

**FEDERAL LAW  
NO. 2-FZ OF JANUARY 9, 1996  
ON THE INTRODUCTION OF THE AMENDMENTS AND ADDENDA  
TO THE LAW OF THE RUSSIAN FEDERATION**

**ON THE PROTECTION OF THE CONSUMERS' RIGHTS  
AND THE CODE OF THE RSFSR ON ADMINISTRATIVE OFFENCES  
(with the Amendments and Additions of December 17, 1999)**

**Adopted by the State Duma on December 5, 1995**

**Article 1.** To introduce amendments and addenda to the [Law](#) of the Russian Federation on the Protection of the Consumers' Rights (Gazette of the Congress of People's Deputies of the Russian Federation and the Supreme Soviet of the Russian Federation, No. 15, 1992, item 766; No. 29, 1993, item 1111) and to set it forth as follows:

[Federal Law No. 212-FZ of December 17, 1999 amended this Federal Law](#)  
[See the previous text of the Law](#)

**Law of the Russian Federation  
on the Protection of the Consumers' Rights  
(with the Amendments and Additions of December 17, 1999)**

*On certain issues of the application of this Law see [explanations](#) approved by [Order](#) of the State Committee for Antimonopoly Policy and Support of New Economic Structures No. 160 of May 20, 1998 [explanation](#) of the State Anti-Monopoly Committee of the Russian Federation*

<a href="#">Chapter I.</a>	<a href="#">General Provisions</a>	<a href="#">(Articles 1-17)</a>
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The present Law regulates relations arising between consumers and the manufacturers, the executors and the sellers in case of the sale of goods (the performance of works and the rendering of services), establishes the rights of consumers to the acquisition of goods (works, services) of proper quality and safe for the lives and health of consumers, to receipt of information about goods (works, services) and about their manufacturers (executors, sellers), to education, state and public protection of their interests, and also defines the mechanism of the realization of these interests.

Basic concepts of this Law are as follows:

the **consumer** is an individual who has the intention of ordering or acquiring goods (works, services) or who orders, acquires or uses them exclusively for personal, family, household and other needs not relating to the pursuance of entrepreneurial activities;

the **manufacturer** is an organization regardless of its organizational and legal form and also an individual entrepreneur who performs works or renders services to consumers under a cost contract;

the **executor** is an organization, regardless of its organizational and legal form and also an individual entrepreneur who perform works or render services to the consumers on the chargeable agreement;

the **seller** is an organization, regardless of its organizational and legal form and also an individual entrepreneur who sells goods to consumers under a sale contract;

the **standard** is a state standard, sanitary norms and rules, building norms and rules and other documents which in keeping with law establish mandatory requirements for the quality of goods (works, services);

the **deficit of goods (works, services)** means goods (works, services) being out of compliance either with the compulsory provisions provided in a law or established under a procedure established by a law or with contractual terms or with the purposes for which goods (works, services) of such kind are normally used or with the purposes of which the seller (contractor) has been advised by the consumer at the making of the contract or with a specimen and/or description if the goods were sold according to the specimens and/or description;"

the **significant flaw of goods (works, services)** means a flaw that is impossible to eliminate or a flaw which cannot be eliminated without spending a commensurate time or which is repeatedly uncovered or which emerges again after it has been eliminated or other similar flaws;"

the **safety of goods (works, services)** implies the safety of goods (works, services) for the life, health or property of the consumer and the environment under the usual conditions of their use, storage, transportation and utilization, and also the safety of the performance of works (the rendering of services).

## Chapter I. General Provisions

### Article 1. Legal Regulation of Relations in the Sphere of the Protection of the Consumers' Rights

1. Relations in the sphere of the protection of the consumers' rights shall be regulated by the Civil Code of the Russian Federation, the present Law and the other federal laws (hereinafter referred to as "laws") and legal acts of the Russian Federation, adopted in conformity with it.

2. The Government of the Russian Federation shall have no right to entrust the federal executive bodies with the adoption of acts containing norms about the protection of the consumers' rights.

### Article 2. The International Agreements of the Russian Federation

If the international agreement of the Russian Federation has established the rules for the protection of the consumers' rights other than those provided for by this Law, the rules of the international agreement shall be applied.

### Article 3. The Consumers' Rights to Education in the Sphere of the Protection of the Consumers' Rights

The consumers' rights to education in the sphere of the protection of their rights shall be guaranteed by the inclusion of the respective requirements into state educational standards and general educational and professional programmes, and also by the organization of a system of information of consumers about their rights and about the necessary actions of protecting these rights.

### Article 4. The Quality of Goods (Works, Services)

1. The seller (executor) shall be obliged to hand over to the consumer goods (perform a work or render a service) whose quality corresponds to the contract concerned.

2. In the absence of contractual terms on the quality of goods (works, services) the seller (executor) shall be obliged to hand over goods (perform a work or render a service) suitable for the purposes for which goods of this kind (works, services) are usually used.

3. If during the conclusion of a contract the seller (executor) was informed by the consumer about the concrete purposes of acquiring goods (performing a work or rendering a service), the seller (executor) shall be obliged to turn over goods (perform a work or render a service) suitable for use in keeping with these purposes.

4. If goods have been sold per sample and/or according to their description, the seller shall be

obliged to hand over goods corresponding to the sample and/or the description.

5. If laws or under a procedure established by laws, in particular, the [standard](#) provides for mandatory requirements for the quality of goods (works, services), the seller (executor) shall be obliged to hand over to the consumer his goods (perform his work or render his service) that correspond to these requirements.

**Article 5.** The Rights and Duties of the Manufacturer (Executor or Seller) in Respect of Fixing the Service Life or the Working Life of Goods (Works), and also the Guarantee Period of Goods (Works)

1. The [manufacturer](#) (executor) shall have the right to fix the service life for goods (works) intended for long use. During this period the manufacturer (executor) shall undertake to enable the consumer to use goods (works) according to their purpose and shall bear liability for the substantial shortcomings which have made their appearance through his fault.

2. The manufacturer (executor) shall be obliged to fix the service life of goods (works) intended for long use, including components (details, units and items), which upon the expiry of a definite period may present danger for the consumer's life and health, cause damage to his property or the environment. The list of such goods (works) shall be approved by the Government of the Russian Federation.

*The [List](#) of the mentioned goods was approved by [Decision](#) of the Government of the Russian Federation No. 720 of June 16, 1997*

3. The service life of goods (works) may be reckoned in units of time, and also in other measurement units (kilometres, metres, and others units of measurement proceeding from the functional purpose of the goods (works, services));

4. The manufacturer (executor) shall be obliged to fix the shelve-lives for foodstuffs, perfumes and cosmetics, medicines, household chemical goods, and other similar goods (works). The list of such goods (works) shall be approved by the Government of the Russian Federation.

*The [List](#) of Goods Which upon the Expiry of the Application Time Shall Be Deemed to Be Unfit to Be Used for Their Proper Purpose was approved by the [Decision](#) of the Government of the Russian Federation No. 720 of June 16, 1997*

5. It shall be forbidden to sell goods (perform works) upon the expiry of the fixed working life, and also goods (perform works), on which working life should be fixed, but it has not been fixed.

6. The manufacturer (executor) shall have the right to fix a warranty period, during which in case of the discovery of goods (works) of shortcomings the manufacturer (executor or seller) shall be obliged to satisfy the claims, established by [Articles 18](#) and [29](#) of this Law.

7. The seller is entitled to set a warranty period for a good unless it has been set by the manufacturer. If the warranty period is set by the manufacturer the seller shall be entitled to set a guarantee period exceeding the duration of the manufacturer's warranty period.

**Article 6.** The Duty of the Manufacturer to Provide the Possibility for the Repair and Technical Service of Goods

The [manufacturer](#) shall be obliged to provide the possibility for the use of goods during their service life. For this purpose the manufactures shall provide the repair and technical service of goods, and also ensure the output and delivery of spare parts in the volume and assortment, needed for the repair and technical service during the time of production of goods, to trading and repair organizations. After goods are phased out, their repair and technical service shall be ensured during the service life of these goods. If such service life is not indicated, the repair and technical service of goods shall be ensured during ten years since the day of the transfer of goods to the consumer.

**Article 7.** The Right of the Consumer to the Safety of Goods (Works, Services)

1. The [consumer](#) shall have the right to acquire safe goods (works, services) under the usual conditions of their use, storage, transportation and utilization. These goods shall be safe for his life and health, protect the environment and shall not inflict damage on his property. The requirements that shall ensure the safety of goods (works, services) for the consumer's life and health, and for the environment, and also ensure the prevention of damage to be caused to his property, shall be obligatory and prescribed by law or under a procedure established by law;

2. The manufacturer (executor) shall be obliged to provide the safety of goods (works) during the fixed service or working life of goods (works).

If in conformity with [Item 1 of Article 5](#) of this Law the manufacturer (executor) has not fixed the service life for his goods (works), he shall be obliged to ensure the safety of these goods (works) during ten years since the day when these goods (works) were handed over to the consumer.

Injury caused to the consumer's life or health or damage inflicted on his property due to the absence of safety of goods (works) shall be compensated pursuant to [Article 14](#) of this Law.

3. If it is necessary to observe special rules (hereinafter referred to as rules) for the safe use of goods (works, services), their storage, transportation and utilization, the manufacturer (executor) shall be obliged to indicate these rules in the documents that accompany goods (works, services) in labels, marking or in any other way, while the seller (executor) shall be obliged to bring these rules to the notice of the consumer.

