down sale. A decision on this request shall be made within ten working days. Unless a reasoned refusal is given within this period, the exemption shall be deemed to have been granted.

§3. Only goods which form part of the vendor's stock at the time of the court decision referred to in Article 46(1), at the time of the accident referred to in Article 46(7) or the notification date provided for in §1 may be offered for sale or sold in a closing-down sale.

However, goods which, at the time of the court decision referred to in Article 46(1), at the time of the death of the vendor referred to in Article 46(2), at the time of the accident referred to in Article 46(7), or at the time of the obstacle referred to in Article 46(8), have been the subject of an order which may be regarded as normal in view of its size and its date may also be offered for sale or sold in a closing-down sale.

If the vendor has a number of sales establishments, goods may not, without authorisation on the part of the Minister or the official appointed by him for this purpose, be transferred from one establishment to the place where the closing-down sale is being held.

Authorisation must be sought by recorded-delivery letter, stating the circumstances which justify the request. A decision on this request shall be made within ten working days. If no reasoned refusal is given within this period, consent shall be deemed to have been given to the transfer of the goods.

§4. Except in the case provided for in Article 46(1), any product which is offered for sale or sold in a closing-down sale must be subject to a price reduction

which must be genuine by comparison with the price normally applied in respect of identical goods, in accordance with the provisions of Article 43, either by the vendor himself or by the deceased or transferring vendor.

Section 4 - Clearance sales

Article 49

For the purposes of this law, "clearance sale" shall mean any offer for sale or sale to the consumer which takes place with a view to the seasonal renewal of a vendor's range by means of the rapid sale of goods at reduced prices, which is announced under the name "Soldes", "Opruiming", "Solden" or "Schlussverkauf", or under any other equivalent name.

Article 50

§1. It is prohibited to announce a sale by using the name "Soldes", "Opruiming", "Solden" or "Schlussverkauf", either in isolation or in combination with other words, or by using any other name or presentation suggesting a clearance sale, in circumstances other than those referred to in Article 49, and if the conditions provided in respect of such a sale are not satisfied.

Article 51

§1. The sale must take place in the premises where the goods being cleared or identical goods were customarily put on sale.

§2. Only those goods which the vendor possesses at the start of the clearance sale and which he has customarily offered for sale before that date may be the subject of a clearance sale.

§3. Any product offered for sale or sold in a clearance sale must be subject to a price reduction,

which must be genuine by comparison with the price customarily applied in respect of identical goods, in accordance with the provisions of Article 43.

Article 52

[§1. In the clothing, leather goods and footwear sectors, the offers for sale and the sales referred to in Article 49 may take place only during the period from 3 January to 31 January inclusive and from 1 July to 31 July inclusive.]

Replaced in this manner by Article 1 of the law of 5 November 1993 amending Articles 52, 53 and 68 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 11.11.93)

[When 3 January or 1 July is a Sunday, the offers for sale and the sales referred to in Article 49 may start on the day preceding those dates.]

Added in this manner by Article 2 of the law of 13 January 1999 adding Article 52, §1, of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.02.99)

§2. In the case of those other goods or categories of goods that He shall determine, the King may, in respect of the whole Kingdom, set the periods during which clearance sales may take place. If no such regulation is made, clearance sales may take place only during the periods referred to in §1.

§3. The King may set the terms on which clearance sales take place.

§4. Before proposing an order pursuant to §§2 and 3, the Minister shall consult the Consumer Council and the Higher Council for the Self-Employed and shall set the deadline by which the opinion must be given. Once this

deadline has elapsed, the opinion is no longer required.

Article 53

[§1. During the waiting periods from 15 November to 2 January inclusive and from 15 May to 30 June inclusive, in the sectors referred to in Article 52, §1, it is prohibited to make price reduction announcements and announcements suggesting a price reduction, as referred to in Article 42, regardless of the place or the means of communication used.

[In the case referred to in Article 52, §1, second paragraph, the waiting period shall come to an end one day earlier than the date specified in the first paragraph.]

Inserted in this manner by Article 3 of the law of 13 January 1999 adding Article 52, §1, of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.02.99)

Before a waiting period, it is prohibited to make price reduction announcements or announcements suggesting a price reduction which take effect during this waiting period.

Without prejudice to the provisions of Article 48, §4, closing-down sales which take place during a waiting period may not be accompanied by a price reduction announcement except in those cases and on those terms as the King shall determine.

§2. Orders made pursuant to Article 52, §2, shall refer to the waiting periods during which the prohibition referred to in §1 applies.

Unless regulations are made under Article 52, §2, the prohibition referred to in §1 shall apply equally to

the offers for sale and the sales referred to by the said Article 52, §2.

The King may designate those goods or categories of goods for which the prohibition referred to in the previous paragraph shall not apply.

This paragraph shall not apply to food products.]

Replaced in this manner by Articles 2 and 3 of the law of 5 November 1993 amending Articles 52, 53 and 68 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 11.11.93).] [Erratum Moniteur belge 30.11.93 - p. 25573.]

§3. Before proposing an order pursuant to §2(1), the Minister shall consult the Consumer Council and the Higher Council for the Self-Employed and shall set the deadline by which the opinion must be given. Once this deadline has elapsed, the opinion is no longer required.

§4. The prohibition on price reduction announcements referred to in §§1 and 2 shall not apply to sales of goods made during occasional commercial events lasting no more than four days which are organised at most once a year by or with the participation of local groups of vendors.

The King may set the terms on which these events may be organised.

Section 5 - Combined supply of goods or services

Article 54

There is a combined supply for the purposes of this Article when the gratuitous or non-gratuitous acquisition of goods, services, other benefits or

rights enabling them to be acquired is connected with the acquisition of other goods or services, even identical ones.

Except for the exceptions specified below, any combined supply to consumers which is made by a vendor is prohibited. Any combined supply to consumers made by a number of vendors acting with a common purpose is also prohibited.

Article 55

It is permitted to supply the following in combination, for an overall price:

1. Goods or services which constitute a set;

The King may, following a proposal by the competent Ministers and by the Minister of Finance, designate the services supplied in the financial sector which constitute a set;

2. Identical goods or services, provided that:

- a) each product and each service may be acquired separately at its customary price in the same establishment;
- b) the purchaser is clearly informed of this possibility and of the separate sale price for each product and each service;
- c) any price reduction which may be supplied to the purchaser of all the goods or services does not exceed one third of the total of the prices.

Article 56

It is permitted to supply the following gratuitously, in combination with a main product or service:

1. The accessories of a main product which have been specially adapted for this product by the manufacturer of the product and which are supplied at the same time as the product in order to extend or facilitate the use thereof;

2. The packaging or the containers used for the protection and the packaging of the goods, having regard to the nature and the value of those goods;

3. The minor goods and services allowed by commercial practice as well as the delivery, installation, checking and maintenance of the goods sold;

4. Samples from the range of the manufacturer or the distributor of the main product, provided that the quantity or measurement terms on which they are supplied are strictly essential for an assessment of the qualities of the product;

5. Colour pictures, stickers and other pictures of a minimal commercial value;

[6. Entry tickets for legally authorised lotteries.]

Replaced in this manner by Article 13 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99)

7. Items bearing indelible and clearly apparent advertising inscriptions which do not occur as such in trade, provided that the price paid by the party supplying them does not exceed 5% of the sale price of the main product or service with which they are connected.

Article 57

It is also permitted to supply the following, free of charge, in combination with a main product or service:

1. Vouchers allowing an identical product or service to be acquired, provided that the price reduction resulting from that acquisition does not exceed the percentage specified in Article 55(2);

2. Vouchers allowing one of the benefits provided for in Article 56(5) and (6) to be acquired;

3. Vouchers giving an exclusive entitlement to a cash discount, provided that:

- a) they refer to the cash value which they represent;
- b) in premises where goods are sold or services supplied, the rate or the size of the discount offered is clearly indicated, as well as the goods or services the acquisition of which confers an entitlement to obtain vouchers;

4. Vouchers consisting of documents conferring an entitlement, after the purchase of a certain number of goods or services, to a free offer or a price reduction when a similar product or service is purchased, provided that this benefit is provided by the same vendor and does not exceed one third of the price of the goods or services previously purchased.

The vouchers must mention any limit on their validity period as well as the terms of the offer.

