

LAW OF THE REPUBLIC OF TAJIKISTAN "ON CONSUMERS' RIGHTS PROTECTION"

The present Law adjusts the attitudes arising between consumers and manufacturers, executors, sellers at sale of the goods (performance of works, rendering of services), establishes the rights of consumers to purchase of the goods (works, services) appropriate quality and safe for a life and health, reception of the information on the goods (works, services) and about their manufacturers (executors, sellers), provides the state and public protection of interests of consumers, and also is defined with the mechanism of realization of these rights.

I. GENERAL PROVISIONS

Article 1. Basic terms

The basic concepts used in the present Law:

- The consumer - the physical or legal person having intention to order or get or the ordering, getting or using goods (works, services) only for the personal, family, house and other needs which have been not connected with realization of enterprise activity;

- The manufacturer - the organization, irrespective of its organizational-legal form, and also the individual businessman, the making goods for realization to consumers;

- The executor - the organization, irrespective of its pattern of ownership, and also the individual businessman, performing works or rendering services to consumers on requital and to the gratuitous contract;

- The seller - the organization, irrespective of its organizational-legal form, and also the individual businessman, the realizing goods to consumers under the contract of sale and purchase;

- The commodity check - the coupon from cash department with a designation of requisites of the seller (manufacturer), the sum concerning the goods, its manufacture, storage, sale and purchase;

- The cash voucher - printed by means of the cash machine the coupon with the instruction of the received sum, date of sale, the name of the organization (the individual businessman), making the goods for realization;

- The standard - state standard, sanitary and building norms and rules and other normative documents which according to the law establish obligatory requirements to quality of the goods (works, services); Quality of goods (works and services) – the total appropriate characteristic of goods (works and services) relevant to his abilities to satisfy established and (or) supposed requirements of consumer (safety, functional convenience, operating characteristic, reliability, economical, informational aesthetic requirements and others).

- Quality of the goods (work, service) - set of corresponding characteristics of the goods (work, service), concerning its ability to satisfy established and (or)

prospective needs of the consumer (safety, functional suitability, operational characteristics, reliability, economic, information aesthetic requirements, etc.);

- A warranty period - calendar term (in months) or operating time (in hours, cycles of operations, kilometers of run, etc.), during which goods (the result of work, service) should correspond to all requirements to its quality, certain by way of, established by the legislation;

- Working life - the period after which the goods (result of work) is considered unsuitable for use to destination;

- Service life - the period during which the manufacturer (executor) undertakes to provide to the consumer an opportunity of use of the goods (result of work) to destination and guarantees safety of the goods (result of work) for a life, health of consumers, and also an environment;

- The period of storage - the period during which the goods (results of work or service), at observance of the established conditions of storage, keeps all the properties specified in the normative document, establishing requirements to quality of the goods (work, service), or in the contract;

- Lack of the goods (work, service) or the goods of inadequate quality - discrepancy of the goods (work, service) to the standard, treaty provisions or usually shown requirements to quality of the goods (work, service);

- Essential lack of the goods (work, service) - lack which does impossible or inadmissible use of the goods (work, service) according to its special-purpose designation either cannot be eliminated, or is shown again after elimination or for which elimination greater expenses or owing to which the consumer substantially loses that are required, on what it had the right to count at the conclusion of the contract;

- Safety of the goods (work, service) - safety of the goods (work, service) for a life, health, property of the consumer and an environment at its use, storage, transportation and recycling, and also safety of process of performance of work (rendering of service).

Article 2. The legislation of Republic Tajikistan in the field of protection of the rights of consumers

The legislation of Republic Tajikistan in the field of protection of the rights of consumers is based on the Constitution of Republic Tajikistan and consists of the present Law, other normative legal certificates of Republic Tajikistan, and also the international legal certificates recognized by Republic Tajikistan.

Article 3. The rights of the consumer

The consumer has the right on:

- Education in the field of protection of the rights of consumers;
- The information on the goods (works, services), and also about their manufacturers (executors, sellers);
- Safety of the goods (works, services);

- A free choice of the goods (works, services);
- Appropriate quality of the goods (works, services);
- Compensation in full the losses (harm), the goods caused owing to lacks (work, service);
- Protection of the rights;
- Creation of public associations of consumers.
- Representation of offers to the manufacturer (seller), on improvement of quality of the goods (works, services).

