

**Draft Unfair Competition Provisions
in the
Draft Afghanistan Consumer Protection Law**

Chapter 2 – Misleading conduct, false information and unfair practices

Clause 5 Misleading conduct

A Trader will not, in connection with the Supply of a Good or Service, engage in any act or omission that is misleading or is likely to mislead. Without limiting the generality of the foregoing, a Trader will not engage in any act or omission that could reasonably mislead the public as to the nature, characteristics, manufacturing or delivery process, suitability for a purpose, quantity, or quality of a Good or Service, or as to the meaning or effect of a term in a Consumer Contract; nor shall a Trader engage in acts of such a nature as to create confusion by any means with the establishment, Goods, Services, or industrial or commercial activities of a competitor.

Clause 6 False or misleading representation

A Trader will not make a false or misleading representation: (a) that a Good is of a particular standard, quantity, brand, quality, style, model or has a previous history or particular previous use; or (b) that a Service is of a particular kind, standard, quality, quantity, or that it is Supplied by a particular person of a particular trade, qualification or skill; or (c) that a particular person has agreed to accept the Supply of the subject Good or Service; or (d) that the subject Good is new or reconditioned or that it was manufactured, produced, processed, or reconditioned at a particular time; or (e) that the subject Good or Service has any sponsorship, approval, characteristics, endorsement, affiliation, or special uses or benefits; or (f) regarding the price or need for any Good or Service; or (g) regarding the existence or meaning of any condition, term, warranty, exclusion or remedy; or (h) regarding the place of origin of the subject Good or Service; or (i) that a Good or Service may be legally Supplied; or (j) that the Good or Service may cure an illness, dysfunction or malformation; or (k) that a Consumer must agree to accept the Supply of a Good or Service in order to be able to perform a certain act or obtain a certain benefit or reward; or (l) that a Good or Service is being offered by a Trader at a discount; or (m) that a Trader is ceasing trade or moving premises; (n) of such a nature as to discredit the establishment, the Goods, the Services, or the industrial or commercial activities of a competitor.