When the vendor finishes his offer, the consumer must enjoy the benefit offered pro rata the purchases previously made.

Article 58

Any person who issues the vouchers referred to in this section shall automatically owe the debt represented by those vouchers.

If the issuing of the vouchers referred to in Article 57(3) is terminated or amended while it is in progress, cash repayment thereof may be demanded, regardless of the total amount of their nominal value, for one year from the end of the advertising referred to in Article 62, §1(2).

Article 59

Any person who issues vouchers referred to in Article 57(1) to (3) must hold a registration issued by the Minister or the official appointed by him for that purpose.

Registration must be requested by recorded-delivery letter sent to the Minister or the official appointed by him for that purpose.

Applicants must undertake to allow qualified agents, appointed by the Minister, to carry out on-site checks as to compliance with the requirements of Articles 57 to 61, and to take note, without travelling, of all documents, items or records capable of facilitating the performance of their task.

Article 60

Vouchers issued pursuant to Article 57(1) to (3) must bear the registration number of the natural person or legal entity by whom they are issued.

This number, the name and address of the holder and the exchange or refund conditions laid down in accordance with the provisions of Article 57(1) to (3) must be clearly referred to on the voucher books or on the voucher itself and in any advertisement relating to those vouchers.

Article 61

Registered persons are required to make an immediate request for their registration to be cancelled when they wish to cease issuing vouchers, when they are in a situation of cessation of payments or if the circumstances provided for in the second paragraph of this Article apply to them.

The following may not hold a registration, either directly or through an intermediate person: The persons referred to by Royal Order number 22 of 24 October 1934 prohibiting certain convicted persons and bankrupts from participating in the management and the supervision of joint-stock companies, cooperative companies and credit unions and from practising the profession of stockbroker or from acting as a deposit-taking bank, and by Royal Order number 148 of 18 March 1935 relating to usury, as well as persons who have been convicted by a final judgment given pursuant to Article 29 of the law of 9 July 1957 regulating hire purchase sales and their financing [or the law of 12 June 1991 relating to consumer credit or who have been the subject of an administrative penalty pursuant to the latter law which has been imposed during the last five years].

Added in this manner by Article 14 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 62

§1. The King may:

1. Prescribe a minimum format and distinctive signs for the vouchers referred to in Article 57(1) to (3);
2. Prescribe, if the issuing of these vouchers is terminated or amended while the issuing is in progress, a special advertisement and specify its terms;
3. Lay down the minimum amount from which the cash repayment of the vouchers referred to in Article 57(3) may be demanded;
4. Make the issuing of the vouchers referred to in Article 57(3) subject to the provision of solvency

guarantees and the keeping of special accounts and impose supervision measures;

5. Modify, in respect of such goods or services as He shall determine, the percentages provided for by Articles 55(2) c) and 57(1) and (4), set the maximum possible amount for the value of the goods, services or benefits offered under these provisions and limit the frequency and duration of the sales and services covered by Article 55(2);

6. Make the offer conditional upon the goods or services that are offered together having been sold or supplied by the vendor for at least one year;

7. Exclude such goods or services as He shall determine from the exemptions provided for by Articles 55, 56 and 57;

8. Extend the prohibition made by Article 54 to joint offers made to retailers.

[9. Prescribe the particular terms intended to adapt the provisions of this section to the vouchers referred to in Article 57(3), which are presented in the form of electronic registration;]

Added in this manner in accordance with Article 15 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

§2. Before proposing an order pursuant to [§1(5) to (9)], the Minister shall consult the Consumer Council and the Higher Council for the Self-Employed and shall set the deadline by which the opinion must be given. Once this deadline has elapsed, the opinion is no longer required.

Replaced in this manner in accordance with Article 15 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Section 6 - Coupons

Article 63

For the purposes of this law, "coupons" shall mean documents distributed free of charge by a merchant, a producer or an importer which allow the person in possession of them to enjoy a benefit consisting of a cash reduction when purchasing a given product or service or when simultaneously purchasing a number of identical goods or services.

Article 64

Notwithstanding Articles 5, 42 and 43, it is permitted to distribute coupons free of charge if they mention the terms of the offer, namely:

1. The cash value which they represent;
2. The goods, services or set of goods or services the purchase of which permits their use;
3. The sales outlets where they may be used, unless the coupon may be used in all sale outlets where the product or service is customarily offered for sale;
4. Their validity period;
5. The issuer's identity.

Article 65

Any person who issues coupons makes himself liable, within the terms of the offer, for the debt represented by those coupons.

Article 66

Provided that the terms of the offer have been complied with:

1. The vendor is obliged to accept coupons which have been issued by him or by a producer or an importer;

2. The issuer of coupons is obliged to reimburse the vendor in respect thereof within a reasonable period.

Article 67

The King may, for each category of goods and services, in respect of those coupons which He shall determine:

1. Prescribe a specific advertisement, if the issuing of the coupons is terminated or amended while in progress, and specify the terms thereof;
2. Lay down a minimum and maximum percentage for the cash reduction represented by those coupons.

Article 68

[The prohibition referred to in Article 53 or imposed under Article 44 additionally involves prohibiting the distribution of coupons conferring an entitlement to a price reduction, in any form whatsoever, during the period during which the prohibition is in force].

Replaced in this manner by Article 4 of the law of 5 November 1993 amending Articles 52, 53 and 68 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 11.11.93).

Section 7 - Public sales

Article 69

§1. This section covers offers for sale and public sales, either by auction or at a discount as well as the display, for the purpose of such sales, of manufactured goods, excepting however:

1. Offers for sale and sales of a non-commercial nature;

[2. Transactions directed solely at vendors;]

Replaced in this manner by Article 16(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

3. Transactions relating to objets d'art or collectables - except for carpets and jewellery - or antiques, provided that they take place in rooms customarily intended for that purpose;

4. Transactions carried out pursuant to a legal order or a judicial decision;

5. Transactions carried out in the event of compulsory winding-up [or bankruptcy].

Replaced in this manner by Article 16(2) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

§2. The King may prescribe the special terms for public sales of those goods which He shall determine.

Article 70

§1. Public sales within the meaning of Article 69 are authorised only when they relate to used goods.

§2. Any product which shows evident signs of use shall be deemed to be used, unless the evident signs of use are the exclusive result of an artificial ageing process.

Article 71

[...]

Repealed by Article 17 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 72

Public sales within the meaning of Article 69 may only take place in premises exclusively intended for such use, unless an exemption is granted in case of need by the Minister or the official appointed by him for that purpose.

Any organiser of a public sale shall be responsible for compliance with the provisions of the previous paragraph and of Article 70.

[The organiser must legibly state his full name or his company name, his address or company address and his registration number in the commercial register or the crafts register, in any notice, advertisement or document relating to the public sale.

This wording cannot in any event be replaced by indicating the Ministerial official responsible for carrying out public sale transactions.]

Added in this manner by Article 18 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 73

[In the event of failure to comply with the provisions of this section, the officials appointed by the Minister who are referred to in Article 113 and the officers of the criminal investigation department may prepare a report. A copy shall be sent to or served on the organiser or his agent by recorded-delivery letter.

The abovementioned officials may in that event make a verbal order on the spot prohibiting the continuation of the sale of the goods referred to in the report or the stoppage of that sale.

They may, for protective purposes, carry out the seizure of the goods which are the subject of the offence in accordance with the provisions of Article 117, §1.]

Replaced in this manner by Article 19 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 74

The Ministerial official responsible for carrying out public sale transactions must refuse his assistance:

1. If the notification provided for in Article 71, §2, has not been given within the deadline set;
2. For transactions covering goods which do not appear in the list laid down in Article 71, §2, or goods regarded as seized pursuant to the second paragraph of Article 73.

Article 75

The King may, in respect of given goods, authorise exemptions from the provisions of Article 70, §1, when the sale of those goods by other means of sale proves difficult or impossible.

Section 8 - Forced purchases

Article 76

It is prohibited to send a person any product whatsoever, without a prior request on his part, inviting him to acquire this product in exchange for payment of the price thereof or else to return it to its sender, even free of charge.

It is also prohibited to supply a person with any service whatsoever, without a prior request on his part, while inviting him to accept this service in exchange for payment of the price thereof.

