

**LAW  
OF THE RUSSIAN FEDERATION  
NO. 2300-1 OF FEBRUARY 7, 1992  
ON CONSUMER RIGHTS PROTECTION  
(with the Additions and Amendments of June 2, 1993)**

Federal Law No. 2-FZ of January 9, 1996 reworded the Law on Protection of the Consumers' Rights.

See valid wording of the Law

Explanation on certain aspects of the application of this Law was approved by Order of the State Anti-Monopoly Committee of the Russian Federation No. 90 of August 15, 1994

<u>Section I. General Provisions</u>	<u>(Articles 1 - 16)</u>
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<u>of Consumer Rights</u>	

Resolution by the Supreme Soviet of the Russian Federation on Enactment of the Law On Consumer Rights Protection

This Law regulates consumer-producer relations and establishes consumer rights to acquire goods, works and services of a proper quality and which are not dangerous to their lives or their health to receive information about goods, works and services and about their preparation providers and sellers, to receive user education, to receive state and community protection of their interests, and the right of form consumer associations. This Law also sets forth the mechanism to implement these rights.

This Law employs the following basic concepts:

- the Consumer- an individual using, acquiring, ordering or willing to acquire or order goods, works or services for personal everyday needs;
- the Producer- an enterprise, organization, establishment or individual-entrepreneur producing goods for sale;
- the Provider- an enterprise, organization, establishment or individual-entrepreneur carrying out works and providing services;
- the Seller- an enterprise, organization, establishment or individual selling products according to the contracts of sale;
- A Standard- a state standard, hygiene norms and regulations, building norms and regulations, or other documents fixing statutory requirements for the quality of goods, works and services;
- Mandatory Certification- official confirmation that a product meets mandatory standards;
- A Defect- a detached discrepancy deviation in the goods, works and services from mandatory standards, from the terms of contracts, from the routine requirements or a discrepancy in the information about the goods, works and services provided by the producer (provider, seller);
- A Major Defect- a defect which makes it impossible or inadmissible to use goods, works or a service as intended, or which cannot be repaired as far as the given Consumer is concerned; or the repair of which calls for major inputs in terms of labour and time; or which makes goods, works and services different from the goods, works or services contracted for or which recurs after its repair.

**SECTION I. GENERAL PROVISIONS**

### **Article 1.** Consumer Rights Protection Legislation

1. The Russian Federation's consumer rights protection legislation includes this Law and other legislative acts based on this Law.

*Concerning the application of this Law by the courts see [Decision](#) of the Plenary Session of the Supreme Court of the Russian Federation No. 7 of September 29, 1994*

2. The Government of the Russian Federation has the right to regulate consumer rights protection only in the cases envisaged by legislation of the Russian Federation. The Government of the Russian Federation does not have the right to commission ministries or other departments to pass normative acts concerning consumer rights protection.

3. Under the legislation of the Russian Federation's republics, which regulates consumer rights protection consumer rights cannot be restricted nor can the guarantees for their protection be reduced under this Law.

### **Article 2.** Consumer Rights Legislation of One Republic on the Territory of Another Republic of the Russian Federation

1. The consumer rights legislation of one republic of the Russian Federation shall be employed by another such republic on its territory according to the following rules:

- the law of the place where the dispute shall be examined, or if the consumer prefers, the law of the place where the damage was caused, shall apply to relationships arising from damage caused to consumers or to relationships arising due to the exercise of consumers rights to safety and health;

- the law of the place of acquisition of the goods, works or services shall apply to relationship based on other statutory consumer rights unless otherwise stipulated for by the consumer-seller (provider) agreement.

2. Should an inter-republican agreement provide different rules for the employment of the legislation of one republic of the Russian Federation on the territory of another republic of the Russian Federation the said agreement shall prevail.

### **Article 3.** International Treaties

Should an international treaty to which the Russian Federation is a party establish a different consumer rights protection procedure, the said treaty shall be complied with.

### **Article 4.** Quality of Goods, Works and Services

[Sellers \(producers, providers\)](#) shall market goods (shall transfer the results of completed work, shall render services) to the [consumer](#) in conformity with the obligatory requirements concerning quality [standards](#), the terms of the contracts, routine requirements, and in conformity with the information about the goods (works, services) provided by the sellers (producers, providers).

*Concerning the meaning of the term 'compliance of the quality of products (works, services) to the generally made requirements' see [Order](#) of the State Anti-Monopoly Committee of the Russian Federation No. 90 of August 15, 1994*

[Producers \(providers\)](#) are obliged to secure the possibility of using the product (the results of completed work) according its purpose for the period of their service fixed independently or by an agreement with the consumer, or for ten years if the product's service life has not been specified.

[Producers](#) are obliged to for a product's repair and maintenance as long as it remains on their production programme, or once it has been removed from production, for the period indicated in part 2 of this Article.

### **Article 5.** Consumer Safety

1. Consumers shall be entitled to products which in routine applications, storage or transport are safe for their life and health, property, and the environment. Amongst the [standards](#) mandatory

requirements shall be established with regard to consumer life, health and property safety, and environmental safety. For individual good (service) groups, these requirements shall be established by the legislation of the Russian Federation.

Should there be no standards, including no mandatory requirements regarding the goods (works, services) the use of which may inflict damage on the life, health of consumers, natural environment, and also on the property of the consumers, such standards shall be formulated by the corresponding bodies of state management and introduced without delay. The marketing of the goods (works, services) by the producer (provider, seller) may be suspended.