4. If in respect of goods (works, services) there have been established by a law or under a procedure established by law, for instance standards, compulsory provisions providing for their being safe for consumer's life and health, environment and precluding the infliction of harm to consumer's property, the compliance of the goods (works, services) with the said provisions shall be subject to confirmation under a procedure established by a law and other legal acts. Lists of goods (works, services) subject to the compulsory confirmation of their being in compliance with the said provisions shall be endorsed by the Government of the Russian Federation.

*The [List](#) of Goods That Shall Be Subject to Obligatory Certification and the [List](#) of Works and Services That Shall BE Subject to Obligatory Certification was approved by [Decision](#) of the Government of the Russian Federation No. 1013 of August 13, 1997*

*See also the [List](#) of Products Subject to a Sanitary-and-Epidemiological Expert Examination, endorsed by [Order](#) of the Ministry of Health of the Russian Federation No. 325 of August 15, 2001*

*The [Rules](#) for the Certification of Tobacco and Tobacco Goods were approved by [Decision](#) of the State Standardization Committee of the Russian Federation No. 28 of September 18, 1997*

*The [Rules](#) for Carrying out Certification of the Foodstuffs and the Foodstuff Raw Materials were approved by [Decision](#) of the State Committee for Standardization, Metrology and Certification of the Russian Federation No. 4 of April 17, 1996*

*In the present time the [List](#) of goods, produced in the Russian Federation, and of goods imported to its territory, whose safety is subject to confirmation is in effect after it was endorsed by the [Decision](#) of the Government of the Russian Federation No. 508 of July 22, 1992*

*For customs control over the goods that require the confirmation of their safety, see the [Order](#) of the State Customs Committee of the Russian Federation No. 612 of December 12, 1992*

It shall be impermissible to sell goods (perform works and render services), including imported goods without information about obligatory certification and without duly made marking with the mark of compliance with the requirements, indicated in Item 1 of this Article.

*See [Regulations](#) on Application of the Certification Mark Along With the Mandatory Certification*

*of Products approved by [Decision](#) of the State Committee for Standards of the Russian Federation No. 14 of July 25, 1996*

5. If it has been found out that while observing the set rules for the use, storage or transportation of goods (works) by the consumer these goods inflict or may inflict injury to his life and health and damage on his property and the environment, the [manufacturer \(executor, seller\)](#) shall be obliged to stop their production or sale forthwith before the removal of the causes of injury and damage, and, whenever necessary, shall take measures of withdrawing them from trade turnover and recall them from the consumer or consumers.

*See the [Regulations](#) on Carrying Out an Expert Examination of the Inferior Quality and Dangerous Edible Raw Materials and Foodstuffs and on Their Use or Destruction approved by [Decision](#) of the Government of the Russian Federation No. 1263 of September 29, 1997*

If it is impermissible to remove the causes of injury or damage, the manufacturer (executor) shall be obliged to phase-out such goods (works, services). Should the manufacturer (executor) fail to discharge this duty, the phase-out of such goods (works, services), the withdrawal and recall of them from consumers shall be effected on the [order](#) of the respective federal executive body that controls the quality and safety of goods (works, services).

Losses caused to the consumer due to the recall of goods (works, services) shall be compensated by the manufacturer (executor) if full measure.

6. If it is found out that the seller (executor) sells goods (performs works) that present danger for the lives, health and property of consumers, such goods (works) shall be withdrawn from the seller (executor) in the order prescribed by law.

**Article 8.** The Right of the Consumer to be Informed about the Manufacturer (Executor or Seller) and about Goods (Works, Services)

1. The [consumer](#) shall have the right to demand essential and reliable information about the manufacturer (executor or seller), the conditions of his work and the goods (works, services) he sells.

2. Information, referred to in Item 1 of this Article, shall be brought to the notice of consumers in a clear and accessible form when they conclude contracts of sale and performing works (rendering services) by methods accepted in particular spheres of servicing consumers in the Russian language, and in addition, at the discretion of the manufacturer (executor or seller), in the state languages of the subjects of the Russian Federation and the native languages of the peoples of the Russian Federation.

*[Procedure](#) of Bringing the Information about the Origin of Foreign-Made Alcohol and Tobacco Products to the Consumers' Notice see [Decision](#) of the Government of the Russian Federation No. 435 of April 15, 1996*

*On the procedure for the confirming the fact of certification of goods see [Letter](#) of the Committee of the Russian Federation for Standardization, Metrology and Certification and the Committee of the Russian Federation for Trade Nos 210-7/268, 1-427/32-19 of April 6, 4, 1995*

**Article 9.** Information About the Manufacturer (Executor or Seller)

1. The [manufacturer \(executor or seller\)](#) shall be obliged to notify the consumer of the firm's name or the simple name of his organization, the place of its location (legal address) and the mode of its work. The seller (executor) shall put said information on its signboard.

The manufacturer (executor or seller), who is an individual entrepreneur, shall be obliged to submit to the consumer information about state registration and the name of the body that has registered him.

2. If some type (types) of activity carried on by the manufacturer (executor or seller) is subject to licensing, the consumer shall be given information about the number of the license, its validity

term, and also information about the body that has issued this license.

3. Information, provided for by Items 1 and 2 of this Article, shall also be brought to the notice of consumers during the trade, everyday and other services of consumers in temporary premises, at fairs, from stalls and in other cases, if trade, everyday and other services of consumers are carried on outside the permanent place of location of the seller (executor).

#### **Article 10.** Information About Goods (Works, Services)

*According to [Decision](#) of the Government of the Russian Federation No. 1037 of August 15, 1997 from July 1, 1998 since July 1, 1998 it shall be forbidden to sell imported non-food items on the territory of the Russian Federation without information about them in the Russian language*

*See [Regulations](#) To Ensure the Presence on the Food Products to be Imported in the Russian Federation of Information in the Russian Language approved by the [Decision](#) of the Government of the Russian Federation No. 1575 of December 27, 1996*

*See the [List](#) of Goods the Information on Which Must Contain the Contra-indications for the Application in Certain Types of Diseases approved by [Decision](#) of the Government of the Russian Federation No. 481 of April 23, 1997*

1. The manufacturer (executor or seller) shall be obliged to submit on time to the consumer the necessary and reliable information about goods (works, services) that makes possible a proper choice of them. As regards particular types of goods (works, services), the list and methods of bringing information to the notice of consumers shall be established by the Government of the Russian Federation.

2. Information about goods (works, services) shall contain the following:

the designation of [standards](#) whose obligatory requirements should be met by goods (works, services);

information about the basic consumer properties of goods (works, services); as for foodstuffs, information about their composition (including the list of other food products and food additives), weight and volume, calories, hazardous substances as compared with the standard requirements, and also contra-indications for their application in some diseases. The list of goods (works, services), the information about which should contain contra-indications for their application in some diseases, shall be endorsed by the Government of the Russian Federation;

the price and conditions of the acquisition of goods (works, services);

the guarantee period, if it has been set;

the rules and conditions of effective and safe use of goods (works, services);

the service or working life of goods (works), fixed in accordance with this Law, and also information about the consumer's requisite actions upon the expiry of said periods of time and possible consequences in case of default of such actions, if goods (works) present danger for the life, health and property of the consumer upon the expiry of said periods of time or become unsuitable for the use according to their designation;

the place of location (legal address), company name (name) of the manufacturer (executor or seller) and the place of location of the organization (organizations) which is authorized by the manufacturer (seller) to accept claims of consumers and which repairs and technically serves goods (works);

information on compulsory confirmation of the goods' (works', services') compliance specified under [Item 4 Article 7](#) of the present Law;

information about the rules of sale of goods (performance of works and rendering of services).

reference to a specific person who is going to perform the work (provide the service) and information about the person if it is of significance given the nature of the work (service);

reference to the use of soundtrack in the provision of entertainment services by music performers;

If goods bought by the consumer have already been in use or a shortcoming (shortcomings)

has been removed, the consumer shall be supplied with information about this.

**3.** Information, provided for by Item 2 of this Articles, shall be brought to the notice of consumers in technical documents appended to goods (works, services), in labels, marking or in any other way, accepted for individual goods (works, services). Information on the compulsory confirmation of goods (works, services) being in compliance with the provisions specified under [Item 1 Article 7](#) of the present Law shall be presented in the form of marking the goods (works, services) in due course with a conformity sign and/or by a technique established by laws, other legal acts or normally applicable clauses and it shall include information on the number of a document confirming the conformity, the effective term thereof and the organization that issued it.

Foodstuffs, packaged on the territory of the Russian Federation, shall be supplied with information about the place of their production.

*According to the [Decree](#) of the President of the Russian Federation No. 161 of February 7, 1996 during the retail and short whole-sale realization of the alcohol and tobacco products of the foreign production, the sellers, besides the information submitted in the obligatory order according to the present Article, are obliged to submit the information on the products' manufacturer, the place of its production, and also on the organization-importer of the products and on the customs point, where the customs border was crossed and where the customs clearance was carried out*

#### **Article 11.** The Routine of Work of the Seller (Executor)

**1.** The routine of work of state-owned and municipal trade organizations and everyday services of consumers shall be instituted by decision of the executive bodies of the Russian Federation and the local self-government bodies.

**2.** The routine of work of the organizations which carry out activity in the trade and domestic services of consumers and which are not referred to in Item 1 of this Article, and also that of individual businessmen shall be established by them independently.

**3.** The routine of work of the [seller \(executor\)](#) shall be brought to the notice of [consumers](#) and shall correspond to the established one.

#### **Article 12.** The Liability of the Manufacturer (Executor or Seller) for Improper Information about Goods (Works, Services) and about the Manufacturer (Executor or Seller)

**1.** Should the consumer have not been granted an opportunity to immediately obtain, at the making of the contract, information on the goods (works, services), he shall be entitled to claim damages from the seller (contractor) for harm inflicted by the unjustifiable decline from entering into contract and, if contract has been entered into, to rescind it within a reasonable term and claim the refund of the amount paid for the goods and claim damages otherwise.