Article 4. Maintenance of the right of the consumer on education in the field of protection of the rights of consumers

The right of the consumer to education in the field of protection of the rights of consumers is provided by means of inclusion of questions on bases of consumer knowledge in programs of general educational establishments, and also by means of the organization of system of informing of the consumer about its rights and necessary actions on protection of these rights.

Article 5. The right of the consumer to a free choice of the goods (work, service)

The consumer has the right to a free choice of the goods (work, service) of appropriate quality during time convenient for it in view of an operating mode of the seller (the manufacturer, the executor).

The seller (the manufacturer, the executor) is obliged to assist the consumer in a free choice of the goods (work, service).

Privileges and advantages in trading, household and other kinds of service of consumers by way of, established can be given to separate categories of consumers the legislation of Republic Tajikistan.

The establishment of any other advantages, direct or indirect restrictions at a choice of the goods (work, service) is not supposed, except for advantages or the restrictions stipulated by the legislation of Republic Tajikistan.

Article 6. Quality and quantity of the goods (work, service)

The seller (manufacturer) is obliged to transfer the consumer the goods (to perform work to render service), quality and which quantity correspond to the contract.

At absence in the contract of conditions about quality of the goods (work,) the seller (executor) is obliged to transfer services to the consumer the goods (to perform work to render service), suitable for the purposes, for which goods (work, service) such is usually used.

If the seller (executor) at the conclusion of the contract has been advised by the consumer of specific goals of purchase of the goods (performance of work, rendering of service), the seller (executor) is obliged to transfer the consumer the

goods (to perform work to render service), suitable for use according to these purposes.

At sale of the goods on the sample and (or) to the description the seller is obliged to transfer the consumer the goods which corresponds to the sample and (or) to the description.

If the standard stipulates obligatory requirements to quality of the goods (work, service), the seller (executor) is obliged to transfer the consumer the goods (to perform work to render service), corresponding these requirements.

The consumer pays only quantity of the goods actually received by it (works, services).

The account of goods really received by the consumer (works, services), is provided with the seller (the manufacturer, the executor) under indications of weights, devices, tools, counters and other measuring devices, attorneys and branded the state bodies on standardization and metrology. Listed and other measuring devices of the individual account of quantity of the goods received by the consumer (works, services) are the property of the seller (the manufacturer, the executor) and by it are served.

If the seller (the manufacturer, the executor) has transferred the consumer smaller quantity of the goods (work, service), than is stipulated by the contract the seller (the manufacturer, the executor) is obliged if other is not stipulated by the contract to compensate completely the losses suffered at it by the consumer.

To provide in the contract the conditions worsening and limiting the rights of the consumer in comparison with established legislation, it is forbidden.

Article 7. The rights and duties of the manufacturer (the executor, the seller) on an establishment of service life, working life of the goods (work), and also a warranty period for the goods (work)

On the goods (work) intended for long use, the manufacturer (executor) has the right to establish service life.

The manufacturer (executor) is obliged to establish service life of the goods (work) of long using, including completing products (details, units, units) which after the certain period can represent danger to a life, health of the consumer to harm its property or an environment.

Service life of the goods (work) is estimated in time units, and also other units of measure (kilometers, meters and other), depending on applicability and properties of the goods (work, service).

On food stuffs, the perfumery-cosmetic goods, medicines, the goods of household chemical goods and other similar goods (works) the manufacturer (executor) is obliged to establish working life.

Sale of the goods (performance of work) after a target date of the validity, and also the goods (performance of work) on which there should be a target date of service or working life, but it is not established, it is forbidden.

Article 8. The right of the consumer to safety of the goods (work, service)

The consumer has the right to that the goods (work, service), at observance of the established rules of its use, storage, transportation and recycling was safe for a life, health of the consumer, an environment, and also did not harm property of the consumer.

Requirements which should provide safety of the goods (work, service) for a life and health of the consumer, an environment, and also prevention of causing of harm to property of the consumer, are obligatory and are established by the law.

The consumer has the right to informing through mass media about the goods (works, services), representing danger to its life, health, property and an environment due to the seller (the manufacturer, the executor).

The manufacturer (executor), is obliged to provide safety of the goods (work) during the established warranty period, service life or working life of the goods (work).

The harm, caused lives, to health or property of the consumer owing to not a safety of the goods (work), is a subject to compensation according to the legislation of Republic Tajikistan.