*Concerning the procedure for application of Items 2 and 3 of Article 5 of this Law see [Order of the State Anti-Monopoly Committee of the Russian Federation No. 90 of August 15, 1994](#)*

**2.** The service life or period of fitness shall be fixed for products (the results of completed work) the use of which after the expiry of the given period will present a danger to the life, health and property of the consumer or shall present a danger to the environment.

Consumers shall be warned about a product's service life, actions to be taken on its expiration, and the likely consequences should the warning be ignored.

**3.** Producers (providers) are obliged to ensure the products' safety for the duration of their service life, or ten years if the service life has not been determined.

Consumer damages resulting from a failure to comply with the above requirement shall be compensated for as indicated in [Article 12](#) of this Law.

**4.** In the event that a product's safe use, storage, transport or utilization requires the observance of special rules, the producer (provider) is obliged to shall formulate these rules and the seller (provider) shall communicate them to clients.

*According to [Order of the State Anti-Monopoly Committee of the Russian Federation No. 90 of August 15, 1994](#) the ban imposed on sale of goods without a certificate, established by Item 5 of Article 5 of this Law shall not be spread to sale of goods in the sphere of commercial turnover*

**5.** Goods and services legally stated to be potential consumer or environmental hazards and products intended to promote consumer safety and health shall be subject to mandatory certification.

The marketing of goods (including, imports), works and services without such certificate which could confirm the conformity of the said goods (works, services) with the requirements of [Item 1](#) of this Article shall be banned. Import clearance to the Russian Federation shall be granted on the presentation of the relevant certificates to the customs service, issued or recognized by the authorized bodies.

[Paragraph 2, Article 41](#) of this Law defines the liability for the violation of safety requirements under this paragraph and for the unlawful issue of safety certificates.

**6.** Should it be established that products are, or are likely to be consumer or environmental hazards despite the observance of the rules for their use, storage or transport rules, producers (providers, sellers) shall immediately suspend their manufacture or marketing until the cause of the trouble has been removed. Such products may be withdrawn from trade or recalled from users.

If it is impossible to remove the cause of the trouble, the production of such products shall be discontinued. Should producers (providers) fail to do this, state consumer safety authorities shall stop production, withdraw products from trade or recall them.

Producers (providers) shall fully compensate consumers for a product's recall.

#### **Article 6.** The Consumers Right to Information

Consumers may demand that sellers (producers, providers) provide the necessary authentic information about their businesses, about the goods (works and services) they are marketing and about their operating plans.

The said information shall be presented to consumers in a clear accessible manner in the process of the conclusion of contracts concerning the sale of goods (the performance of work the

rendering of services) by the means accepted in that particular sphere of service.

#### **Article 7. Information About Producers (Providers, Sellers)**

1. **Producers** shall make their corporate names and whereabouts known to consumers. This information shall either be contained in brand names or communicated in any other statutory way.

2. Traders, public caterers and other service providers are obliged to have signboards stating their specialization, form of organization, company name, if it has one its operating plan, and corporate address (owners' location).

Traders, public caterers and other service providers shall inform consumers of the rules they employ to market goods (execute work and render services).

3. The rules established in Paragraph 2 shall apply to trade and to other public caterers and service providers working from temporary premises, fairgrounds, stalls and also working outside the permanent premises.

#### **Article 8. Information About the Goods (Works, Services)**

1. **Producers (providers, sellers)** provide the necessary authentic veritable information about their goods (works, services) to make competent consumer choice possible. The list and techniques of communicating information relating to specific product groups shall be determined by the Russian Federation or by its constituent republics.

2. Information about goods (works, services) is required to include:

- the name of the **standards** which formulate the mandatory requirements the goods (works, services) should comply with;

- the list of basic consumer proerties used in the goods (works, services), and for foodstuffs, the composition, including the list of things used during their preparation taken from other foodsrufts and other food additives; weight and volume; calorie value; content of harmful substances, compared with the mandatory standards; and contra indication about their use with types of disease;

- price and terms and conditions of acquiting the goods (works, services);

- producer (provider) guarantees;

- rules and terms and conditions for the effective and safe use;

- service life, consumer action on its expiration, and possible consequences of failure to comply with the recommendations;

- addresses of producers (providers, sellers) and of the enterprises authorized to accept complaints and to repair products.

For goods (works, services) subject to mandatory certification, consumers must be informed about the details of their certification.

For goods ( works, services) presenting a danger to the life or health of consumers, consumers must be told about the types of and the possible consequences of their enfluential actions.

For perishable goods (foodstuffs, perfumery, toiletry, pharmaceuticals, household chemicals, etc.), consumers shall be informed about their dates of expiry.

For works (services), consumers shall know the terms and conditions of their provision.

3. Information under Paragraph 2 shall be communicated by means of technical documentation accompanying products, (the results of work, services) on labels, also by markings, by an indication of the date-ofmanufacture, or by any other means used for certain goods (works, services) or a sectoral procedure. Packages shall carry the same information as products. Foodstuffs packaged in the Russian Federation shall state the place of origin.

4. Self-employed entrepreneurs must provide information about the name and registration of their businesses, about the registration authorities, mandatory sectoral **standards**, and about the goods' (works, services) **certification**.

