

**REPUBLIC OF ALBANIA
THE ASSEMBLY**

LAW

Nr.9902, date 17.4.2008, amended

ON CONSUMER PROTECTION

Based on articles 78, 83, paragraph 1 of Constitution, with the proposal of the Council of Ministers,

THE ASSEMBLY
OF THE REPUBLIC OF ALBANIA

DECIDED:

PART I
GENERAL PROVISIONS

Article 1

Object

The purpose of this law is to protect the interests of the consumers in the market place and to define the rules and to set up the relevant institutions, in order to protect consumer rights

Article2

Scope

This law is applicable to all relationships between traders and consumers, regarding consumer goods or services. The provisions of this law, shall not apply when other legal provisions for specific areas, provide more protective treatment for consumer protection of rights.

Enforcement of provisions of this law shall not prejudice the enforcement of provisions governing specific sectors, according to the provisions of the legislation in force. The provisions of this law shall apply even to those issues or aspects that are not regulated by the specific legislation.

Article3

Definitions

In the meaning of this law the following terms will be understood as follows:

1. "Unit Price of good" is the final price, including VAT and all other taxes, for one kilogram, one liter, one metre, one square metre, one cubic metre or a different single unit, piece of legal units measures used in Albanian Republic, concerned in the marketing of specific products.
When the use of the above mentioned units is not permitted from the nature of goods, unit price shall be considered the price for the product sold by individual item or singly.
2. "Selling price of good" is the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes.
3. "Commercial guarantee" means any undertaking by the trader or a producer (the guarantor) to the consumer, in addition to his legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other

requirements not related to the legal obligation of conformity set out in the guarantee statement or in the relevant advertising available before the conclusion of the contract;”.

4. “Placing on the market” means the initial moment when a good is available in Albanian market,
5. “Make available” is a supply in Albanian market of any products by way of the trade chain which is intended for supply, consume, or use with or without payment.
6. “Consumer” is any natural person, who is acting for purposes not related to trade, business or exercise of its profession.
7. “Consumer goods” means any tangible movable items, with the exception of items sold by way of execution or otherwise by authority of law. Water, gas and electricity shall be considered as goods within the meaning of this law where they are put up for sale in a limited volume or a set quantity.”.
- 7.1 “Goods made to the consumer’s specifications” means non-prefabricated goods made on the basis of an individual choice of or decision by the consumer.”.
8. “Reserved goods” are goods separated from the other goods by the seller, to be served to specified categories of persons for which the seller is expressed preliminarily.
9. “Delivery of good”, is the taking in physical possession of the goods by the consumer, but the parties can agree otherwise.
10. “Slogan” is the motto, which accompanies the message of the publication or the notification.
11. “Advertising” making of a representation is any form in connection a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations.
12. “Advertisers” are producers, sellers or service providers that advertise their goods or services.
13. “Service” are the services determined to be offered to the consumers, by any foreseen manner in the Civil Code.
14. “Trader” means any natural or legal private or public person who is acting for purposes relating to his economic activity, trade, business, craft or profession and anyone acting in the name or on behalf of a trader
15. “Commercial practices” means any act, omission, course of conduct or representation, commercial communication including advertisement and marketing, by a trader, directly connected with the promotion, sale or supply of a product or service to consumers;
- 15.1 "Invitation to purchase" is a commercial communication, which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase;
16. “Code of conduct” means an agreement or set of rules not imposed by law, regulation or administrative provision, which defines the behavior of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors.
17. “Producer” means any natural or legal person, according to the relevant definition of the law no. 9779, date 16.7.2007 “On general product safety, essential requirements and conformity assessment for non food products”.
18. “Promotional sale” means a selling of a certain quantity of goods by a producer, at a specific time and place, and at a price which is lower than the price of that good in regular sale.
19. “Durable medium” means any instrument which enables the consumer to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
20. “Sales contract” means any contract under which the trader transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof. The subject-matter of this contract are both goods and services

21. "Service contract" means any contract other than a sales contract under which the trader supplies or undertakes to supply a service to the consumer and the consumer pays or undertakes to pay the price thereof.
22. "Distance contract" means any contract concluded between the trader and the consumer under an organised distance salesor service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.
23. "Off-premises contract" means any contract between the trader and the consumer:
 - a) concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
 - b) for which an offer was made by the consumer in the same circumstances as referred to in point "a";
 - c) concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or
 - d) concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer.
24. "Business premises" means:
 - a. any immovable retail premises where the trader carries out his activity on a permanent basis; or
 - b. any movable retail premises where the trader carries out his activity on a usual basis.
25. "Digital content" means data which are produced and supplied in digital form.
26. "Financial service" means any service of a banking, credit, insurance, personal pension, investment or payment nature.
27. "Public auction" means a method of sale where goods or services are offered by the trader to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services.
28. "Ancillary contract" means a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader.
29. "Dispute" means a contractual dispute arising from a sales or service contract between the consumer and the trader.
30. "Alternative Dispute Resolution (ADR)" is the set of rules and procedures used to resolve out-of-court disputes concerning contractual obligations arising from sales or service contracts between a trader and a consumer, through negotiation by the ADR entity that proposes or imposes a resolution, or brings the parties together to discuss and to find a solution in accordance with the requirements foreseen in this law.
31. "ADR entity" means any entity for alternative dispute resolution which is established on a durable basis and offers the resolution of a dispute through an ADR procedure, in accordance with the provisions of this law and the reference legislation.
32. "Ministry" is the ministry responsible for consumer protection".

Article 4

Consumer rights

The basic rights of the consumers are:

- a) the right of protection of health, environment, and safety of life
- b) the right of protection of economic interests
- c) the right to complain
- ç) the right to claim compensation
- d) the right to education
- dh) the right to acquire information informing
- e) the right to access public services
- ë) the right of legal defence
- f) the right of being organized in associations or unions aiming the protection of consumers' interests and of representation in decision-taking bodies.

PART II

CONSUMER SAFETY

Article 5

General safety requirements

1. Traders are obliged to place on the market only safe products according to the provisions of the law “On general product safety, technical requirements and conformity assessment for non food products”.
 - a) Service providers are required to supply only safe services, taking into account the following aspects the characteristics of the services;
 - b) the effect on other services and goods;
 - c) the presentation of the services, any warnings or information regarding the services;
 - ç) the categories of consumers at risk when using the services, in particular children and the elderly.
 - d) Potential risks that service can cause, if it used not properly.

Article 6

Producer’s Liability

The producer is liable for the damage caused by the defects of his goods, according to the provisions of Civil Code of the Republic of Albania and other laws in force.

PART III

CONSUMER INFORMATION

Article 7

General obligation to inform

1. Traders are obliged, within the limit of their respective activities, to give to the consumers a complete and accurate information regarding the goods and services placed or to be placed on the market
2. The information shall be real, accurate and clear about all characteristics of the goods and services, as well their conditions of selling in the market. Information shall cover the following characteristics:
 - a) the nature, producer identity, price, quality, quantity, utility, origin, period of use, manner of production and use, manner of maintenance and guaranty of goods and services.
 - b) the risks associated with the goods or services when these risks can not be assumed without respective warning.
 - c) the general terms of the contracts to be offered to the consumer.

Article 8

Labelling

Sellers shall ensure that products to be sold by them are visibly and intelligibly marked in Albanian language:

- a) with the name of the product, address of the manufacture and/or importer the designation of the manufacturer, importer or supplier, the weight, quantity, size or dimensions, and any further information that, based on the nature of the product, is necessary for its identification or use,
- b) with information about the minimum durability or the expiry date, if any.

Article 9

Price indication

1. Any good offered to consumers shall indicate the sale price:
 - a) for packed products, the price on packed quantity and per unit price shall be given
 - b) for not pre-packed products, which are measured in the presence of the consumer is sufficient price per unit.
 - c) For the goods referred to point 1/b of this article is obligatory the use of the measurement instruments,

- ç) in cases when per unit price of goods is the same with the final selling price, selling final price is sufficient.
2. For all services offered to the consumers is obligatory indication of the final price of the service. If the service is composed of different separate parts, the price of each part as well as the final price should be given. If there is no final price at the time of the conclusion of the contract, the method of how the method calculated price, must be indicated by the service provider.
 3. Any price indicated shall be unambiguous, easily identifiable and clearly legible.
 4. Sales price of goods and services shall be given only in national currency.
 5. The items of this article, except item 4, are not apply to goods and services obtained through auction, and to the sale of antiquaries and artworks.

Article 10

Receipts

1. Traders are obliged to give to the consumer receipts for the sold goods or services provided. The receipt will make it possible for the consumer to verify the calculated sum for the quantity of the goods or service provided.
2. The consumer is obliged to take receipt.

Article 11

Wrapping of good

The seller is obliged to sell the good with regular and safe wrapping. In the case of self-service sale of goods, the seller is obliged to provide the consumer with an appropriate and safe packaging material.

Article 12

Language obligation

All the necessary information regarding goods and services shall be in Albanian language.

PART IV

MARKETING PRACTICES

CHAPTER I

UNFAIR COMMERCIAL PRACTICES

Article 13

Prohibition of unfair commercial practices

1. A commercial practice shall be unfair if:
 - a) it is contrary to the requirements of the standards of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader's field of activity,
 - b) it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.
2. Commercial practices which are likely to materially distort the economic behavior only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group.
3. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.

