



Republika e Kosovës
Republika Kosovo - Republic of Kosovo
Kuvendi - Skupština - Assembly

Law No. 04/L-121

ON CONSUMER PROTECTION

Assembly of Republic of Kosovo,

Based on Article 65 (1) of the Constitution of the Republic of Kosovo;

Approves:

LAW ON CONSUMER PROTECTION

CHAPTER I
GENERAL PROVISIONS

Article 1
Purpose

By this law shall be regulated and protected the basic rights of a consumer when purchasing commodities, services and other forms in the free market and obligations of the seller, manufacturer and supplier.

Article 2
Scope of Application

1. This law is applicable to any consumer who has a residence in the Republic of Kosovo and other non-resident persons.

2. This law applies to the regulation of relations between consumers on one hand and manufacturers, sellers, suppliers, service providers on the other hand to protect the consumer from unfair trading practices in the market of commodities and services in the Republic of Kosovo.

Article 3 Definition

1. Terms used in this Law shall have the following meaning:

1.1. **Consumer** - any natural person who buys and uses commodities or services to fulfill their needs, for purposes that have no connection with commercial activity;

1.2. **Trader** - any natural or legal person who sells or operates in the market as a business or exercises its commercial activity, as a person acting on behalf or for the account of a wholesaler or a manufacturer;

1.3. **Service Provider** - a person who sells commodities or provides services to a consumer;

1.4. **Supplier** - any manufacturer, natural or legal person that provides commodities to the seller;

1.5. **Bulk commodity** - the commodity which is offered for consumer sale, unpackaged and measured in the presence of the consumer;

1.6. **Pre-packed commodity** - the commodities sold as packed which without further processing is offered to the final consumer;

1.7. **Commodity** – any commodities/product or service provided to the consumer;

1.8. **Label** - information with data about the manufacturer, its address, name of commodities, quantity, composition, quality, production date, expiry date, method of use, maintenance and risk;

1.9. **Packing** - the safe packaging for the health and suitability with the volume and weight of the commodity;

1.10. **Declaration of commodities** - the data placed on the commodity label regarding the trademark, protected mark and address of the manufacturer;

1.11. **Sale through Action** – a sale implemented for a certain quantity of a commodity at certain time and place, with a lower price than the price of this commodity during a regular sale.

1.12. **Unfair commercial practices towards consumer** - any act or omission committed by the seller or service provider, in official communication with the consumer, including advertising and marketing of commodity directly related with the promotion of sale or delivery of commodities to the consumer;

1.13. **Influence on consumer behavior** - the use of misleading practices that greatly reduce the ability of consumer to make a decision based on full information of the seller and influences the consumer to take a decision which in other circumstances he would not have taken;

1.14. **Advertise of commodities and services** - any advertisement or publication in any form within the profession or its commercial or service activity, focusing on promoting a commodity or service;

1.15. **The price of commodity per unit** - the final price, including VAT and all other taxes, for one kilogram, one liter, one meter, one square meter, one cubic meter of commodity, or for a particular unit as part of legal measuring units, applied in the Republic of Kosovo for the trading of specific commodities;

1.16. **Invitation to purchase** - any form of communication of manufacturer, seller or service provider with consumers describing the basic characteristics of the commodity and its price, which gives consumers the opportunity to buy the commodity;

1.17. **Unfair influence** - the use of dominance on the consumer and the use of pressure, prompting him to take a decision which he would not have taken under normal conditions;

1.18. **Extrajudicial dispute resolution** - the resolution of disagreements between the consumer and the trader resulting from the violation of customs, codes and genuine business norms for commodities or services for which the consumer may appeal to the arbitration courts in Kosovo Chamber of Commerce and American Chamber of Commerce to resolve them in order to protect their rights guaranteed by this law and other laws;

1.19. **Public services** - the distribution of electricity, electricity supply, heat supply, water supply, wastewater treatment and drainage, transportation of passengers in public transport, postal services and telecommunications, health services, cleaning of public spaces, destruction of waste, maintenance of cemeteries;

1.20. **Creditor** - any financial institution authorized to grant loans according to the law in force by the Central Bank of the Republic of Kosovo -CBK;

1.21. **Ministry – MTI** – respective ministry for trade and industry;

1.22. **Contract** – agreement between two or more subjects that aim to create, change or extinct a juridical relation of obligation;

1.23. **Discount** – purchase of a commodity with a lower price than the basic price which the trader allows it for a certain commodity, in certain cases;

1.24. **Exhibit** – unique and rare things such as old documents, paintings, frescos, icons and different weapons, souvenirs with artistic, historical, ethnological and archeological value.

Article 4 Consumer rights

1. This Law shall guarantee the following basic consumer rights:

1.1. the right to protect the economic interests of consumers;

1.2. the right to be protected from danger the life, health and property;

1.3. the right to legal protection of consumer;

1.4. the right to complain;

1.5. the right to compensation in certain cases for indemnity;

1.6. the right to consumer information and education;

1.7. the right to use public services;

1.8. the right of organization in consumer association, to protect their interests;

1.9. the right to represent consumer interests;

1.10. the right to receive services in his language in compliance with the Law on the Use of Official Languages.

Article 5 Obligations of the seller

1. The seller shall fulfill obligations toward the consumer in accordance with the provisions of this Law, other laws and bylaws.

2. The seller, at the request of the consumer after the conclusion for the shortcomings of the commodity is obliged to replace the commodity or refund the money paid for the

commodity or with the consent of the consumer, to reduce the price to compensate the shortcoming and defectiveness of the commodity.

3. The seller due to shortcomings in services provided, at the request of the consumer, is obligated to return the amount paid for the service, to eliminate the shortcomings in services provided, or reduce the price as agreed with the consumer.

4. Consumer pursuant to paragraph 2 and 3 of this Article may require the repayment of the amount paid only if the seller had been given a reasonable deadline for eliminating the defects of the commodity or service to fulfill the contract.

5. In case of legal and non-legal dispute, the defects of the commodity or service provided are certified through the evidence of court expert or through the assistance of another certified appraiser. The costs of expertise will be covered by the consumer or trader, depending on the result of expertise.

6. If during the warranty period the seller cannot repair the defective commodity for which he has given a guarantee, then he is obliged to give the consumer a similar commodity or to return the money back with the compensation.

Article 6

General safety requirements of commodities and services

1. Manufacturers and sellers should place on the market only safe commodities, in accordance with the Law on the General Product Safety and the Law on Technical Requirements for Products and Conformity Assessment.

2. Service providers should provide only safe services, taking into consideration:

2.1. service characteristics;

2.2. effect of service on other commodities and services;

2.3. presentation of services, warnings or information about services should be in official languages according to the law in force;

2.4. categories of consumers at risk when using the service, especially children and the elderly as consumers with particular sensitivity towards several commodities and services against the patient.

2.5. potential risks that could be caused by the service if not used properly.

CHAPTER II

SALE OF PRODUCTS AND PROVISION OF SERVICES

Article 7

Conditions of the sale of commodities and provision of services

1. Exposure of the commodity which in the point of sale is presented as an exhibit, is not considered as an offer and the seller may refuse the sale of that commodity. The service provider may refuse the service which is subject to its business, depending on the specific circumstances of the case.
2. The seller must provide the conditions of sale of commodities and services in a clear, visible and legible manner and present them, at the time when they are displayed in the area of sales. Special conditions for certain categories of consumers offered by the trader, for a certain commodity must be clear, visible and legible and displayed, when time when they are displayed, at the points of sale of these commodities.
3. The seller is prohibited from publishing any data or personal information of the consumer, to any third party without written consent and authorization of the consumer, except by a court order when the information is needed by the competent authorities for investigation of cases.
4. Service provider for any repair and maintenance commodities must issue a consumer invoice with description of services and materials used for repair. The invoice must be signed by the service provider and consumer and a copy of consumer invoice shall be submitted to the consumer.
5. In the cases specified in paragraph 4 of this Article, if repairing, additional work or installation of components required is needed, the service provider must obtain a written consent from the consumer, or through distance communication, if the cost of service increases.

Article 8

Consumer complains towards sellers or service providers

1. The consumer for every complaint may approach to the responsible structures for consumer protection to the MTI.
2. The consumer may appeal through call center (telephone) or electronically and in written also.
3. The responsible structure for consumer protection shall be obliged to notify the consumer in respect of its appeal within terms of fifteen (15) days from receipt of the complaint.

Article 9
Pricing of commodities and services

1. The seller shall establish a clear, visible and legible retail and wholesale price and unit price of commodities or services offered.
2. The retail and wholesale price includes the final price for any commodity or service, or for a certain amount of commodities, including the value added tax.
3. The seller must guarantee the consumer that the paid price will be equal with the price displayed under paragraph 2 of this Article.
4. Price per measuring unit means the final price per measuring unit, the price per kilogram, liter, meter, square meter, cubic meter of commodity or several other measuring unit including the value added tax pursuant to paragraph 2 of this Article.
5. For unpackaged commodities, the bulk price per measuring unit of the commodity offered on the market is placed near the commodity.
6. For pre-packaged commodities, it is sufficient to place the net price per unit. If the other special rules in the data for net weight do not set out otherwise.
7. Retail selling price and price per unit of pre-packaged commodities shall be placed on or near the commodity, packaging or point of sale and on shelves. Besides the price, in accordance with the paragraph 1 of this Article, it is not allowed to cure another price, except in case of sale, discount of the price or in case of company's bankruptcy.
8. The seller must place the price in order not to damage the commodity.
9. The provisions of paragraph 8 of this Article shall not apply to public auctions and sales of works of art, antique works and services regulated by other applicable laws.