#### **Article 9. Sellers (Providers) Operating Plans**

Consumers may demand that sellers (providers) comply with the stated operating plans.

Local governments shall fix operational plans for state and municipal traders and public caterers and providers of services.

Operating plans for businesses outside the state sector shall be determined by their owners.

Officials in the state and municipal sectors violating the operating plans shall be liable under the legislation of the Russian Federation or under that of the republics constituting the Russian Federation.

#### **Article 10.** Liability for Misleading Information

1. Should misleading or incomplete information about good (work, service) or their producers (providers, sellers) result in:

- the acquisition of a good (work, service) which does not possess the necessary user properties, the consumer has the right to rescind the contract and claim compensation for the losses caused to him;

- the impossibility of using a good (work, service) for its purpose, the consumer has the right to demand that they be given an explanation in a reasonably short time. If the explanation is not forthcoming as stipulated, the consumer has the right to rescind the contract and claim compensation for the losses caused to him;

- damage to consumers' lives, health or property, the consumer has the right to make a claim that the sellers (producers, providers) are liable under [Article 12](#) of this Law and claim compensation for their damaged environmental property which is in the possession of the consumer due to his right of ownership to it or that they are liable due to other grounds established by statute or by the contract.

2. In the event of systematic violations of [Articles 7,8](#) or [9](#) of this Law, by order of the State Committee For Anti-Monopoly Policy and for the support of the New Economic Structures or of its territorial bodies producers (providers, sellers) may be liquidated in the order provided for by the laws dictated by law.

3. When examining claims for damages resulting from misleading or incomplete good (work, service) information, consumers shall be presumed not to have specialist knowledge of the goods' (work, service) properties or characteristics.

#### **Article 11.** The Liability of [Sellers \(Producers, Providers\)](#)

1. For the violation of consumers' rights, sellers (producers, providers) shall be liable under this Law. Federal or republican legislation or the consumer-seller ( provider) contract may stipulate for the sellers' (providers') liability for violations of the contract which are not punishable by this Law, or may provide for a greater level of liability than is established by this Law.

2. Consumer damages resulting from a good's (work, service) defects shall be compensated for besides paying the forfeit stipulated for by this Law.

3. The payment of the forfeit and of compensation for damages shall not free sellers (producers, providers) from their liability to consumers under this Law.

4. Sellers (producers, providers) shall not be liable for their failure to fulfil their duty or for the improper discharge of their duty under this Law should they prove that their conduct was due to force majeure or due to other grounds envisaged by this Law.

5. Sellers (producers, providers) shall voluntarily satisfy consumers' claims under this Law and under other laws and contracts.

6. When satisfying individual consumers' or consumer associations' claims under this Law, a court may order offenders to pay a fine, into the local budget equal in value to the claim, for the failure to voluntarily meet consumers' claims.

#### **Article 12.** Property Liability for Damage Caused by [Defective Goods \(Works, Services\)](#)

1. Damage to the consumer's life, health or property resulting from a product's (works, services) constructive, manufactured, formulaic or any other defect shall be compensated in full, unless federal or republican legislation provides for more severe punishment.

2. The right to claim damages due to defective goods is had by all affected consumers irrespective of whether they had contractual relations with producers (sellers) or not. Damage done to the consumer's life, health or property shall be compensated for within the duration product's service (fitness) life, or in absence of such, within ten years of the product's (accepted works, services) manufacture.

3. Damage resulting from defects revealed during a product's warranty duration, or during its service life or in absence of such, during the period indicated in [Paragraph 1, Article 18](#) and [Paragraph 2 of Article 30](#) of this Law, or otherwise in a longer contractual period, shall be compensated for by the seller (producer).

Damage due to product defects which appear after the expiry of the warranty period shall be compensated for by the producers.

Damage due to flawed works (services) shall be compensated for by their providers.

4. Producers (providers) shall be liable for damage caused to the consumer's life, health or property, resulting from the use of materials, equipment, apparatus or instruments, or resulting from other means essential for the production of products (the completion of works the rendering of services irrespective of whether or not the said production factors' hazardous properties could have been detected with the help of the contemporary expertise in science and technology.

5. Producers (providers, sellers) shall not be held liable should they prove that the damage was due to force majeure or the consumer's failure to comply with the instructions for a product's use or storage.

#### **Article 13. Compensation for Moral Damage**

Moral damage suffered by consumers as a consequence of producers (providers, sellers) violating the statutory consumer rights protection shall be compensated for by the culprit. Damages shall be determined by a court unless otherwise stipulated for by law.

#### **Article 14. Invalidity of the Terms and Conditions of Contracts Which Infringe Consumer Rights**

1. The terms and conditions of contract violating statutory consumer rights shall be invalid.

Should, as a result of the use of such terms and conditions a contract, losses are caused to consumers, they shall be fully compensated for by producers (providers, sellers).

2. The acquisition of a good may not be made conditional on the purchase of another good. Damages due to a violation of the consumer right to have a free choice of goods and services shall be fully compensated for by the producers (providers, sellers).

3. Sellers (producers, providers) may not impose additional services on consumers which are granted with the intention of being paid for them. Consumers have demand the right to refund for additional services rendered without their consent.

#### **Article 15. Consumer Privileges and Advantages**

Consumers may claim the privileges and advantages granted to them should they be stipulated for by federal and republican legislation.