4. In particular, commercial practices shall be unfair which:
 - a) are misleading as set out in Articles 14, 15 and 17/A, or
 - b) are aggressive as set out in Articles 16 and 17/B.
5. Unfair commercial practices shall be prohibited.

Article 14

Misleading practices

1. A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise:
 - a) the existence or nature of the product;
 - b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;
 - c) the main characteristics of the service, such as its availability, benefits, risks, execution, accessories, customer assistance and complaint handling, supply, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the service;
 - ç) the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product;
 - d) the price or the manner in which the price is calculated, or the existence of a specific price advantage;
 - dh) the need for a service, part, replacement or repair;
 - e) the nature, attributes and rights of the trader or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or intellectual property rights or his awards and distinctions;
 - ë) the consumer's rights,
2. A commercial practice shall also be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:
 - a) any marketing of a product, including comparative advertising, which creates confusion with any products, trade marks, trade names or other distinguishing marks of a competitor;
 - b) non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where:
 - i. the commitment is not aspirational but is firm and is capable of being verified,
 - ii. the trader indicates in a commercial practice that he is bound by the code.

Article 15

Misleading omissions

1. A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

2. It shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.
3. Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted.
4. In the case of an invitation to purchase, the following information shall be regarded as material, if not already apparent from the context:
 - a) the main characteristics of the product, to an extent appropriate to the medium and the product;
 - b) the geographical address and the identity of the trader, such as his trading name and, where applicable, the geographical address and the identity of the trader on whose behalf he is acting;
 - c) the price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
 - ç) the arrangements for payment, delivery, performance and the complaint handling policy, if they depart from the requirements of professional diligence;
 - d) for products and transactions involving a right of withdrawal or cancellation, the existence of such a right.

Article 16

Aggressive commercial practices

2. A commercial practice shall be regarded as aggressive if, in its factual context, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, or undue influence, it significantly impairs or is likely to significantly impair the average consumer's freedom of choice or conduct with regard to the product and thereby causes him or is likely to cause him to take a transactional decision that he would not have taken otherwise.
3. In determining whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, account shall be taken of:
 - a) its timing, location, nature or persistence;
 - b) the use of threatening or abusive language or behaviour;
 - c) the exploitation by the trader of any specific misfortune or circumstance of such gravity as to impair the consumer's judgment, of which the trader is aware, to influence the consumer's decision with regard to the product;
 - ç) any onerous or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another trader;
 - d) any threat to take any action that cannot legally be taken.

Article 17

Unfair commercial practices

1. The following commercial practises which are in all circumstances considered unfair:
 - A. Misleading commercial practices

1. Claiming to be a signatory to a code of conduct when the trader is not.
2. Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
3. Claiming that a code of conduct has an endorsement from a public or other body which it does not have.
4. Claiming that a trader (including his commercial practices) or a product has been approved, endorsed or authorised by a public or private body when he/it has not or making such a claim without complying with the terms of the approval, endorsement or authorisation.
5. Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered (bait advertising).
6. Making an invitation to purchase products at a specified price and then:
 - a) refusing to show the advertised item to consumers; or
 - b) refusing to take orders for it or deliver it within a reasonable time; or
 - c) demonstrating a defective sample of it, with the intention of promoting a different product
7. Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.
8. Undertaking to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not an official language of the Member State where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction.
9. Stating or otherwise creating the impression that a product can legally be sold when it cannot.
10. Presenting rights given to consumers in law as a distinctive feature of the trader's offer.
11. Using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial).].
12. Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the product.
13. Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.
14. Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products.
15. Claiming that the trader is about to cease trading or move premises when he is not.
16. Claiming that products are able to facilitate winning in games of chance.
17. Falsely claiming that a product is able to cure illnesses, dysfunction or malformations.
18. Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions.
19. Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.
20. Describing a product as "gratis", "free", "without charge" or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.

21. Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not.
22. Falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.
23. Creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold.

B. Aggressive commercial practices

1. Creating the impression that the consumer cannot leave the premises until a contract is formed.
2. Conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return except in circumstances and to the extent justified, under national law, to enforce a contractual obligation.
3. Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified under national law to enforce a contractual obligation..
4. Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights.
5. Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them..
6. Demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer.
7. Explicitly informing a consumer that if he does not buy the product or service, the trader's job or livelihood will be in jeopardy.
8. Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either:
 - a) there is no prize or other equivalent benefit, or
 - b) taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

Article 18

Display of trader's data

1. Traders are obliged to dispose, in their selling unit, the trade name, the address, the timetable for serving the consumer and other data related to the nature of the goods they are selling or to the services they are providing.
2. On the open markets, the local government organisms establish these obligations and the above-mentioned data shall be disposed in the market entrance.

Article 19

Article 20

Article 21

CHAPTER II

ADVERTISEMENT

Article 22

Use of language

The advertisement messages shall be in Albanian language, except slogans or parts of their message that can be expressed even in another language.

Article 24

Unfair advertisement

The advertisement is unfair, when it is discriminatory, regarding to the sex, race, religion, nationality, political convictions, and age, physical and mental peculiarities.

Article 25

Comparative advertisement

1. Comparative advertisement means any advertisement, which explicitly or by implication identifies amongst other traders, goods or services offered by them.
2. Comparative advertising shall, as far as the comparison is concerned, be permitted when the following conditions are met:
 - a) it is not misleading according the definitions of the articles 15 and 16 of this law
 - b) it compares goods or services meeting the same needs or intended for the same purpose;
 - c) it objectively compares one or more material, relevant, verifiable and representative features of those goods and services, which may include price;
 - ç) it does not discredit or denigrate the trade marks, trade names, other distinguishing marks, goods, services, activities, or circumstances of a competitor;
 - d) or products with designation of origin, it relates in each case to products with the same designation;
 - dh) it does not take unfair advantage of the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products;
 - e) it does not present goods or services as imitations or replicas of goods or services bearing a protected trade mark or trade name;
 - ë) it does not create confusion among traders, between the advertiser and a competitor or between the advertiser's trade marks, trade names, other distinguishing marks, goods or services and those of a competitor.

Article 26

Liability

The subject who promotes its goods and services as well as advertising agencies is responsible for their unfair, misleading or comparative advertisements according to relevant provisions of this law

PART V

UNFAIR CONTRACT TERMS AND CONSUMER SALES CONTRACTS

CHAPTER I

UNFAIR TERMS IN CONSUMER CONTRACTS

Article 27

Unfair terms

1. A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.

2. A term shall always be regarded as not individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term, particularly in the context of a pre-formulated standard contract.

The fact that certain aspects of a term or one specific term have been individually negotiated shall not exclude the application of this Article to the rest of a contract if an overall assessment of the contract indicates that it is nevertheless a pre-formulated standard contract.

Where any seller or supplier claims that a standard term has been individually negotiated, the burden of proof in this respect shall be incumbent on him.

3. The unfairness of a contractual term shall be assessed, taking into account:
 - a) the nature of the goods or services for which the contract was concluded;
 - b) the time of conclusion of the contract;
 - c) all the circumstances attending the conclusion of the contract;
 - ç) all the other terms of the contract or of another contract on which it is dependent.

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

4. The terms which may be regarded as unfair:

- a) excluding or limiting the legal liability of a seller or supplier in the event of the death of a consumer or personal injury to the latter resulting from an act or omission of that seller or supplier;
- b) inappropriately excluding or limiting the legal rights of the consumer vis-à-vis the seller or supplier or another party in the event of total or partial non-performance or inadequate performance by the seller or supplier of any of the contractual obligations, including the option of offsetting a debt owed to the seller or supplier against any claim which the consumer may have against him;
- c) making an agreement binding on the consumer whereas provision of services by the seller or supplier is subject to a condition whose realization depends on his own will alone;
- ç) permitting the seller or supplier to retain sums paid by the consumer where the latter decides not to conclude or perform the contract, without providing for the consumer to receive compensation of an equivalent amount from the seller or supplier where the latter is the party cancelling the contract;
- d) requiring any consumer who fails to fulfil his obligation to pay a disproportionately high sum in compensation;
- dh) authorizing the seller or supplier to dissolve the contract on a discretionary basis where the same facility is not granted to the consumer, or permitting the seller or supplier to retain the sums paid for services not yet supplied by him where it is the seller or supplier himself who dissolves the contract;
- e) enabling the seller or supplier to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so;
- ë) automatically extending a contract of fixed duration where the consumer does not indicate otherwise, when the deadline fixed for the consumer to express this desire not to extend the contract is unreasonably early;
- f) irrevocably binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;
- g) enabling the seller or supplier to alter the terms of the contract unilaterally without a valid reason which is specified in the contract;
- gj) enabling the seller or supplier to alter unilaterally without a valid reason any characteristics of the product or service to be provided;
- h) providing for the price of goods to be determined at the time of delivery or allowing a seller of goods or supplier of services to increase their price without in both cases giving the consumer the corresponding right to cancel the contract if the final price is too high in relation to the price agreed when the contract was concluded;
- i) giving the seller or supplier the right to determine whether the goods or services supplied are in conformity with the contract, or giving him the exclusive right to interpret any term of the contract;
- j) limiting the seller's or supplier's obligation to respect commitments undertaken by his agents or making his commitments subject to compliance with a particular formality;
- k) obliging the consumer to fulfil all his obligations where the seller or supplier does not perform his;
- l) giving the seller or supplier the possibility of transferring his rights and obligations under the contract, where this may serve to reduce the guarantees for the consumer, without the latter's agreement;
- ll) excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by

legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should lie with another party to the contract.
m) alteration of the contract terms specifically the method/methodology for calculated the annual percentage rate of charge and its elements, without providing for the consumer to express his consent.”