The Minister may grant exemptions from these prohibitions in respect of offers made for a philanthropic purpose. In that event, the permit number obtained and the following wording "The recipient is under no obligation as to payment or as to return" must appear legibly, visibly and unequivocally on the documents relating to the offer.

The recipient shall not in any event be obliged to pay for the service supplied or the product sent or to return the latter, even if a presumption has been expressed as to the tacit acceptance of the service or the purchase of the product.

[Section 9 - Distance contracts

[Subsection 1 - Definitions]

Inserted in this manner by Article 3 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

Article 77

§1. For the purposes of this section, the following phrases shall have the following meanings:

1. Distance contract: Any contract relating to goods or services entered into between a vendor and a consumer under a distance system for sales or the provision of services organised by the vendor which, for the purposes of this contract, uses exclusively one or more distance communications techniques until the conclusion of the contract, including the conclusion of the contract itself;

2. Distance communications technique: Any means which can be used, without the vendor and the consumer being

simultaneously physically present, for the concluding of the contract between those parties;

3. Communications technique operator: Any natural person or public or private legal entity whose professional activity consists of providing vendors with one or more distance communications techniques;

[4. Financial service: Any service relating to banking, credit, insurance, individual pensions, investments and payments;]

Replaced in this manner by Article 4(1) of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[5. Durable medium: any instrument enabling the consumer to store information sent personally to him in a manner permitting easy reference thereto in the future for a period of time suitable for the purposes for which the information is intended and which enables the stored information to be reproduced identically;

6. Supplier: Any vendor who is the contractual supplier of the services covered by distance contracts.]

Added in this manner by Article 4(2) of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[§2. The King may add to, replace or amend the definitions given in §1.]

Replaced in this manner by Article 4(3) of the law of 24 August 2005 to transpose some provisions of the

directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Subsection 2 - Distance contracts not covering financial services]

Inserted in this manner by Article 5 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

Article 78

At the time of the distance sale offer, the consumer must be unequivocally, clearly and comprehensibly informed, by any means appropriate to the distance communications technique used, of the following matters in particular:

1. The vendor's identity and geographical address;
2. The essential features of the product or service;
3. The price of the product or service;
4. The delivery expenses, if applicable;
5. The terms for payment, delivery or performance of the contract;
6. Whether or not there is a right of cancellation;
7. The terms for the taking back or the return of the product, including any related expenses;
8. The cost of the use of the distance communications technique, where it is calculated on a basis other than the basic tariff;
9. The validity period of the offer or the price;
10. If applicable, the minimum period of the contract in the case of contracts covering the long-term or periodical supplying of a product or service.

In addition, in the case of telephonic communications, the vendor is obliged to indicate his identity and the

commercial purpose of his call explicitly at the start of any conversation with the consumer.

Article 79

§1. The consumer must receive the following details in writing or in another durable medium at his disposal and to which he has access:

1. Confirmation of the information referred to in Article 78(1), (3) to (6) and (10), as well as identification of the product or service;

2. If applicable, the terms and conditions for exercising the right of cancellation, as well as the following clause, written in bold letters in a box separate from the wording, on the first page:

"The consumer has the right to notify the vendor that he is cancelling the purchase, without penalties or indicating any reason, within ... working days from the day following the date on which the product is delivered or the service contract is concluded."

The number of working days, which may not be less than seven, shall be inserted in this clause.

If this latter clause is omitted, in the circumstances referred to in §2, the product or service shall be deemed to have been supplied to the consumer without a prior request on his part and he shall not be obliged to pay for the product or service or to return it;

3. If there is no right of cancellation, in the circumstances set out in Article 80, §4, the following clause, written in bold letters in a box separate from the wording, on the first page:

"The consumer does not have the right to cancel the purchase";

4. The geographical address of the vendor's establishment where the consumer can submit complaints;

5. Information relating to any after sales services and commercial warranties;

6. The terms on which the contract can be cancelled when it is for an indefinite period or for a period exceeding one year.

§2. The consumer must receive the information referred to in §1:

- in the case of goods:
no later than when they are delivered to the consumer;
- in the case of services:
before the performance of any service contract and, if applicable, during the performance of the service contract, if performance has commenced, with the consumer's agreement, before the end of the cancellation period.

§3. The provisions of §§1 and 2 shall not apply to services which are themselves performed by means of a distance communications technique, where those services are supplied on a single occasion and are charged for directly by the operator of the communications technique. Nevertheless, the consumer must be informed of the geographical address of the vendor's establishment to which he may submit complaints.

Article 80

§1. In the case of any distance contract, the consumer has a period of at least seven working days within which to cancel the contract. This right is exercised without penalties and without giving a reason.

Without prejudice to the provisions of Article 81, §3, second indent, the only expenses for which the consumer may be charged because of exercising his right of cancellation are the direct return expenses.

For the purposes of exercising this right, the period runs as follows:

- in respect of goods, from the day following the date of their delivery to the consumer when the information requirements referred to in Article 79, §1, have been complied with;

- in the case of services, from the day following the date on which the contract is entered into or from the date on which the information requirements provided for in Article 79, §1, have been complied with if they are complied with after the contract is entered into, provided that the period shall not exceed the period of three months indicated in the following paragraph.

§2. If the vendor has not complied with the information requirements referred to in Article 79, §1, the cancellation period is three months. This period runs as follows:

- in the case of goods, from the day following the date of their delivery to the consumer;
- in the case of services, from the day following the date on which the contract is entered into.

If, during this three month period, the information referred to in Article 79, §1, is supplied, the period of seven working days referred to in §1 shall commence running on the day following the date on which the information is received.

In the case of goods which are the subject of successive deliveries, the cancellation periods commence running on the day following the date of the first delivery.

As regards compliance with the cancellation periods, it is sufficient if the consumer gives notice of cancellation before those periods expire.

§3 Without prejudice to Article 45, §1, of the law of 12 June 1991 relating to consumer credit, the consumer may not be required to make any advance payment or payment of any kind before the end of the cancellation period of seven working days referred to in §1.

In the event of the right of cancellation provided for in §§1 and 2 being exercised, the vendor shall refund the sums paid by the consumer, without any charges. This refund must be made within thirty days of the cancellation, at the latest.

The prohibition referred to in the first paragraph shall not apply when the vendor provides proof that he is in compliance with the rules laid down by the King in order to permit the refund of the sums paid by the consumer.

§4. Unless the parties have agreed otherwise, the consumer shall not be entitled to exercise the right of cancellation provided for in §§1 and 2 in the case of the following contracts:

1. Contracts to supply services where performance has commenced, with the consumer's agreement, before the end of the cancellation period of seven working days referred to in §1;
2. Contracts for the supply of goods which are tailored according to the consumer's specifications or which are clearly personalised or which, by their nature, cannot be reshipped or are likely to deteriorate or become outdated rapidly;
3. Contracts to supply audio or video recordings or computer software opened by the consumer;
4. Contracts to supply newspapers, periodicals and magazines;
5. Contracts for betting and lottery services.

If the vendor has failed to notify the consumer, pursuant to Article 78(6) of the lack of a right of cancellation, the consumer shall then have the right of cancellation referred to in §2.

Article 81

§1. Unless the parties have agreed otherwise, the vendor shall perform the order at the latest within thirty days from the day following the date on which the consumer has sent his order.

Except in the event of force majeure, the contract shall automatically be cancelled in the event of failure to perform the contract on the part of the vendor, without prejudice to the possible obtaining of damages.

At the end of the period for the performance referred to in the first paragraph or the period agreed by the parties, the parties may agree an extension of the said period.

No compensation or expenses may be claimed from the consumer because of such cancellation.

Additionally, any sums which the consumer may have paid out must be refunded to him within thirty days.

§2[...]

Repealed by Article 6 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

§. If the contract is cancelled pursuant to Article 80, the consumer may not be charged for any direct return costs if:

- the product or service supplied is not in accordance with the description of the offer;
- the vendor has failed to comply with his information requirements referred to in Articles 78 and 79, §1.

§4. If the contract is cancelled pursuant to Article 80, a consumer who has entered into a credit agreement in order to finance, in whole or in part, the payment of the price of the product or service covered by the agreement may cancel that credit agreement without any charge or payment of compensation, provided that:

1. The credit agreement has been entered into with the vendor or granted by a third party, provided that an agreement exists between that third party and the vendor to provide financing for the vendor's sales, and
2. The credit agreement is cancelled within the time limits and according to the procedures referred to in Article 80 of this law.