#### **Article 16. Legal Protection of Consumer Rights**

Statutory consumer rights shall be protected by the courts.

Actions shall be brought at the place of the consumer's residence, or of the defendant's location, or at the place where the harm was caused.

Consumers are not required to the state pay duty for actions concerning the violation of their rights.

### **SECTION II. CONSUMER RIGHTS PROTECTION AND COMMODITY TRADE**

#### **Article 17. Consequences of Marketing [Defective Goods](#)**

1. A consumer who has bought flawed goods, unless the defects have been indicated by the seller, may claim:

- a) free repair of the defects or compensation for the repairs to be done by the buyer or by a third party;
- b) a discount;
- c) exchange for another good of the same brand or model;
- d) exchange for another brand or model, and payment of the difference;
- e) rescind the contract and damages for the losses;

On goods sold by commission shops, compliance with Subparagraphs "a" and "b" of Paragraph 1 shall be subject to the seller's consent.

**2.** Claims under Paragraph 1 shall be presented either at the place of purchase or at the place of the buyer's domicile, as the consumer decides.

At the buyer's domicile, the aforesaid claims shall be satisfied either by the seller's outlet or agent.

The seller and producer shall inform the consumer about facilities (producer representatives) authorized to satisfy demands under Paragraphs 1 and 3 at the client's place of residence. For failure to provide this information, the seller and producer shall be liable under [Article 10](#) of this Law.

The producer shall fully compensate the claims-settling trader (not the initial seller of defective goods) for the satisfaction of the consumer's claims under this article. Also, the producer shall pay the aforementioned trader a 10 per cent charge on the latter's expenses.

Producer-seller relations under this article shall be regulated by the law.

**3.** Consumers have the right to claim free repairs, or compensation for repair bills, or the exchange of the purchased, item from the producers or from their agents or from other representatives.

Consumers have the right to return faulty articles and have their money returned.

**4.** Should the consumer buy defective foodstuffs, the seller shall replace them by quality goods or refund the client his money if the defects have been established before their date of expiry.

**5.** The consumer's claim shall be examined on the presentation of the cashier's receipt, the consumers claim shall be examined on the presentation of the document, as far as products with fixed warranties are concerned.

At the consumer's request, the seller shall produce a receipt or an other document to certify the fact that the of the purchase was made.

Should the consumer lose the technical passport or its substitute, these can be restored in the order envisaged by the Civil Procedure Code of the Russian Federation.

Sellers, or producers, or their representatives shall accept defective articles from customers and satisfy their claims unless they prove that the defects arose due to users violation of the goods' use or storage instructions, a third parties' action, or force majeure. Consumers may participate in inspecting the quality of the returned article.

**6.** The recall of large-size articles and of those weighing over five kilograms for repairs, discounts, replacement, and their return, shall be at the expense of the sellers, producers or their representatives. Should this provision not be honoured, or in the absence of the seller, or producer or their representatives at the buyers' domicile, consumers may return the purchase at their expense, in which case the seller, producers or their representatives are obliged to compensate the consumer for the expenses incurred as a result of the delivery and return of the goods.

#### **Article 18.** Deadlines for [Defective Goods](#) Claims

**1.** The consumer may present claims under [Article 17](#) of this Law, should defects be discovered within the producer warranty.

For goods with no attached warranty, the consumer may present claims to the producer within six months after the defects are established, or, as far as real estate is concerned, within two years after its transfer to the consumer, that is if longer deadlines are not established by the Law or by the contract.

**2.** For goods which can eventually lose their user properties or become hazards to the

consumer's life, health, or property, or to the environment (foodstuffs, perfumery, toiletry, pharmaceuticals, household chemicals, etc.), the service life shall be determined.

Goods which have gauged their expiry date. For such merchandise, consumer claims under [Article 17](#) shall be satisfied if the defects are found before their date of expiry.

**3.** Deadlines under Paragraph 1 of this article and the duration of service lives shall be calculated starting from the day of the purchase. Should it prove impossible to establish the date of the purchase, deadlines shall be counted from the day of the products' manufacture.

For seasonal goods (footwear, clothes, etc.), deadlines shall be calculated starting from the beginning of the corresponding season, its start is to be fixed by the Government of the Russian Federation and by the Soviet of Ministers of the Republics comprising the Russian Federation proceeding from the climate of the consumer's domicile.

For commerce by sample and by mail, and should the conclusion of sale purchase contract not coincide with the delivery, of the goods deadlines shall be counted from the date of the product's delivery or installation (connection or assembly). Should it prove impossible to establish a product's delivery, installation or transfer date, or should it reach the consumer before its formally been purchased, deadlines shall be counted from the date of the formal purchase.

The service life shall be calculated starting from the date of a product' s manufacture. The service life shall be gauged either by the time period within which a product remains fit for consumption or the date until which it can be used.

**4.** Warranties can apply to independent, separate complete goods and to constituent parts of the basic product, and shall be counted like warranties of basic products.

**5.** Deadlines under this article shall be brought to the consumer's attention along with other information about the prospective purchase as required by [Article 8](#) of this Law.

**6.** The consumer may demand that the producer repair defects free of charge upon the warranty's expiry. This demand may be presented within the product's service life, or in its absence, within ten years after its purchase, should the product reveal major producer defects. Should this demand not be satisfied as required by [Article 19](#) of this Law, the consumer may present other claims to the producer under [Article 17](#).