Article 28

Transparency

1. In the case of contracts where all or certain terms offered to consumers are in writing, these terms must be drafted in plain, intelligible, Albanian language as well as they must be in unambiguous and identifiable presentation. Writing letters must be "Times New Roman" and with size of character writing, at least 10. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.
2. In the case of the unfair terms, it will consider null from the time when the contract was concluded. The other contractual terms shall continue to bind the parties upon those terms if it is capable of continuing in existence without the unfair terms.

CHAPTER II CONSUMER SALES CONTRACTS

Article 29

Conformity with the contract

1. In this chapter the goods means only movable items according the definitions of the article 3, point 7 of this law
2. The seller must deliver goods to the consumers which are in conformity with the contract of sale.
3. Consumer goods are presumed to be in conformity with the contract if they:
 - a) comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model;
 - b) are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted;
 - c) are fit for the purposes for which goods of the same type are normally used;
 - ç) show the quality and performance which are normal in goods of the same type and which the consumer can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made about them by the seller, the producer or his representative, particularly in advertising or on labelling.
4. Any lack of conformity resulting from incorrect installation of the consumer goods shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the contract of sale of the goods and the goods were installed by the seller or under his responsibility. This shall apply equally if the product, intended to be installed by the consumer, is installed by the consumer and the incorrect installation is due to a shortcoming in the installation instructions.
5. There shall be deemed not to be a lack of conformity for the purposes of this Article if, at the time the contract was concluded, the consumer was aware, or could not reasonably be unaware of, the lack of conformity, or if the lack of conformity has its origin in materials supplied by the consumer.

Article 30

Time limits

1. The seller shall be held liable where the lack of conformity becomes apparent within two years as from delivery of the goods.
2. Unless otherwise proved, any lack of conformity that becomes apparent, within a period of six months from delivering of the goods, shall be presumed as it existed at the time of delivering, unless this presumption is

incompatible with the nature of the goods or the nature of the lack of conformity.

Article 31

Consumer remedies

1. The seller is obliged to accept complaints for goods in every place where its activity exercised or represented, unless when another person is authorized to repair goods.
2. The seller shall immediately or within three working days decide on the acceptance of the complaint.
3. In the case of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity free of charge by repair or replacement, or to have an appropriate reduction made in the price or the contract rescinded with regard to those goods.
4. In the first place, the consumer may require the seller to repair the goods or he may require the seller to replace them, in either case free of charge, unless this is impossible or disproportionate.
 - a) A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable, taking into account:
 - iii. the value the goods would have if there were no lack of conformity,
 - iv. the significance of the lack of conformity, and
 - v. whether the alternative remedy could be completed without significant inconvenience to the consumer.
 - b) The terms 'free of charge' in item 3 and 4 refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.
 - c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.
5. The duration of the legal guarantee would be extended automatically after the repair to cover the future re-emergence of the same defect. In this case, the consumer shall be entitled to claim for replacement instead of another repair.
6. The consumer may require an appropriate reduction of the price or have the contract rescinded:
 - a) if the consumer is entitled to neither repair nor replacement, or
 - b) the seller has not completed the repair or replacement according to item 4, paragraph c.
7. The consumer is not entitled to have the contract rescinded if the lack of conformity is minor.
8. The period of time for complaint and repair is added to the period of guaranty.

Article 32

Contractual guarantees

1. Any contractual guarantee statement will not deprive the consumer from the rights that he is entitled to under articles 30, 31 and 32.
2. The seller is obliged to fill in the guarantee statement and to give it to the consumer.
3. The guarantee statement shall be given to the consumer in Albanian language. The guarantee shall be written in plain and intelligible language, as well as contain necessary data- name of goods and services, name and address of the guarantor, time limit and the territorial scope of the guarantee.

Article 33

After sales obligations

Producers and sellers must ensure spare parts necessary for maintenance and repair of products, within the period of guarantee, whether legal or contractual.

Article 33 / 1
Contractual conformity of the services

The traders offer services to the consumer in conformity with contractual terms. The trader shall be held liable for the lack of conformity of the service provided to the consumer with these contract terms.”

PART VI

CONSUMER RIGHTS AND FORMS OF CONCLUSION OF CONSUMER CONTRACTS

CHAPTER I

CONTRACTUAL RIGHTS FOR CONSUMERS

Article 34

Scope

1. The provisions of part VI of this law shall apply to any contract concluded between a trader and a consumer. It shall also apply to contracts for the supply of water, gas, electricity or district heating, including by public providers, to the extent that these commodities are provided on a contractual basis.
2. If any provision of part VI of this law conflicts with a provision of another legal act governing specific sectors, the provision of that other legal act shall prevail and shall apply to those specific sectors.
3. The provisions of part VI of this law shall not affect national general civil law on legal actions and contracts such as the rules on the validity, formation or effect of a contract, in so far as general civil law aspects are not regulated in this law.
4. The provisions of part VI of this law shall not prevent traders from offering consumers contractual arrangements more favourable than those provided for in the provisions of this law.”

Article 34/1

Exemptions

The following contracts shall be exempt from the scope of application of the provisions of part VI of this law:

- a) for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;
- b) for healthcare, provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices;
- c) for gambling, which involves wagering a stake with pecuniary value in games of chance, including lotteries, casino games and betting transactions;
- ç) for financial services;
- d) for the creation, acquisition or transfer of immovable property or of rights in immovable property;
- dh) for the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;
- e) for travel packages, governed by part VII of chapter IV of this law;
- è) for timeshare, long-term holiday product, resale and exchange governed by part VII, chapter II of this law;
- f) concluded before the notary public or another public-office holder who has a statutory obligation to be independent and impartial and who must ensure by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;
- g) for the supply of foodstuffs, beverages or other goods intended for current consumption in the

- household, and which are physically supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;
- gj) for passenger transport services, with the exception of Article 37, point 2 and article 37/11 and 37/14;
 - h) Concluded by means of automatic vending machines or automated commercial premises;
 - i) Concluded with telecommunications operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer.”.

CHAPTER I/I

CONSUMER INFORMATION FOR CONTRACTS OTHER THAN DISTANCE OR OFF-PREMISES CONTRACTS

Article 35

Information requirements for contracts other than distance or off-premises contracts

1. Before the consumer is bound by a contract other than a distance or an off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner, if that information is not already apparent from the context:
 - a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
 - b) the identity of the trader, such as his trading name, the geographical address at which he is established and his telephone number;
 - c) The total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated.

Where applicable, information is given on all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, due to the fact that such additional charges may be payable;
 - c) Where applicable, the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the service, and the trader's complaint handling policy;
 - d) A reminder of the existence of a legal guarantee of conformity for goods, as well as the existence and the conditions of after-sales services and commercial guarantees, where applicable;
 - dh) The duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
 - e) Where applicable, the functionality, including applicable technical protection measures, of digital content;
 - ë) Where applicable, any relevant interoperability of digital content with “*hardware*” and “*software*” that the trader is aware of or can reasonably be expected to have been aware of.
2. Provisions of paragraph 1 of this article shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.
3. Provisions of paragraph 1 of this article shall not apply to contracts which involve day-to-day transactions and which are performed immediately at the time of their conclusion.
4. Pre-contractual information required by the legal and sublegal acts in force continues to apply together with the provisions of paragraph 1 of this article.”.

CHAPTER II

CONSUMER INFORMATION AND RIGHT OF WITHDRAWAL FOR DISTANCE AND OFF-PREMISES CONTRACTS

Information requirements for distance and off-premises contracts

1. Before the consumer is bound by a distance or off- premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:
 - a) The main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
 - b) The identity of the trader, such as his trading name;
 - c) The geographical address at which the trader is established and the trader's telephone number, fax number and e-mail address, where available, to enable the consumer to contact the trader quickly and communicate with him efficiently and, where applicable, the geographical address and identity of the trader on whose behalf he is acting;
 - c) If different from the address provided in accordance with point "c", the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;
 - d) The total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated. Where applicable, information is given on all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, due to the fact that such additional charges may be payable. In the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;
 - dh) The cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
 - e) The arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;
 - e) where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with article 37/3, point 1 as well as the model withdrawal form set out in Annex I(B), attached to this law;
 - f) Where applicable, the fact that the consumer will have to bear the cost of returning the goods in case of withdrawal. For distance contracts, if the goods, by their nature, cannot normally be returned by post, information on the cost of returning the goods must be given where applicable;
 - g) If the consumer exercises the right of withdrawal after having made a request in accordance with Article 36/5, point 3, or 37 pint 8 of this law, the consumer shall be liable to pay the trader reasonable costs in accordance with article 37/6 point 3;
 - gj) where a right of withdrawal is not provided for in accordance with Article 37/8, the information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal;
 - h) A reminder of the existence of a legal guarantee of conformity for goods in accordance with articles 29-31 of this law;
 - i) Where applicable, the existence and the conditions of after sale customer assistance, after-sales services and commercial guarantees;
 - j) The existence of relevant codes of conduct, if the trader has undertaken compliance with such codes, and how copies of them can be obtained, where applicable;
 - k) The duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
 - l) Where applicable, the minimum duration of the consumer's obligations under the contract;
 - ll) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;
 - m) Where applicable, the functionality, including applicable technical protection measures, of digital content;
 - n) Where applicable, any relevant interoperability of digital content with "*hardware*" and "*software*" that the trader is aware of or can reasonably be expected to have been aware of;
 - nj) Where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

2. Provisions of paragraph 1 of this article shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.
3. In the case of a public auction, the information referred to in points “b”, “c” and “ç” of paragraph 1 of this article may be replaced by the equivalent details for the auctioneer.