If for safety of use of the goods (work, service), its storages, transportation and recycling it is necessary to observe services special rules (further - rules), the manufacturer (executor) is obliged to specify these rules in the accompanying documentation on the goods (work, service), on a label, marks or a different way, and the seller (executor) is obliged to bring these corrected to the notice the consumer.

The goods (works, services) on which laws or standards, establish the obligatory requirements providing safety of a life, health of the consumer, preservation of the environment and prevention of causing of harm to property of the consumer, and also the means providing safety of a life and health of the consumer, are a subject to obligatory certification by way of, stipulated by laws and other normative legal certificates of Republic Tajikistan. The Inventory (works, services), subjects of obligatory certification, is defined by the Government of Republic Tajikistan.

Sale of the goods (performance of work, rendering of service), including the import goods (work, service), without the information on obligatory certification, and if necessary the sanitary-and-epidemiologic conclusion and conformity to the requirements specified in the sixth part of present article, and also without the alphanumeric information - a shaped code is not supposed.

If it is established, that at observance by the consumer of the established rules of use, storage or transportation of the goods (work), it causes or can harm a life, health and property of the consumer, an environment, the manufacturer (the executor, the seller) is obliged to suspend immediately its manufacture (realization) before elimination of the reasons of harm, and in necessary cases to arrange on its withdrawal from a turn and to a response from the consumer (consumers).

If the reasons of harm to eliminate it is impossible, the manufacturer (executor) is obliged to remove such goods (work, service) from manufacture. At default by the manufacturer (executor) of these obligations, removal of the goods

(work, services) from manufacture, withdrawal from a turn and a response from consumers are made under the instruction of the authorized state bodies which are carrying out the control over quality and safety of the goods (works, services).

The losses, caused to the consumer in connection with a response of the goods (work, service), are a subject to compensation by the manufacturer (executor) in full.

If it is established, that the seller (executor) realizes the goods (performs works), representing danger to a life, health and property of consumers, such goods (works) are a subject to withdrawal at the seller (executor) by way of, established by the law.

Article 9. The information on the goods (works, services)

The consumer has the right to demand, and the manufacturer (the executor, the seller) is obliged to give in due time to the consumer necessary and a trustworthy information about the goods (works, services), providing opportunity of a correct choice. By separate kinds of the goods (works, services) the list and ways of finishing of the information up to the consumer are established by the Government of Republic Tajikistan.

The information in the evident and accessible form is possible up to data of consumers at the conclusion of contracts of sale and purchase and contracts about performance of works (rendering of services) in the ways accepted in separate spheres of service of consumers, in the state and Russian languages.

The information on the goods (works, services) without fail should contain:

- Designations of standards, to which obligatory requirements there should correspond the goods (works, services), the registered (patented) trade mark or a service mark;

- Data on the basic consumer properties of the goods (works, services), and concerning food stuffs - data on structure (including the list of other food stuffs used during their manufacturing and food additives), about weight and about volume, about caloric content of food stuffs, about the maintenance in them of unhealthy substances in comparison with obligatory requirements of standards, and also contra-indications for application at separate kinds of diseases. The Inventory (works, services), the information about which should contain contra-indication for application at separate kinds of diseases, affirms the Government of Republic Tajikistan;

- The price and conditions of purchase of the goods (works, services);

- A warranty period if it is established;

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

- Service life and working life of the goods (works, services), established according to normative legal certificates of Republic Tajikistan, and also data on necessary actions of the consumer after the specified terms and possible consequences at default of such actions if the goods (works, services) after the

specified terms represent danger to a life, health and property of the consumer or become unsuitable for use to destination;

- The instruction on packing about a way of preparation of products of fast preparation (semifinished items);

- The location (the legal address), the company name (name) of the manufacturer (the executor, the seller) and the location of the organization (organizations) authorized by the manufacturer (seller) on acceptance of claims from consumers and making repair and maintenance service of the goods (work);

- Data on certification of the goods (works, services), subjects of obligatory certification, and also if necessary the information on the sanitary-and-epidemiologic conclusion;

- The information on rules of sale of the goods (performance of works, rendering of services);

- The instruction on the concrete person, who will perform work (to render service), and the information on it if it matters, proceeding from a functioning (service);

- The instruction on use of soundtracks at rendering entertaining services by executors of pieces of music.

If the goods got by the consumer was in the use or in it lack (lacks) was eliminated, the information on it should be given to the consumer.

The information stipulated by present article, is possible up to data of the consumer in the engineering specifications applied on the goods (to works, services), on labels marks or a different way accepted for separate kinds of the goods (works, services).