**7.** The consumer shall present claims under [Article 17](#) to the sellers (producer or their representatives) not later than ten days after the deadlines set forth in this article.

#### **Article 19.** The Repair of [Defects](#)

A product's defects shall be repaired by the producers or their representatives within ten days, or by the sellers or their representatives within twenty days upon the presentation of the consumer's claims.

For durables, the sellers (producer or their representatives) shall upon the presentation of the consumer's claims immediately provide the latter with a similar product for the repair period and deliver at at the sellers' expense. The list of durables to which this does not apply shall be determined by the Russian Federation.

*See the [List of durables which do not include those to be replaced with similar goods for the period of repairs immediately upon the consumer's request \(approved by Decision of the Council of Ministers of the R.F. No. 995 of October 8, 1993\)](#)*

Should the defects be repaired, the warranty of the product shall be extended by the time it was out of use, to be calculated starting from the date of presentation of the consumer's claims.

Should the defects be removed by replacing the complete product or component parts of it which have their own warranties, the new parts' warranties shall be calculated starting from the date on which the consumer has recovered the product after repairs.

#### **Article 20.** The Replacement of [Defective Goods](#)

Should the consumer discover defects in a product, the sellers (producers or their representatives) shall replace the faulty article immediately or within twenty days, upon the presentation of the consumer's claims, if additional official quality tests are required.



Should the sellers (producers or their representatives) not have a replacement upon the presentation of the consumer's claims, they shall replace the defective article within a month's time. At the consumer's request, the sellers (producers or their representatives) shall provide the former with a similar durable at their expense until its replacement. This shall not apply to the goods indicated in the second part of [Article 19](#) of this Law.

In the Far North and other areas dependent on seasonal deliveries, the replacement demand shall be satisfied as soon as the required article can be delivered.

The warranty on the replacement shall be calculated starting from the date of its transfer to the consumer.

#### **Article 21.** Liability for the Delay in Satisfying Consumer Claims

For every day of default under [Articles 19](#) and [20](#) of this Law, and for every day of the delay in meeting the consumer's demand for an analogous article (replacement) for the time of repairs, the sellers (producers or their representatives) shall pay the consumer a fine equalling one per cent of the purchase price as envisaged by [Paragraph 5 of Article 11](#) of this Law. Should the consumer's claims not be met in the time indicated by [Articles 19](#) and [20](#), the consumer may present other claims envisaged by [Article 17](#) of this Law.

#### **Article 22.** Settlements With the Buyers of [Defective Goods](#)

Should a defective article be changed for a quality product of the same make (model), its price shall not be recalculated.

In the event of the rescission of a contract, settlements can be made with buyers with regard to refunds should an article's price rise, the consumer shall be compensated proceeding from the good's price at the time of the claims' presentation, and should the price go down, compensation shall be based on the article's price at the time of the purchase.

Upon the replacement of a defective good's with another model, should the article's price have risen, the purchase shall be revalued on the basis of the price which stood at the time of the replacement.

Upon the basis of a hire-purchase contract, should the contract be rescinded, the client shall receive the money paid up until the moment the goods were returned and shall also be compensated for the payments made for the allocation of the goods.

#### **Article 23.** The Consumers Right to Replacement of the Appropriate Quality

**1.** The consumer may exchange a good other than foodstuff for an analogous quality article at the seller's, should the good not suit the buyer in form, size, style or colour, or for any other reason can not be used for its purpose.

The consumer may exchange the purchase for a substitute quality article in the course of 14 days, not counting the day of the purchase.

The purchase shall be exchanged should it retain its due shape, user properties, seals and labels and should the cashier's receipt be preserved.

The list of goods not subject to exchange for the reasons indicated in this article shall be endorsed by the Russian Federation and its constituent republics.

*The said List was approved by [Decision](#) of the Council of Ministers of the R.F. No. 995 of October 8, 1993*

**2.** Should the seller have no available replacement when the consumer applies to him, the consumer has the right to choose either to rescind the contract and obtain a refund or to exchange the goods as soon as the good is in stock. In the latter case seller is obliged to inform the consumer of the arrival of the replacement.

#### **Article 24.** The Form of Order of Paying for Acquired Goods

The form of payment (cash or credit accounts) shall be determined by an agreement between the consumer and the seller.

Hire-purchase plans shall be realized in conformity with general procedures established by the legislation of the Russian Federation.

*The Rules for the Sale of Goods of Long-Term Use to Private Citizens on Credit were endorsed by the [Decision](#) of the Council of Ministers No. 895 of September 9, 1993*

In the event of hire-purchase, the consumer's ownership right to the property shall arise upon the receipt of a good, unless otherwise stipulated by the contract.

#### **Article 25.** Specific Sale-Purchase Contract Regulations

The regulations about commodity-oriented sale contracts and those of commodity group marketing shall be endorsed by the government of the Russian Federation.

*See the [List of Rules](#) of Sale of Certain Types of Goods which were approved by the Government of the Russian Federation*

### **SECTION III. CONSUMER RIGHTS PROTECTION WHEN CARRYING OUT WORK AND RENDERING SERVICES**

#### **Article 26.** The Duty of the Provider to Conclude Contract Services

Leading sectoral providers are obliged to sign contracts with consumers for the carrying out of work and the rendering of services, unless they prove that these are outside the framework of his activity or of his production abilities. Providers are obliged to organize their performance so as to cater for users efficiently on a non-stop basis. Providers shall compensate consumers for ungrounded refusals to negotiate service or work contracts.