“Article 36/1

Information provision model

The information referred to in points “e”, “f” and “g” of paragraph 1, article 36 may be provided by means of the model instructions on withdrawal set out in Annex I(A), attached to this law. The trader shall have fulfilled the information requirements laid down in points “e”, “f” and “g” of paragraph 1, article 36 of this law, if he has supplied these instructions to the consumer, correctly filled in.

Article 36/2

Effects of provided information

The information referred to in paragraph 1 article 36 of this law shall form an integral part of the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.

Article 36/3

Consequences of non-provision of information

If the trader has not complied with the information requirements on additional charges or other costs as referred to in point “d” of paragraph 1, article 36 of this law or on the costs of returning the goods as referred to in point “f” of paragraph 1, article 36 of this law, the consumer shall not bear those charges or costs.

Article 36/4

Burden of proof of providing information

In case of disputes, the burden of proof of providing information foreseen in this chapter shall be on the trader.

Article 36/5

Formal requirements for off-premises contracts

1. With respect to off-premises contracts, the trader shall give the information provided for in Article 36 paragraph 1 to the consumer on paper or, if the consumer agrees, on another durable medium. That information shall be legible and in plain, intelligible language.
2. The trader shall provide the consumer with a copy of the signed contract or the confirmation of the contract on paper or, if the consumer agrees, on another durable medium, including, where applicable, the confirmation of the consumer’s prior express consent and acknowledgement in accordance with point “i” of Article 37/8 of this law.
3. Where a consumer wants the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating to begin during the

withdrawal period provided for in Article 37/1 paragraph 2, the trader shall require that the consumer makes such an express request on a durable medium.

Article 37

Formal requirements for distance contracts

1. With respect to distance contracts, the trader shall give the information provided for in Article 36, paragraph 1 of this law or make that information available to the consumer in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be clearly legible.
2. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware of the information provided for in points “a”, “d”, “k” and “l” of paragraph 1, article 36, in a clear and prominent manner, and directly before the consumer places his order. The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner only with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. If the trader has not complied with this stipulation, the consumer shall not be bound by the contract or order.
3. Trading (*websites*) shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.
4. If the contract is concluded through a means of distance communication which allows limited space or time to display the information, the trader shall provide, on that particular means prior to the conclusion of such a contract, at least the pre-contractual information regarding the main characteristics of the goods or services, the identity of the trader, the total price, the right of withdrawal, the duration of the contract and, if the contract is of indeterminate duration, the conditions for terminating the contract, as referred to in points “a”, “b”, “d”, “e” and “k” of paragraph 1, article 36 of this law. The other information referred to in paragraph 1, article 36, shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 of this Article.
5. If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall, at the beginning of the conversation with the consumer, disclose his identity and, where applicable, the identity of the person on whose behalf he makes that call, and the commercial purpose of the call.
6. Where a distance contract is to be concluded by telephone, the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Such confirmation has to be made on a durable medium.
7. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins. That confirmation shall include:
 - a) all the information referred to in paragraph 1 of article 36 of this law, unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and
 - b) where applicable, the consumer’s prior express consent, and the acknowledgement that he will lose his right of withdrawal in accordance with paragraph “i” of article 37/8 of this law.
8. Where a consumer wants the performance of services, or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, to begin during the withdrawal period provided for in Article 37/1 paragraph 2, the trader shall require that the consumer make an express request.
9. This Article shall be without prejudice to the provisions on the conclusion of e-contracts and the placing of e-orders set out in Articles 12 and 14 of law no.10128 dated 11.5.2009 “On electronic commerce”.

“Article 37/1

Right of withdrawal

1. Save where the exceptions provided for in Article 37/8 apply, the consumer shall have a period of 14 (fourteen) days to withdraw from a distance or off-premises contract, without giving any reason, and without incurring any costs other than those provided for in Article 37/5 paragraph 2 and 37/6 of this law.
2. Without prejudice to Article 37/2, the withdrawal period referred to in paragraph 1 of this Article shall expire after 14 (fourteen) days from:
 - a) in the case of service contracts, the day of the conclusion of the contract;
 - b) in the case of sales contracts, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods or:
 - i. in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;
 - ii. in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;
 - iii. in the case of contracts for regular delivery of goods, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good.
 - c) in the case of contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium, the day of the conclusion of the contract.
3. The contracting parties may perform their contractual obligations during the withdrawal period.

Article 37/2

Omission of information on the right of withdrawal

1. If the trader has not provided the consumer with the information on the right of withdrawal as required by point “e” of paragraph 1 of article 36 of this law, the withdrawal period shall expire 12 (twelve) months from the end of the initial withdrawal period, as determined in accordance with paragraph 2 Article 37/1 of this law.
2. If the trader has provided the consumer with the information provided for in paragraph 1 of this Article within 12 (twelve) months from the day referred to in paragraph 2 of article 37/1 of this law, the withdrawal period shall expire 14 (fourteen) days after the day upon which the consumer receives that information.

Article 37/3

Exercise of the right of withdrawal

1. Before the expiry of the 14 (fourteen) days period, the consumer shall inform the trader of his decision to withdraw from the contract. For this purpose, the consumer may either:
 - a) use the model withdrawal form as set out in Annex I(B) attached to this law;
 - b) make any other unequivocal statement setting out his decision to withdraw from the contract.
2. The consumer shall have exercised his right of withdrawal within the period referred to in Article 37/1, paragraph 2 and 37/2 of this law, if the communication concerning the exercise of the right of withdrawal is

sent by the consumer before that period has expired.

3. The trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit either the model withdrawal form set out in Annex I(B) attached to this law or any other unequivocal statement on the trader's *website*. In those cases the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal on a durable medium without delay.
4. The burden of proof of exercising the right of withdrawal in accordance with this Article shall be on the consumer.

Article 37/4

Effects of withdrawal

The exercise of the right of withdrawal shall terminate the obligations of the parties:

- a) to perform the distance or off-premises contract; or
- b) to conclude the distance or off-premises contract, in cases where an offer was made by the consumer.

Article 37/5

Obligations of the trader in the event of withdrawal

1. The trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 (fourteen) days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 37/3 of this law.
The trader shall carry out the reimbursement referred to above using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.
2. Notwithstanding paragraph 1, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.
3. Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he has received the goods back or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

Article 37/6

Obligations of the consumer in the event of withdrawal

1. Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than 14 (fourteen) days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 37/3 of this law. The deadline shall be met if the consumer sends back the goods before the period of 14 (fourteen) days has expired. The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.
In the case of off-premises contracts where the goods have been delivered to the consumer's home at the time of the conclusion of the contract, the trader shall at his own expense collect the goods if, by their nature, those goods cannot normally be returned by post.

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods. However, the consumer shall in any event not be liable for diminished value of the goods where the trader has failed to provide notice of the right of withdrawal in accordance with point “ė”, paragraph 1, Article 36 of this law.
3. Where a consumer exercises the right of withdrawal after having made a request in accordance with Article 36/5 point 3 or 37 point 8 of this law, the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by the consumer to the trader shall be calculated on the basis of the total price agreed in the contract. If the total price is excessive, the proportionate amount shall be calculated on the basis of the market value of what has been provided.
4. The consumer shall bear no cost for:
 - a) the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, in full or in part, during the withdrawal period, where:
 - i. the trader has failed to provide information in accordance with points “ė” or “g”, paragraph 1 of Article 36; or
 - ii. the consumer has not expressly requested performance to begin during the withdrawal period in accordance with Article 36/5, point 3, article 37 point 8 of this law.
 - b) the supply, in full or in part, of digital content which is not supplied on a tangible medium where:
 - i. the consumer has not given his prior express consent to the beginning of the performance before the end of the 14-day (fourteen) period referred to in Article 37/1 of this law.
 - ii. the consumer has not acknowledged that he loses his right of withdrawal when giving his consent; or
 - iii. the trader has failed to provide confirmation in accordance with Article 36/5, point 2, or 37 point 7 of this law.
5. Except as provided for in Article 37/5, paragraph 2 of this law, and in this Article, the consumer shall not incur any liability as a consequence of the exercise of the right of withdrawal.