The information on certification of the goods (works, services), is represented in the form of marks when due hereunder a sign on conformity and the instruction in the engineering specifications of data on carrying out of certification and includes data on number of the certificate, term of its action and on the organization, its given out.

If the engineering specifications on the goods (characteristics sheet, the operation manual and others) are executed in foreign language presence of its translation on state or Russian is obligatory.

The food stuffs packed or packaged in territory of Republic Tajikistan should be supplied by the information on a place of their manufacturing.

Article 10. The information on the manufacturer (the executor, the seller)

The consumer has the right to demand granting necessary and a trustworthy information about the manufacturer (the executor, the seller).

The specified information in the evident and accessible form is possible up to data of consumers at the conclusion of contracts of sale and purchase and contracts about performance of works (rendering of services) in the ways accepted in separate spheres of service of consumers, in a state language, and in addition, under the discretion of the manufacturer (the executor, the seller), in Russian and in other languages.

The manufacturer (the executor, the seller) is obliged to inform of the consumer the company name (name) of the organization, a place of its finding (the legal address) and a mode of its work.

If the kind (kinds) of the activity which is carried out by the manufacturer (the executor, the seller), is a subject to licensing, the information on number of the license, term of its action, and also the information on the body which has given out this license should be given to the consumer.

The information stipulated by parts of third and fourth present article, should be brought to the notice of consumers also at realization of trade, household and other kinds of service of consumers in time premises, at fairs, from trays and in other cases if trade, household and other kinds of service of consumers are carried out outside of the constant location of the seller (executor).

Article 11. Operating mode of the seller (executor)

The operating mode of the state organizations of trade, household and other kinds of service of consumers is established under the decision of corresponding enforcement authorities on places.

The operating mode of not state organizations which carrying out activity in spheres trading, household and other kinds of service of consumers and have been not specified regarding first present article, and also individual businessmen, is defined by them in coordination with enforcement authorities on places.

The operating mode of the seller (executor) is possible up to data of consumers and should correspond to the established order.

For infringement of an operating mode of the state trading enterprise, household and other kinds of service, officials bear the responsibility established by the legislation of Republic Tajikistan.

Article 12. The responsibility of the manufacturer (the executor, the seller) for the inadequate information on the goods (work, service), about the manufacturer (the executor, the seller)

If to the consumer, at the conclusion of the contract, the opportunity immediately is not given to receive the information on the goods (work, service), it has the right to demand from the seller (executor) of the indemnification, caused by unreasonable evasion from the conclusion of the contract and if the contract is concluded, in reasonable term to terminate it and to demand return paid for the goods (work, service) the sum and compensation of other losses.

At cancellation of the contract the consumer is obliged to return the goods (result of work, service if it is possible on their character) to the seller (executor).

The seller (executor) who has not given to the buyer full and a trustworthy information about the goods (work, service), bears the responsibility stipulated by the present Law and the current legislation of Republic Tajikistan, for lacks of the goods (work, service), arisen after its transfer to the consumer owing to absence at it such information.

In case of causing harm of a life, to health and property of the consumer owing to not granting to it full and a trustworthy information about the goods (service), the consumer has the right to demand compensation of such harm stipulated by the present Law, including the full indemnification of the losses caused to natural objects, being in the property (possession) of the consumer.

Article 13. The responsibility of the seller (the manufacturer, the executor) for infringement of the rights of consumers

The seller (the manufacturer, the executor) bears the responsibility stipulated by the present Law, other normative legal certificates of Republic Tajikistan for infringement of the rights of the consumer or the contract.

If other is not established by the law, the losses, caused to the consumer, are a subject to compensation in the full sum over the penalty (penalty fee), established by the Law or the contract.

Payment of the penalty (penalty fee) and the indemnification do not release (the manufacturer, the executor) from execution of the obligations assigned to it before the consumer.

The seller (the manufacturer, the executor) is relieved from the responsibility for default or inadequate execution of obligations if will prove, that default of obligations or their inadequate execution has occurred owing to force majeure, and at absence of its fault.

Requirements of the consumer about payment of the penalty (penalty fee), stipulated by the law or the contract, are a subject to satisfaction the seller (the manufacturer, the executor) in the voluntary order.

At satisfaction court of requirements of the consumer established by the law, the court has the right to pass the decision on collecting from the seller (the manufacturer, the executor), the broken right of the consumer, the penalty at a rate of the price of the claim for non-observance of the voluntary order of satisfaction of requirements of the consumer.