#### **Article 27.** Everyday and Other Consumer Service Regulations

Everyday and other consumer service sectoral regulations shall be endorsed by the Russian Federation.

*See [List](#) of Rules and Regulations of Certain Types of Services approved by the Government of the Russian Federation*

#### **Article 28.** Provider Deadlines

**1.** Providers are obliged to comply with the deadlines set for different categories of services by regulations or by contracts. Contracts may set deadlines should they be absent in regulations, or may stipulate for earlier delivery.

**2.** The time required to deliver a service may be calculated by the date of its completion or its start. Should a service be delivered on a part-by-part basis (the delivery of periodicals delivery or maintenance services) over the contractual period, the contract shall stipulate for particular periods during which a part of the service shall be effected.

#### **Article 29.** The Consequences of the Violation of Provider Deadlines

**1.** Should the provider fail to begin the delivery of a service on time, or should it be evident by the progress of the delivery of the service that the service will not be completed in time, or in the event of the expiry of the time limit for the carrying out of work delivery of a service, the consumer may choose to:

- give the provider a new deadline to start or complete the service;
- employ another person to complete the job at the expense of the initial provider;
- demand the reduction of the providers' remuneration;
- rescind the contract and claim damages for the losses incurred.

**2.** New deadlines shall be recorded in the contract.

Should the new deadlines prove to be over a month overdue, the consumer may present other claims under Paragraph 1.

**3.** Upon the rescission of the contract, should the provider fail to begin the delivery of a service on time, or its progress proves too slow for timely completion, the provider may not claim for remuneration for the inputs made or for payment for the discharged part of the service.

The relevant payment specifics in such cases may be established by sectoral service regulations.

**4.** Should the start and completion times and the consumer-appointed new deadlines be violated, the provider shall pay the consumer a fine for every day (or for every hour if the deadlines were determined in hours) equalling three per cent of a service's value, or if the service value is not determined by the contract the provider shall pay for the general cost of the order right up to the beginning of the delivery or the presentation of the consumer's other claims under Paragraph 1 of this article.

Fines may not exceed the value of the service or the general cost of the order if the contract does not specify the service's value.

**5.** The consumer's claims under [Paragraph 1](#) shall not be satisfied should the provider prove that the delay was due to force majeure or to the consumer's fault.

### **Article 30.** The Consumers Rights in the Event of the Discovery of [Defective Services](#)

**1.** On discovering a defective service, the consumer may choose to claim:

- the free repair of the defects;
- a corresponding reduction in the providers' remuneration;
- the free production of an analogous article of the same quality, or the repeated service (laundry, dry cleaners, etc.), or compensation for the expenses incurred for the repairs undertaken by the consumer or a third party.

The consumer may rescind the contract and demand compensation should the provider fail to remove the defects as pledged. The consumer also may rescind the contract should [major defects](#) in, or major deviations from the terms and conditions of the contract be established.

**2.** Should defects be found, claims under [Paragraph 1](#) may be presented during the acceptance or delivery of a service, or during the warranty, or in its absence, in the course of six months after the acceptance of a service. Claims relative to defects in buildings or other real estate not detected during their acceptance from builders, etc., may be presented upon the detection of the defect during the duration of the warranty, or in its absence, in the course of two years after the date of the transfer.

**3.** The consumer has the right to demand the free repair of the defects upon the warranty's expiration. Such a claim may be presented should major provider-committed defects be established during the statutory life span of a service, or in its absence, in the course of ten years after the date of acceptance. Should this claim not be met as indicated in [Article 31](#), the consumer may claim:

- reduced provider fee;
- compensation for the repairs perpetrated by the consumer or a third party;
- dissolution of the contract and indemnity.

**4.** Claims under [Paragraph 1](#) shall be presented not later than ten days after the warranty's expiry or as prescribed by [Paragraphs 2](#) and [3](#).

### **Article 31.** Deadlines of for the Repair of Service [Defects](#)

Defects revealed during the delivery of a service shall be eliminated within a reasonable time to be fixed by the consumer.

Defects shall be removed within twenty days unless the acceptance contract (agreement between the sides) or sectoral services regulations provide for a shorter period.

The consumer-fixed coordinated repair deadline shall be recorded in the contract or other document.

For violations of the deadlines under this article, the provider shall pay a fine as indicated by the sectoral service regulations or by the contract.

**Article 32.** The Consumers' Right to Rescind Service Contracts

The consumer may rescind the contract at any time upon paying the provider the fee for the work done and compensating for the provider's direct losses resulting from the rescission of the contract.

**Article 33.** Cost Estimates of Service Contracts

The services envisaged by the contract may be backed up by cost estimates, rough or finalized.

The provider does not have the right to demand payment or additional expenditures above the finalized cost estimates unless the consumer has agreed to the said extras and commissioned the provider with the corresponding operations.

Should it become necessary to exceed the rough cost estimates, the provider shall immediately inform the client about this. In which case the consumer has the right to drop the contract and pay the provider for the work done under the initial cost estimates. Should the provider fail to inform the consumer that the cost estimates have been exceeded, the provider is obliged to deliver the service without demanding additional expenditures.