While the contract is being rescinded the consumer must return the good (the result of the work, service if possible, given the nature thereof) to the seller (contractor).

**2.** A seller (contractor) who has not provided full and reliable information to the buyer on the goods (works, services) shall be liable under [Items 1 - 4 Article 18](#) or [Item 1 Article 29](#) of the present Law for the flaws of the goods (works, services) that have occurred since they were transferred to the consumer as a result of the consumer's lacking such information.

**3.** Should harm be inflicted to a consumer's life, health and property resulting from a default on the provision of full and reliable information to the consumer about the goods (works, services), the consumer shall be entitled to claim damages for such a harm in accordance with the procedure provided in [Article 14](#) of the present Law, including a full compensation of the losses inflicted to natural objects owned (possessed) by the consumer.

**4.** In the consideration of the claims of the consumer for the compensation of the losses caused by unreliable or insufficiently full information about goods (works, services), it is necessary to proceed from the assumption that the consumer has no special knowledge about the properties and characteristics of goods (works, services).

**Article 13.** The Liability of the Seller (Manufacturer or Executor) for Breaking the Rights of Consumers

1. The seller (manufacturer or executor) shall bear the liability stipulated by law or contracts for breaking the rights of consumers.

2. Except as otherwise provided by law, losses inflicted to the consumer shall be reimbursed for in full on top of the forfeit money (penalty) established by law or contract.

3. Payment of a penalty (penal interest) and compensation of losses shall not absolve the seller (the maker or executor) from his obligation in kind to the consumer.

4. The seller (manufacturer or executor) shall be released from liability for default of his obligations or for improper discharge of the obligations, if he proves that the non-fulfilment of these obligations or their improper fulfilment occurred due to force majeure, and also due to other circumstances, envisaged by the Law.

5. The claims of the consumer for the payment of the penalty (penal interest), provided for by the Law or the respective contract, shall be satisfied by the seller (maker or executor) on a voluntary basis.

6. When the court of law satisfies the consumer's claims, stipulated by the Law, the court shall have the right to pass a decision on the recovery to the budget of a fine from the seller (maker or executor) who has breached the rights of the customer in the amount in dispute for the non-observance of the voluntary procedure for satisfying the consumer's claims.

If public associations of consumers (or their unions) or self-government bodies act in defence of the rights of the consumer, 50 per cent of the exacted fine shall be remitted to the said associations or unions and bodies.

**Article 14.** Property Accountability for the Harm Caused due to the Defects of Goods (Works, Services)

1. The harm caused to the life, health or property of the consumer owing to constructive, production, recipe or other shortcomings of goods (works, services) shall be liable to full compensation.

2. The right to claim compensation for the harm caused due to the shortcomings of goods (works, services) shall be recognized for any victim, regardless of the fact whether he has maintained contractual relations with the seller (executor) or not.

3. The harm caused to the life, health or property of the consumer shall be compensated if this harm has been inflicted during the fixed service or working life of goods (works).

If a life-span or best before time is to be set for a good (result of work) under Items 2, 4 Article 5 of the present Law but it has not been set or the consumer has not been provided with full and reliable information on the life-span or best before time or the consumer has not been informed of the necessary actions upon the expiration of the lifespan or best before time and the possible consequences in case the said actions are not performed or the good (result of work) is a life and health hazard upon the expiration of these terms, damages shall be payable irrespective of the time when harm is inflicted.

If in accordance with Item 1 of Article 5 of this Law the maker (executor) has not fixed for goods (works) a service life, the harm shall be compensated in case of its infliction during 10 years since the day of the transfer of goods (works) to the customer, and if it is impossible to ascertain the day of the transfer, the harm shall be compensated since the date of the manufacture of goods (the complete performance of the work).

The harm caused by the defects of goods shall be compensated by the seller or the manufacturer of these goods at the option of the victim.

The harm caused by the shortcomings of a work or service shall be compensated by the executor.

4. The maker (executor) shall be liable for the harm caused to the life, health or property of the consumer in connection with the use of materials, equipment, instruments and other means necessary for the production of goods (the performance of works or the rendering of services), regardless of the fact whether the level of scientific and technical knowledge has made it possible



to reveal their special properties or not.

5. The maker (executor or seller) shall be absolved from liability, if he proves that harm has been inflicted due to force majeure or the breach by the customer of the set rules for the use, storage or transportation of goods (works, services).

#### **Article 15. Compensation of Moral Harm**

The moral harm caused to the consumer by infringing the rights of the consumer by the manufacturer (executor or seller) or the organization fulfilling the functions of the maker (seller) on the basis of the contract concluded with him, if these rights are stipulated by the laws and legal acts of the Russian Federation which regulate relations in the sphere of the protection of the consumers' rights, shall be subject to compensation by the inflictor of the harm through his fault. The amount of compensation of moral harm shall be estimated by a court of law and it does not depend on the amount of damages for property harm.

Moral harm shall be indemnified, regardless of the compensation of property damage and the losses incurred by the consumer.

*On the procedure of taxation of amounts that may be received by citizens in connection with compensation for financial losses and moral damage according to the present Law see Letter of the State Tax Service of the Russian Federation No. PV-2-03/1073 of September 29, 1995*

#### **Article 16. Invalidity of the Contractual Terms Infringing on the Consumer's Rights**

*About the agreements restricting the rights of consumers see explanation of the State Anti-Monopoly Committee of the Russian Federation*

1. The contractual terms which infringe on the consumer's rights as compared with the rules, set by the laws and other legal acts of the Russian Federation in the field of protecting the rights of consumers shall be recognized as invalid.

If the execution of the contract that infringes on the rights of the consumer has resulted in his losses, the latter shall be fully indemnified by the manufacturer (executor or seller).

2. It shall be forbidden to condition the acquisition of some goods (works, services) by the obligatory acquisition of other goods (works, services). The losses caused to the customer owing to the breach of his right to a free choice of goods (works, services) shall be fully compensated by the seller (executor).

3. If there is no consent of the consumer the seller (contractor) is not entitled to perform additional works, services for a pay. The consumer shall be entitled to decline paying for such works (services) and if they have been paid for the consumer shall be entitled to claim the refund of the amount so paid from the seller (contractor).

#### **Article 17. Judicial Protection of the Rights of Consumers**

1. The rights of consumers shall be protected by a court of law.

2. Actions shall be brought in courts of law in the place of residence of the plaintiff, or in the place of location of the respondent, or in the place where harm was inflicted.

3. The consumers who filed actions connected with the infringement of their rights, and also the federal antimonopoly body, the federal executive bodies (their territorial agencies) which exercise control over the quality and safety of goods (works, services), the local self-government bodies, the voluntary associations of consumers (their unions) which filed their claims in the interests of consumers, the groups of customers of an indefinite range of consumers shall be exempted from the state duty.

## **Chapter II. Protection of the Consumers' Rights in Case of Sale of Goods to Customers**

### **Article 18.** Consequences of the Sale of Goods of Improper Quality

1. The consumer to whom goods of improper quality have been sold, unless this was specified by the seller, shall be entitled to demand:

the gratuitous removal of shortcomings of goods or the reimbursement of expenses on their correction by the customer or a third person;

the proportionate reduction of the purchase price;

the replacement of bought goods by goods of a similar brand (model or nomenclature article);

the replacement of bought goods by goods of a different brand (model or nomenclature article) with the corresponding recalculation of the purchase price;

the rescinding of the sale agreement. The consumer shall return a faulty good on the request of the seller and at the seller's expense.

Moreover, the customer shall also have the right to demand the full compensation of the losses caused owing to the sale of goods of improper quality. The losses shall be indemnified in the time-limits, fixed by this Law, to satisfy the relevant claims of the consumer.

In respect of sophisticated and high-price goods the consumer's claims specified in Paragraphs 4 and 5 of the present item shall be subject to be met in case significant flaws have been found in the goods. A list of sophisticated goods shall be endorsed by the Government of the Russian Federation.

*The List of the mentioned goods was approved by Decision of the Government of the Russian Federation No. 575 of May 13, 1997*

2. Claims, referred to in Item 1 of this Article, shall be made by the customer to the seller or the organization that fulfills the functions of the seller on the basis of the contract concluded with him.

3. The customer shall have the right to make claims, referred to in the second and fourth paragraphs of Item 1 of this Article, to the manufacturer or the organization that fulfills the functions of the maker on the basis of the contract concluded with him.

Instead of these claims the customer shall have the right to return to the maker the goods of improper quality and demand the return of the paid sum of money.

4. If flaws have been discovered in a good the properties whereof do not allow the elimination of these flaws the consumer shall be entitled at his own discretion to claim a placement of such a good with a good of proper quality or a commensurate cut in the purchase price or claim that the contract be rescinded.

5. The consumer's lacking the cashier's or commodity receipt or another document acknowledging the fact and terms of the purchase of a good shall not be deemed ground for a denial of meeting the consumer's claims.

The seller (manufacturer) or an organization performing the functions thereof under an agreement signed therewith must accept improper-quality good from the consumer and, if necessary, verify the quality of the good. The consumer is entitled to take part in the verification of the quality of the good.

Should a dispute arise as to the causes of flaws in the good, the seller (manufacturer) or organization performing the functions thereof under an agreement signed therewith shall perform expert examination of the good at their own expense. The consumer shall be entitled to file a complaint with the court if he disagrees with the expert statement.