Article 37/7

Effects of the exercise of the right of withdrawal on ancillary contracts

1. Without prejudice to the provisions of this law and sublegal acts in force governing credit agreements for consumers, if the consumer exercises his right of withdrawal from a distance or an off- premises contract in accordance with Articles 37/1 to 37/6 of this chapter, any ancillary contracts shall be automatically terminated, without any costs for the consumer, except as provided for in Article 37/5, paragraph 2 and 37/6 of this chapter.
2. The trader where notified by the consumer of his decision to withdraw, referred to in paragraph 1 of this article, is obliged to inform thereof any other trader bound by an ancillary contract.

Article 37/8

Exceptions from the right of withdrawal

The provisions of this chapter concerning the right of withdrawal set out in Article 37/1 to 37/7 in respect of distance and off-premises contracts shall not apply as regards the following:

- a) service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;
- b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- c) the supply of goods made to the consumer's specifications or clearly personalised;
- c) the supply of goods which are liable to deteriorate or expire rapidly;
- d) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- dh) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- e) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 (thirty) days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- è) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
- f) the supply of sealed audio or sealed video recordings or sealed computer *software* which were unsealed after delivery;
- g) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- gj) contracts concluded at a public auction;
- h) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- i) the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgement that he thereby loses his right of withdrawal.

"CHAPTER III

OTHER CONSUMER RIGHTS"

Article 37/9

Scope

1. Articles 37/10 and 37/12 of this chapter, shall apply to sales contracts. Those Articles shall not apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or the supply of digital content which is not supplied on a tangible medium.
2. Articles 37/11, 37/13 and 37/14 of this chapter, shall apply to sales and service contracts and to contracts for the supply of water, gas, electricity, district heating or digital content.

Article 37/10

Delivery

1. Unless the parties have agreed otherwise on the time of delivery, the trader shall deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay, but not later than 30 (thirty) days from the conclusion of the contract.
2. Where the trader has failed to fulfil his obligation to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall call upon him to make the delivery within an additional period of time appropriate to the circumstances. If the trader fails to deliver the

goods within that additional period of time, the consumer shall be entitled to terminate the contract.

Where the trader has refused to deliver the goods or where delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract or where the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential and still the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall be entitled to terminate the contract immediately.

3. Upon termination of the contract, the trader shall, without undue delay, reimburse all sums paid under the contract.
4. In addition to the termination of the contract in accordance with paragraph 2, the consumer may have recourse to available legal remedies, in case of failure to fulfil the obligations, provided for by the Civil Code of the Republic of Albania.

Article 37/11

Fees for the use of means of payment

The traders are prohibited from charging consumers, in respect of the use of a given means of payment, fees that exceed the cost borne by the trader for the use of such means.

Article 37/12

Passing of risk

In contracts where the trader dispatches the goods to the consumer, the risk of loss of or damage to the goods shall pass to the consumer when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods. The risk shall pass to the consumer upon delivery to the carrier if the carrier was commissioned by the consumer to carry the goods and that choice was not offered by the trader, without prejudice to the rights of the consumer against the carrier.

Article 37/13

Communication by telephone

If the trader operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, the consumer, when contacting the trader is not bound to pay more than the basic rate. This stipulation shall be without prejudice to the right of telecommunication services providers to charge for such calls.

Article 37/14

Additional payments

Before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. If the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.

Article 37/15

Any contractual terms which directly or indirectly waive or restrict the rights foreseen in part VI of this law, shall be invalid and shall not create legal consequences on the consumer.”.

Article 38

Unsolicited supply

1. The supply of goods water, gas, energy, district heating or digital content or services prohibited according to article 17, paragraph 7 Section B of this law to a consumer without their being ordered by the consumer beforehand, where such supply involves a demand for payment, is prohibited.
2. In case of unsolicited supply, the consumer is exempt from the provision of any consideration and from the obligation to take any action, including the return of the goods, the absence of response from the consumer not constituting consent.

Article 39

Restrictions on the use of certain means of distance communication

Use by a supplier of the following means requires the prior consent of the consumer:

- a) telephony
- b) fax
- c) electronic mail

PART VII

PARTICULAR CONTRACTS

CHAPTER I

SUPPLY OF ENERGY, SUPPLY OF WATER AND TELECOMMUNICATION SERVICES

Article 40

Manner of invoicing

1. Supply of energy and supply of water to consumers shall be calculated on the basis of actual consumption and established with measurement equipments.
2. The volume of actual consumption will be indicated in the invoice together with the price in a clear, legible and unambiguous way.
3. The invoice for services of telecommunication given to the consumer shall contain full information related to the list of called phone numbers, time and duration of made calls, number of impulses and total price for the certain period.
4. The invoices presented to the consumer shall give him the possibility to exactly verify the calculation of sale or provided service in a certain period.
5. Invoices shall be handed over officially to the consumer in his residence, via mail or personal delivery, and no later than fifteen calendar days prior to the deadline of due payments.
6. All services towards the consumer regarding the compilation and delivery of the invoice shall be made free of charge.

Article 41

Obligations of traders

1. The trader shall guaranty safety, quality and continuity of the supply
2. Providing connection, distribution network as well as maintenance service for energy, water and telecommunication shall be done for all consumers in equal and not discriminatory conditions.
3. The consumer has the right to be compensated in cases:
 - a) of technical interruption, that are not caused by major forces or national emergency, and that are not announced before and have been an obstacle for the consumer to use those services for a period of more that 24 hours.
 - b) where the service provided is defective and has caused damage to the consumer.

CHAPTER II

TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS

Article 42

Meaning of timeshare, the long-term holiday product, the resale and exchange contracts

1. Timeshare contract is a contract of a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more overnight accommodation for more than one period of occupation;
2. Long-term holiday product contract is a contract of a duration of more than one year under which a consumer, for consideration, acquires primarily the right to obtain discounts or other benefits in respect of accommodation, in isolation or together with travel or other services;
3. Resale contract is a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product;
4. Exchange contract is a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access to overnight accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer's timeshare contract.

Article 43

General and special obligations

1. At a reasonable time, before the consumer accepts any offer or concludes a term of use of a long-term resale, resale or exchange product, the trader shall provide him with a clear and understandable all the necessary information.
2. The trader shall provide the consumer with a long-term, resale or exchange term of the term of the product, in writing or in another durable medium in Albanian language.
3. Where the term of the term of use of the term of a long-term resident, resale or exchange holiday is located in a foreign country, the trader shall provide the consumer with a certified and certified translation of the contract in the Albanian language.
4. The consumer has the right to waive the long-term, resale or resale term use contracts without penalty and without giving reasons within a period of 14 calendar days starting from the date of the conclusion of the contract or from the date on which the parties sign a binding preliminary contract or from the date on which the customer receives the contract or any binding preliminary contract, if that date is later than the date of the conclusion of the contract or preliminary contract.
5. Where the term of the term of use of the term of the term of the term of rest, resale or exchange is covered wholly or partly by the credit granted to the consumer by the trader or by a third party, on the basis of an agreement between the third party and dealer, the credit agreement terminates without penalty for the consumer if the consumer exercises the right to renounce term-use contracts, long-term resale, resale or exchange products.

CHAPTER III

CONSUMER CREDIT AND OBLIGATIONS

Article 44

Consumer credit

1. Credit agreement means an agreement whereby a creditor grants or promises to grant to a consumer a credit in the form of a deferred payment, a loan or other similar financial accommodation.
2. Agreements for the provision on a continuing basis of a service or for the supply of goods of the same kind and in the same quantity, where the consumer has the right to pay for them, for the duration of their provision, by means of instalments, are not deemed to be credit agreements for the purpose of this Directive;
3. This chapter shall not apply to following credits agreements:
 - a) credit agreements which are secured either by a mortgage or by another comparable security commonly used in a Member State on immovable property or secured by a right related to immovable property;
 - b) credit agreements the purpose of which is to acquire or retain property rights in land or in an existing or projected building;
 - c) credit agreements involving a total amount of credit less than EUR 200/30 thousand lek or more than EUR 75 000/10 million lek;
 - ç) hiring or leasing agreements where an obligation to purchase the object of the agreement is not laid down either by the agreement itself or by any separate agreement; such an obligation shall be deemed to exist if it is so decided unilaterally by the creditor;
 - d) credit agreements in the form of an overdraft facility and where the credit has to be repaid within one month;
 - dh) credit agreements where the credit is granted free of interest and without any other charges and credit agreements under the terms of which the credit has to be repaid within three months and only insignificant charges are payable;
 - e) credit agreements where the credit is granted by an employer to his employees as a secondary activity free of interest or at annual percentage rates of charge lower than those prevailing on the market and which are not offered to the public generally;
 - ë) credit agreements which are the outcome of a settlement reached in court or before another statutory authority;
 - f) credit agreements which relate to the deferred payment, free of charge, of an existing debt;
 - g) credit agreements upon the conclusion of which the consumer is requested to deposit an item as security in the creditor's safe-keeping and where the liability of the consumer is strictly limited to that pledged item;
 - gj) credit agreements which relate to loans granted to a restricted public under a statutory provision with a general interest purpose, and at lower interest rates than those prevailing on the market or free of interest or on other terms which are more favourable to the consumer than those prevailing on the market and at interest rates not higher than those prevailing on the market."
3. Consumer credit shall be regulated with sub legal act of Bank of Albania.