Article 10
Prices in advertising

The retail price of commodities or services and price per unit of the commodity published in advertisements must be the same with the price set by the provisions of Article 9 of this Law.

Article 11
Payment of financial obligations

Financial obligations that the consumer pays through bank, mail or other financial institutions shall be considered as paid on the date when such institution receives the consumer's payment order.

Article 12
Invoice

1. The seller for every commodity sold or service provided to the consumer must provide an invoice which must be accurate, indelible, clear, visible and legible in paper or electronically.
2. The seller allows the consumer to control the amount invoiced in connection with purchased commodity or service provided.
3. The seller must comply with the declared conditions and retail price.
4. Invoicing does not allow additional charge other than what is stated in the invoice.
5. Administrative prices and prices of public services such as electricity, water and telecommunications services are regulated by other laws.
6. For other services such as transport of travelers, an invoice or individual ticket must be provided.

Article 13
Label

1. The seller of commodities and/or services must ensure that the commodities he sells are equipped with the label, which contains information about the manufacturer and his address, name of the commodity, quantity, composition, quality, production date, time and manner of use, maintenance, risk in case it exist.
2. Labeling information for food products shall be regulated through a bylaw.
3. The seller does not have the right to remove or change the label of commodities or other information relating to commodities provided by the manufacturer and / or supplier.
4. If the nature of the commodities does not allow labeling, the seller is obliged to provide, upon request of the consumer, the information in accordance with paragraph 1 of this Article, in other way or by presenting the relevant documents.

5. The seller when placing the commodity on market is obliged to put the label on all packaged commodities.

6. For unpackaged commodities, bulk he must provide an instruction prepared by the manufacturer for the method of easier and safer use, then to offer guarantee, technical instructions, the list of authorized services, a list of warning on potential dangers during the use and a declaration of conformity of commodities.

7. The label must be written clearly, visibly and legibly in official languages according to the law in force.

8. Translation of data into official languages according to the law in force, placed on the label by the manufacturer, in order to make the consumer information easier regarding the safe use of the commodity, in paragraph 1 of this Article shall be identical with the original.

Article 14 Packaging

1. Packaging must be safe for the health, the form of packaging must be adjusted to the weight of the commodity and the commodity size and weight must not cause confusion for the consumer, which must be in accordance with special regulations prescribing the instructions for packing.

2. In the case of wrapping of the package with special paper and other decorations, the price of packaged commodities must be presented in a clear, visible and legible manner.

3. Plastic bags used for transport of purchased commodities that have full or partial logo, trademark, slogan or name of manufacturer or trader shall be considered promotional material, and shall not be charged to the consumer.

4. The seller must allow the consumer to return the package which he has paid when he bought the commodity and refund the amount paid for packaging.

Article 15 Promise of profit

The seller, when offering the commodity or service to the Consumer promises a reward, when the consumer reward game ends, and the consumer is communicated as the winner of a prize, he is obliged to deliver the promised reward in accordance with the Law on Games of Chance.

Article 16
Messages through advertising materials

1. It is forbidden to leave off messages or advertising materials in mailboxes and at the door, if the consumer has placed clearly a written ban to not place them.
2. Distribution of advertising messages and other materials is the responsibility of the trader regarding the quality of commodities and services which he advertises through these messages.
3. Dispatch of public advertising messages from cellular telephones and electronic mail, should have the message body to be able to annul the subscription.

CHAPTER III
NOTIFICATION FOR THE COMMODITY

Article 17
Declaration of the commodity

1. Declaration is obliged to be placed in every commodity and must be submitted in writing and with signs regarding the commodity specifications related to trade sign, trademark, brand name, sign or symbol with regard to the commodity and be placed on the label, packaging or accompanying documents and information about the commodity.
2. Declaration of the commodity must contain the following information:
 - 2.1. name of the commodity manufacturer, the name by which the commodity is sold;
 - 2.2. type, model, measuring unit and label of the commodity and at least one key specificity that separates that commodity;
 - 2.3. production date and expiration date;
 - 2.4. for domestic commodities, the name and address of the manufacturer and country of origin;
 - 2.5. for imported commodity, name and address of the importer and the country of origin of the manufacturer.
3. Placing information in the declaration under paragraph 2 of this Article shall be regulated through a bylaw.

4. Exceptionally the provisions of paragraph 2 of this Article shall not apply to commodities which are regulated by the provisions of other laws in force.

5. Name of the manufacturer of the commodity under sub-paragraph 2.1 paragraph 2 of this Article under which the commodity which is sold must be marked with the sign of description of the commodity, accurate use to enable the recognition of the consumer with the requested commodity which differs from other similar commodities with which it can be replaced.

6. Full address under paragraph 2 of this Article must contain the place, street and house number, telephone number, fax number and electronic address if applicable.

7. Country of origin referred to in sub-paragraph 2.4 and 2.5 paragraph 2 of this Article shall be considered a country where the commodity is manufactured or country in which the commodity has undergone a process which has significantly changed the specifications of that commodity.

Article 18 **Notification for the content of the commodity**

1. Notification for the content of the commodity must be placed on the commodity or packaging. The responsibility for the data set in the commodity or package is borne by the seller.

2. All information with data about the commodity referred to in paragraph 2 Article 17 of this Law must be clear, visible, legible and written in Albanian and does not exclude the possibility of simultaneous use of other official languages and understandable signs to the consumer. For details on the contents of the commodity, the manufacturer is responsible, whereas for those imported the importer is responsible.

3. The data for the content of the commodity should be clear, visible, understandable, readable, indelible and must not be covered by any other text.

4. For the data on the content of unpackaged commodities, bulk, the notification must be placed near the packaging in which the commodity is placed or at the point of sale if the commodity does not require special safety conditions from decay.

5. The notification of the commodity must be emphasized in order not to damage the product.

CHAPTER IV
SALE BY ACTION, DISCOUNT, SALE AT OUTDOOR MARKETS AND SALE
OF DEFECTIVE COMMODITIES

Article 19
Sale by action and Discount

1. Sale by action can be accomplished for a certain amount of a commodity from a manufacturer in a particular time and place, with a lower price than the price of this commodity during a normal sale.
2. In cases of sale referred to in paragraph 1 of this Article, close or near the commodity must be placed a notice that is clear, visible and legible, marked with "**Action**" or "**Action sale**".
3. In cases of sale with discount of a commodity with a lower price than the basic price that the trader allows it for a certain commodity in certain cases. Close or near the commodity must be placed a notice that is clear, visible and legible, marked as "Discount sale".

Article 20
Discounts or Allowances

1. The commodity being sold at discount, or seasonal discount must be clearly marked, visible and legible. Discounted prices must be placed under or above prior prices.
2. The percentage of discounted price announced in the notice for the discount, whenever required by bodies responsible for market surveillance must be proved by the seller with the relevant documentation such as:
 - 2.1. preliminary price;
 - 2.2. evidence for the exact discount of the price in percentage;
3. On the prices of commodity sold at a discount or allowance, shall apply the provisions of Article 9 of this Law.
4. Selling according to paragraph 1 of this Article shall be considered a sale of commodities at discounted price in action cases, cleaning of stocks or when the trader closes its business, or when in retail stores it is prohibited the sale of certain commodities by the bodies responsible for market surveillance.
5. The discount according to paragraph 1 of this Article shall be considered selling commodities at a discounted price after the final season, selling damaged products, sales

of the moment, selling at fairs and specialized stores, regardless of the reasons for discount prices.

Article 21
Discounts of prices before the expiration

Commodities that are on sale, before the expiration must be separated from other commodities and near those commodities must be placed a clear, visible and legible notice on the expiry date of final use, where it must be clearly visible the inscription “Usable until”.

Article 22
Separation of commodities that are at discount

The seller must physically separate the discounted commodities from other commodities which are not discounted, and to place near them or on them, clearly, visibly and legibly the notice that it is a price discount or allowance.

Article 23
Sale of commodities with deficiencies, errors and defects

If the seller sells a commodity with deficiencies, errors or defects, such commodity must be physically separated from other commodities and clearly, visibly and legibly it must be noted on the commodity and he must inform consumers about the error or defect of that commodity.

CHAPTER V
PUBLIC SERVICES PROVIDED TO THE CONSUMER

Article 24
Public services

1. Sale of public services to the consumer must be calculated according to real expenses when the nature of service allows this.
2. Service for reading the meters is made free of charge, except the cases when the consumer requires it. When expenses for services of additional reading are regulated by special regulation, then other provisions shall be valid.

3. Service for reading the meters is made free of charge, except if the consumer requires reading out of the time period set by the relevant regulations of the regulatory.

4. The seller shall notify the consumer in advance with all conditions of public services and those conditions shall be published in electronic and written media.

5. In the committee for the review of consumer complaints within the economic operators who provide public services must be involved the representatives from the Office for consumer protection, consumer associations and community.