Should it be established as a result of the expert examination of the good that the flaws therein have occurred as a result of circumstances beyond the control of the seller (manufacturer), the consumer shall reimburse the seller (manufacturer) or the organization performing the functions thereof under an agreement signed therewith for expenses incurred towards the performance of the expert examination as well as good storage and transportation expenses relating thereto.";

6. The seller (manufacturer) or an organization performing the functions thereof under an agreement signed therewith shall be responsible for the flaws of a good for which no warranty period has been set if the consumer will have proven that the flaws occurred prior to the transfer of

the good to the consumer or are due to causes that had occurred prior to that moment.

In respect of a good for which a warranty period has been set the seller (manufacturer) or an organization performing the functions thereof under an agreement signed therewith shall be responsible for its flaws unless it proves that they occurred after the transfer of the good to the consumer as a result of the consumer's violating the rules of use, storage or transportation of the good, the actions of third persons or force majeure.

**7.** Goods with a large size and goods with a weight of over five kilograms shall be delivered for their repair, price reduction, replacement and return to the customer with the effort and at the expense of the seller (maker) or the organization that fulfills the function of the seller (maker) on the basis of the contract concluded with him. In case of default on this duty, and also in the absence of the seller (maker) or the organization that fulfills the function of the seller (maker) on the basis of the contract concluded with him the said goods may be delivered or returned in the place of location of the customer by the consumer. In this case the seller (maker) or the organization that fulfills the function of the seller (maker) on the basis of the contract concluded with him shall be obliged to reimburse the expenses of the consumer, connected with the delivery and return of said goods.

#### **Article 19.** Time-limits for Making Claims to the Defects of Goods by the Consumer

**1.** The consumer is entitled to present the claims specified in [Article 18](#) of the present Law to the seller or manufacturer in respect of the flaws of a good if they were uncovered within the warranty period or prior to the expiration of the best before time set by the manufacturer. Should warranty period be set by the manufacturer under [Item 7 Article 5](#) of the present Law the claims specified in Article 18 of the present Law concerning the flaws of good uncovered within the said warranty period shall be presented to the seller.

In respect of goods for which no warranty period or best before time has been set the consumer shall be entitled to present the said claims if the flaws of the goods were uncovered within a reasonable term but within two years after the date when they were transferred to the consumer, unless a longer term is set by law or contract.

**2.** The warranty period of a good as well as the life-span thereof shall be computed from the date when the good is transferred to the consumer, except as otherwise provided by the contract. Should it be impossible to establish the date of transfer, the term shall be computed from the date of good manufacture.

For seasonal goods (footwear, clothes, etc.) the time-limits shall be reckoned from the time of the onset of the relevant season, the advent of which is determined by the subjects of the Russian Federation in the light of climatic conditions in the place of location of customers.

*About the periods for making claims with seasonal goods see [explanation](#) of the State Anti-Monopoly Committee of the Russian Federation*

In case of goods being sold according to specimens, by mail and also in cases when the time of the signing of the sale contract and the time of the transfer of the good to the consumer do not coincide these terms shall be computed from the date when the good is delivered to the consumer. If the consumer is deprived of an opportunity to use a good due to circumstances beyond the control of the seller (for instance, the good being in need of a special installation, connection or assembly, being faulty) the warranty period shall not progress until the time when such circumstances get eliminated by the seller. If it is impossible to determine the date of the delivery, installation, connection, assembly of a good, the elimination of circumstances beyond the control of the seller due to which the consumer cannot use the good as intended these dates shall be computed from the date when the sale contract was signed.

The service life of goods shall be determined by the period calculated since the day of the manufacture of goods, during which they are suitable for use or by the date, before the onset of which they are fit for use.

The duration of the service life of goods shall correspond to the obligatory [standard](#) requirements for the [safety of goods](#).

**3.** Warranty periods may be fixed for components and constituent parts of the basic commodity. Warranty periods for components and constituent parts shall be reckoned in the same procedure that governs the guarantee period for the basic commodity.

The warranty period for the parts and components of good shall be deemed equal to the warranty period for the basic article, except as otherwise provided by the contract. If a warranty period set under the contract for a part or component of the good is shorter than the warranty period for the basic article the consumer shall be entitled to present claims relating to the flaws of the part or component of the good, should they be uncovered within the warranty period for the basic article, except as otherwise provided by the contract.

If a longer warranty period has been fixed for a component than the warranty period for the basic commodity, the consumer shall have the right to make claims to the defects of goods, provided that the defects have been discovered in the component during the guarantee period for his article, regardless of the running of the warranty period for the basic commodity.

**4.** The time-limits, referred to in this Article, shall be brought to the user of information about goods, submitted to him in accordance with [Article 10](#) of this Law.

**5.** In the events when a warranty period under a contract is less than two years and the flaws of the good were discovered after the expiration of the warranty period but within two years the consumer shall be entitled to present claims to the seller (manufacturer) as specified in [Article 18](#) of the present Law if he manages to prove that the good's flaws had occurred prior to its transfer to the consumer or due to causes that had occurred prior to that moment.

**6.** Should significant flaws of a good be discovered, the consumer shall be entitled to present claims to the manufacturer for a free-of-charge elimination of such flaws if he manages to prove that they had occurred prior to the transfer of the good to the consumer or due to causes that had occurred prior to that moment. The said claim may be presented if the good's flaws were uncovered upon the expiration of two years after the date when the good was transferred to the consumer but within the life-span set for the good or within ten years after the date when the good was transferred to the consumer unless no life-span has been set. Should this claim remains unsatisfied within twenty days after being presented by the consumer or should it be impossible to eliminate the good's flaw uncovered by the consumer, the consumer shall be entitled at his own discretion present other claims to the manufacturer as specified by [Item 3 Article 18](#) of the present Law or return the good to the manufacturer in keeping with [Item 1 Article 18](#) of the present Law or claim for refund of the amount paid.

#### **Article 20.** Removal of Defects of Goods by the Manufacturer (Seller)

**1.** Defects discovered in goods shall be removed by their [manufacturer](#) ([seller](#)) or the organization fulfilling the functions of the manufacturer (seller) on the basis of the contract concluded with him immediately, except as another term is set by agreement of the parties in writing for the elimination of the flaws of good.

**2.** In respect of durables the manufacturer (seller) or the organization fulfilling the functions of the maker (seller) on the basis of the contract concluded with him shall be obliged to give similar goods to the consumer within three days free of charge upon the presentation by the consumer of the said claim and to deliver them at their own expense. The list of durables which are not covered by the said claim shall be compiled by the Government of the Russian Federation.

*The [List](#) of the Durables, Which Do Not Fall Under the Customer's Demand for the Gratuitous Granting of Similar Goods for the Period of Repair or Replacement was approved by [Decision](#) of the Government of the Russian Federation No. 55 of January 19, 1998*

**3.** If [shortcomings of goods](#) have been removed, the warranty period for them shall be prolonged over the period during which the goods were not used. The said period shall be reckoned from the day the consumer applied with the claim on the removal of defects in goods

before the day of their release after the completion of the repair.

4. In case when the flaws of good are eliminated through replacement of a part or component of the basic article for which warranty periods have been set a warranty period shall be set for the new part or component of the basic article of the same duration as the one for the parts and components of the basic article being replaced, except as otherwise provided by the contract, and the warranty period shall be computed from the date when the good is transferred to the consumer upon the completion of the repair.

#### **Article 21.** Replacement of Goods of Improper Quality

1. In case of discovery by the consumer of defects of goods and of the presentation of a claim for the replacement of such goods, the seller (manufacturer) or the organization fulfilling the functions of the seller (maker) on the basis of the contract concluded with him shall be obliged to replace such goods within seven days since the day of making the said claim by the consumer, and in case of need for an additional check of the quality of such goods by the seller (manufacturer) or the organization fulfilling the functions of the seller (maker) on the basis of the contract concluded with him such goods shall be replaced during 20 days since the presentation of the said claim.

In the absence of goods from the seller (manufacturer) or the organization fulfilling the functions of the seller (manufacturer) on the basis of the contract concluded with him, which are needed for replacing goods on the day of making the said claim, the seller (manufacturer) or the organization fulfilling the functions of the seller (manufacturer) on the basis of the contract concluded with him shall be obliged to replace such goods within one month from the day of making the said claim. On the demand of the [consumer](#) the seller (manufacturer) or the organization fulfilling the functions of the [seller \(manufacturer\)](#) on the basis of the contract concluded with him shall be obliged to give free of charge similar durables to the consumer with the delivery for temporary use over the period of replacement and to deliver them at their own expense. This rule shall not extend to the goods whose list is compiled in accordance with [Item 2 of Article 20](#) of this Law.

For the Far North areas and other areas with the seasonal delivery of goods the claim of the consumer for the replacement of goods shall be satisfied upon the application of the consumer within the period needed for the regular delivery of appropriate goods to these areas when the seller (manufacturer) or the organization fulfilling the functions of the seller (manufacturer) on the basis of the contract concluded with him lacks goods needed for replacement on the day of making the said claim.

2. Goods of improper quality shall be replaced by new goods, that is, by goods that have not been in use.

In case of replacing goods the guarantee period shall be reckoned anew since the day of the transfer of the goods to the consumer.

#### **Article 22.** Time-limits for Satisfying the Consumer's Particular Claims

The claims of the consumer for the proportionate reduction of the purchase price of goods, the reimbursement of the expenses on the correction of shortcomings of goods by the consumer or a third person, and also for the compensation of the losses caused to the consumer by the cancellation of the contract of sale (by the return of goods of improper quality to the manufacturer) shall be satisfied by the seller (manufacturer) or the organization fulfilling the functions of the seller (manufacturer) on the basis of the contract concluded with him during 10 days since the day of making the relevant claim.