Article 45

Other obligations

1. Any advertising concerning credit agreements which indicates an interest rate or any figures relating to the cost of the credit to the consumer shall include standard information defined in this article.

The standard information shall specify in a clear, concise and prominent way by means of a representative example:

- a) the borrowing rate, fixed or variable or both, together with particulars of any charges included in the total cost of the credit to the consumer;
- b) the total amount of credit;
- c) the annual percentage rate of charge or effective interest rate (NEI), as it is defined in the sublegal act of Bank of Albania.
- ç) if applicable, the duration of the credit agreement;
- d) in the case of a credit in the form of a deferred payment for a specific good or service, the price in money (cash) and the amount of any advance payment, and
- dh) total amount payable by the consumer and the amounts of payments for installments.”

1.1 In good time before the consumer is bound by any credit agreement or offer, the creditor and, where applicable, the credit intermediary shall, on the basis of the credit terms and conditions offered by the creditor and, if applicable, the preferences expressed and information supplied by the consumer, provide the consumer with the information needed to compare different offers in order to take an informed decision on whether to conclude a credit agreement.”

Such information, provided in writing or by another durable medium, shall be provided in the standard form/forms of consumer credit information, defined by the Bank of Albania

1.2. For the purposes of this article, "credit intermediary" is any natural or legal person, who is not acting as a creditor and who, in the course of his trade, business or profession:

- i. presents or offers credit agreement to consumers;
- ii. assists consumers to preparatory work in relation with credit agreements other than those mentioned in (i), or
- iii. conclude credit agreement with consumers on behalf of the creditor, on the basis of a fee, which may take a pecuniary form or any other agreed form of financial consideration:

2. The consumer is entitled to withdraw from the credit agreement without giving any reason within a period of fourteen calendar days. This period shall begin from the day of the conclusion of the credit agreement, or from the day on which the consumer receives the contractual terms if this is ulterior day.

2.1 The consumer shall be entitled at any time to discharge fully or partially his obligations under a credit agreement. In such cases, he shall be entitled to a reduction in the total cost of the credit, such reduction consisting of the interest and the costs for the remaining duration of the contract.”

:

3. Credit agreements shall be drawn up on paper or on another durable medium and the contracting parties shall receive a copy of the credit agreement

4. The written agreement shall include all relevant information regarding the annual percentage rate of charge, the conditions under which this may be amended, the amount, number and frequency or dates of the payments which the consumer must make to repay the credit, and all other essential terms of the contract.

5. The existence of a credit agreement shall not in any way affect the rights of the consumer against the supplier of goods or services purchased by means of such an agreement in cases where the goods or services are not supplied or are otherwise not in conformity with the contract for their supply.

6. Where in order to buy goods or obtain services the consumer enters into a credit agreement with a person other than the supplier of them, and there is a close business relationship between the grantor of the credit and the supplier of the goods or services, the consumer will have the right to pursue remedies against the grantor of credit when the goods or services covered by the credit agreement are not supplied or are not in conformity with the contract for supply of them.

CHAPTER IV

PACKAGE TRAVEL CONTRACTS AND OBLIGATIONS

Article 46

Package travel contracts

1. Package travel contracts are the contracts which:
 - a) pre-arranged combination of not fewer than two of the following when sold or offered for sale at an inclusive price:
 - i. transport;
 - ii. accommodation;
 - iii. other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package and
 - b) when the service covers a period of more than twenty-four hours or includes overnight accommodation.

Article 47

General and particular obligations

1. Any descriptive matter concerning a package and supplied by the organizer or the retailer to the consumer, the price of the package and any other conditions applying to the contract must not contain any misleading information.
2. When a brochure is made available to the consumer, it shall indicate in a legible, comprehensible and accurate manner both the price and adequate information concerning:
 - a) either the monetary amount or the percentage of the price which is to be paid on account, and the timetable for payment of the balance;
 - b) the destination and the itinerary
 - c) the means, characteristics and categories of transport used;
 - ç) the type of accommodation, its location, category or degree of comfort
 - d) the meal plan;
 - dh) general information on passport and visa requirements

PART VIII

CONSUMER PROTECTION INSTITUTIONS

CHAPTER I

STATE BODIES

Article 48

Competent bodies

Competent state authorities will be the main responsible bodies for developing and implementing consumer protection policies in order to protect the basic rights of consumers, namely with regard to vulnerable groups such as: children, old, poor economically, disabled, ill people and those with limited mental or physical abilities.

Article 49

Responsible body

1. The Ministry in charge of trade matters through relevant administrative body (hereinafter responsible body for consumer protection) compiles policies and also ensures the regulatory instruments of consumer protection as well as an effective enforcement of this Act.
2. The main responsibilities of this body are:
 - a) Studying and submission of proposals related to the compilation and development of a national policy for consumer protection;
 - b) Preparation and analysis of legal regulations to address issues related with the consumer protection;

- c) Coordination of consumer protection policies and activities with line ministries and other state institutions;
- ç) Taking of the coordinative measures for the implementing of strategic documents in consumer protection field.
- d) Proposing necessary measures to guaranty a high level of consumer protection;
- dh) Taking initiatives to define code of conducts or standard contracts in cooperation with relevant economic operators;
- e) Cooperation with central and local government bodies on consumer protection;
- ë) Cooperation with no profitable consumer associations;
- f) Monitoring of the implementation and enforcement of this act;
- g) Development of consumers complaints handling systems and schemes for alternative disputes settlements;
- gj) Giving support to activities of non-profitable consumer organizations;
- h) Cooperation and exchange of experience with European and international institutions;
- i) Developing of consumer awareness campaigns; as well the sensibilization and the information of consumers.

Article 50

Coordination Council

1. In order to analyse strategies and organisation measures for consumer protection a Coordinative Council is established.
2. The Coordinative Council is composed from representatives of the state administrative bodies related directly or indirectly to the protection of the consumer interest, as well as from non-profit and business associations.
3. The composition of the Coordinative Council will be approved by the Order of Prime Minister.
4. The Minister in charge of the trade matters chairs the Coordinative Council.
5. The functioning regulation of the Coordinative Council will be approved by minister in charge of the trade matters. The responsible body for consumer protection, established under Article 49 of this law, will be in charge of the functions of the Coordinative Council Technical Secretariat.

CHAPTER II

ENFORCEMENT BODIES

Article 51

Market surveillance responsible body

1. The market surveillance responsible body, according article 16 of the Law no. 9779, date 16.07.2007 “On general safety, essential requirements and conformity assessment for non food products” controls the enforcement of the articles 5, 7, 8, 9, 11, 12, 18, 31, 32 and 33, of this law.
2. The market surveillance responsible body collaborates with the responsible body for consumer protection and report to it.

Consumer Protection Commission

1. For the examination of the infringements and the taking of the measures related to the enforcement of provisions of this law, as well as secondary legislation based in this act, except the functions covered by market surveillance responsible body, determine in article 51, the Consumer Protection Commission is established.

The cases when specific acts determine other responsible bodies make exceptions.

2. The Consumer Protection Commission is composed from 5 persons:
 - a) 2 representatives from the ministry in charge of the trade matters, one of these is from the responsible body for consumer protection;
 - b) 2 representatives from Ministry of Justice;
 - c) a representative from civil society with experience in the field of economy and jurisprudence

Members of the Commission referred to the letter "a" and "b" are civil servants, proposed by the relevant minister.

The appointment and dismissal of Chairman and the members of Commission shall be made by the order of the Prime Minister. Chairman of the Commission shall be appointed between two representatives of the Ministry in charge of the trade matters and the chair must have a job experience in the field of consumer protection at least 3 years.

3. The mandate of the member of the commission is 5 year, with the renovation right.
4. In order to identify the infringement of the provisions according to point 1 of this article, will be used ascertainment, requests, complains or any other information which constitutes sufficient reason for processing.
5. In order to verify the infringements of the provisions according to point 1 of this article, the Commission collaborates with the responsible body for consumer protection as well as with the market surveillance responsible body.
6. The responsible body for consumer protection is in charge with the functions of the Technical Secretariat of this Commission.
7. The functioning procedures, the method of the payment of the Consumer Protection Commission, as well as the procedures for assessment of the infringements will be determined by the Council of Ministers Decision.
8. The Commission shall be formulated a report about the activities of the Commission, at the end of every year and when it will be required, as well this report shall be published on the website of the Ministry in charge of the trade matters
9. The Consumer Protection Commission is the competent authority monitoring enforcement of articles 52/3 to 52/5 of this law, by the ADR responsible entities referred to in articles 52/2 and 52/6 of this law. The Commission shall publish on its official website the list of ADR entities that meet the requirements defined in these provisions.
10. The Consumer Protection Commission, in the course of its work, referred to in point 9 of this article, shall receive by each ADR responsible entity, as defined in article 52/5 and 52/6 of this law, whendeemed necessary and in any case not less than once at the end of each calendar year, the annual activity report, which shall include at least information relating to:
 - a) the number of disputes received and the types of complaints to which they related;
 - b) any systematic or significant problems that occur frequently and lead to disputes between consumers and traders including recommendations as to how such problems can be avoided or resolved in future, where possible;
 - c) the rate of disputes the ADR entity has refused to deal with and the percentage share of the types of grounds for such refusal as referred to in Article 52/4 of this law;

- c) the percentage shares of solutions proposed or imposed in favour of the consumer and in favour of the trader, and of disputes resolved by an amicable solution;
- d) the percentage share of ADR procedures which were discontinued and, if known, the reasons for their discontinuation;
- dh) the average time taken to resolve disputes;
- e) the rate of compliance, if known, with the outcomes of the ADR procedures.