6. Operators that provide services of SMS cellular telephones without confirmation of a party, are free of charge.

Article 25 **Connection in the distribution network**

The provider who provides public service through the distribution network must allow the consumer access on the network of distribution and use of the network connection and must provide services in accordance with special regulations, concession contracts or other acts of local government in whose territory the service is provided under non-discriminatory conditions and recognized under the contract condition.

Article 26 **Termination of services**

1. If the calculation of public service provider is challenged in any court proceeding, and the consumer regularly pays all undisputed bills, the provider of public service shall not have the right to terminate the service to the consumer until completion of judicial or extra judicial proceedings.

2. If a public service provider has terminated providing the service before the operator has been notified by the consumer for the procedure initiated according to paragraph 1 of this Article. The operator is obliged to provide services until the court decision.

Article 27 **Maintaining the quality of services**

Service provider who provides public service must maintain the quality of public services in accordance with this Law and other bylaws in force.

Article 28
Ensuring the access and the quality of services

1. Public service providers are obliged to provide consumer services, each within their scope, taking into consideration safety, regular supply, except in case of defaults influenced by natural factors, quality of public services and to provide access to public services for all consumers.
2. Public service provider is obliged to compensate the consumer for the non-quality service and inadequate delivery in case of eventual damage.

Article 29
Invoicing of electricity, water and telecommunication services

1. Invoicing of electricity and water is calculated based on actual consumption read in the meter of the consumer.
2. The method of measuring and calculating the electricity and water is regulated by laws and other bylaws.
3. The supplier is obliged to notify the consumer in advance with all the conditions of electricity and water consumption.
4. The supplier shall submit on the invoice the data that enables the consumer to control the quantity and value for electricity and water consumption.
5. The supplier is obliged to adhere to the prescribed standards of quality and continuity of electricity and water services.
6. Electricity and water invoicing must be calculated on the basis of actual consumption and estimated through calibrated meters.
7. The provider of telecommunication services, for the provision of services, shall deliver to the consumer the invoice, which contains the necessary data for the calculation of the total amount that obliges the consumer to pay the amount, tax and total amount calculated in Euro.
8. Public health services and education services are regulated by special laws.

CHAPTER VI ADVANCED PAYMENTS

Article 30 Advanced payments

1. If a retailer conditions the purchase of commodities or provision of services by partial or full advance payment, immediately or installments, he is obligated to fulfill its obligations to the consumer in time, otherwise, he is liable to pay an interest rate for the advance payment for the entire period from the date of receipt of the advance payment until the date of delivery of commodities.
2. The provisions of paragraph 1 of this Article shall apply in the case where the seller cannot provide the contracted commodity or service within the deadline agreed in the contract.

CHAPTER VII CONTRACTS SIGNED OUTSIDE THE SELLER'S PREMISES

Article 31 Door to door contracts

1. The seller can sign contracts outside his premises, door to door, with the consumer at his home or place of work.
2. The provisions of this Article shall apply to contracts for which the consumer has accepted the offer to sign the contract under similar conditions to those specified in paragraph 1 of this Article.
3. The seller who enters into a contract according to the paragraph 1 of this Article must be legitimated to the consumer with an identification card.

Article 32 Notification on the right to terminate the contract

1. In case of conclusion of a contract under this Chapter of this Law, the seller is obliged to inform the consumer in writing of its right to terminate the contract according to Article 33 of this Law.
2. The notification must contain the business name, address, date of notification, the information needed to identify the contract, logo of the contracting parties, the subject of

the contract and its price and the time for termination of the contract according to paragraph 1. of Article 33 of this Law.

3. The notification must be given to the consumer not later than the moment of conclusion of the contract.

4. In case of dispute, the trader must prove that the consumer, in due time, has forwarded the notification referred to in paragraph 1 to 3 of this Article.

Article 33

Termination of the contract

1. The consumer has the right, without providing any reason, unilaterally, to terminate the contract, within fourteen (14) days of receipt of the written notification referred to in Article 32 of this law.

2. The contract shall terminate based on the written notification for termination.

3. The contract is terminated when the trader receives the written notification for termination.

4. It shall be considered that the contract is terminated, in time, if the termination notification is made within the legal period referred to in paragraph 1 of this Article.

Article 34

Termination of contract in case the notification of the right to terminate is not released

If the consumer was not informed of the right of contract termination in accordance to Article 32 of this law, his right to terminate the contract according to Article 33 of this Law, is not limited in time.

Article 35

Consequences of termination of the contract

1. In case of termination of the contract, the consumer shall return the commodity to a trader and the trader shall be obliged to bears the costs.

2. The consumer shall not respond for the damage suffered by the trader due to termination of the contract.

3. The trader is obliged, that at latest within thirty (30) days of receiving the written notification for the termination of the contract, to return the consumer the full amount he

paid under the contract, and the interest determined by an actual rate set by commercial banks on deposits in last three (3) months, starting from receipt of written notification for termination of the contract.

CHAPTER VIII CONTRACT CONCLUDED IN DISTANCE

Article 36 Contract concluded in distance

The consumer concludes a contract for commodities or service with the trader, under an organizational scheme of distance sales or service delivery from the trader, who, for purposes of the contract, uses exclusive one or more means of distance communication up to the time of contract conclusion.

Article 37 Distance communication means

Distance communication means are all the tools which without simultaneous physical presence of both parties can be used to conclude a contract through correspondence, printed material, advertisements in the media in order forms, catalogs, electronic mail, electronic trade, fax, telephone and television.

CHAPTER IX CONSUMER FINANCIAL SERVICES

Article 38 Consumer credit contract

1. Consumer credit contract is any agreement, where a creditor gives or promises to give to a consumer a credit in the form of a deferred payment or deposit, lending or other similar financial agreement.
2. Contracts for the conditions based on the continuity of a service or supply with commodities of the same type and same amount, where the consumer is entitled to payment for the extension of these conditions through installments, shall not be considered as a credit contract.

3. Contracts below are excluded from the scope of Chapter IX of this Law:

- 3.1. that are secured by a mortgage or any other comparable insurance, commonly used on immovable property, or secured by a right related to immovable property;
- 3.2. whose purpose is profit/acquisition or preservation of property rights over land or existing or projected buildings;
- 3.3. involving a total credit amount of less than two hundred (200) € or more than seventy five thousand (75000) €;
- 3.4. rental or lease contracts where the obligation to purchase the facility is not specified in the contract or in any special contract. Such obligation shall be presumed to exist, if so decided unilaterally by the creditor;
- 3.5. in the form of an overdraft and that the credit must be repaid within one month;
- 3.6. where the credit was given without interest and without any obligation/other payment and credit arrangements, under which the credit must be repaid within three months and remain to be paid only low value obligations, that are inconsiderable;
- 3.7. where the credit is granted by the employer to his employees, as a secondary activity free of interest or with an annual percentage rate of payments/obligation lower than those existing in the market and which are generally not offered to the public;
- 3.8. that are the result of a settlement reached before a court or other legal authority;
- 3.9. related to a deferred payment, free of obligations/payments of an existing debt;
- 3.10. from conclusion of which the consumer is required to deposit an item as a collateral under the supervision of the creditor and where the consumer responsibility is strictly limited to the value of that collateral;
- 3.11. related to the credits provided to a limited public, under a legal provision, for the purpose of general interest and with lower interest rates than those existing in the market, or without interest, or under other conditions that are more favorable to consumers than those that exist in the market and with interest rates not higher than those existing in the market.

Article 39
Pre-contract information for the consumer

1. The creditor presents in writing the proper and key information, before entering into the consumer credit contract, so that he has full knowledge on transaction of signing and execution of the contract, and to be able to choose the most profitable offer in the market.

2. Pre-Contract information includes:

- 2.1. the total value of credit or credit limit in case of overdrafts and/or credit card.
- 2.2. the conditions of use and withdrawal of credit;
- 2.3. the duration of the credit contract;
- 2.4. the effective interest rate with relevant explanations of its calculation;
- 2.5. the nominal interest rate (variable or fixed) and the reference rate, if applicable, on this interest rate, as well as the periods, conditions and procedures of its change;
- 2.6. the installment amount, number of installments and frequency of installment payments, and credit depreciation plan (settlement plan) including total liability (principal and interest) for the entire credit;
- 2.7. the terms of use and settlement in case of overdrafts or credit card;
- 2.8. the method of informing the consumer in case of changing the conditions of the contract.
- 2.9. the cost of holding an account to carry out the transactions for the use of the credit and payments, the cost of using a card or other payment means for the use of credit and payments, and other costs associated with payment transactions;
- 2.10. any additional cost, that is obligatory to obtain the credit;
- 2.11. guarantees/collateral and required insurance;
- 2.12. the existence of the right to withdraw from the contract, the period during which this right can be exercised and procedures for the exercise of this right;
- 2.13. the right to repay the credit ahead of schedule, and costs arising from it, showing the amount and method of calculation;

- 2.14. penalty conditions and penalty interest in case of interest payments made behind the schedule, as applicable at the time when this information is provided, and penalties in case of non-observance of conditions and/or other contract terms;
- 2.15. obligation to the consumer in case when in the overdraft contract it is provided that the credit will be paid at any time upon request of the creditor, with a single installment or within three (3) months;
- 2.16. period of validity of the pre-contract information for the consumer.
3. The creditor suggests to the consumer the most appropriate type and amount of credit amongst the credits it offers, taking into account the financial condition and/or solvency of the consumer, the advantages and disadvantages that accompany the proposed product and the purpose of the credit;
4. The creditor at the request of the consumer fulfills the requirements of pre-contract information specified in paragraph 2 of this Article, and gives additional explanations, in order for the consumer to be able to make the right decision;
5. The creditor informs the consumer in case of disapproval of consumer credit, accompanied with appropriate reasons;
6. The information disclosed above must be made available to the consumer even when he opens a current account and has the right to use larger amounts than the balance of this account in the form of an overdraft.