#### **Article 23.** The Liability of the Seller (Manufacturer) for a Delay in the Fulfilment of the Consumer's Claims

*For the procedure for calculating the penalty stipulated by this Article, see the [Order](#) of the State Antimonopoly Committee of the Russian Federation No. 90 of August 15, 1994*

1. For breaking the time-limits, stipulated by [Articles 20](#), [21](#) and [22](#) of this Law, and also for the

default of the fulfilment of the claim (delay in its fulfilment) of the consumer on giving to him similar goods for the period of repair (replacement), the [seller \(manufacturer\)](#) or the organization fulfilling the functions of the seller (manufacturer) on the basis of the contract concluded with him, who have committed such breaches shall pay to the consumer a penalty (a penal interest) for every day of delay in the amount of one per cent of the price of the goods.

The price of goods shall be determined on the basis of their price that existed in the place where the consumer's claim should have been satisfied by the seller (manufacturer) or the organization that fulfills the functions of the seller (maker) on the basis of the contract with him on the day of the voluntary satisfaction of such claim or on the day when a court decision was passed, if the claim was not met voluntarily.

**2.** In case of default on the implementation of the consumer's claims within the time-limits, stipulated by [Articles 20-22](#) of this Law, the consumer shall have the right to make at his choice other claims, specified by [Article 18](#) of this Law.

#### **Article 24.** Settlements with the Consumer in Case of the Acquisition of Goods of Improper Quality

**1.** With the replacement of goods of improper quality by goods of a similar brand (model or nomenclature article) the price of these goods shall not be recalculated.

**2.** In case of the replacement of goods of inferior quality by goods of a different brand (model or nomenclature article), if the price of goods subject to replacement is lower than the price of goods given instead, the consumer shall make extra payment to cover the difference in prices; if the price of goods subject to replacement is higher than the price of goods given in exchange, the difference in prices shall be paid out to the consumer. If the price of goods subject to replacement grows, in said settlements it is necessary to apply their price formed on the day of making a claim by the consumer; but if this price falls, it is necessary to apply the price formed on the day of the purchase of goods by the consumer. The price of the good to be replaced shall be determined as of the moment when it is replaced and, should the consumer's claim fail to be met by the seller, the price of the good to be replaced and the price of the good transferred for replacement shall be determined as of the movement when the court returns the decision to have the good replaced.

**3.** Should the consumer present a claim for a commensurate reduction of good's purchase price, the computation shall be based on the good price as of the moment when the consumer demanded a discount, unless it was satisfied voluntarily, as of the moment when the court returned the decision to have the purchase price commensurably reduced.

*On taxation the difference between the of the commodity, acquired by the consumers, at the moment of concluding a contract (of making a deal), and the cost thereof at the moment of its cancellation see [Letter](#) of the State Tax Service of the Russian Federation No. 03-3-09/812 of November 9, 1995*

**4.** When the sale contract is being rescinded the consumer is entitled to claim for reimbursement of the difference between the contractual price of the good and the price of a respective good as of the moment when such claim is met voluntarily or, unless the claim is met voluntarily, as of the moment when the court returns its decision.

**5.** The sum of money in the amount of the credit repaid by the day of the return of goods shall be returned to the consumers to whom goods have been sold on credit in case of the cancellation of the contract of sale; they shall also be reimbursed for the payment made for the granted credit.

#### **Article 25.** The Right of the Consumer to the Exchange of Goods of Inferior Quality

**1.** The [consumer](#) shall have the right to exchange non-food goods of inferior quality for similar goods belonging to the seller from whom they were bought, if said foreign have not been suited for their form, size, style, colour scheme or completeness of set.

The customer shall have the right to exchange non-food products of inferior quality during 14 days, not counting the day of their purchase.

Non-food products of inferior quality shall be exchanged, if these products have not been in use, if the customer has retained their vendibility, consumer properties, seals, factory labels, and also the sale receipt or cash-desk ticket, issued to the customer together with the sold goods.

The list of goods which are not subject to exchange on the grounds, referred to in this Article, shall be endorsed by the Government of the Russian Federation.

*The [List](#) of Non-food Goods of Proper Quality, Which Are Not Subject to Return or Replacement by Similar Goods of a Different Size, Form, Dimension, Style, Colour or Complete Set was approved by [Decision](#) of the Government of the Russian Federation No. 55 of January 19, 1998*

**2.** If similar goods are absent in sales on the day when the customer applied to the seller, the former person shall have the right at his own choice to cancel the contract of sale and demand the return of the sum of money paid for said goods or exchange them for similar goods as soon as relevant goods are put on sale. The seller must notify a consumer who has claimed replacement of a properquality non-food good about its being put up for sale.

#### **Article 26.** Rules for Particular Contracts of Sale

The rules for particular contracts of sale, and also the rules for the sale of particular goods shall be endorsed by the Government of the Russian Federation.

*According to [Explanation](#) of the State Anti-Monopoly Committee of the Russian Federation on certain issues of the application of the Law of the Russian Federation on the Protection of the Rights of Consumers in the Wording of the Federal Law of January 9, 1996 the earlier adopted by the Government of the Russian Federation rules shall be applicable where they are not contrary to this Law*

*See the [List of the rules](#) for the sale of particular goods, endorsed by the Government of the Russian Federation*

### **Chapter III. Protection of the Consumers' Rights in Case of the Performance of Works or Rendering of Services**

#### **Article 27.** Time-limits of the Performance of Works or the Rendering of Services

**1.** The [executor](#) shall be obliged to perform a work or render a service within the period fixed by the rules for the performance of particular works or the rendering individual services or by the contract for the performance of works or the provision of services. The contract for the performance of works or the provision of services may provide for the time-limit of fulfilling a work or rendering a service, unless it is stipulated, and also for the time-limit of less duration than the one, specified by the said rules.

**2.** The time-limit of performing a work or rendering a service may be determined by the date by which the work should be finished or the service rendered or/and by the period in which the executor should begin to perform the work or render the service.

**3.** In the event when the performance of work (provision of service) is being performed part-by-part (the delivery of periodicals, maintenance) within the effective term of a contract for the performance of works (provision of services) provision shall be made for appropriate dates (terms) for the completion of such works (services).

By agreement of the parties a provision can also be made in the contract for the dates of completion of specific phases of the work (interim dates).

#### **Article 28.** Consequences of the Violation by the Executor of the Time-limits of Performing Works or Rendering Services

**1.** Should the contractor violate the dates of completion of the work (service) - work (service) commencement and completion as well as interim work (service) completion dates - or should it

become evident in the course of work (service) performance that it is not going to be completed when due, the consumer at his own discretion shall be entitled to:

to assign a new date for the contractor;

to charge third persons with the fulfilment of a work or the rendering a service for a reasonable price or to perform this work with its own forces and demand that the executor should reimburse the incurred expenses;

to demand the reduction of the price for the fulfilment of the work or the rendered service;

to cancel the contract for the performance of the work or the rendering of the service.

The **consumer** shall also have the right to demand the full compensation of his losses caused due to the violation of the time-limits of the work or the rendered service. Losses shall be compensated within the periods of time, fixed for the satisfaction of the consumer's corresponding claims.

**2.** New periods of the completion of the work (service), appointed by the consumer, shall be indicated in the contract for the fulfilment of the work or the rendering of the service.

If new periods of time are expired, the consumer shall have the right to make new claims to the executor, envisaged by **Item 1** of this Article.

**3.** The price of the fulfilled work or the rendered service, returned to the consumer in case of cancelling the contract for the performance of the work or the provision of the service, and also reckoned in case of the reduction in the price of the fulfilled work or the rendered service, shall be estimated in keeping with **Item 3 of Article 24** of this Law.

**4.** When a contract for the performance of work (provision of service) is being rescinded the contractor is not entitled to claim reimbursement of the expenses incurred by him in the course of performance of the work (service) as well as payment for completed work (service), except for the case when the consumer has accepted the completed work (service).

**5.** If the dates of the fulfilment of a work or the rendering of a service, fixed by the consumer on the basis of **Item 1** of this Article, or if new dates, appointed by him, are violated, the executor shall pay to the consumer for every day (hour, if the time-limit has been fixed in hours) of delay a penalty (penal interest) in the amount of three per cent of the price of the fulfilment of the work or the rendering of the service, but if the price of the fulfilment of the work or the rendering of the service has not been determined by the contract for performing works or rendering services, the executor shall pay a penalty in the amount of three per cent of the total price of the order. The contract for performing works or rendering services to be concluded between the consumer and the executor may provide for a higher amount of the penalty (penal interest).

The penalty (penal interest) shall be recovered for every day (hour, if the time-limit has been fixed in hours) of delay in case of the violation of the dates of the beginning of the fulfilment of a work or rendering of a service, its phase until the start of the performance of the work or the provision of the service or of the presentation by the consumer of his claims, specified by **Item 1** of this Article.

In case of the violation of the dates of the completion of the work or the rendering service, its phase the penalty (penal interest) shall be recovered for every day (hour, if the time-limit has been fixed in hours) of delay until the completion of the fulfilled work or the rendered service or the presentation by the consumer of his claims, envisaged by **Item 1** of this Article.

The amount of the penalty (penal interest) recovered by the consumer may not exceed the price of a particular type of the fulfilment of the work or the rendering of the service or the total price of the order, if the price of the performance of the particular type of the work or the rendered service has not been determined by the contract for performing works or rendering services.

The amount of the penalty (penal interest) shall be determined on the basis of the price of the performed work or of the rendered service, if the said price has not been estimated in terms of the total price of the order that existed in the place in which the claim of the consumer should have been satisfied by the executor on the day of the voluntary satisfaction of such claim or on the day of passing a court judgement, unless the consumer's claim was satisfied voluntarily.