Article 14. The property responsibility for the harm caused owing to lacks of the goods (work, service)

The harm, caused lives, to health or property of the consumer owing to constructive, industrial, reception or other lacks of the goods (work, service), is a subject to compensation in full.

The right to demand compensation of the harm caused owing to lacks of the goods (work, service), admits for any victim irrespective of, it consisted in contractual attitudes with the seller (executor) or not.

The harm, caused lives, to health or property of the consumer, is a subject to compensation if harm is caused during a target date of the validity or service life of the goods (works, services).

If on the goods (work) the manufacturer (executor) should be, according to normative legal certificates of Republic Tajikistan, a target date of service or working life, but it is not established, or the consumer to which the goods (is executed work) has been sold, has not been informed on necessary actions after service life or working life and possible consequences at default of the specified actions, harm is a subject to compensation, irrespective of time of its causing.

If according to the present Law the manufacturer (executor) has not established service life on the goods (work), harm is a subject to compensation in case of its causing within ten years from the date of transfer of the goods (work) to the consumer and if day of transfer to establish it is impossible, from the date of manufacturing the goods (the termination of performance of work).

The harm caused owing to lacks of the goods, is a subject to compensation by the seller of the goods.

The harm caused owing to lacks of work or service, is a subject to compensation by the executor.

The manufacturer (executor) bears the responsibility for the harm, caused lives, to health, an environment or property of the consumer in connection with use of materials, the equipment, tools and other means necessary for manufacture of the goods (performance of works, rendering of services) irrespective of, allowed to reveal a level of scientific and technical knowledge their special properties or not.

The manufacturer (the executor, the seller) is relieved from the responsibility if will prove, that harm is caused owing to force majeure or infringement by the consumer of the established rules of use, storage or transportation of the goods (work, service).

Article 15. Compensation of mental cruelty

Compensation of the mental cruelty, caused to the consumer owing to infringement by the manufacturer (the executor, the seller) the rights of the consumer stipulated by the legislation, is carried out tortfeasor at presence of its fault.

Compensation of mental cruelty is carried out irrespective of property harm a subject compensation. Compensation of moral harm is carried out in the monetary form.

The size of compensation of mental cruelty is defined by court.

Article 16. Invalidity of the treaty provisions striking the rights of the consumer

The treaty provisions striking the rights of the consumer and contradicting norms and rules, established by the legislation of Republic Tajikistan in the field of protection of the rights of consumers, admit void.

If as a result of the performance of treaty provisions striking the rights of the consumer, it had losses, they are a subject to compensation by the manufacturer (the executor, the seller) in full.

It is forbidden to cause purchase of one goods by obligatory purchase of other goods. The losses, caused to the consumer owing to infringement of its right to a free choice of the goods (works, services), are compensated by the seller (executor) in full.

The seller (executor) has not the right without consent of the consumer to perform additional works, services for a payment. The consumer has the right to refuse payment of such works (services) and if they are paid, the consumer has the right to demand from the seller (executor) of return of the paid sum.

Article 17. Judicial protection of the rights of consumers

Protection of the rights of the consumer stipulated by the legislation of Republic Tajikistan is carried out by court.

Claims are shown in court on a residence of the claimant either on the location of the respondent or in a place of causing of harm.

The authorized state bodies (their territorial managements), carrying out the control over quality and safety of the goods (works, services), local bodies of the government, public associations of consumers (their unions, associations) under the claims shown in interests of the consumer, group of consumers, a uncertain circle of consumers, are released from payment of a State Tax by way of, stipulated by the legislation of Republic Tajikistan.

II. PROTECTION OF THE RIGHTS OF CONSUMERS AT SALE OF THE GOODS

Article 18. Consequences of sale of the goods of inadequate quality

The consumer to which the goods of inadequate quality if it has not been stipulated by the seller is sold, has the right to demand at the choice:

- Replacements by the goods of similar mark (model, the article) or the goods of other mark (model, the article) with corresponding recalculation of a purchase price;
- Gratuitous elimination of lacks of the goods or the reimbursement for their elimination by the consumer or the third party;
- Cancellation of the contract of sale and purchase;
- Proportional reduction of a purchase price.

Thus the consumer has the right to demand also the full indemnification of the losses, caused to it owing to sale of the goods of inadequate quality.