Article 40

Contract information for the customer

1. Consumer credit contract shall include the following elements:
- 1.1. purpose of the credit;
 - 1.2. full details on the identity and addresses of the contracting parties;
 - 1.3. total amount of the credit and terms for its use
 - 1.4. credit maturity term
 - 1.5. nominal annual interest rate, conditions determining the method of application and calculation of this rate, any index or reference applicable rate, as well as the periods, conditions and procedures for changing the norms of interest, setting the method of consumer notification if the annual rate is variable, and for any possible change;

1.6. effective interest rate and total cost of consumer credit, calculated at the time when this credit contract is concluded:

1.6.1. financial data and all assumptions used to calculate the rate;

1.6.2. conditions under which this rate can change, or

1.6.3 where it is objectively impossible to provide an effective interest rate, the consumer is given sufficient information in the written contract for the costs/expenses of the credit;

1.7 any expense not included in the calculation of the effective interest rate, but that will be paid by the consumer in certain circumstances indicating the purpose and the amount in cases where it is known;

1.8. the instalment amount, the number and frequency or dates of each installment (payment of the customer) to repay the credit, and any other expense associated with granting and using of the credit, presented in a credit settlement schedule (principal and interest);

1.9. the cost of maintaining an account or using a payment instrument for the transactions of the use of credit and settlement / payment and other costs associated with payment transactions;

1.10. guarantees established to ensure enforcement of credit contract and life or property insurance;

1.11. the right to withdraw from the credit contract, as defined in Article 44 of this Law;

1.12. the right to settlement the credit ahead of schedule and to benefit from a reduction of the total credit cost;

1.13. costs, penalties and procedure and the methodology of their calculation, which the consumer must pay in case of partial or full credit settlement, prior to maturity schedule;

1.14. legal form of the establishment of the collateral, evaluation and the manner of its execution;

1.15. penalties associated with violation of contractual obligations which are not included in the calculation of the effective interest rate, but which are paid by the consumer in certain circumstances, and determination of these circumstances. In case the exact amount of these penalties is known, at the time when the contract is concluded, the respective amounts are provided, and if contrary, the method of calculation is provided.

2. In case of consumer credit which is repayable in installments, as part of the contract or its annex, the creditor shall include:

2.1. credit settlement plan at the time when the credit is granted; and

2.2. the method of calculating the effective interest rate (including in the calculation all payments predetermined that the consumer pays at the time of receiving the credit and during its entire period) by giving a detailed example;

3. Each creditor may, contract at his/her will, include additional information, except for the information specified in paragraph 1 and 2 of this Article.

Article 41

General requirements on credit contracts

1. Credit contracts that constitute the object of this Chapter of this Law shall be made, in all cases, in writing and a copy of the contract signed by the parties is given personally to the consumer at the time when the contract is signed.

2. In case of any guarantee contract ensuring the settlement of the obligation arising from the main credit contract, a copy of the guarantee contract and credit contract is given to the guarantor, if the latter is a different person from the borrower.

3. A consumer credit contract in any case clearly sets out the conditions of use, purpose of use of the credit and credit settlement conditions and terms, together with respective penalties.

4. Consumer credit contract must contain a specific provision for the period when the consumer has the right to withdraw from the contract as specified in Article 44 of this Law.

Article 42

Special requirements for Contracts for Overdrafts and Credit Cards

1. An overdraft or credit card contract shall include the information required under paragraph 2 of Article 40 of this Law.

2. The consumer is informed regularly but not less than once a year for the statement of his account, through a document “statement of account” that contains the following information:

2.1. period to which the account statement belongs (start date and end date);

2.2. statement at the beginning of the period;

2.3. values / amounts, and respective dates when the credit was made available to the consumer with the relevant description;

2.4. values / amount of payments and respective dates when the payments were made by the consumer, description of the action(s);

2.5. last interest rate agreed upon;

2.6. any expenses / payment for interests and / or commission applied, respective description;

2.7. account statement at the end of the period.

Article 43

The Right of Withdrawal from the consumer credit contract

1. The customer has the right to withdraw from the consumer credit contract without giving any reason for this purpose, within a calendar period of fourteen (14) days. This period starts from the date of reaching the contract, or from the date of signing the contract by the parties.

2. Before exercising this right the consumer notifies the creditor with his intention (within the aforementioned period of fourteen (14) days) to withdraw from the credit contract.

3. If the loan has been disbursed and received by the consumer and if the latter exercises the right to withdraw from the contract, the creditor notifies the consumer for the amount of credit that must be returned by the consumer. This value consists of the sum of principal and the interest for the respective days, and the potential costs of the creditor incurred by the actions with third parties for the purpose of disbursement.

4. The potential costs of the creditor incurred by the actions with third parties for the effect of the disbursement of this credit, in any case are included in the contractual information, whereas the interest is calculated on the basis of the agreed interest rate.

5. If the consumer side consists of several persons, and one of them exercises the right to withdraw from the consumer credit contract, according to the above points of this Article, then the other persons that constitute the consumer side shall have the right to withdraw from this contract.

6. If a consumer withdraws from the credit contract, also the person who entered into contractual obligations by guaranteeing customer obligations under this contract, may also withdraw the guarantee(s) set by him for the execution of this contract.

Article 44
Rights and obligations in cases of settlement / payment of credit prior to maturity time

1. The consumer has the right to perform at any time, even before the maturity time, partial or complete settlement of his obligations arising from consumer credit contract. In this case, the creditor must make a reduction of the total credit cost. This reduction consists in reducing costs and interests applied on the outstanding part of the credit, for the remaining period of the credit contract.
2. In case of early credit settlement, the creditor has the right to a fair and objective compensation for potential costs directly linked to the credit settlement(s) before the deadline, provided that settlement before the deadline corresponds to a period for which the interest rate is fixed, as defined in the credit contract.
3. If the period between settlement before the deadline and the credit maturity is over one (1) year, the compensation defined in the paragraph 2 of this Article, shall not exceed two percent (2%) of the credit amount paid before the deadline, and if this period does not exceed one (1) year, the compensation does not exceed one percent (1%) of the credit amount paid before the deadline.
4. Compensation for early settlements does not apply in the following cases:
 - 4.1. if the settlement is realized based on an insurance contract, whose purpose is credit settlement;
 - 4.2. for overdrafts; and
 - 4.3. if the credit settlement before the deadline correspond to a period for which the credit rate is not fixed.

Article 45
The effective interest rate

1. The effective interest credit rate is the total cost of consumer credit, expressed as an annual percentage of the total credit amount.
2. Method of calculating the effective interest rate and definition of elements used for its calculation are determined by sub-legal acts issued by the Central Bank of the Republic of Kosovo.

Article 46
Change of the Creditor

If, based on contract requirements, comes to the point of changing the creditor, the consumer has the right to present to the new creditor all objections that he would have with the old creditor, except for typical personal objections.

Article 47
Repaying the loan with other payment instruments

1. If it is agreed that the consumer may repay the credit amount by other instruments of non-cash payments, the creditor must use these payment instruments only to repay the credit.
2. If the creditor does not act in accordance with paragraph 1 of this Article, he will be responsible for damage caused to the consumer.

Article 48
Prohibition of transfer of the Creditor's rights

Consumer credit contracts do not oblige the creditor or any third party to transfer or in its interest, to restrict their rights in case of noncompliance or irregularity of the contract by the person with whom he has signed a contract to be financed by the credit contract.

Article 49
Other Obligations for Consumer Credits

1. Any publication or other offer displayed in commercial units, where the trader offers products and / or services on credit and which show the interest rate or any figure relating to the credit cost, contains also the declaration of interest effective rate.
2. The existence of a credit contract does not affect in any way on the rights of consumer against the suppliers of commodities or services, purchased through such an contract, in cases where commodities or services were not supplied or otherwise were not in compliance with the contract terms for their supply.
3. When the consumer, in order to purchase commodities or obtain services, become a party in a credit contract with a person different from their supplier and there is a close trade relationship between the creditor and supplier of commodities or services, the consumer has the right to seek compensation from the creditor when commodities or services, object of the credit contract, were not supplied or otherwise are not in accordance with the terms of the contract for their supply.