11. The annual report of the ADR entity shall be made publicly available on its website, on a durable medium upon request, and by any other means it considers appropriate”.

Article 52.1 Obligation to provide information

Traders are obliged to give in clear manner a real and not omitted information required by the enforcement bodies and the responsible body for consumer protection under the provisions of this law.

“Article 52/2

ADR entities for services of public interest

1. ADR entities between the consumer and the trader for services of public interest, in accordance with the letter “dh”, point 1, article 56 of this law, are as follows:
 - a) Regulatory Entity of Energy (ERE), shall serve as the ADR entity with the consumer for activities in the electrical energy and natural gas sector, in implementing article 24, law no.43/2015 “On electrical energy sector”, as well as law no.102/2015, “On natural gas sector”;
 - b) Electronic and Postal Communications Authority (AKEP) shall serve as the ADR entity with the consumer for activities in the electronic and postal communications sector in implementing article 120/1 of law 9918 dated 19.5.2008 “On electronic communications in the Republic of Albania” amended as well as article 55 of law no.46/2015 “On postal services in the Republic of Albania”;
 - c) Regulatory Entity of Water (ERRU) shall serve as the ADR entity with the consumer for activities in the water supply and treatment of waste water sector, in implementing article 30 of law no.8102 dated 28.3.1996 “On the regulatory framework of water supply and waste water treatment” amended;
 - c) Financial Supervisory Authority (AMF) shall serve as the ADR entity with the consumer for activity in the insurance and reinsurance sector in implementing article 13 of law no.9572 dated 3.7.2006 “On Financial Supervisory Authority” amended as well as the entities referred to in article 70 of law no.52/2014 “On insurance and reinsurance activity”;
 - d) Civil Aviation Authority shall serve as the ADR entity with the consumer for activities in the civil aviation sector in implementing law no.10040, dated 22.12.2008 “Air Code of the Republic of Albania” amended and law no.10233 dated 11.2.2010 “On Civil Aviation Authority”.
2. The ADR entity between the consumer and the trader for financial banking services and its organisation and operation shall be determined by the specific legislation governing these services.

Article 52/3

General requirements for the ADR entity duties concerning services of public interest

1. ADR entities, referred to in article 52/2 of this law, for the purpose of recording and handling disputes between the consumer and the trader in their respective activity sectors shall make sure to:
 - a) maintain an up-to-date website which provides the parties with easy access to information concerning the ADR procedure, as well as provision of information, upon request of parties, through a durable medium;
 - b) where applicable, enable the consumer to submit a complaint *online*, on the *website*, in person or by post;
 - c) enable the exchange of information between the parties via electronic means or, if applicable, by post;

2. The ADR entities, referred to in article 52/2 of this law, shall ensure internal administrative organisation, in a way that guarantees that the responsible persons for dealing with disputes falling under their scope of competence:
 - a) possess the necessary knowledge and skills in the field of alternative consumer dispute resolution within the respective scope of competence, as well as a general understanding of law, proven by the education, work experience or other factual evidence;
 - b) are appointed for a term of office of at least 4 years, and are not liable to be relieved from these duties without just cause, in accordance with the legislation in force;
 - c) are not subject to any instructions from either party or their representatives during the performance of their functions, and if the contrary is established by either parties, the responsible person shall be replaced;
 - ç) are remunerated in a way that is not linked to the outcome of the alternative dispute resolution procedure;
 - d) without undue delay disclose to the ADR entity any circumstances that may, or may be seen to, affect their independence and impartiality or give rise to a conflict of interest with either party to the dispute they are asked to resolve. The obligation to disclose such circumstances shall be a continuing obligation throughout the ADR procedure according to the legislation in force.

3. ADR entities, in accordance with the provision of article 52/2 of this law, shall make publicly available on their websites, on a durable medium upon request, and by any other means they consider appropriate, clear and easily understandable information on:
 - a) their contact details and medium for the complain process or further handling of disputes, according to this decision, including postal address and e-mail address;
 - b) the persons in charge of ADR, the method of their appointment and the length of their mandate;
 - c) the types of disputes they are competent to deal with;
 - ç) the procedural rules governing the resolution of a dispute and the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Article 52/4 of this law;
 - d) any preliminary requirements the parties may have to meet before an ADR procedure can be instituted, including the requirement that an attempt be made by the consumer to resolve the matter directly with the trader;
 - dh) whether or not the parties can withdraw from the procedure;
 - e) the costs, if any, to be borne by the parties, including any rules on awarding costs at the end of the procedure;
 - è) the average length of the ADR procedure;
 - f) the legal effect of the outcome of the ADR procedure, including the penalties for non-compliance in the case of a decision having binding effect on the parties, if applicable;
 - g) the enforceability of the ADR decision, if relevant.
4. The ADR function, as foreseen by this law, shall be exercised only by those ADR entities listed as such by the Consumer Protection Commission, in accordance with paragraph 9, article 52 of this law.

Article 52/4

ADR entity refusal to resolve disputes

1. ADR entity, referred to in article 52/2 of this law, may refuse resolving a dispute between the consumer and the trader, falling under their competence, on the grounds that:
 - a) the consumer did not attempt to contact the trader concerned and seek amicable resolution of the dispute;
 - b) the dispute is frivolous or vexatious;
 - c) the dispute is being or has previously been considered by another ADR entity or by a court;
 - ç) the consumer has not submitted the complaint to the ADR entity within 1 (one) year, from the date upon which the consumer submitted the complaint to the trader;
 - d) dealing with such a type of dispute would otherwise seriously impair the effective operation of the ADR entity.
2. Where an ADR entity, referred to in article 52/2 of this law, is unable to consider a dispute that has been submitted to it, that ADR entity shall provide both parties with a reasoned explanation of the grounds for not considering the dispute within 21 (twenty-one) calendar days of receiving the complaint file.
3. The ADR entities in the case of circumstances referred to in point “d” of paragraph 2, article 52/3, shall make sure:
 - a) the responsible person concerned is replaced by another person that shall be entrusted with conducting the ADR procedure;
 - b) or failing the replacement foreseen in letter “a” of this point, the responsible person concerned refrains from conducting the ADR procedure and, where possible, the ADR entity proposes to the parties to submit the dispute to another ADR entity which is competent to deal with the dispute or to the court;
 - c) or in case of failure to carry out the procedures foreseen in letter “a” and “b” of this point, the ADR entities informs the parties about the circumstances and the responsible person concerned is allowed to continue to conduct the ADR procedure only if the parties have not objected after they have been informed of the circumstances and their right to object.

Article 52/5

Rights and obligations of the parties during the handling of disputes by the ADR entities

1. During the process of handling of disputes between the consumer and the trader, the ADR structures, referred to in article 52/2 of this law, the parties shall be entitled to the following rights and obligations:
 - a) The ADR procedure is available and easily accessible online and offline to both parties irrespective of where they are;
 - b) The parties have access to the procedure without being obliged to retain a lawyer or a legal advisor, but the procedure shall not deprive the parties of their right to independent advice or to be represented or assisted by a third party at any stage of the procedure;
 - c) The ADR procedure is free of charge;

- c) The ADR entity which has received a complaint notifies the parties to the dispute as soon as it has received all the documents containing the relevant information relating to the complaint;
 - d) The outcome of the ADR procedure is made available within a period of 90 (ninety) calendar days from the date on which the ADR entity has received the complete complaint file. The ADR entity may, at its own discretion, extend the 90 (ninety) calendar days' time period. The parties shall be informed of any extension of that period and of the expected length of time that will be needed for the conclusion of the dispute, but this period may not exceed 60 (sixty) calendar days, beyond the 90 (ninety) calendar days' time period;
 - dh) The parties have the possibility of expressing their point of view, of being provided by the ADR entity with the arguments, evidence, documents and facts put forward by the other party, any statements made and opinions given by experts, within a period of 15 (fifteen) days, after receiving notice according to letter "d" of this point;
 - e) The parties are notified of the outcome of the ADR procedure in writing or on a durable medium, and are given a statement of the grounds on which the outcome is based.
2. The ADR procedures shall be binding on the parties only if they have been informed in advance and have accepted its binding nature explicitly.
 3. Irrespective of the provisions of paragraph 2, the agreement between a consumer and a trader to submit complaints to an ADR entity is not binding on the consumer if it was concluded before the dispute has materialised and if it has the effect of depriving the consumer of his right to bring an action before the courts for the settlement of the dispute. If the ADR agreement is an integral part of the standard contract concluded with the consumer, it shall be considered an unfair contractual term, according to articles 27 and 28 of this law.
 4. The trader shall inform the consumer in a clear, comprehensible and easily accessible way on the traders' website, where one exists, and, if applicable, in the general terms and conditions of the respective contract, about the ADR entity in charge of resolving disputes arising during the exercise of his activity, as per the activity it performs.
 5. Where a dispute between a consumer and a trader is not settled, following a complaint submitted directly to the trader, the trader provides the consumer with the information referred to in paragraph 4 of this article, on paper or on another durable medium.