**Article 34.** The Carrying Out of Work with the Material of the Provider

Providers are obliged to fulfil the work determined by the contract, using their own materials and facilities unless the clients specify that they want their own materials to be used.

Providers shall be liable for the quality of their materials.

Clients shall pay for provider materials in full or as required by the sectoral service regulations or by the contract, with the final settlement the consumer receives the completed work from the provider to be effected on the date, unless otherwise stipulated for by the contract.

The provider may supply materials on credit, should the sectoral services regulations or the contract favour such arrangements. Eventual changes in the prices of the materials supplied on credit shall not lead to their revaluation.

Providers shall bring their materials, machinery, etc. to the site of operations.

**Article 35.** The Carrying Out of Work with the Materials of the Client

Should a service involve the full or partial use of the clients' materials, the provider shall be liable for the said materials' proper storage and use.

Providers are obliged to:

- warn clients of their materials being unfit for use or of being substandard;
- account for materials' consumption and return the remainder.

Providers shall be liable for the loss or damage to the clients' materials.

Should client materials be fully or partially lost (damaged), providers are obliged to, within a period of which compensate the client for in three days' time substitute materials of an analogous quality, or (in the absence, double the price of the lost (damaged) property and also for the clients' expenses involved. Should the clients materials be fully or partially lost (damaged), providers are obliged to, according to the clients' desire, immediately resume the contract and produce an article of an analogous material as soon as possible.

Providers shall not be liable for the full or partial loss (damage) of the clients materials should they have warned the clients about their materials' specific properties which could have lead to the said assets' loss or damage. The provider lack of knowledge of the materials' specific properties does not mean the shall not be liable.

The value of the materials transferred to the providers shall be recorded by the clients in the contract or in an other document (receipt, order form, etc.) confirming the conclusion of the contract.

**Article 36.** The Duty of the Provider to Inform Consumers About Quality Conditions Threatening the Fitness and the Durability of the Work Being Carried Out

Providers are obliged to in due time warn consumers that compliance with his instructions and

with other client requirements can endanger the fitness and durability of the work being carried out in a proportionate time.

Should clients not change unfit materials for use or which are substandard or instructions or other requirements endangering the fitness and durability of the work being carried out despite providers' timely and grounded warnings, providers have the right to rescind the contract and recover his losses.

**Article 37.** The Form and Procedure of Paying for Work Being Carried Out (the Rendering of Service)

The form of payment (cash or credit) shall be determined by the agreement between the consumers and the providers.

Consumers are obliged to pay providers on the acceptance of their services in full, unless otherwise stipulated for by the legislation of the Russian Federation or by that of its constituent republics or by the contract.

The delivery of services and the providers' allotment of materials on credit shall be realized in the order established by the sectoral service regulations.

On credit when carrying out work, the consumer's ownership right shall arise from the moment of the acceptance of a service.

**Article 38.** The Regulation of Separate Forms of Services

Violations of contractual terms and conditions about the rendering of services, according to its character do not fall under this Section and shall be regulated by the legislation of the Russian Federation or by that of its constituent republics.

#### **SECTION IV. STATE AND COMMUNITY PROTECTION OF CONSUMER RIGHTS**

**Article 39.** The State Committee for Anti-Monopoly Policy and For the Support of the New Economic Structures

**1.** To protect consumer rights, the State Committee for Anti-Monopoly Policy and for the Support of the New Economic Structures (hereinafter referred to as SCAMPNES-Russia) and its territorial branches shall:

- act as the state control to ensure the Russian Federation consumer rights legislation is observed;
- curb monopoly practices and unfair competition;

*On procedure for issue of orders by State Committee for Antimonopoly Policy of Russia on the violation of legislation on the protection of consumer's rights see [Order of the State Committee for Antimonopoly Policy of Russia No. 185 of August 24, 1992 \(with additions and amendments of June 4, 1993\)](#)*

- demand that producers (providers, sellers) discontinue consumer rights violations;
- sue producers (providers, sellers) in the courts or in arbitration courts for consumer rights breaches.

**2.** SCAMPNES-Russia has the right to conclude contracts with producers (providers, sellers) to encourage them to observe business rules and practices in the interest of the consumer.

SCAMPNES-Russia shall give an official [explanation](#) concerning questions about the use of the legislation of the Russian Federation for the protection of consumer rights.

*Concerning the power of the territorial departments of the SCAP of the Russian Federation in the sphere of consumer right protection see also [Order of the State Committee of the Russian Federation for the Antimonopoly Policy and the Support of New Economic Structures No. 146 of November 13, 1995](#)*

**Article 40.** The Authority of the State Consumer Safety Inspection Body

1. To promote consumer safety, the State Committee of the Russian Federation for Standardization, Metrology and Certification under the President of the Russian Federation (hereinafter referred to as Gosstandard-Russia), the State Committee for Sanitation and Epidemic Control of the Russian Federation, the Ministry of Ecology and Natural Resources of the Russian Federation, and other federal agencies responsible for consumer safety shall:

- formulate good (works, service) safety rules and see that they are honoured;
- demand that violations of safety regulations be discontinued, the output of defective products be stopped, and that flawed products recalled from consumers who should be duly informed about such goods;
- sue producers (providers, sellers) for violations of consumer safety rules.