CHAPTER X

UNFAIR CONSUMER CONTRACTS CONDITIONS

Article 50

Unfair contract conditions

1. The contract which is not individually negotiated is unfair if it causes imbalance in the rights and obligations of parties arising from contract, to the detriment of consumers.
2. The condition shall be considered as individually not negotiated, when it was first drafted by the trader and the consumer has not been able to influence the content of the condition, especially in the text of the standard contract, firstly formulated by the trader.
3. When the trader proves that a standard condition has been individually negotiated, the responsibility falls on the consumer.
4. Unfair condition in the contract will be assessed taking into account:
 - 4.1. the nature of commodities and services, for which the contract is concluded;
 - 4.2. the time of contract;
 - 4.3. actual circumstances of the contract;
 - 4.4. other conditions of the contract or other contract, on which it depends.
5. Assessment of the unfair nature of conditions does not relate with the main object of the contract, adjustment of prices or payment of commodities or services supplied, if these conditions are presented in clear and understandable language.
6. The rights of the trader are unfair conditions in the contracts, when:
 - 6.1. excluding or limiting the legal responsibility of trader or supplier, because of the death of the consumer or his personal injury, as a result of an action or deficiency of the trader;
 - 6.2. excluding or limiting the inappropriately the legal rights of consumers against the trader or other party, in case of complete or partial failure to comply, or they are insufficient by the trader for any contractual obligation, including the right of selection of compensation of the debt to the trader;
 - 6.3. making binding contracts for the consumer, while the supply of service by the trader is subject to a condition, whose realization depends only on him;

- 6.4. trader who decides not to perform a contract is allowed to keep the amount paid by the consumer, without providing the compensation by the consumer of an equivalent amount due to failure to comply with the contract by the trader;
- 6.5. requiring every consumer, who fails to fulfill his obligation, to pay as a compensation a disproportionately high amount;
- 6.6. authorizing the trader to cancel the contract on the basis of his will, while such a possibility is not given to the consumer, or allowing the trader to keep the amount paid for the services not yet performed by him;
- 6.7. extending the contract that has a certain period of time and the consumer was not expressed otherwise because he was given an unreasonable time, to express his will not to extend the contract;
- 6.8. forcing the consumer not to cancel the conditions, with which he has no real opportunity of become familiar, before concluding the contract;
- 6.9. allowing the trader to change the conditions of the contract unilaterally, without a valid reason, specified in the contract;
- 6.10. allowing the trailer to change, unilaterally, without a valid reason, any characteristics of commodities or services provided;
- 6.11. providing that the price of the commodities shall be determined at the time of delivery or allow the seller of commodities or service provider to increase the price without giving the consumer the mutual right to cancel the contract if the final price is much higher than the price at the moment of concluding the contract;
- 6.12. give the trader the right to determine if the commodities or service provided is in accordance with the contract or give him the exclusive right to interpret any condition of the contract;
- 6.13. limit the liability of the trader to keep the commitments made by his agent;
- 6.14. oblige the consumer to fulfill all its obligations, while the trader does not fulfill his obligations;
- 6.15. give the trader the ability to transfer its rights and obligations under the contract without the consent of the consumer when it may serve as a reduction of guarantees for the consumer;
- 6.16. exclude or hinder the consumer's right to take legal action or seek any other legal compensation, particularly asking the consumer to submit the disputes exclusively to arbitration, not covered by legal provisions, unduly restricting the

available information to him, or by charging to the consumer the burden of proof, which falls on the other party of the contract.

Article 51

Certain contractual provisions that may be considered unfair

1. Besides fulfilling the conditions specified under this law, unfair contractual provisions are considered the following:

1.1. provisions that limit or exclude the liability for damage caused by the trader in case of death or body injury to the consumer, if the damage results that was caused by the actions of the trader.

1.2. provisions that limit or exclude the rights of consumers by the seller or a third person in case of failure to fully or partially comply with the contract.

1.3. provisions under which the consumer is obliged to fulfill contractual obligations to the trader, whereas the fulfillment of the trader's obligations, is conditioned on the circumstances that depend largely on the commodity will of the trader.

1.4. the provision stipulating that to the trader was paid ever obligation by the consumer, but the trader does not accept that the contract is entirely fulfilled;

1.5 the provisions from which the consumer is obliged to pay damages for not fulfilling the contract which is significantly greater than the damage caused;

1.6. the provision authorizing the seller to fulfill the contract based on its judgment, while the same right is not provided for the consumer;

1.7. the provision authorizing the trader in case of termination of the contract to hold the payment for services that are not yet performed;

1.8. the provision authorizing the seller to cancel the contract for an indefinite time without providing an appropriate notification period, unless there are reasonable grounds for termination;

1.9. the provision which imposes certain obligations on the consumer before concluding the contract for which the consumer has not been informed;

1.10. the provision allowing the trader to unilaterally change the conditions of the contract, without any reasons set out in the contract;

1.11. the provision allowing the trader to unilaterally change the commodities or services specific signs, that are subject of the contract, without any reasonable cause;

1.12. the provision proving the price of commodities or services provided at the time of delivery of commodities or provision of services, which allows the trader to increase the price, without giving to the consumer the right to terminate the contract if the offered price is higher than the price for which they agreed at the time of concluding the contract;

1.13. the provision that gives the trader the exclusive right to interpret all provisions of the contract;

1.14. the provision which excludes or limits the liability of the trader for the obligations transferred to his representative;

1.15. the provision that obliges the consumer to fulfill its contractual obligations, even in cases when the trader has not fulfilled its contractual obligations;

1.16. the provision that allows the trader, without the prior consent of the consumer to transfer the rights and obligations of a third party;

1.17. the provision which excludes or limits the right of the consumer to implement its rights under the contract before the court, the provisions that oblige the consumer to resolve the dispute through arbitration and the provisions which prevent the presentation of evidences in favor of the consumer;

1.18. provision which favors monopolistic business of the market against the consumer, whose right to choose and other rights guaranteed by this Law and other applicable Laws are denied.

CHAPTER XI UNFAIR COMMERCIAL PRACTICES

Article 52 Unfair commercial practices

1. It is prohibited to use unfair commercial practice by the trader before, during and after the transaction associated with the purchase of a commodity.

2. Commercial practice is unfair if:

2.1. it is in conflict with professional requirements and care;

2.2. for a particular commodity, it affects the economic behavior of the ordinary consumer or to a particular group of consumers to whom this practice is focused;

- 2.3. affects the economic behavior of a group of consumers who, because of mental or physical handicap, age or light-mind, are particularly sensitive to the particular commodities.
3. The provisions of paragraph 2 of this Article shall not affect the use of legitimate practices on exaggerating advertising or making statements that are not understood literally.
4. Unfair commercial practices, in particular, are considered:
- 4.1. misleading commercial practices;
 - 4.2. aggressive commercial practices.

CHAPTER XII MISLEADING COMMERCIAL PRACTICE

Article 53 Misleading practice

1. Commercial practice is considered misleading if it contains incorrect information about the circumstances mentioned in paragraph 3 of this Article, which is likely to mislead the ordinary consumer, who, based on such a practice, takes a decision which he/she would not have taken otherwise.
2. Commercial practices under sub-paragraph 4.1 of paragraph 4 of this Article shall be considered misleading, despite the fact that the information about one or more of the circumstances mentioned in paragraph 4 of this Article is correct, if it has impacted on the ordinary consumer to make a decision about an issue, which he/she would not have taken under normal circumstances.
3. Misleading commercial practice exists if it is false:
- 3.1. the existence or nature of the commodity;
 - 3.2. the basic signs of the product, country of origin, address and identity of the trader; the results expected from the use of that commodity, or the results and relevant indicators of tests or controls carried out for that commodity;
 - 3.3. general responsibilities of the trader, motives of commercial practices and the nature of sale, any statement or symbol relating to direct or indirect sponsorship or approval of the commodity;

- 3.4. price of the commodity method of calculation or certain benefits with regard to prices;
 - 3.5. the need for maintenance, spare parts, replacement or repair;
 - 3.6. consumer rights under the rules of responsibility for material lack of the commodity;
 - 3.7. risks to which the consumer may be exposed.
4. Commercial practices shall be considered as misleading if they have driven the ordinary consumer to take a decision regarding an action that he/she would not have taken in other conditions, including:
- 4.1. any form of placing the commodity on the market, including comparative advertising, which enables identification of this commodity with any other product based on the trademark name, trademark or other distinctive signs that distinguishes it from commodities of other competitors on the market;
 - 4.2. failure to observe obligations arising from general rules of conduct for traders assuming that commercial practices oblige traders to be subject to these rules and procedures.

Article 54

Omissions in misleading commercial practices

1. Commercial practice shall be considered as misleading, if in a concrete case, do not contain important information required by an ordinary consumer to make a decision about an action which otherwise he/she would not have taken.
2. Considering the circumstances mentioned in paragraph 1 of this Article, it shall be considered a misleading omission, if:
 - 2.1. a trader hides or provides unclear, unintelligible, early or late information;
 - 2.2. the trader does not specify the commercial practices and it is not clear from the context, where in both cases on the basis of this practice, the ordinary consumer has taken or may take a decision about an action which he/she otherwise would not have taken.
3. When the trader uses concrete communication tools limited in time or space when assessing whether some important information that have been left out before taking into account these limitations, as well as other measures taken by the trader to provide complete information to the consumer.