**6.** The claims of the consumer, specified by **Item 1** of this Article, shall not be satisfied, if the executor proves that the time-limits of the fulfilment of a work or the provision of a service have



been violated due to force majeure or the through the consumer's fault.

**Article 29.** The Rights of the Consumer in Case of Discovery of Shortcomings in the Performed Work or Rendered Service

1. In case of discovery of shortcomings in the performed work or rendered service the consumer shall have the right to demand at his own option:

the gratuitous removal of shortcomings in the fulfilled work or rendered service;  
the relevant reduction of the price of the performed work or rendered service;  
the gratuitous manufacture of another thing from the homogeneous material of the same quality or from the repeated fulfilment of the work. In this case the consumer shall be obliged to return the thing which was earlier handed over to him by the executor;  
the reimbursement of the expenses incurred in the removal of shortcomings of the fulfilled work or the rendered service with his own efforts or by third persons.

Meeting consumer's claims for the gratuitous elimination of shortcomings, the manufacture of another thing or for the repeated fulfilment of the work or rendering of the service not hold the contractor harmless against a liability in the form of forfeit money for the breach of work (service) completion term.

The consumer shall have the right to annul the contract for the fulfilment of a work or the rendering of a service and demand the full compensation of the losses, if in the period of time specified by the said contract the shortcomings in the fulfilled work or the rendered service have not been eliminated. The consumer shall also have the right to cancel the contract for the performance of the work or the rendering of the service, if he has discovered the essential shortcomings in the fulfilled work or the rendered service or other essential departures from the contract's terms and conditions.

The consumer shall also have the right to demand the full compensation of his losses caused by the shortcomings of the fulfilled work or the provided service. Losses shall be compensated within the time-limits, fixed for the satisfaction of the consumer's claims.

2. The price of the fulfilled work or the rendered service, which is returned to the consumer in case of the cancellation of the contract for the performed work or the provided service, and which is also reckoned in case of the reduction of the price of the fulfilled work or the rendered service, shall be estimated in keeping with Item 3 of Article 24 of this Law.

3. Claims relating to flaws of a completed work (provided service) may be presented when the completed work (provided service) is being accepted or in the course of the performance of the work (service) or within the terms provided under the present item, should it be impossible to uncover the flaws at the acceptance of the work (service).

The consumer is entitled to present claims relating to the flaws of completed work (provided service) if they have been uncovered within the warranty period and if there is no such period within a reasonable term within two years after the date when the completed work (provided service) was accepted or within five years in respect of flaws in a building and other real property.

4. The contractor shall be responsible for the flaws of a work (service) for which no warranty period has been established if the consumer manages to prove that they had occurred prior to its being accepted by him or were due to causes that had occurred prior to that moment.

In respect of a work (service) for which a warranty period has been established the contractor shall be responsible for its flaws unless he manages to prove that they have occurred after the work (service) was accepted by the consumer as a result of the consumer's breach of the user rules of the result of the work (service), actions of third persons or force majeure.

5. In the events when the contractual warranty period is below two years (five years for real property) and when the flaws of work (service) were uncovered by the consumer after the expiration of the warranty period but within two years (five years for real property) the consumer shall be entitled to present the claims specified under Item 1 of the present article if he manages to prove that such flaws had occurred prior to his acceptance of the work (service) or due to causes that had occurred prior to that moment.

6. Should significant flaws be uncovered in a work (service), the consumer shall be entitled to

present a claim to the contractor for a free-of-charge elimination of the flaws if he manages to prove that the flaws had occurred prior to his acceptance of the results of the work (service) or due to causes that had occurred prior to that moment. That claim can be presented if such flaws are uncovered after the expiration of two years (five years for real property) after the date when the results of the work (service) were accepted but within the limits of a life-span set for the results of the work (service) or within ten years after the date when the results of the work (service) were accepted by the consumer, should no life-span have been set. If the claim fails to be met within 20 days after the date when it is presented by the consumer or should it be impossible to eliminate the uncovered flaw, the consumer shall be entitled to claim the following at his discretion:

- the corresponding reduction of the price for the fulfilled work or the rendered service;
- the compensation of his expenses incurred in the removal of shortcomings in the fulfilled work or the rendered service with his own efforts or by third persons;
- the cancellation of the contract for the performance of the work or the rendering of the service and the reimbursement of losses.

**Article 30.** The Time-limits of the Removal of Shortcomings of the Fulfilled Work or the Rendered Service

The flaws of work (service) shall have been eliminated by the contractor within a reasonable term set by the consumer.

The date of removing shortcomings, assigned by the consumer shall be indicated in the contract or in any other document to be signed by the parties.

In case of the violation of the dates of removing shortcomings in the fulfilled work or the rendered service, stipulated by this Article, the executor shall pay to the consumer for every day of delay a penalty (penal interest), whose amount and the procedure of calculation are determined pursuant to [Item 5 of Article 28](#) of this Law.

In case of the violation of said dates the consumer shall have the right to make to the executor other claims, envisaged by [Items 1 and 4 of Article 29](#) of this Law.

**Article 31.** The Time-limits of Satisfying the Consumer's Individual Claims

1. The [consumer's](#) claims for the reduction of the price of the fulfilled work or the rendered service, for the reimbursement of the expenses incurred in the removal of shortcomings in the fulfilled work or the rendered service with his own efforts or by third persons, and also for the compensation of the losses caused by the cancellation of the contract for the performance of the work or the rendering of the service, stipulated by [Item 1 of Article 28](#) and [Items 1 and 4 of Article 29](#) of this Law, shall be satisfied within 10 days since the day of making the corresponding claim.

2. The consumer's claims for the gratuitous manufacture of another thing from the homogenous material of the same quality or for the repeated performance of the work or for the provision of the service shall be satisfied during the period of time, assigned for the prompt fulfilment of the work or the rendered service. If this period has not been assigned, the consumer's claims shall be satisfied within the time-limit, specified by the contract for the performance of the work or the rendering of the service, which was executed not in proper way.

3. In case of the violation of the time-limits of satisfying the consumer's individual claims, which are stipulated by this Article, the executor shall pay to the consumer for every day of delay a penalty (penal interest), whose amount and procedure of calculation are determined pursuant to [Item 5 of Article 28](#) of this Law.

In case of the violation of the time-limits, specified by Items 1 and 2 of this Article the consumer shall have the right to make to the [executor](#) other claims, envisaged by [Item 1 of Article 28](#) and by [Items 1 and 4 of Article 29](#) of this Law.

**Article 32.** The Right of the Consumer to Cancel the Contract for the Performance of the Work or the Rendering of the Service

The consumer shall have the right to cancel the contract for the performance of the work or the rendering of the service at any time by paying to the executor the part of the price in proportion

to the part of the fulfilled work or the rendered service before the receipt of a notice about the cancellation of the said contract and having reimbursed the contractor for the expenses that have been incurred by the contractor by that moment for the purposes of performing under the contract unless they are included in the said part of the price of the work (service).

### **Article 33.** The Estimate of a Performed Work or a Rendered Service

1. A fixed or approximate estimate may be built up for the fulfilment of the work or the rendering of the service, provided for by the contract for the performance of the work of the provision of the service.

Estimating on the demand of the consumer or the executor shall be mandatory.

2. The contractor is not entitled to demand that a fixed cost estimate be increased and the consumer is not entitled to demand that it be reduced, including but not limited to, the case when it was absolutely impossible at the moment when the contract was made to make a provision for a full scope of works (services) to be performed or the expenses to be incurred for this purpose.

The contractor is entitled to claim an increase of a fixed cost estimate when there is a significant rise in the cost of the materials and equipment provided by the contractor and of the services rendered to the contractor by third persons, that could not be forecast when the contract was made. Should the consumer refuse to meet these claims, the contractor shall be entitled to rescind the agreement in accordance with the judicial procedure.

3. Should a need arise to perform additional works (provide additional services) and the rough cost estimate is significantly exceeded due to that, the contractor shall give a timely notice about it to the consumer. Should there be no consumer's consent to exceeding the rough cost estimate, the consumer shall be entitled to waive the performance under the contract. In such a case the contractor may claim payment of the price for completed work (service) from the consumer.

The contractor who has not give a timely notice to the consumer about the need for exceeding the rough cost estimate shall discharge the duties under the contract, having retained the right to pay for the works (services) within the limits of the rough cost estimate.

### **Article 34.** The Fulfilment of the Work from the Executor's Material

1. The executor shall be obliged to fulfil the work, determined by the contract for the performance of the work, from his material and with his own funds, except as otherwise provided by the contract.

The contractor who has provided material for the work to be performed shall be liable for its improper quality according to the rules of seller's responsibility for improper quality goods.

2. The material of the executor shall be paid for by the consumer, when he concludes the said contract in full or in the amount, referred to in the contract for the performance of the work, provided that the final settlement should be made when the consumer will receive the work fulfilled by the executor, unless a different procedure for settlements for the executor's material follows from the agreement of the parties.

3. In cases, provided for by the contract for the performance of the work, the material may be provided by the executor to the consumer on credit. Subsequent changes in the price of the material given on credit shall not entail a recalculation.

4. The material of the executor and the technical means needed for the fulfilment of the work, instruments, etc. shall be brought to the place of the performance of the work by the executor.

### **Article 35.** The Fulfilment of the Work from the Consumer's Material (Together with a Thing)

1. If the work is fulfilled wholly or partially from the consumer's material (together with a thing), the executor shall be responsible for the safety of this material (thing) and for its correct use.