§5.

[...]

Repealed by Article 6 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

Article 82

[...]

Repealed by Article 7 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

Article 83

[...]

Repealed by Article 7 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Subsection 3 - Distance contracts relating to financial services]

Inserted in this manner by Article 8 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 bis

In the case of contracts relating to financial services comprising a first agreement regarding the services followed by successive transactions or a series of separate transactions of the same type staggered over a period of time, the provisions of this subsection shall apply only to the first agreement.

Where there is no first agreement but the successive or separate transactions of the same type which are staggered over a period of time are performed between the same parties to the contract, Articles 83ter and 83quater shall apply only when the first transaction is performed. However, in cases in which no transaction of the same type is performed for more than one year, the following transaction shall be regarded as being the first of a new series of transactions to which Articles 83ter and 83quater apply.]

Inserted in this manner by Article 9 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83ter

§1. Before the consumer is bound by a contract or an offer, he must at the proper time be unequivocally, clearly and comprehensibly informed by any means appropriate to the distance communications technique being used, of at least the following matters:

1. The supplier

a) The supplier's identity, including his business number, his main activity, his geographical address and any other geographical address to be taken into account for the purposes of the relationship between the consumer and the supplier;

b) If the supplier is represented in Belgium, the identity of that representative and the geographical address to be taken into account for the purpose of the relationship between the consumer and the representative;

c) If the consumer has relationships with a vendor other than the supplier, the identity of that vendor, the capacity in which he acts with regard to the consumer and the geographical address to be taken into account in the relationship between the consumer and that vendor;

d) If the supplier's and/or the vendor's activities are subject to an authorisation system, the details of the competent supervisory authority;

2. The financial service

a) A description of the main features of the financial service;

b) The total price payable to the vendor by the consumer in respect of the financial service, including all remunerations, charges and expenses relating thereto and all taxes and duties payable by the vendor or, where no exact price can be shown, the basis for the calculation of the price, enabling the consumer to verify it;

- c) If applicable, confirmation that the financial service is connected with instruments which involve particular risks because of their specific features or because of the transactions to be performed or whose price is dependent on fluctuations in the financial markets over which the supplier has no influence, as well as a statement that past performance can give no guarantee as to future income;
- d) An indication of the existence of any other duties, taxes and/or expenses which are not paid by the vendor;
- e) Any limitation on the validity period of the information supplied;
- f) Methods of payment and performance;
- g) Any additional cost specific to the consumer relating to the use of the distance communications technique, where a charge is made for that additional cost;

3. The distance contract

- a) Whether or not the right of cancellation referred to in Article 83sexies exists and, if that right does exist, its duration and the terms on which it can be exercised, including information as to the amount which the consumer may be required to pay on the basis of Article 83septies, §1, as well as the consequences of not exercising that right;
- b) The minimum duration of the distance contract, if financial services are provided on a permanent or periodic basis;
- c) Information relating to the rights which parties may have to cancel the contract in advance or unilaterally under the terms of the distance contract, including any compensation payments for cancellation laid down by the contract;
- d) Practical instructions in respect of the exercise of the right of cancellation indicating, inter alia, the address to which the notification must be sent;

e) The legislation or legislations on which the vendor bases itself in order to establish a relationship with the consumer before entering into the contract;

f) any contractual term relating to the law applicable to the contract and/or relating to the competent court;

g) The language or languages in which the contractual terms are communicated as well as the prior information referred to in this Article and, in addition, the language or languages in which the vendor undertakes, by agreement with the consumer, to communicate during the period of the contract;

4. The appeal

a) Whether or not extrajudicial complaint and appeal proceedings exist which are open to the consumer who is a party to the distance contract and, if such proceedings do exist, the procedures for gaining access to them;

b) The existence of guarantee funds or other compensation mechanisms not covered by Directive 94/19/EC of the European Parliament and of the Council of 30 May 1994 on deposit-guarantee schemes or Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes.

§2. The information relating to the contractual requirements which must be communicated to the consumer in the precontractual phase must be in accordance with the contractual requirements which would result from the law presumed to be applicable to the distance contract if it were entered into.]

Inserted in this manner by Article 10 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial

services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83quater

In the case of communication by voice telephony, the vendor's identity and the commercial purpose of the call must be clearly and explicitly stated at the start of any conversation with the consumer.

Subject to the consumer's formal agreement, only the following information must be supplied:

- a. The identity and the capacity of the person contacting the consumer and his connection with the supplier;
- b. A description of the main features of the financial service;
- c. The total price payable to the vendor by the consumer in respect of the financial service, including all remunerations charges and expenses relating thereto and all taxes and duties payable by the vendor or, where no exact price can be shown, the basis for the calculation of the price, enabling the consumer to verify it;
- d. An indication of the existence of any other duties, taxes and/or expenses which are not paid by the vendor;
- e. Whether or not the right of cancellation referred to in Article 83sexies exists and, if that right does exist, its duration and the terms on which it can be exercised, including information as to the amount which the consumer may be required to pay on the basis of Article 83septies, §1) as well as the consequences of not exercising that right;

The vendor shall inform the consumer, firstly, that other information can be supplied on request and, secondly, shall inform him of the nature of that information. In any event, the vendor shall supply full

information when he complies with his obligations under Article 83quinquies.]

Inserted in this manner by Article 11 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83quinquies

§1. The vendor shall notify the consumer of all the contractual terms and the information referred to in Article 83ter, §1, on a paper medium or another durable medium which is made available to the consumer and to which he has access at the proper time before being bound by a distance contract or by an offer.

§2. The vendor shall comply with his obligation under §1 immediately after entering into the distance contract if it has been entered into at the request of the consumer using a distance communications technique which does not enable the contractual terms and the information to be sent in accordance with §1.

§3. The consumer shall be entitled, if he so requests, to receive the contractual terms on a paper medium at any time during the contractual relationship. In addition, the consumer shall be entitled to change the distance communications techniques used unless that is incompatible with the distance contract entered into or with the nature of the financial service supplied.]

Inserted in this manner by Article 12 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 sexies

§1. The consumer shall have a time limit of 14 calendar days within which to cancel a distance contract relating to a financial service. This right shall be exercised without penalties or indicating a reason.

For the purposes of the exercise of this right, the time limit shall run as follows:

- From the date on which the distance contract is entered into, or
- From the date on which the consumer receives the contractual terms and the information in accordance with Article 83 quinquies, §1 or §2, if that date is later than the date referred to in the first indent.

§2. The right of cancellation shall not apply to the following:

1. Financial services the price of which is dependent on financial market fluctuations over which the supplier has no influence and which may take place during the cancellation period.

This applies in particular to services connected with the following:

- exchange transactions,
- money market instruments,
- negotiable stocks,
- shares in undertakings for collective investment,
- future financial contracts ("futures") including equivalent instruments giving rise to a cash settlement,
- future interest rate contracts ("FRA"),
- exchange contracts ("swaps") relating to interest rates or currencies and exchange contracts relating to fluctuations connected with shares or share indexes ("equity swaps"),
- options to purchase or sell the instruments covered by this paragraph, including equivalent instruments giving rise to a cash settlement, in particular currency and interest rate options;

2. Contracts performed in full by both parties at the consumer's express request before the consumer exercises his right of cancellation;

3. Mortgage loan contracts subject to the law of 4 August 1992 relating to mortgage lending.

§3. If another contract relating to financial services performed by a supplier or a third party on the basis of an agreement between the third party and the vendor has been added to a distance contract covering a given financial service, that additional contract shall be cancelled, without penalty, if the consumer exercises his right of cancellation referred to in §1.]

Inserted in this manner by Article 13 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 septies

§1. During the cancellation period, the performance of the contract may only commence with the consumer's agreement.

When the consumer exercises the right of cancellation referred to in Article 83 sexies, §1, he cannot be required to do anything other than to pay, as soon as possible, for the financial service actually supplied by the supplier under the distance contract.

The amount payable:

- shall not exceed a sum proportional to the amount of the service already supplied by comparison with the total services provided for under the distance contract;

- shall not in any event whatsoever be interpreted as a penalty.