4. In case of an offer to buy, if it is not clear, it shall be considered as basic information on:

4.1. the main features of the commodity to the extent that the commodities and communication tools have been used fairly;

4.2. headquarters and the identity of the trader, company name or business name, address and identity of the person on whose behalf he is acting;

4.3. the final price of the commodity, or when the nature of the commodity does not allow calculation of the price, in a reasonable manner, the method, in advance, how the price will be calculated even for additional postage costs and transportation costs;

4.4. the contract and terms of payment, provided with other elements of the performance of the contract, as well as the complaints settlement system, if these elements differ from the requirements of professional diligence;

4.5. the existence of the right to terminate or cancel the contract, if commodities are in question, or rights that are provided under the contract.

5. Basic information under this law, other laws and sub-legal acts, where the trader will provide the consumer any form of communication, including advertising and marketing of commodities.

Article 55

Procedures representing misleading commercial practices

1. Misleading commercial practices in any case, shall be considered the following procedure:

1.1. the assertion that the trader is a signee of certain commercial rules and procedures;

1.2. placing on the trademarks, marks or similar marks of quality without the necessary approval;

1.3. the assertion that the rules and procedures which the trader has changed have been approved by a public body or any other body;

1.4. the assertion of the trader that its activity, work experience or commodity has been approved, recommended or allowed a public or private body, exactly the same assertion, where its experience or product does not meet the requirements for approval, recommendation or permission;

1.5. an offer to purchase commodities at a fixed price, without emphasizing the fact that the trader has reasonable grounds to believe that it will not be able to offer the delivery of this commodity or similar commodities with the same price in time and quantity for the commodities that are reasonable or similar commodities offered at similar prices in reasonable time and quantity regardless of the advertising of commodity at the offered price, where other traders would not be able to offer this or a similar commodity at the published price, in reasonable time and quantity considering the above circumstances;

1.6. notification for the offer of commodities at a certain price, and thereafter refusing to show the consumer the commodity offered or refusal to accept to deliver it to the consumer, to prepare it in a reasonable time, or by showing a copy of the defected commodity, with purpose of promoting a different commodity;

1.7. false assertion that the commodity will be available only in a very limited period, or will be available only in certain conditions in a very limited period of time, and instructions for consumers to immediately take a decision to purchase, by denying them the opportunity time to make a decision based on relevant circumstances;

1.8. different assertion to create the impression that a commodity may be sold legally, even if it is not the case;

1.9. representation of consumer rights guaranteed by law, which usually belong to a special offer of a trader;

1.10. use of editorial content in the media which is paid to promote commodities where in the content is not clearly expressed in words or signs where the consumer can be informed that it is a promotion;

1.11. false information regarding the nature and degree of risk that they may be exposed to personal safety of consumers or members of his/her family in case the consumer purchases the commodity offered by the trader;

1.12. advertising of a similar commodity that is produced by another manufacturer in order to deliberately push the consumer to conclude wrongly that the advertised commodity is manufactured by another manufacturer;

1.13. development, operation or promotion of a pyramidal system of promotion, where the consumer is compensated for certain actions, mainly because he brought other consumers in the system, not for the reason that he had purchased or consumed those commodity;

1.14. notice that the trader will soon cease its activity, or will move it to another location;

- 1.15. notice that the product may enable gains from games of chance;
- 1.16. false notification that the commodity can cure a disease, or stop the progress of a disease;
- 1.17. transfer of inaccurate information regarding market conditions or the presence of commodities, in order to affect on the consumer so that he/she buys the commodity at conditions less favorable than the normal market conditions;
- 1.18. approach regarding commercial practices of announcing rewarding games, where for the promised rewards are not given the promised rewards or its reasonable equivalent;
- 1.19. labeling commodities with the symbol "gratis", "free", "free of charge" or similar designations, if the consumer has to pay for this commodity any other amount that does not affect on the cost that corresponds with commercial practices, and the cost is provided when the commodity is taken;
- 1.20. including promotional materials in invoices or other requests for payment where the consumer creates the impression that he already ordered the advertised commodity offered to him by the trader. False assertion, or creating the impression that the trader is not acting in accordance with commercial practices, or its professional activity or false representation of the trader as a consumer.

CHAPTER XIII

AGGRESSIVE COMMERCIAL PRACTICES

Article 56

Aggressive commercial practices

1. A commercial practice shall be regarded as aggressive if, in the concrete case, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, or threats and illegal influence, that significantly impairs or is likely to impair the freedom of choice or influences the ordinary consumer's behaviour with regard to certain commodity, which have influenced in taking a decision with regard to an action which under normal conditions he/she would not have taken.
2. The decision to act under paragraph 1 of this Article shall apply to any decision taken by the consumer, which relates to it, and under what conditions the contract was made, if the price for it will be paid in full or in installments, if certain special rights in contractual basis will be used, despite the fact whether the consumer has decided to act, or refrain from acting.

Article 57
Use of coercion, harassment and undue influence

1. In establishing whether the practices of harassment, coercion, including use of obligation or intimidation, or undue influence have been use, will be considered:

1.1. the time, place or nature of aggressive commercial practices, and persistence expressed by the seller;

1.2. if the trader has used threatening or abusive words and behaviors;

1.3. if the trader has used any misfortune or other circumstances of the consumer, which were important as they have reduced the ability of consumers for reasonable actions, for which the trader was aware that these circumstances will influence consumer decisions regarding the commodity;

1.4. the existence of any onerous or other disproportionate restriction of non contractual nature which has been imposed on the consumer by the trader where the consumer wishes to use some rights from contractual relationships with the trader, including the right of cancellation or termination of the contract, or the right to choose another commodity or another trader;

1.5. use of any threat by the trader to take actions which cannot legally be taken.

Article 58
Procedures representing aggressive commercial practices

1. Aggressive commercial practice shall be considered:

1.1. creating the impression that the consumer cannot leave the premise of the trader until they reach a contract;

1.2. conducting visit at consumer's home, ignoring consumer demand to leave his home or not to return back, unless it is justified within the limits regarding the fulfillment of a contractual obligation;

1.3. constant and unwanted communication with the consumer by phone, fax equipment, email or other distance means of communication, unless it is justified within the limits regarding the fulfillment of a contractual obligation;

1.4. requiring a consumer who wants to get the insurance policy, which reasonably cannot be considered appropriate to determine whether the claim was valid, or failing systematically to respond to relevant correspondence, to convince the consumer to forego the exercise of his contractual rights;

1.5. including an advertisement of direct promotion addressed to the children to purchase commodities or services, or to persuade their parents or other adult persons to purchase those commodities or services;

1.6. requesting immediate payment or in installments by the trader for the commodities or services, regarding the supply or return or storage of such commodities or services, which the consumer has not requested;

1.7. informing the consumer explicitly that the activity or survival of the trader is put in jeopardy, if the consumer does not buy the commodities or services;

1.8. creating false impression that the consumer has benefited, or he will benefit a prize or other valuable benefit if he performs a certain action, when in fact there is no prize or other valuable benefit, undertaking any action to claim a prize or other valuable benefit is an object of the payment of money of the consumer which causes a cost to the consumer.

CHAPTER XIV COMPARATIVE AND MISLEADING ADVERTISING

Article 59 Comparative advertising

1. Comparative advertising is any advertisement which directly or indirectly promotes a commodity or service, which directly or indirectly refers to another similar competitive commodity or service and identifies another competitor in the market.

2. Comparative advertising is permitted only if it meets the requirements set out in paragraph 1 of Article 60 of this Law.

Article 60 Conditions for comparative advertising

1. Comparative advertising is permitted when the following conditions are met:

1.1. if they are not misleading under this Law;

1.2. if they are compared with commodities and services that meet the same needs, commodities or services for the same purpose;

1.3. if the comparing was made for the characteristics of different commodity or material, important, comparable, and reliable or services, including the price;

- 1.4. if it does not create confusion in the market regarding the relationship of the advertiser and other competitors for a competitive commodity or service;
 - 1.5. if it does not underestimate the competitor in the market, its activities, commodities and services, which does not cause confusion concerning the trademark or other protective marks of commodities or services;
 - 1.6. for commodities with the designation of origin, the commodity of the same origin is compared;
 - 1.7. if the advertising does not focus on the unfair exploitation of the reputation of a trade name or trademark, or other characteristics of a competitor in the market, its commodities or services;
 - 1.8. if the advertising does not focus on unfair use of logos, label of the origin of competing products or services;
 - 1.9. if the advertising has nothing to do with a product or service advertised as an imitation of a product or service for a mark or trade name.
2. If the comparative advertising refers to a commodity or service offered through a special offer, in the offer must be specified the timeframe within which depends the purchase of commodities or services under special conditions.

Article 61 **Misleading advertising**

Misleading advertising is advertising which by its appearance misleads people to whom it is addressed and influences their economic behavior or damages other competitors.

Article 62 **Request to stop or prohibit comparative and misleading advertising**

1. Persons who have reasonable interest may request from the MTI Inspectorate or other inspection bodies, to stop broadcasting of misleading and comparative advertising.
2. Upon the request of the party, the competent authority referred to in paragraph 1 of this Article, through an ordinance prohibits misleading and comparative advertising, and orders that the cost of the broadcaster shall be borne by the advertising sponsor.
3. The competent bodies for market surveillance require the publisher of advertising, within seven (7) days, to submit evidence in order to confirm the accuracy of the factual claims contained in the contested advertisement.