2. Gosstandard-Russia shall coordinate the activities of the state agencies responsible for consumer safety.

3. Gosstandard-Russia shall be the national body responsible for certifying of consumer goods, works and services. Gosstandard-Russia shall:

- determine certification procedures;

*On procedure for holding certification see [Decision](#) of the State Standardization Committee of the R.F. and the State Committee for Sanitary Epidemics Supervision of the R.F. No. 2 of January 5, 1993 and [Decision](#) of the State Committee for Standards of the R.F. No. 3 of February 16, 1994*

- indicate goods and services subject to mandatory certification;
- authorize sectoral certification agencies and laboratories and delegate its authorization powers to other legal entities;
- control over authenticity of holding certification of goods(works, services);

*The [Order](#) of the State Committee for Standards, Patens and Measures of the R.F. No. 239 of December 30, 1993 endorsed the [Procedure](#) for carryour state control and supervision by the State Committee for Standards Patens and Measures of the R.F. over observance of obligatory requirements for state standards, rules of obligatory certification and over certified products (works, services)*

- maintain the state register of certified products and authorized certification agencies and laboratories;
- consider foreign or international certificates;
- represent the Russian Federation in relationships with other countries and with international organizations concerning questions of the certification of goods (works, services).

**Article 41.** Sanctions Imposed by SCAMPNES-Russia GOSSTANDARD-Russia and Other Bodies of State Management which Excise the Control over the Safety Rules of Markerting Coods (Works , Services)

1. SCAMPNES-Russia may impose a fine of up to Rbs 1,000,000 on producers (providers, sellers) for the failure to comply, or the failure to comply in time, with its demand that violations of consumer rights be stopped.

*On the procedure for imposing fines on transacting units for evading the fulfillment or for the untimely fulfillment of instructions issued by the SCAP of Russia on cessation of infringement of consumers' rights see the [Order](#) of the State Committee for Anti-monopoly Policy of Russia No. 51 of April 23, 1993*

*On the procedure for entering the fines see [Letter](#) of the State Tax Service of the Russian Federation No. NP-6-02/108 of February 20, 1996*

2. Gosstandard-Russia and other state agencies responsible for consumer goods and

services safety may resort to fines, should:

- producers (providers, sellers) fail to comply, or fail to comply in time, with their instructions -- up to Rbs 1,000,000;
- damage caused to consumers due to unsafe goods or services -- up to Rbs 1,000,000;
- certification agencies or laboratories violate the rules of certification shall pay double certification cost; or producers (providers, sellers) who market improperly certified products shall pay the full value of the said products.

**3.** SCAMPNES-Russia, Gosstandard-Russia and other safety inspectors may impose a fine of up to three monthly wages on the managers of producer enterprises and on the bodies of certification (providers, sellers) and on certifiers liable under [Paragraphs 1 and 2](#).

**4.** Producers (providers, sellers) may appeal to a court or to an arbitration court about the instructions or fines by SCAMPNES-Russia, Gosstandard-Russia and other agencies concerned to either repeal or alter the decision to impose a fine or instructions.

Lodging an appeal shall not suspend the instructions or fines for the period of court action, unless a court rules to suspend the aforesaid acts.

#### **Article 42.** Bodies of Local Government for the Defence of Consumer Rights

**1.** Local governments shall have organizations to protect consumer rights.

**2.** These organizations shall:

- consider consumer complaints and engage in consumer rights protection consulting;
- examine producer-consumer contracts to prevent consumer rights being infringed;
- collect information on damage inflicted by the dangerous goods (works, services) to the life, health or property of consumers for Gosstandard-Russia.
- report [defective](#) goods (works, services) and dangerous goods (works, services) to Gosstandard-Russia, SCAMPNES-Russia and other safety inspectors;
- sue unfair producers, etc on their initiative or on the request of a consumer (group of consumers) or in the interests of a consumers at large.

#### **Article 43.** The Rights of the Consumer Associations in the Russian Federation

**1.** Citizens may form consumer associations to operate as indicated by federal or republican law.

**2.** Consumer associations may:

- participate in formulating goods and services safety requirements and relevant [standards](#);
- organize independent quality and safety assessments of goods (works, services);
- see that sellers and providers observe consumer rights;
- introduce to the bodies of state management, to the enterprises, organizations and departments the proposals on measures for higher quality of goods (works, services) and stopping the producing, removing from turnover the goods (works, services), which bear potential danger to the life, health, property of consumers and to the natural environment;
- monitor, along with state inspectors, regulated state prices;
- submit evidence to substantiate a possible court action against the producers and sellers of low-quality and unsafe goods and services;
- bring suits in defence of the rights of consumers who are not members of public consumer organizations in if the rights, envisaged by the law on consumers rights protection of the Russian Federation and constituent republics of the Russian Federation have been breached.

#### **Article 44.** Consumer Rights Protection by Consumer Associations

Consumer associations may appeal to courts against unfair practices by sellers, producers or their representatives, against consumers at large.

On when examining such complaints, courts shall oblige the offenders to duly inform consumers via the media or otherwise about its judgement.

Court decisions condemning producers and sellers' unfair practices against the mass of

consumers shall be binding on the courts examining consumers' complaints against the offenders under the Civil Code.

President of the Russian Federation  
Russia House of Soviets, Moscow,  
February 7, 1992  
No.2300-1

Boris Yeltsin