§2. The supplier may not demand payment by the consumer on the basis of §1 unless he can prove that the consumer has been duly notified of the amount payable, in accordance with Article 83 ter, §1(3)(a). He may not in any event demand payment if he has commenced performance of the contract before the expiry of the cancellation period provided for in Article 83 sexies, §1, without a prior request on the part of the consumer.

§3. The supplier shall refund to the consumer, as soon as possible and within thirty calendar days at the latest, all sums which he has received from the consumer under the distance contract, with the exception of the sum referred to in §1. This time limit shall begin running on the date on which the supplier receives notification of the cancellation.

§4. The consumer shall repay to the supplier, as soon as possible and within thirty calendar days at the latest, any sum and/or any asset which he has received from the latter. This time limit shall begin running on the date when the consumer sends the notification of cancellation.]

Inserted in this manner by Article 14 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 octies

§1. The supplier shall be responsible to the consumer for compliance with the requirements of Articles 83 ter to 83 quinquies.

§2. In the event of noncompliance with the obligations of Articles 83 ter, §1(2) and (3), 83 quater and 83 quinquies, the consumer may cancel the contract without expense or penalties by recorded-delivery letter, stating his reasons, within a reasonable period from when he knew or should have known about the non-compliance with these obligations.]

Inserted in this manner by Article 15 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Subsection 4. Provisions common to this section]

Inserted in this manner by Article 16 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 novies

In the event of the fraudulent use of an instrument for the electronic transfer of funds, referred to in Article 2(1) a), b) and c) of the law of 17 July 2002 relating to transactions carried out by means of instruments for the electronic transfer of funds or a rechargeable instrument the stockable value of which exceeds the amount referred to in Article 8, §3, of the same law in the context of a distance contract and in the circumstances referred to in Article 8, §4, of the same law, the consumer may demand that the payment made be annulled unless he has himself acted fraudulently. In the event of annulment, the issuer shall repay to him the sums paid without delay.]

Inserted in this manner by Article 17 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 decies

§1. The vendor shall provide proof that he has met the requirements relating to consumer information, compliance with time limits, the consumer's consent to entering into the contract and, if applicable, the performance thereof during the cancellation period. In the case of distance contracts relating to financial services, it shall be for the supplier to provide this proof.

Terms and conditions or combinations of terms and conditions intended to make the consumer responsible for proving compliance with all or some of the obligations referred to in this section which are the vendor's responsibility, and relating in the case of distance contracts for financial services to the supplier, are prohibited and shall be null and void.

§2. Any term whereby the consumer waives the benefit of the rights conferred on him by this section shall be deemed not to have been written.

§3. Any term declaring that the law of a non-EU State is applicable to the contract is prohibited and null and void as regards matters governed by this section where, in the absence of such a term, the law of a Member State of the European Union would be applicable and that law provides greater consumer protection in the said matters.

§4. Products and documents representing services shall always be sent at the vendor's risk and, in the case of

distance contracts relating to financial services, at the supplier's risk.]

Inserted in this manner by Article 18 of the law of 24 August 2005 to transpose some provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

[Article 83 undecies

§1. In the context of this section, the King may:

1. Prescribe special provisions applicable to certain distance communications techniques, taking into account if applicable the specific features of small and medium-sized undertakings;

2. Exclude those goods or categories of goods which He shall designate from the scope of this section or of certain provisions which He shall designate;

3. Exclude those services or categories of services which He shall designate from the scope of this section or of certain provisions which He shall designate;

4. Prescribe special provisions for those goods or categories of goods which He shall designate;

5. Prescribe special provisions for those services or categories of services which He shall designate;

6. Prescribe special provisions for public sales organised by means of distance communication techniques.

§2. Before proposing an order pursuant to Articles 77 to 83 undecies of this section, the Minister shall consult the Consumer Council and the Higher Council for Independents and small and medium-sized undertakings and shall specify the deadline within which the opinion must be given. Once that deadline has elapsed, the opinion is no longer required.]

Inserted in this manner by Article 19 of the law of 24 August 2005 to transpose some provisions of the

directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005)

Section 10 - Unlawful sales practices

Article 84

It is prohibited to sell by means of a chain sale procedure, consisting of establishing a network of professional or non-professional vendors, each of whom hopes for a benefit of any kind resulting more from the enlargement of that network than from the sale of goods [or services] to the consumer. It is also prohibited to participate knowingly in such sales.

Inserted in this manner by Article 21(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

"Snowball" selling, which consists of offering goods [or services] to the consumer and making him hope that he will obtain them either free of charge or in exchange for a sum less than their true value, subject to the condition of placing vouchers, coupons or other similar documents with third parties, for payment, or receiving memberships or subscriptions shall be treated as a chain sale.

Inserted in this manner by Article 21(2) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 85

It is prohibited to offer for sale or to sell by improperly referring to philanthropic or humanitarian actions or actions likely to arouse the consumer's generosity.

**Section 11 - Consumer sales entered into away from the
vendor's business premises**

Article 86

§1. This section covers consumer sales of goods and services made by a vendor:

1. At the consumer's or at another consumer's residence and at the consumer's workplace;
2. During an excursion organised by or for the vendor;
3. At trade fairs and exhibitions, [provided that the full sum is not paid on the spot] and that the price exceeds EUR 200.

Replaced in this manner by Article 22 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge 23.06.99).

Replaced in this manner by Article 3 of the Royal Order of 20 July 2000 (Moniteur belge, 30 August 2000) relating to the introduction of the Euro on 1 January 2002

§2. The King may change the amount provided for in §1(3).

Article 87

This section does not cover the following:

- a) The sales referred to in Article 86 §1(1), relating to a product or service in respect of which the consumer has previously expressly requested a visit by the vendor with a view to negotiating the purchase of this product or service.

Agreement by the consumer to an offer made by the vendor on the telephone to visit him shall not constitute a previous request;

b) Sales of foodstuffs, drinks and items of household maintenance by vendors servicing a regular clientele by means of travelling stores on frequent and regular rounds;

c) Public sales;

d) Distance sales;

e) Insurance sales;

f) Sales organised in the context of events of a non-commercial nature for an exclusively philanthropic purpose, in circumstances specified pursuant to the law relating to the running of travelling businesses, provided that the amount thereof does not exceed EUR 50. The King may change this amount;

g) Consumer credit agreements subject to the legislation on consumer credit.

Replaced in this manner by Article 3 of the Royal Order of 20 July 2000 (Moniteur belge, 30 August 2000) relating to the introduction of the Euro on 1 January 2002

Article 88

Without prejudice to the rules governing evidence in ordinary law, consumer sales covered by this section must [...] be the subject of a written contract, drawn up in as many copies as there are contracting parties each having a separate interest, failing which the sales shall be null and void.

Amended in this manner by Article 23 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

This contract must mention the following:

- The vendor's name and address;
- The date on which and the place where the contract is entered into;
- The precise designation of the product or service as well as its main features;
- The period within which the product is to be delivered or the service performed;
- The price payable and the payment details;
- The following cancellation clause written in bold letters in a box separate from the text on the front of the first page:

"The consumer is entitled to cancel his purchase free of charge within seven working days of the day following the date on which this contract is signed, provided that he notifies the vendor thereof by recorded-delivery letter. Any term whereby the consumer abandons this right is null and void. As regards compliance with the time limit, it is sufficient that the notification be sent before the period expires".

This wording is prescribed on pain of the contract being null and void.

Article 89

Sales of goods or services referred to in Article 86 shall not be completed until after a period of seven working days from the day following the date on which the contract referred to in Article 88 is signed.

During this reflection period, the consumer is entitled to notify the vendor by recorded-delivery letter that he is cancelling the purchase.

[Before the expiry of the reflection period referred to in this Article, no service may be performed.]

Replaced in this manner by Article 2 of the law of 3 April 1997 amending the law of 14 July 1991 on

commercial practice and consumer information and protection (Moniteur belge, 16.05.97).

With the exception of the sales referred to in Article 86, §1(3), a deposit or payment cannot under any pretext or in any form whatsoever be demanded of or accepted from the consumer before the expiry of the reflection period referred to in this Article.

Article 90

In the case of a sale on approval, the reflection period shall commence on the date of the delivery of the product and finish on the expiry of the approval period, and it shall not be less than seven working days.