The executor shall be obliged:

to warn the consumer about the unfitness or inferiority of the material (thing) given by the consumer;

to submit his account of the spent material and return its remains.

If the material (thing) received from the consumer has been lost or damaged in full or in part, the executor shall be obliged to replace it within three days by the homogenous material (thing) of similar quality and to manufacture an article at the consumer's wish from the homogenous material (thing) within a reasonable period of time, and to indemnify to the consumer the double price of the lost (damaged) material (thing), and also the expenses incurred by the consumer, if he has no homogenous material (thing) of similar quality.

**2.** The price of the lost (damaged) material (thing) shall be estimated on the basis of the price of the material (thing) that existed in the place which the consumer's claim should have been satisfied by the executor on the day of the voluntary satisfaction of such claim or on the day when the court of law has passed its decision, provided that the consumer's claim has not been met.

The price of the material (thing), given to the [executor](#), shall be estimated in the contract for the performance of the work or in any other document (receipt or order) that confirms his findings.

**3.** The executor shall be released from his liability for the full or partial loss (damage) of the material (thing), accepted by him from the consumer, if the latter has been warned by the executor about special properties of the material (thing), which can entail its full or partial loss (damage), or if the said properties of the material (thing) could not have been uncovered by a proper acceptance of the material (thing) by the contractor.

**Article 36.** The Duty of the Executor to Inform the Consumer about the Circumstances which Can Influence the Quality of the Work Being Fulfilled or the Service Being Rendered or Cause the Impossibility of Its Completion When Due

The [executor](#) shall be obliged to inform the [consumer](#) in due time about the fact that the observance of the consumer's directions and other circumstances depending on the customer may reduce the quality of the work being fulfilled or the service being provided or cause the impossibility of its completion when due.

If despite the timely and justified notification by the executor the consumer does not replace the unsuitable or poor material within the reasonable period of time, if he does not change his directions on the method of fulfilling the work or rendering the service or if he does not eliminate other circumstances which can reduce the quality of the work being fulfilled or the service being rendered, the executor shall have the right to cancel the contract for the performance of the work or the rendering of the service and demand the full compensation of his losses.

**Article 37.** Procedure for Payments for the Fulfilled Work or the Rendered Service

Procedure for payments for the fulfilled work or the rendered service shall be determined by the contract concluded between the consumer and the executor.

Having accepted it the consumer shall pay for the work (service) fully completed by the contractor. On the consumer's consent the work (service) may be paid for by the consumer at the making of a full-scope contract or by advance payment.

**Article 38.** The Rules for Domestic and Other Types of Service of Consumers

The rules for domestic and other types of service of [consumers](#) or the rules for the performance of individual types of work and the rules for rendering particular types of service shall be endorsed by the Government of the Russian Federation.

*Today the [Rules](#) for the Domestic Service of the Population in the Russian Federation are in force. They were endorsed by the [Decision](#) of the Council of Ministers of the Russian Federation No. 536 of June 8, 1993*

*The [Rules](#) for Rendering Hotel Services in the Russian Federation were approved by [Decision](#) of the Government of the Russian Federation No. 490 of April 25, 1997*

**Article 39.** The Regulation of Services of Particular Types

The consequences of breaking the terms of the contracts for rendering services of particular types, unless such contracts fall under the operation of this Chapter, shall be determined by law.

*See the [List of rules](#) of particular types, endorsed by the Government of the Russian Federation, which are in force today*

#### **Chapter IV. State and Public Protection of the Consumers' Rights**

*On the protection of legal entities' and individual entrepreneurs' rights in the case of exercise of state control (supervision) see [Federal Law](#) No. 134-FZ of August 8, 2001*

##### **Article 40.** The Powers of the Federal Antimonopoly Body

**1.** The federal antimonopoly body (its territorial agencies) shall exercise state control over the observance of the laws and other legal acts of the Russian Federation regulating relations in the field of the protection of the consumer's rights.

This body or its territorial agencies shall send:

orders (within their terms of reference) to the [manufacturers](#) ([executors](#) and [sellers](#)) about the cessation of breaches of the consumer's rights, including the termination of the sale of goods (performance of works), for which service should have been established, but have not been established and about the suspension of the sale of goods (performance of works, rendering of services) in the absence of reliable and sufficient information about goods (works, services);

materials on the contravention of the [consumers'](#) rights to the body that has issues a license for the respective type of activity, for the settlement of the question of the suspension of the validity of said license or of its annulment short of the term;

materials to procurator's offices and other law-enforcement bodies according to their subordination for the settlement of questions dealing with the institution of proceedings on criminal charges according to the elements of crimes associated with the contravention of the consumers' rights, provided for by law.

**2.** The federal antimonopoly body shall issue official explanations on the application of laws and other legal acts of the Russian Federation regulating relations in the sphere of the protection of the consumers' rights.

**3.** The federal antimonopoly body and its territorial agencies shall have the right to conclude agreements with manufacturers (executors or sellers) on the observance by them of the rules and customs of the business turnover in the interests of consumers.

**4.** The federal antimonopoly body and its territorial agencies shall have the right to apply to courts of law in defence of the consumers' rights in cases of the discovery of breaches of the consumers' rights, bring actions in courts in the interest of an indefinite range of consumers, including on the liquidation of the manufacturer (executor or seller) or on the termination of the activity of the individual entrepreneur for repeated or gross breaches of the consumers' rights, stipulated by the law or other legal act, and also file actions with courts of arbitration against the individual entrepreneurs concerning the forced recovery of fines for the evasion from the execution of orders or for their untimely execution.

The federal antimonopoly body and its territorial agencies may be attracted by the court of law to take part or join the trial at its initiative for the issue of a conclusion in the case for the protection of the consumers' rights.

**5.** The federal anti-monopoly body is entitled to endorse regulations on the procedure for the federal anti-monopoly body (territorial bodies thereof) considering cases of breach of laws and other regulatory legal acts of the Russian Federation governing relationships in the field of consumer rights protection.

##### **Article 41.** The Duty of the Manufacturer (Executor or Seller) to Submit Information to the Federal Antimonopoly Body and Its Territorial Agencies

The [manufacturer](#) ([executor](#) or [seller](#)) shall be obliged, on the demand of the federal antimonopoly body and its territorial agencies, to submit within the fixed period authentic

documents, explanations in written and oral form and other information necessary for the discharge by the federal antimonopoly body and its territorial agencies of the powers, provided for by this Law.

*See also [Letter](#) of the State Antimonopoly Committee of the Russian Federation No. NF/4385 of October 14, 1996*

**Article 42.** The Powers of the Federal Executive Bodies and Their Territorial Agencies which Exercise Control over the Quality and Safety of Goods (Works, Services)

1. In order to ensure the [safety of goods](#) (works, services), the federal body of the standardization, metrology and certification, the federal body of sanitary and epidemiological supervision, the federal body of the protection of the environment and natural resources and other federal executive bodies and their territorial agencies, which exercise control over the quality and safety of goods (works, services) shall discharge the following functions within their jurisdiction:

exercise control over the observance of requirements for the safety of goods (works, services);  
circulate orders on the removal of the breaches of the requirements for the safety of goods (works, services), of the requirements for the phase-out of such goods (works, services), for the cessation of the output and sale of such goods (performed works and rendered services), for the termination of the sale of goods with the expired service life and of goods (works) for which the service life should have been established but was not established, and also of the requirements for the suspension of the sale of goods (performance of works and rendering of services) in the absence of reliable and authentic information about goods (works, services) and about their recall from consumers and the informing of them about this;

*[Regulations](#) for the Procedure for Considering by the State Anti-monopoly Committee of Russia and by Its Territorial Boards the Cases on Violating the Laws and Other Legal Acts of the Russian Federation, Regulating Relations in the Sphere of the Consumer Rights Protection was approved by the [Order](#) of the State Anti-monopoly Committee of Russia No. 42 of April 4, 1996*

file actions in courts of law and courts of arbitration against the manufacturers (executors or sellers) in case they violate the requirements for the safety of goods (works, services).

*The model list of cases of breaking the requirements for safety, for the removal of which the said bodies have the right to send orders about their elimination, are contained in the [Order](#) of the State Committee for Antimonopoly Policy of the Russian Federation No. 90 of August 15, 1994*

2. In order to ensure the safety of goods (works, services), the federal body of standardization, metrology and certification, the federal body of sanitary and epidemiological supervision and other federal executive bodies, which exercise control over the quality and safety of goods (works, services), shall introduce within their jurisdiction obligatory requirements for the safety of goods (works, services) and exercise control over the observance of these requirements.

3. The coordination of the activity of the federal executive bodies which exercise control over the quality and safety of goods (works, services), and also the organization and conduct of the works of mandatory confirmation of conformity of goods (works, services) shall be effected by the federal body of standardization, metrology and certification.

**Article 43.** Sanctions Imposed by the Federal Antimonopoly Body and Its Territorial Agencies, the Federal Body of Standardization, Metrology and Certification and Its Territorial Agencies and by Other Federal Executive Bodies and Their Territorial Agencies Exercising Control over the Quality and Safety of Goods (Works, Services)

1. The federal antimonopoly body and its territorial agencies shall have the right to impose fines on the [manufacturer](#) ([executor](#) or [seller](#)) for the evasion from the execution or for the untimely

execution of its lawful orders on the cessation of infringements of the consumers' rights in the amount of up to five thousand [minimum wages or salaries](#), stipulated by the law.

Fines shall be imposed by the official of the federal antimonopoly body or its territorial agencies.