Article 52/6

ADR entity for resolution of disputes other than those related to services of public interest

1. The rules foreseen in articles 52/3 to 52/5 of this law shall apply even during the resolving of disputes other than those related to the services of public interest.
2. The ADR entity for resolution of disputes other than those related to services of public interest, established under the minister, shall be obliged to enforce these provisions, according to paragraph 1 of this article.
3. The organisation and functioning of the responsible entity, referred to in paragraph 2 of this article, shall be defined by the Council of Ministers, on the proposal of the minister.”.

CHAPTER III

NON PROFITABLE ORGANIZATIONS

Article 53

Consumer associations

1. Consumers have the right to organize on a voluntary basis independent consumer associations in order to protect their interests according the legislation in power.
2. Consumer associations are organizations independent from traders and have a statutory aim the protection of consumer rights.
3. In order to be representative of the collective interests of consumers, consumer associations must meet the following criteria:
 - a) Effective membership;
 - b) Experience;
 - c) Geographical extent.
4. Officials of the administration bodies dealing with consumer protection issues are not allow having leading functions in consumer associations.

Article 54

Rights of consumer associations

1. Consumer associations are competent to:
 - a) Inform and raise continuously awareness of the consumers on their rights;
 - b) Organize and manage consumers advice centres in order to educate the consumers where applicable, in cooperation with the local government units, according to the criteria determined by the ministry in charge of trade matters;
 - c) Handle and follow up consumer complaints;
 - ç) Exchange information with the state institutions in charge with consumer protection;
 - d) Carry out independent tests on the quality and safety of goods and services in the market and make public the results of these tests;
 - dh) Take legal actions to the court against traders, in cases of consumer rights violations;
2. The financial resources of the consumer associations are the same with those provided by relevant non-profit associations' legislation.
3. Within the approved budget available, the competent ministry in charge of the trade matters will give financial support to consumer associations. The allocation form will be carried out through tendering procedures.

CHAPTER IV

INJUNCTIONS

Article 55

Cessation order

In case of any act contrary to the provisions of this Act, which harms the collective interests of consumers, the responsible body for consumer protection designated in Article 49 and the consumer associations which are declared to be representative of the collective interests of consumers in accordance with Article 53 may seize to the Consumer Protection Commission and/or to the court seeking:

- a) the cessation or prohibition of the infringement;
- b) the publication of the decision according to point a, in full or in part, in such form as deemed adequate and/or the publication of a corrective statement with a view to eliminating the continuing effects of the infringement;
- c) an order against the losing defendant for payments into the state budget, in the event of failure to comply with the decision within a time-limit specified by the Commission/Court, of a fixed amount for each day's delay or for each new similar infringement after the fixed time-limit.
- ç) Publications according point b of this article made by the ministry in charge of trade matters. The losing defendant will pay all the costs.

CHAPTER V

HANDLING OF CONSUMER COMPLAINS

Article 56

Consumers complains

1. The consumer, whose rights are infringed, has the rights to submit a complaint to:
 - a. the state administrative bodies responsible for consumer protection special entities of local government units;
 - b. to consumer associations;
 - c. ...;
 - ç. to the arbitration court or mediator,
 - d. to the judiciary; and
 - dh. to any ADR entity established specifically for out- of court dispute resolution, according to the provisions of this law in articles 52/2 to 52/6
 - 1.1 The minister in charge of trade matters shall be entitled to issue an order on determination of the procedures for handling of consumers complains submitted in the structure foreseen in paragraph 1, letter "a" of this article
2. The Council of Ministers is entitled to determine the additional criteria that the structure foreseen in paragraph 1, letter "dh" of this article have to fulfill

“Article 56/1

Consumer protection at local level

1. The consumer protection entity, in implementing the provisions of letters “e”, “g” and “i”, of paragraph 2 of article 49 of this law, cooperates with and mandates the local government units to inform, notify and raise awareness of consumers, as well as to collect, process consumer complaints, and where appropriate, forward them to the responsible entity at local level.
2. The local government units shall establish special entities for enforcement of paragraph 1 of this article, based on the provision of article 30 of law no. 139/2015 “On local government”.

PART IX

ADMINISTRATIVE OFFENSES

Article 57

Administrative violations

The infringements of the provisions of this law, when do not constitute a criminal act, constitute administrative violations and are subject to the following sanctions:

1. The responsible structure for market surveillance:

- a) For violations of the provision foreseen in articles 9, 11, 18, with a penalty 100 000 Leke;
- b) For violations of the provision foreseen in articles 7, 8, 9 paragraphs 1 and 2, 12, 30 and 31,32 and 33 with a penalty of 200 000 leke.
- c) For non fulfillment of the requirements foreseen in Article 52/1with a penalty of 300 000 Leke.

2. The Consumer Protection Commission:

- a) For violations of the provision foreseen in articles 14, 15, 17 letter "A", 22, 24, 35,36, 36/2, 36/5 37, 38, 39, and 43, 52/5, point 4 and 5 with a penalty of 300 000 Leke.
- b) For violations of the provision foreseen in articles 16, 17 letter "B", 25, 27 paragraph 4, 28 paragraph 1, 29, 37/5, 37/10, 37/11 and 37/13, 40, 41, 45 and 47 with a penalty of 500 000 Leke.
- c) For violation of the provisions stipulated under Articles 39 and 9 (for the cases of unfair trade practices), with a fine 100 000 Leke;
- ç) For non fulfillment of the requirements foreseen in Article 52/1with a penalty of 300 000 Leke.

3. ...

4. For the repeated case the penalties provided in point in this article will be doubled. The repeated case is considered when the offender will made the same infringement within 5 years.

5. When the commission, in assessment of the administrative violations, ascertains damage caused as a result of administrative violation, after the completion of administrative assessment, the commission shall evaluate also the extent of damage and with a specific decision decides for the redress of this damage. The damage's redress and the payment for evaluate this damage shall be in charge of the subject who committed the administrative violation.

6. The fines imposed under this Article are the main punishments.

Article 58

1. The penalty imposed within 2 month from the date on which the infringement is ascertained.
2. The penalty shall be payable within 10 days from the date on which the decision on the imposition of the penalty is delivered to the checked person.
3. The penalty is executive order and is gathered from the Bailiff's office if the subject does not pay it within the time.

Article 59

Complains procedures

1. Against the decision of the Consumer Protection Commission, the offender to whom is take the administrative measure has the right to request re-examination in the court within 30 days:
2. Against the decision of the market surveillance responsible body, the offender to whom is take the administrative measure has the right to complain in according to the Article 24, of the law no. 9779, date 16.7.2007 "On general product safety, essential requirements and conformity assessment for non food products"..

3. The offender to whom is take the administrative measure, according to the cases determined in article 58, point 3, has the right to request re-examination in the institutions which has put the relevant administrative measure.

Article 60

The yield from penalties imposed under this Act shall become part of the revenue of the State budget.

PART X
TRANSITORY AND FINAL PROVISIONS

Article 61

The Council of Ministers is entitled to issue the sub legal acts under provisions of the articles 34, 36, 42, 46, 52 e 56 of this law.

Article 62

The law no. 9135, date 11.09.2003 "On consumer protection" will be repealed.

Article 63
Entering into force

This law enters into force 15 days after its publication in the Official Gazette.

Chairman of the Parliament
Gramoz Ruçi

Article 25
Transitory provisions

1. The Consumer Protection Commission shall be responsible and resolve disputes other than those related to the services of public interest, until establishment of the ADR entity, referred to in article 19 of this law, which adds article 52/6.
2. ADR entities, foreseen in article 19 of this law perform the duties foreseen in this law, 6 (six) months after its entry into force.

Article 26
Entry into force

This law enters into force 15 days after publication in the Official Gazette.

ANNEX I

Information concerning the exercise of the right of withdrawal

A. Model instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 (fourteen) days without giving any reason.

The withdrawal period will expire after 14 (fourteen) days from the day [1]

To exercise the right of withdrawal, you must inform us^[2] of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.^[3]

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

Instructions for completion:

[1.] Insert one of the following texts between inverted commas:

- (a) “of the conclusion of the contract” in the case of a service contract or a contract for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium;
- (b) “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods” in the case of a sales contract;
- (c) “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good” in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;
- (ç) “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece” in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;
- (d) “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good” in the case of a contract for regular delivery of goods.

[2.] Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.

[3.] If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the contract on your website, insert the following: “You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay”.

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

[⁴]

[⁵]

[⁶]

[4.] In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following:
“We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”.

[5.] If the consumer has received goods in connection with the contract:

(a) insert:

- “We will collect the goods”; or
- “You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”

(b) insert:

- “We will bear the cost of returning the goods.”,
- “You will have to bear the direct cost of returning the goods.”,
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to

bear the direct cost of returning the goods, ... EUR [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance:“You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].”; or

- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract:“We will collect the goods at our own expense.’; and

(c) insert “You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.”

[6.] In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following:“If you requested to begin the performance of services or the supply of water/gas/electricity/district heating [delete where inapplicable] during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.”.