Article 91

If the consumer cancels the purchase, no charge or compensation payment may be demanded of him in this respect.

Article 92

The marketing of goods by means of travelling businesses is permitted only in so far as it complies with the relevant legislation. Additionally, the provisions of this law shall apply to it.

Chapter VII
Unfair practices

Article 93

Any unfair commercial act whereby a vendor harms or could harm the professional interests of one or more other vendors is prohibited.

Article 94

Any unfair commercial act whereby a vendor harms or could harm the interests of one or more consumers is prohibited.

[Article 94 bis

Without prejudice to special regulations which expressly authorise a vendor to do so, a vendor shall be prohibited from causing a consumer to sign a bill of exchange in order to promise or guarantee payment of the consumer's commitments.]

Inserted in this manner by Article 24 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

[Article 94 ter

A vendor shall be prohibited from making a charge in addition to the call charge for telephone calls for which the consumer must pay for the content of the message, when these calls relate to the performance of a sale contract that has already been entered into.]

Inserted in this manner by Article 2 of the law of 3 December 2006 amending the law of 14 July 1991 on commercial practice and consumer information and protection in order to prohibit vendors from making a higher charge for telephone calls to their after sales departments than the charge for a geographical number (Moniteur belge, 20.12.06).

Chapter VIII
Cessation proceedings

Article 95

The presiding judge of the commercial court shall note the existence and order the cessation of any act, even one which is prohibited by criminal law, which constitutes a contravention of the provisions of this law.

He may order the prohibition of the advertising referred to in Article 23 when it has not yet been brought to the public's attention but when the publication thereof is imminent.

Article 96

Article 95 shall not apply to infringements which are penalized by the laws on patents, trade marks for goods or services, designs and copyright [and similar rights].

Added in this manner by Article 10 of the law of 3 April 1995 amending the law of 30 June 1994 on copyright and similar rights (Moniteur belge, 29.04.95).

However, the first paragraph does not apply to trade marks for services used in the Benelux territory at the date of entry into force of the Protocol of 10 November 1983 amending the uniform Benelux law on trade marks for goods where the uniform Benelux law on trade marks does not allow the proprietors of the said trade marks to invoke the provisions of trade mark law.

Article 97

The presiding judge of the commercial court shall also note the existence and shall also order the cessation of the offences referred to below:

1. Carrying on a commercial activity by running a main office or a branch or an agency without first being registered in the commercial register in accordance with the provisions of the laws relating to the commercial register which are coordinated by the Royal Order of 20 July 1964;
2. Carrying on a commercial activity otherwise than by running a main office or a branch or an agency without first having notified the commercial register thereof in accordance with the provisions of the laws relating to the commercial register which are coordinated by the Royal Order of 20 July 1964;
3. Carrying on a commercial activity other than the one for which the party is registered in the commercial register;
4. Carrying on a commercial activity other than the one notified to the commercial register;
5. Carrying on a craft activity without first being registered in the crafts register in accordance with the provisions of the law of 18 March 1965 on the crafts register;
6. Carrying on a craft activity other than the one for which the party is registered in the crafts register;
7. Failure to comply with legal and regulatory provisions relating to the keeping of company documents and the application of value added tax;
8. Employing workers without being registered at the national social security office, without having filed the required declarations or paying contributions, increases in contribution or interest on overdue payments;

9. Employing and using workers in contravention of the regulations on temporary work and on making workers available to users;

10. Failure to comply with collective work agreements which have been made compulsory;

11. Obstructing the supervision carried out pursuant to the laws relating to the commercial register, the crafts register and the keeping of company documents;

[12. Failure to comply with legal, decree and regulatory provisions regarding advertising, other than those provided in this law or made to implement it];

Replaced in this manner by Article 2 of the law of 25 May 1999 amending Articles 97 and 117 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

[13. The employment of a person by an employer who has committed an offence referred to in Article 27(1)(a) of Royal Order number 34 of 20 July 1967 relating to the employment of foreign workers];

Added in this manner by Article 16 of the law of 1 June 1993 imposing penalties on employers who employ foreigners who are illegally resident in Belgium (Moniteur belge, 17.06.93).

[14. Failure to comply with legal and regulatory provisions relating to the ecological label];

Added in this manner by Article 5, §1, of the law of 14 July 1994 creating the Committee for allocating the European ecological label (Moniteur belge, 01.12.1994).

[15. Failure to comply with the provisions of the law of 24 July 1973 laying down compulsory evening closing in trade, crafts and services.];

Amended in this manner by Article 15 of the law of 24 March 2003 amending Article 97 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 08.04.2003).

[16. Carrying on a professional activity without having the certificate required pursuant to the programme-law of 10 February 1998 for the promotion of independent enterprise.];

Added in this manner by Article 2 of the law of 25 May 1999 amending Articles 97 and 117 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

[17. Carrying on the profession of carrier of goods or passengers by road without holding the necessary transport licences and authorisations.];

Added in this manner by Article 15 of the law of 24 March 2003 amending Article 97 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 08.04.2003).

[18. Failure to comply with the requirements relating to driving times and rest periods for drivers of vehicles].

Added in this manner by Article 15 of the law of 24 March 2003 amending Article 97 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 08.04.2003).

The presiding judge of the commercial court may grant the offender a period within which to bring an end to

the offence or may order the cessation of the activity. He may discharge the order for cessation once it is proved that the offender has put an end to the offences.

Article 98

§1. Proceedings based on Article 95 shall be commenced on application by:

1. The parties concerned;
2. The Minister, except when the application relates to an act covered by Article 93 of this law;
3. A professional or interprofessional group which has legal status, except when the application relates to an act covered by Article 94 of this law;
4. An association whose object is the defence of consumer interests and which enjoys legal status, provided that it is represented on the Consumer Council or is approved by the Minister of Economic Affairs in accordance with the criteria laid down by Royal Order deliberated in the Council of Ministers, except when the application relates to an act covered by Article 93 of this law.

Notwithstanding the provisions of Articles 17 and 18 of the Judicial Code, the associations and groups referred to in paragraphs 3 and 4 may bring proceedings to defend their collective interests as defined in their Articles of association.

[Proceedings for the cessation of the acts prohibited by Article 33 may be directed separately or jointly against a number of vendors of the same economic sector or their associations which use or recommend the use of the same general contractual terms or similar terms.]

Added in this manner by Article 7 of the law of 7 December 1998 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.12.98).

§2. Without prejudice to the possible application of Articles 93 and 95 to the acts which they cover, proceedings based on Article 97 shall be brought on the application of the Minister who is responsible for the matter in question.

[Proceedings based on Article 97(14) shall be brought on the application of the Minister for the Environment. The Committee established by the law of 14 July 1994 creating the Committee for the allocation of the European ecological label may propose to the Minister that such proceedings be commenced].

Added in this manner by Article 5, §2, of the law of 14 July 1994 creating the Committee for the allocation of the European ecological label (Moniteur belge, 01.12.1994).

Article 99

The presiding judge of the commercial court may direct that his decision or a summary thereof written by him be displayed, for such period as he shall determine, both outside and inside the offender's premises and may order the publication of his judgment or of the summary in newspapers or in any other manner, all this being at the offender's expense.

However, these advertising measures may be prescribed only if they are likely to contribute to the cessation of the contested act or the effects thereof.

Article 100

Proceedings shall be commenced and heard in summary form.

They may be commenced by application. The application shall be filed in four copies at the registry of the

commercial court or sent to that registry by recorded-delivery letter.

The registrar of the court shall notify the other party by judicial letter without delay and shall invite him to appear no earlier than three days and no later than eight days after the sending of the judicial letter, with which a copy of the application commencing the proceedings shall be enclosed.

The application shall contain the following details, failing which it shall be null and void:

1. The full date;
2. The applicant's full name, profession and address;
3. The name and address of the legal entity or natural person against whom the application is made;
4. The subject and the arguments supporting the application;
5. The lawyer's signature.

A ruling shall be made on the proceedings notwithstanding any proceedings brought on the basis of the same facts before any other criminal court.

The judgment shall be provisionally enforceable, notwithstanding any appeal and without the provision of security.

The registrar of the competent court shall notify the Minister, within eight days, of any decision given in proceedings based on Article 95 or Article 97, unless the decision has been given on his application.