*On the procedure for consideration of cases on imposing fines for the evasion from the execution or for the untimely execution of the orders of the State Committee of Russia for Antimonopoly Policy see*

*[Regulations](#) for the Procedure for Considering by the State Anti-monopoly Committee of Russia and by Its Territorial Boards the Cases on Violating the Laws and Other Legal Acts of the Russian Federation, Regulating Relations in the Sphere of the Consumer Rights Protection approved by the [Order](#) of the State Anti-monopoly Committee of Russia No.42 of April 4, 1996*

**2.** The federal body of standardization, metrology and certification and its territorial agencies and other federal executive bodies and their territorial agencies exercising control over the quality and safety of goods (works, services) shall have the right to impose fines within their jurisdiction in the cases of:

the evasion from the execution or of the untimely execution of the lawful orders by the manufacturer (executor or seller) - in the amount of up to five thousand [minimum wages or salaries](#), established by the law;

the infliction damage to consumers by goods (works, services), which do not comply with the requirements for the safety of goods (works, services) - in the amount of up to five thousand [minimum wages or salaries](#), established by the law;

the sale of goods (performance of works and rendering of services), including imported goods, without documents confirming that mandatory confirmation of goods' (works', services') conformity has been effected with the obligatory standard requirements - in the amount of the value of sold goods (fulfilled works and rendered services);

a breach of the rules of mandatory confirmation of goods' (works', services') conformity by the certification bodies as well as a provision of unreliable goods (works, services) test results by test laboratories (centers) in the course of mandatory confirmation of their conformity: at the rate of two-fold value of the works (services) completed upon the confirmation of conformity.

**3.** The amounts of fines, envisaged by [Item 1](#) and the second the third paragraphs of Item 2 of this Article, shall be determined in each concrete case with due account of the amount of the caused damage and other circumstances.

The fines provided by the present article, except for the fines provided by [Paragraphs 4 and 5 Item 2](#) of the present article, shall be payable within 30 days after the return of the decisions for their collection. Should the manufacturer (contractor, seller), certification body or test laboratory (center) decline to pay the fine when due or to pay the fine in full, the bodies specified under [Items 1 and 2](#) of the present article shall be entitled to file a complaint with the arbitration court claiming collection of the fine as well as a penalty at a rate of one per cent of the fine amount or the outstanding part thereof per deferment day.

Fines, stipulated by the fourth and fifth paragraphs of Item 2 of this Article and imposed on individual businessmen, shall be recovered in accordance with the administrative legislation.

**4.** The amounts of the fines, recovered in keeping with [Items 1](#) and [2](#) of this Article, shall be remitted to the federal budget.

*On the procedure for remitting fines to the budget see:*

*[Letter](#) of the State Tax Service of the Russian Federation No. PV-6-02/300 of May 5, 1996*

*[Letter](#) of the Ministry of Finance of the Russian Federation No. 3-E1-6/8 of April 30, 1996*

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

**5.** The [manufacturers](#) ([executors](#) and [sellers](#)) of goods (works, services), and also the certification bodies and testing laboratories (centres) shall have the right to apply to a court of arbitration with statements on the full or partial recognition of the orders of the federal antimonopoly

body and its territorial agencies, the federal body of standardization, metrology and certification and its territorial agencies and other federal executive bodies and their territorial agencies, which exercise control over the quality and safety of goods (works, services) or on the revocation or the change of relevant decisions about the imposition of fines.

Orders and decisions on the imposition of fines by the afore-mentioned federal executive bodies and their territorial agencies may be appealed against during six months since the day of their adoption.

*For the procedure for the issue of orders by the State Committee of Russia for Antimonopoly Policy regarding the breaches of the legislation on the protection of the consumers' rights, see the [Order of the State Committee of Russia for Antimonopoly Policy No. 185 of August 24, 1992](#)*

#### **Article 44.** Protection of the Consumers' Rights by the Local Self-government Bodies

In order to protect the [consumers'](#) rights on the territory of a municipal formation, the local self-government bodies shall have the right:

to consider complaints by consumers and to consult them on the matters of the protection of their rights;

to analyze contracts concluded by sellers (executors and manufacturers) with consumers with the aim of revealing conditions infringing on consumers' rights;

to inform forthwith the federal executive bodies exercising control over the quality and safety of goods (works, services) in case of disclosing goods (works, services) of inferior quality, and also fraught with danger for the lives, health and property of consumers and the environment;

to suspend the sale of goods (performance of works, rendering of services) before information is supplied or to stop the sale of goods (fulfilment of works, rendering of services) in cases of revealing the practice of selling goods (performance of works, rendering of services) in the absence of reliable and sufficient information or of selling goods with the expired service life or without the service life at all, if the ascertainment of this life is obligatory;

to apply to courts of law in defence of the consumers' rights (of an indefinite range of consumers).

To protect the consumers' rights, the local self-government bodies shall from appropriate structures on their own account.

#### **Article 45.** The Rights of Public Associations of Consumers and Their Unions

**1.** Individuals shall have the right to unite on a voluntary basis into public associations of [consumers](#) and their unions, which carry out their activity in compliance with the [Federal Law on Public Associations](#) and with their charters.

**2.** Public associations of consumers and their unions shall have the right in cases, provided for by the charters of said associations and their unions:

to take part in the elaboration of requirements for the safety of goods (works, services), and of standards for mandatory requirements in this field, and also in the drafting of laws and other legal acts of the Russian Federation regulating relations in the sphere of the protection of the consumers' rights;

to carry on an independent expert examination of the quality and safety of goods (works, services);

to verify the observance of the consumers' rights and the rules of the trading, domestic and other services of consumers, to compile reports on uncovered violation of consumers' rights and forward them to the authorized bodies of state power for consideration to take part in the expert examinations of the facts of breaking the consumers' rights on the instructions of the consumers;

to submit to the federal executive bodies and organizations proposals on measures to improve the quality of goods (works, services), to phase them out and withdraw from the turnover of goods (works, services) that harbour the danger for the lives, health and property of consumers and the environment;



to participate together with the federal executive bodies in the exercise of control over the application of regulated prices;

to submit to the procurator's offices and the federal executive bodies materials on making accountable persons guilty of putting out and selling goods (performing works, rendering services) which do not comply with the standard requirements for the safety and quality of goods (works, services), and also of infringing on the consumers' rights, established by the laws or other legal acts of the Russian Federation;

to apply to the procurator's offices with requests of bringing in protests on the recognition as invalid of the acts of the federal executive bodies, the acts of the executive bodies of the subjects of the Russian Federation and the acts of the local self-government bodies which are in conflict with the laws regulating relations in the sphere of the protection of the consumers' rights;

to apply to the courts of law in defence of the rights of consumers (indefinite range of consumers).

#### **Article 46.** Protection of the Interests of the Indefinite Range of Consumers

The federal antimonopoly body and its territorial agencies, the federal executive bodies and their territorial agencies which exercise control over the quality and safety of goods (works, services), the local self-government bodies, the public associations of consumers and their unions shall have the right to bring actions in courts of law on the recognition of the actions of sellers (manufacturers and executors) or the organizations performing the functions of sellers (makers) on the basis of contracts concluded with them as illegal in respect of the indefinite range of consumers and on the cessation of these actions.

In case such action is satisfied, the court of law shall oblige the law-breaker to bring the court's decision to the notice of consumers within the period fixed by the court through mass media or in any other way.

The court's decision that has entered into force on the recognition of the actions of the seller (manufacturer or executor) or the organization fulfilling the function of the seller (maker) on the basis of the contract concluded with him as illegal in respect of the indefinite range of consumers shall be binding on the court of law that considers the consumer's suit on the civil consequences of the actions of the seller (manufacturer or executor) or the organization fulfilling the function of the seller (maker) on the basis of the contract concluded with him on the matters whether these actions took place or whether they were committed by the persons in question.

In addition to the satisfaction of the lawsuit filed by the public association of consumers or their union in the interests of the indefinite range of consumers or an individual consumer, the court of law shall make a decision on the reimbursement to the public associations of consumers or their unions of the legal costs, associated with the examination of the case, including the compensation of the costs of involving experts in the participation in the court proceedings.

**Article 2.** The following amendments and addenda shall be introduced to the RSFSR Code of Administrative Offences (Gazette of the RSFSR Supreme Soviet, No. 27, 1984, item 909; No. 23, 1986, item 638; No. 23, 1987, item 800; No. 10, 1989, item 246; No. 10, 1990, item 287; Gazette of the Congress of People's Deputies of the Russian Federation and the Supreme Soviet of the Russian Federation, No. 16, 1992, item 838; No. 3, 1993, item 97; No. 32, 1993, item 1231; Collected Legislation of the Russian Federation, No. 26, 1995, item 2397; No. 30, 1995, item 2866):

**1.** In Articles 157-1, 157-2, 224-4 the words "the Antimonopoly Committee of the Russian Federation" shall be replaced by the words "the federal antimonopoly body".

**2.** The last sentence shall be excluded from the second paragraph of Article 224-4.

**Article 3.** The present Federal Law shall take effect since the day of its official publication.

The provisions contained in Items 2 and 4 of Article 5, the first paragraph of Item 4 of Article 7 and in the eighth paragraph of Item 1 of Article 18 of the Law of the Russian Federation on the Protection of the Consumers' Rights, set forth in Article 1 of the present Federal Law, shall take

effect since the day of the approval of the appropriate lists by the Government of the Russian Federation.

The Government of the Russian Federation shall be instructed:  
to draft legal acts provided for by the [Law](#) of the Russian Federation on the Protection of the Consumers' Rights, set forth in [Article 1](#) of the present Federal Law;  
to bring its legal acts into conformity with the present Federal Law.

President  
of the Russian Federation  
Moscow, the Kremlin

Boris Yeltsin