4. If the publisher of the advertising does not present the required evidence within the period referred to in paragraph 3 of this Article or the competent authority referred to in paragraph 1 of this Article considers that the evidence is incomplete, the advertising shall be considered as misleading, questionable and inaccurate.

CHAPTER XV PURCHASE AND SALE THROUGH INTERNET

Article 63 Obligations of the seller

1. Before concluding a purchase and sale contract with a consumer through internet, supplier or seller should provide the following information:

1.1. name of the supplier and, if it is different, name under which the supplier carries out business;

1.2. address of the supplier of the business and, if it is different, postal address of the supplier;

1.3. telephone number of the supplier, if it is possible, email address and fax number of the supplier;

1.4. a fair and accurate description of commodities or services provided to the consumer, including respective technical and system specifications;

1.5. a detailed price list of commodities and services provided to the consumer and of expenditures related to purchase and sale of these commodities or services payable by the consumer, including taxes and tariffs of deliveries;

1.6. a description of every additional payment that may be included in the contract, such as customs obligations, the amount of which cannot be fixed by the supplier;

1.7. the general amount of the contract, or when commodities or services have been bought for an indefinite period, the amount of periodical payment according to the contract;

1.8. monetary currency with which the commodities and services have been provided;

1.9. conditions and payment form;

- 1.10. time frame during which the commodities are delivered or services begin to be provided after the contract has been concluded;
 - 1.11. agreements of deliveries by supplier, including even the identity of the sender, manner of transport and place of delivery;
 - 1.12. policies of annulment, return, exchange and reimbursement of supplier of policies;
 - 1.13. any other limitations that may be applied in the purchase conditions.
2. The supplier or seller shall be considered to have given all necessary information if:
 - 2.1. the information is clear, visible and understandable;
 - 2.2. they are accessible by the consumer, in printed form.

Article 64
Content and delivery of sale contract in internet

1. A copy of sale contract in internet should be delivered by the supplier to the consumer and should contain:
 - 1.1. information required upon Article 63 of this Law;
 - 1.2. name or unique identifier of consumer;
 - 1.3. date when the contract has been concluded.
2. A copy of sale contract through internet shall be delivered by the supplier to the consumer, in one of the following forms:
 - 2.1. sent by e-mail to the e-mail address given by the consumer to the supplier in order to provide the information related to the contract;
 - 2.2. sent by fax to the fax number provided by the consumer to the supplier in order to provide the information related to the contract;
 - 2.3. sent by post or delivered to the address provided by the consumer to the supplier in order to provide the information related to the contract;
 - 2.4. to be ensured that consumer will take a copy of contract in any other form;

Article 65
Termination of purchase and sale contract through internet

1. Except the abovementioned cases on termination of contract by this Law, the concluded contracts for purchase and sale through internet may be terminated even for the following reasons:

1.1. in case the supplier or seller does not deliver the commodity to the consumer until thirty (30) days after:

1.1.1. the specified date upon the written contract between two (2) parties;

1.1.2. the changed date upon the written contract between two (2) parties;

1.2. in case of transaction for service, if the supplier or seller does not begin providing the services until thirty (30) days after:

1.2.1. the specified date upon the written contract between two parties;

1.2.2. the changed date upon the written contract between two parties;

1.3. consumer shall have the right to terminate the purchase and sale contract through internet in any time before the delivery of the commodities or before the beginning of provision of services if:

1.3.1. the supplier or seller fails to deliver the commodity or to begin providing the service thirty (30) days after the signing of contract by two parties;

2. A supplier shall be considered to have delivered the commodities or to have begun providing the services under a contract of sale through internet, if:

2.1. the supplier has tried to deliver the commodities or to begin providing the services, but the delivery or the beginning has been refused by the consumer at the time when the action was tried to be carried out;

2.2. the supplier has tried to deliver the commodities or to begin providing the services, but this has not been done since no person was available to receive the delivery by the consumer in the day of delivery, for which there have been given a reasonable notification to the consumer by the supplier.

Article 66
Request to return the payments done with credit cards

1. Request made by a consumer to an issuer of credit card to return the order for payment with a credit card should contain the information below:

- 1.1. name of the consumer;
- 1.2. number of credit card of the consumer;
- 1.3. date of expiry of credit card of consumer;
- 1.4. name of the supplier;
- 1.5. date on which the contract has been concluded for sale through internet;
- 1.6. the amount of money charged to the credit card by concluding the contract, including the purchase and sale, and every transaction charged to the consumer;
- 1.7. a description of commodities and services which is sufficient for their identification;
- 1.8. the reason for annulment of the sale contract through internet;
- 1.9. date and way of notification for annulment of the sale contract through internet.

CHAPTER XVI
BEARERS OF CONSUMER PROTECTION

Article 67
Responsible structure for consumer protection

1. Responsible structure for consumer protection shall be established by this Law and it is competent for consumer protection.
2. MTI by a sub-legal act shall regulate the organization and functioning of responsible structure for consumer protection.

Article 68
Kosovo Consumer Protection Program

1. The Consumer Protection Program shall establish the policies for consumer protection for five (5) years and sets out the work within the consumer protection.
2. The Consumer Protection Program is developed by the Consumer Protection Council of Kosovo.
3. The Consumer Protection Program upon the proposal of the Minister of Trade and Industry is submitted to the Government for approval.
4. Consumer Protection Program will be adopted by the Government not later than ninety (90) days after its reception.
5. Determination of consumer protection policy, especially monitoring of the implementation of the Consumer Protection Program is conducted by the Ministry of Trade and Industry.
6. Consumer Protection Program sets out:
 - 6.1. policy principles and goals of consumer protection;
 - 6.2. tasks that have priority when developing consumer protection policies;
 - 6.3. use of financial resources to accomplish the tasks of consumer protection program.

Article 69
Consumer Protection Council

1. The Government of the Republic of Kosovo upon the proposal of the Minister of Trade and Industry appoints the Consumer Protection Council of Kosovo.
2. The Consumer Protection Council consists of seven (7) members, where two (2) are representatives of the Ministry of Trade and Industry, one (1) representative from each of the following: the Food and Veterinary Agency, the Economic Chamber of Kosovo, from Alliance of Kosovo Business, American Chamber of Commerce, the representative of consumer associations and one (1) independent expert of the field of Consumer Protection.
3. The chairman and members of the Council upon the proposal of the Minister of MTI shall be appointed by the Government for a period of five (5) years.

4. The minister of MTI upon the proposal of the Council proposes the Government to supplement or replace the chairman or any new member within the mandate.
5. The Council is an advisory body on consumer protection policies.
6. The Council has the Secretariat which carries out the technical works for the Council.
7. The Council operates based on the rules of procedure, which shall be developed by the Council.
8. The Council develops and implements the Consumer Protection Program and reports to the Minister of MTI on the implementation of the Consumer Protection Program, supports changes in the existing legislation and regulations.
9. Participates in the development of consumer protection policy and reports to the Government of Kosovo for the cases of collective violations of consumer rights.
10. The work of the Council shall be public.
11. The Council through the Minister of MTI shall submit the report to the Kosovo Government.
12. The Government of Kosovo, through a decision, determines the compensation for the members of the Council, allowed by the budget of the Republic of Kosovo.

Article 70

Consumer Protection Associations

1. Consumer protection association shall be established for the protection of consumer rights and interests. It is a non-governmental organization, independent of manufacturers, sellers, suppliers or service providers.
2. Consumer Associations registration is made in accordance with the applicable Law.
3. The activity of consumer associations shall be regulated by their statute.
4. Consumer representatives who participate in the central administration bodies for matters relating to consumer protection are appointed by the association itself.
5. Consumer Protection Association is presented on behalf of its members and acts for the interest of all consumers. Through its representative it gives opinions on proposed acts that may impact the consumer, participates in meetings which are of interest for the consumer, mediates between central authorities and consumers and between traders and consumers in order to protect consumer interests.

6. Consumer Protection Association informs consumers about their rights and submits a list of traders who over the past years have damaged the consumer or deliberately have sold dangerous commodity for consumer health and safety.
7. Consumer protection groups established by the consumer in order to promote and protect their rights and interests.
8. Consumer Protection Association may establish the association of associations which protect the interests of consumer in order to achieve common interests at national and international level.

CHAPTER XVII CONSUMER INFORMATION AND EDUCATION

Article 71 The Curriculum

1. The Ministry of Education, Science and Technology is obliged to initiate drafting of the curriculums for primary, secondary and University education, including basic knowledge related to consumer protection.
2. The Ministry proposes and supports the Minister of Education, Science and Technology to begin the preparation of educational programs, curriculums and training on consumer protection within the curriculum.
3. Ministry in cooperation with the Ministry of Education, Science and Technology and consumer protection associations must strongly promote the consumer rights at all levels of educational institutions.
4. MTI will participate in training and capacity building of consumer protection associations in meeting the specified obligations with this article

CHAPTER XVIII ARBITRATION

Article 72 Extrajudicial dispute resolution

1. In case of dispute between the consumer and the trader, the Office of Consumer Protection may submit a proposal for mediation at the Tribunal of Arbitration.
2. Resolution of disputes through extrajudicial mediation in accordance with paragraph 1 of this Article is made in accordance with the Law on Arbitration.