The registrar shall also notify the Minister without delay of any appeal filed against any decision given pursuant to Article 95 or Article 97.

Chapter IX
Warning procedure

Article 101

When it is noted that an act contravenes this law, any of the orders for the implementation of this law or the orders referred to in Article 122 or that it may give rise to cessation proceedings brought by the Minister, the Minister or an agent appointed by him pursuant to Article 113, §1, may send a warning to the contravening party to give him formal notice to bring an end to that act, without prejudice to Article 24.

The warning shall be served on the contravening party, by recorded-delivery letter with acknowledgement of receipt or by the delivery of a copy of the report of the facts that have been established, within three weeks of the date of the facts being established.

The warning shall mention the following:

- a) The alleged facts and the infringed legal provision or provisions;
- b) The period within which they must be brought to an end;
- c) That, if the warning is not complied with, the Minister will commence cessation proceedings, or else the agents appointed pursuant to Article 113, §1, or pursuant to Article 116, may notify the public prosecutor or apply the settlement provisions provided for under Article 116, respectively.

A detailed annual report on the functioning of the warning procedure shall be submitted within a reasonable period to the legislative chambers, which shall decide whether it is to be published.

The facts supplied in this report shall be anonymous.

Chapter X
Penalties

Section 1 - Criminal penalties

Article 102

Any persons who contravene the following provisions:

1. Articles 2 to 5 and 8 to 11 relating to indicating prices and indicating quantities, as well as the orders made to implement Articles 6 and 12;
2. Article 13 relating to the name, composition and labelling of goods and services and to the orders made to implement Articles 14 and 15;
3. Articles 37 and 39 relating to documents relating to sales of goods and services and the orders made to implement these two Articles;
4. Articles 43 and 45 relating to sales at reduced prices and orders made to implement Article 44;
[4 bis. Articles 46 and 48 relating to closing-down sales;]

Inserted in this manner by Article 25(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

5. Article 59 which makes the right to issue certain documents subject to prior registration;

[5 bis. Articles 50 to 53 relating to clearance sales and Article 68 relating to the prohibition on announcing price reductions and on distributing coupons conferring a right to a price reduction during waiting periods;]

Inserted in this manner by Article 25(1) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

6. Article 74 requiring Ministerial officials responsible for carrying out public sales to refuse their assistance under certain circumstances;

[6 bis. Articles 78 to 83 decies relating to distance contracts and the orders made to implement Article 83 undecies;]

Replaced in this manner by Article 20 of the law of 24 August 2005 to transpose certain provisions of the directive on the distance marketing of financial services and the directive on privacy and electronic communications (Moniteur belge, 31.08.2005).

7. Articles 88 to 91 relating to consumer sales entered into away from the vendor's business premises.

[8. Article 94 bis prohibiting the use of bills of exchange.]

Added in this manner by Article 25(2) of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

shall be liable to a fine of between EUR 250 and EUR 10,000.

However, when a contravention of the provisions of Article 14 relating to the name, composition and labelling of goods also constitutes a contravention of the law of 24 January 1977 relating to the protection of consumers' health as regards foodstuffs and other goods, only the penalties provided for by the latter law shall apply.

Replaced in this manner by Article 2 of the law of 26 June 2000 relating to the introduction of the Euro in

legislation relating to the matters referred to in Article 78 of the Constitution (Moniteur belge, 29 July 2000).

Article 103

Any persons who, in bad faith, contravene the provisions of this law, with the exception of those referred to in Articles 102, 104 and 105, [and with the exception of the offences referred to in Articles 30, 93 and 97,] shall be liable to a fine of between EUR 500 and EUR 20,000.

Replaced in this manner by Article 26 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Replaced in this manner by Article 2 of the law of 26 June 2000 relating to the introduction of the Euro in legislation concerning the matters referred to in Article 78 of the Constitution (Moniteur belge, 29 July 2000).

Article 104

1. Any persons who fail to comply with the provisions of a judgment or order given pursuant to Articles 95 and 99 following cessation proceedings;

2. Any persons who deliberately prevent or hinder the persons referred to in Articles 113 to 115 from carrying out their task of investigating and noting contraventions of or failures to comply with the provisions of this law;

3. Any persons who deliberately, in person or through an intermediate person, remove, conceal or tear, completely or in part, any notices put up pursuant to Articles 99 and 108;

shall be liable to a fine of EUR 1,000 to EUR 20,000.

Replaced in this manner by Article 2 of the law of 26 June 2000 relating to the introduction of the Euro in legislation concerning the matters referred to in Article 78 of the Constitution (Moniteur belge, 29 July 2000).

Article 105

Any persons who contravene Article 84 prohibiting chain sales and Article 85 prohibiting offers for sale and sales which improperly refer to humanitarian or philanthropic actions or actions liable to arouse the generosity of the consumer shall be liable to a term of imprisonment of between one month and five years and a fine of between EUR 26 and EUR 20,000 or only one of these penalties.

Replaced in this manner by Article 2 of the law of 26 June 2000 relating to the introduction of the Euro in legislation concerning the matters referred to in Article 78 of the Constitution (Moniteur belge, 29 July 2000).

Article 106

Where the facts submitted to the court are the subject of cessation proceedings, no ruling may be made in the criminal proceedings until after a decision has been given relating to the cessation proceedings and has become final.

Article 107

Without prejudice to the application of the customary rules relating to repeat offences, the penalty provided for under Article 104 shall be doubled if the offence referred to in paragraph 1 of that Article is committed within five years of a conviction for the same offence which has become final.

Article 108

The court may order that the judgment or a summary thereof written by it be displayed for such period as it shall determine both outside and inside the offender's premises and at his expense, and may also order the publication of the judgment or of the summary at the offender's expense in newspapers or by any other means; additionally, it may order the confiscation of unlawful profits achieved by means of the offence.

Article 109

Firms and associations which have legal status shall incur civil liability for judgments ordering the payment of damages, fines, costs, confiscations, repayments and financial penalties of any kind which are ordered against their executives or agents for contravention of the provisions of this law.

The same shall apply to members of any commercial associations which are devoid of legal status, where the contravention has been committed by a partner, manager or agent, on the occasion of an operation which is part of the association's activities. A partner who incurs civil liability shall however only be personally liable up to the amount of the sums or values which he has derived from the operation.

These firms, associations and members may be summonsed directly by the public prosecutor or the civil party to appear before the criminal court.

Article 110

The provisions of volume I of the Criminal Code, not excepting chapter VII and Article 85, shall apply to the offences covered by this law.

Notwithstanding Article 43 of the Criminal Code, the court shall, when giving judgment in respect of any of the offences referred to by this law, assess whether it

is appropriate to order special confiscation. This provision shall not apply in the case of a repeat offence covered by Article 107.

At the end of a ten-day period as from the date of the judgment, the court registrar shall notify the Minister, by ordinary letter, of any judgment or order relating to an offence covered by this law.

The registrar shall also notify the Minister without delay of any appeal filed against such a decision.

Section 2 - Cancellation of registration

Article 111

The Minister may cancel the registration referred to in Article 59:

1. Of any party who has obtained his registration regardless of the provisions of Article 61(2) or of Article 112, §2;
2. Of any party who, being obliged to request his cancellation pursuant to Article 61, has not complied with that obligation;
3. Of any party who has been the subject of a cessation judgment or a criminal conviction for having issued vouchers without complying with the provisions of Article 57;
4. Of any party who has not complied with the obligations arising under Articles 58, 59(2) and 60 or under orders made pursuant to Article 62, §1(1) to (4).

Article 112

§1. A registration may not however be cancelled until after the party concerned has been notified by recorded-delivery letter or by court summons:

- a) Of the irregularities of which he is accused;
- b) Of the penalty which he is liable to incur;
- c) Of his right to assert, by the same means, his defence case within thirty working days from the date

of posting of the recorded-delivery letter or the service of the court summons.

§2. Any cancellation shall be the subject of a reasoned Ministerial decision published in extract form in *Moniteur belge*, and the party concerned shall be notified by recorded-delivery letter; it shall take effect as from the date of such notification.

In the event of cancellation, the Minister shall specify the period within which no new registration may be obtained; this period shall not exceed one year from the date of the cancellation.

However, any party who has been the subject of two cancellations may only obtain a third registration after a period of five years; in the event of a new cancellation, that cancellation shall be final.

Chapter XI

Investigating and confirming acts prohibited by this law

Article 113

§1. Without prejudice to the duties of the officers of the Criminal Investigation Department, the agents appointed by the Minister shall be competent to investigate and note the offences referred to in Articles 102 to 105. The reports prepared by those agents shall be valid until proved otherwise.

§2. In the performance of their duties, the agents referred to in §1 may do the following:

1. Enter, during normal opening or working hours, the workshops, buildings, adjacent courtyards and enclosed areas to which access is necessary for the performance of their task;

2. Make all necessary findings, arrange for the documents, items or records which are necessary for their investigations and findings to be produced to them, at their first request and without travelling, and make copies thereof;

3. To seize, in exchange for a receipt, the documents referred to in paragraph 2 which are necessary in order to prove an offence or to investigate the offenders' accomplices;

4. To take samples, in the manner and under the circumstances laid down by the King;

5. To enter residential premises, if they have reason to believe that an offence has been committed, with the prior authorisation of the judge of the police court; visits to residential premises must take place between 8.00 am and 6.00 pm and must be made by at least two agents jointly.

§3. In the performance of their duties, the agents referred to in §1 may request the assistance of the district police or of the gendarmerie.

§4. Appointed agents shall exercise the powers granted to them by this Article under the supervision of the public prosecutor, without prejudice to their subordinate position with regard to their superiors in the administration.

§5. The offences referred to in Article 102(2) may be investigated and noted not only by the agents referred to in §1 but also by those referred to in Article 11 of the law of 24 January 1977 relating to consumer health protection with regard to foodstuffs and other products.

§6. If Article 101 is applicable, the report referred to in §1 shall only be sent to the public prosecutor if the warning has not been complied with. If Article 116 is applicable, the report shall only be sent to the

public prosecutor if the offender has not accepted the settlement proposal.

Article 114

§1. The agents referred to in Article 113, §1, shall also have powers to investigate and note acts which, without being unlawful, may be the subject of cessation proceedings brought by the Minister. Reports prepared for this purpose shall be valid until proved otherwise.

§2. In the exercise of their duties, the agents referred to in §1 shall have the powers referred to in Article 113, §2(1), (2) and (4).

Article 115

§1. The agents appointed for this purpose by the Ministers referred to in Article 98, §2, shall have powers to investigate and note offences which could give rise to the proceedings provided for in Article 97. Reports prepared for this purpose shall be valid until proved otherwise.

§2. In the exercise of their duties, the agents referred to in §1 shall have the powers referred to in Article 113, §2(1), (2) and (4).

Article 116

The agents appointed for this purpose by the Minister may, having regard to reports noting an offence against [Articles 102 to 105] and prepared by the agents referred to in Article 113, §1, propose to offenders the payment of a sum which shall extinguish the public proceedings.

Replaced in this manner by Article 27 of the law of 25 May 1999 amending the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

The rates as well as the payment and collection procedures shall be specified by the King.

Article 117

§1. The public prosecutor may, having regard to the reports prepared pursuant to Article 113, §1, order the seizure of goods which are the subject of the offence.

The appointed officials may, when they note an offence under the powers conferred on them by Article 113, §1, seize products which are the subject of the offence as a protective measure. This seizure must be confirmed by the public prosecutor within a period of not more than eight days, in accordance with the provisions of the first paragraph.

The person who seizes the goods may be appointed the court guardian thereof.

The seizure shall automatically be discharged by any judgment terminating the proceedings, where such judgment has become final or by being classified as discontinued.

The public prosecutor may discharge a seizure ordered or confirmed by him if the offender confirms that he will not supply the goods in the circumstances which have given rise to the proceedings; such confirmation shall not involve any acknowledgement that these proceedings are well founded.

[§2. The investigating judge may, by reasoned order, having regard to the reports prepared pursuant to Article 113, §1, and noting offences against the provisions referred to in Article 102(6 bis), direct operators of communications techniques, where they are in a position to do so, to suspend the provision to the offender of the communications technique used for the commission of the offence, within such limits and for

such period as he shall determine and which may not exceed one month.

The investigating judge may prolong the effects of his order on one or more occasions; he must terminate it as soon as the circumstances which justified it no longer apply.]

Added in this manner by Article 3 of the law of 25 May 1999 amending Articles 97 and 117 of the law of 14 July 1991 on commercial practice and consumer information and protection (Moniteur belge, 23.06.99).

Article 118

§1. Any person who is in possession of a certificate of origin for a given product may, with the authorisation of the presiding judge of the commercial court, obtained on application, arrange for one or more experts appointed by the presiding judge to carry out a description, analysis and examination of any product which he considers to be the subject of an improper use of an appellation of the origin.

The application shall be sent in duplicate to the presiding judge of the commercial court at the location where the improper use is presumed to have occurred and shall contain a choice of address within that location.

The presiding judge may, by the same order, prohibit the person who is presumed to have authorised the improper use from parting with possession of the product, permit the appointment of a guardian, cause the product to be placed under seal and, in the case of facts giving rise to income, authorise the protective seizure of the funds.

§2. Immediately after the order has been given, the registrar shall serve the order, by judicial letter, on the applicant and on the person who is presumed to have

authorised the improper use. No operation may be undertaken until after such service.

§3. The applicant and the person who is presumed to have authorised the improper use may be present or represented at the time of the description, the examination, the analysis or the seizure if they are specially authorised for that purpose by the presiding judge.

§4. If the doors are closed or if opening is refused, the procedure shall be in accordance with Article 1504 of the Judicial Code.

§5. The expert's report shall be filed at the registry and the expert shall immediately send copies thereof, by recorded-delivery letter, to the applicant and to the person who is presumed to have authorised the improper use.

Article 119

If, within one month of the date of posting, as confirmed by the postmark, the applicant has not named itself as a civil party in the criminal proceedings or has not commenced proceedings against the party in possession of the contested product and the party using the appellation of origin before the commercial court whose presiding judge made the order, the order shall automatically cease to be valid and the party in possession of the product may demand the delivery of the original of the application, the order and the report on the placing of the product under seal, with the applicant being prohibited from making use thereof or from making them public, all this being without prejudice to the award of damages.

Chapter XII

Amending, repealing and transitional provisions

Article 120

The first paragraph of Article 589 of the Judicial Code shall be replaced by the following provision:

"Article 589: - The presiding judge of the commercial court shall decide the applications provided for under Articles 95 and 97 of the law of 14 July 1991 on commercial practice and consumer information and protection, in accordance with the rules laid down in Articles 98 to 100 of the said law".

Article 121

The following are repealed:

1. The law of 16 August 1962 authorising the King to regulate the weight of bread;
2. The law of 14 July 1971 on commercial practice as amended by the laws of 14 November 1983 and 26 July 1985;
3. Article 2, §3(e)(3) and (4) and Article 3 of the law of 13 August 1986 relating to carrying on travelling businesses.

Article 122

Any regulatory provisions which are not contrary to this law shall remain in force until they are repealed or replaced by orders made pursuant to this law.

Contraventions of provisions of orders made pursuant to the law of 9 February 1960 permitting the King to regulate the use of names under which goods are marketed and the law of 14 July 1971 on commercial practice shall be investigated, noted and punished in accordance with chapters IX, X and XI of this law.

Chapter XIII
Final provisions

Article 123

This law shall come into force six months after it is published in *Moniteur belge*.

Article 124

The King shall exercise the powers conferred on Him by the provisions of chapters II to VI of this law on the joint proposal of the Ministers whose powers include economic affairs and the middle classes.

Where measures to be taken pursuant to this law relate to goods or services which, in the areas covered by chapters II to VI, are regulated or are capable of being regulated on the initiative of Ministers other than those whose powers include economic affairs and the middle classes, the preamble to those measures must make reference to the agreement on the part of the Ministers concerned. If applicable, these measures shall be proposed jointly by the Ministers concerned and carried out by them by mutual agreement, each one in his own area.

The same shall apply where, in the areas referred to by chapters II to VI, measures to be taken, on the initiative of Ministers other than those whose powers include economic affairs and the middle classes, relate to goods or services which are regulated or which are capable of being regulated pursuant to this law.

We promulgate this law, order that the seal of the State be placed upon it and that it be published by the *Moniteur belge*.