CHAPTER XIX COLLECTIVE CONSUMER PROTECTION

Article 73 Initiation of the procedure

1. The representative of the responsible institution for the field of consumer protection has the right to require from the Market Inspectorate or other competent inspection bodies for market surveillance to initiate proceedings for termination of misuses that are inconsistent with this Law, other laws and sub-legal acts into force.
2. The proceeding referred to in paragraph 1 of this Article may be initiated against the trader or group of traders in the same sector, who act in violation with this law, other applicable laws and sub-legal acts into force.
3. Against the operators of distance communication means, the representative of the responsible institution for consumer protection has the right to ask the Inspectorate or other competent person to initiate the proceeding referred to in the paragraph 1 of this Article.
4. The provisions of this Article shall not prejudice the authority of the Inspector or other competent person to initiate independently the proceeding against the persons mentioned in paragraphs 1, 2, and 3 of this Article.

Article 74

Persons authorized to recommend the initiation of procedures

According to this Law, responsible government bodies for consumer protection, consumer associations and business associations shall be authorized to initiate the procedure for collective consumer protection.

Article 75

Inspection

Supervision and implementation of this Law shall be conducted by the MTI Inspectorate, other inspecting bodies in accordance with the powers prescribed by this Law, other laws and sub-legal acts into force.

CHAPTER XX PENALTY PROVISIONS

Article 76

1. By fine in the amount of three hundred (300) to three thousand (3.000) € shall be fined a trader or service provider if:

1.1. the provisions of Article 4 of this Law are not implemented;

1.2. without any reason has not fulfilled his obligations to the consumer, or fails to fulfill his obligations in accordance with paragraph 1 of Article 5 of this Law;

1.3. at the request of a consumer, the commodity with defects which the consumer has purchased as a normal product, the trader does not replace with another normal commodity, the amount paid is not returned to the consumer for the defected commodity purchased or the price for a commodity is not decreased, in accordance to the paragraph 2 of Article 5 of this Law;

1.4. the trader, due to deficiencies in services offered, rejects the request of the consumer to return the amount paid to the consumers for this service, to reduce the price or to eliminate these deficiencies, in accordance with paragraph 3 of Article 5 of this Law;

1.5. the trader during the warranty period does not repair the commodity, does not remedy its deficiencies, does not return to the consumer the amount paid or does not replace the commodity with another same product according to paragraph 6 of Article 5 of this Law;

1.6. refuses to provide data on the safety of commodities before the contract with the consumer is signed, for the commodity or service exposed in the showcase and which was offered for sale pursuant to paragraph 1 of Article 6 of this Law;

1.7. terms of sale are not clear, visible and legible at the sales area, and specific requirements for a certain commodity are not presented in a clear, visible and legible manner pursuant to paragraph 2 of Article 7 of this Law;

1.8. if for the repair and maintenance of commodities or other equipment, the trader does not issue a consumer invoice, completed with a description of the work and materials used in accordance with paragraph 4 of Article 7 of this Law;

1.9. without prior written consent of the consumer or through distance communication makes the commodity repair, installs additional components in the commodity in accordance with paragraph 5 of Article 7 of this Law;

1.10. the trader acts contrary to the provisions of Article 8 of this Law regarding the response to consumer complaints;

1.11. the sale price of products and services is determined in violation with the provisions of Article 9 of this Law;

1.12. the sale price presented in advertisements is placed in violation with the provisions specified in Article 10 of this Law;

1.13. if the seller does not give a clear written and readable the invoice according to paragraph 1 of Article 12 of this Law;

1.14. the consumer is not allowed to check the invoice for the purchased commodities or services in accordance with paragraph 1 and 2 of Article 12 of this Law;

1.15. fails to comply with the declared conditions of sale and with the sale price of commodities or services in accordance with paragraph 3 of Article 12 of this Law;

1.16. the service provider shall be fined with the amount from three hundred (300) to nine hundred (900) € if he does not provide an invoice or ticket in accordance with paragraph 6 of Article 12 if this Law,

1.17. the price placed in special packaging paper is not clear, visible and legible or in case of use of extra packaging and decorative mantle, covers the price in accordance with the paragraph 2 of Article 14 of this Law;

- 1.18. the plastic bags used for the transport of commodities by the consumer are calculated to him contrary to the provisions of paragraph 3 of Article 14 of this Law;
- 1.19. has not placed a clear, visible and legible declaration, in accordance with Article 17 of this Law.
2. By a fine in the amount of two hundred (200) to one thousand (1000) € shall be fined the person in charge of the trader or service provider for violations referred to in paragraph 1 of this Article.
3. By a fine in the amount of three hundred (300) to one thousand (1000) € shall be fined a seller who does not provide the commodity to the consumer as in paragraphs 1, 3, 4, 5 of Article 18 of this Law.
4. By a fine in amount of one thousand (1000) to three thousand (3000) € shall be fined the seller who acts in contradiction to Article 20 and 22 of this Law.

Article 77

1. By a fine in the amount of three thousand (3.000) to ten thousand (10.000) € shall be punished the trader or service provider, if:
- 1.1. the expiration deadline of the commodity on sale expires soon, while it is not clear, visible and legible or it is before its expiration in accordance with paragraph 1 of Article 21 of this Law;
- 1.2. defective commodities are not physically separated from other commodities and it is not marked clearly, visibly and legibly that the commodity is in sale as a defective commodity in accordance with Article 23 of this Law;
- 1.3. the consumer, no later than the time of signing the contract, does not receive a written notice for his right to cancel the contract signed away from business premises of the trader paragraph 1 and 3 of Article 32 of this Law;
- 1.4. when returning the money to the consumer, the returned amount was not multiplied by a certain interest that commercial banks apply on the deposit rates for a three months period for the entire period, accounting from the time of receipt of written notice for termination of contract pursuant to paragraph 3 of Article 35 of this Law;
- 1.5. charging the consumer interest cost or fine, in violation with the provisions of Article 45 of this Law;

2. By a fine of five hundred (500) to one thousand and five hundred (1.500) € shall be fined the person in charge of the trader or service provider for violations referred to in paragraph 1 of this Article.

Article 78

1. By a fine in the amount of one thousand (1.000) to three thousand (3.000) € shall be fined a trader or service provider, if:

1.1. publishes or provides information about the consumer to any third party without consumer's consent according to paragraph 3 of Article 7 of this Law;

1.2. the consumer does not know, the consumer is not informed that the account is paid in accordance with the provisions of Article 11 of this Law;

1.3. does not issue an invoice to the consumer or does not issue accurate, indelible, clearly visible, and legible invoice, printed in accordance with paragraph 1 of Article 12 of this Law;

1.4. sells commodities that are not equipped with a label in accordance with paragraph 1 of Article 13 of this Law;

1.5. documents accompanying the commodity are not placed in accordance with the Article 17 of this Law;

1.6. distributes commodities whose packaging is harmful to health or does not fit to the shape and weight of the commodity in accordance with paragraph 1 of Article 14 of this Law;

1.7. does not provide the promised reward when offering a commodity or service to the consumer in accordance with Article 15 of this Law;

1.8. does not separate physically the commodities which have been discounted from other commodities whose price is not discounted and does not inform the consumer for the mistake or defect of that commodity in accordance with Article 22 of this Law;

2. By a fine in the amount of one thousand (1.000) to three thousand (3.000) € shall be fined the person in charge of the trader or service provider for violations referred to in paragraph 1 of this Article.

Article 79

1. By a fine in the amount of one thousand (1.000) to three thousand (3.000) € shall be fined a public service provider, if:

1.1. sells public services when the consumer was not calculated in accordance with the conditions specified in paragraph 2 of Article 24 of this Law;

1.2. the consumer is not notified in advance with all conditions of public services and does not publish them in electronic and printed media in accordance with paragraph 4 of Article 24 of this Law;

1.3. the decision-making body for the rights and obligations of public service consumers does not create a counseling body in accordance with paragraph 5 of Article 24 of this Law;

1.4. does not allow consumers to access the distribution network and use the network connection in accordance with Article 25 of this Law;

1.5. does not preserve the quality of public services in accordance with professional rules pursuant to Article 27 of this Law;

CHAPTER XXI TRANSITIONAL AND FINAL PROVISIONS

Article 80 Transitional provisions

Ministry of Trade and Industry is obliged within six (6) months from the date of entry into force of this Law to issue sub-legal acts in order to implement this Law.

Article 81 Sub-legal acts applicable until the issuance of new sub-legal acts

1. Provided that they are not inconsistent with this Law and until the issuance of new sub-legal acts for right and entire implementation of this Law, currently the applicable sub-legal acts shall remain into force as following:

1.1 Administrative Direction No. 2007/05 for labeling and declaration of goods;

1.2. Administrative Direction No. 2009/21 on amending and supplementing the administrative instruction No. 2007/05 for the labeling and declaration of goods.

Article 82
Repealing provisions

Upon the entry into force of this Law, the Law No. 2004/17 on Consumer Protection and Law No. 03/L-131 on amending and supplementing the Law No. 2004/17 on Consumer Protection shall be repealed.

Article 83
Entry into force

This Law shall enter into force fifteen (15) days after its publication in the Official Gazette of the Republic of Kosovo.

Law No. 04/L-121
19 October 2012

President of the Assembly of the Republic of Kosovo

Jakup KRASNIQI