The consumer has the right to demand replacement of technically complex or expensive goods in case of detection of essential lacks of the goods (essential infringement of requirements to its quality). The list of technically complex goods affirms the Government of Republic Tajikistan.

The requirements specified regarding first present article, are shown by the consumer to the seller or the organization which are carrying out functions of the seller on the basis of the contract of sale and purchase with it.

In case of detection of lacks of the goods, which property do not allow to eliminate these lacks, the consumer has the right to demand replacement of such goods by the goods of appropriate quality or proportional reduction of a purchase price at the choice or to terminate the contract.

The consumer has the right to return to the manufacturer the goods of inadequate quality and to demand return of the sum paid for it. At return to the consumer of the sum of money paid for the goods, the seller has not the right to keep from it the sum on which cost of the goods because of full or partial use of the goods has gone down, loss of a packaging by it or other similar circumstances.

Absence at the consumer of the document confirming the fact of purchase of the goods, is not the basis for refusal in satisfaction of its requirements.

For acknowledgement of the fact of purchase of the goods a testimony, elements of a packing material (container) in which there are the marks confirming can be used, that purchase of the goods was carried out at the given seller, and also documents and other means substantiation, purchases of the goods specifying realization at the given seller.

The seller (manufacturer) or carrying out functions of the seller (manufacturer) the organization, on the basis of the contract with it, are obliged to accept the goods of inadequate quality at the consumer, and in case of need to inspect quality of the goods.

At occurrence of dispute on the reasons of occurrence of lack of the goods the seller (manufacturer) or carrying out functions of the seller (manufacturer) the organization, on the basis of the contract with it, are obliged to examine the goods at own expense. And time of carrying out of examination the consumer should be informed on a place in writing. The consumer has the right to participate in quality check (carrying out of examination) goods personally or through the representative. The consumer has the right to challenge the conclusion of such examination in the judicial order.

Cost of examination is paid by the seller (manufacturer). If as a result of examination of the goods it is established, that, lacks have arisen after sale of the goods to the consumer owing to infringement of the established rules of use, storage or transportation of the goods, the consumer is obliged to compensate to the seller (to the manufacturer charges on carrying out of examination, and also the charges connected with its carrying out on transportation of the goods.

The seller (manufacturer) or carrying out functions of the seller (manufacturer) the organization, on the basis of the contract with it, is responsible for lacks of the goods on which the warranty period if the consumer will prove is not established, that they have arisen before transfer of the goods to the consumer or for the reasons which have arisen till this moment.

Concerning the goods on which the warranty period is established, the seller (manufacturer) or carrying out functions of the seller (manufacturer) the organization, on the basis of the contract with it, is responsible for lacks of the goods if will not prove, that they have arisen after transfer of the goods to the consumer owing to infringement by the consumer of rules of use, storage or transportations of the goods, actions of the third parties or force majeure.

In cases when the warranty period stipulated by the contract makes less than two years and lacks of the goods were found out by the consumer after a warranty period, but within the limits of two years from the date of transfer of the goods to the consumer, the seller bears the responsibility if the consumer will prove, that lacks of the goods have arisen before transfer of the goods to the consumer or for the reasons which have arisen till this moment.

Delivery of the large-sized goods and the goods in weight more than five kgs for repair, an estimation, replacement and return to their consumer are carried out by forces and due to the seller (manufacturer) or the organization which are carrying out functions of the seller (manufacturer), on the basis of the contract with it. In case of default of the given duty, and also at absence of the seller (manufacturer) or the organization which are carrying out functions of the seller (manufacturer) on the basis of the contract with it, delivery and return of the specified goods in the location of the consumer can be carried out by the consumer. Thus the seller (manufacturer) or the organization which is carrying out functions of the seller (manufacturer) on the basis of the contract with it, are obliged to refund the consumer, connected with delivery and return of the specified goods.

Article 19. Terms of presentation by the consumer of requirements concerning lacks of the goods

The consumer has the right to make stipulated by article 18 of the present Law of the demands to the seller or the manufacturer concerning lacks of the goods if they are found out during a warranty period or the working life established by the manufacturer.

Concerning the goods, on which warranty periods or working lives are not established, the consumer has the right to make the specified demands if lacks of the goods are found out within six months, but within the limits of two years from the date of transfer to their consumer if longer terms are not established by the law or the contract.

The warranty period of the goods is estimated from the date of transfer of the goods to the consumer if other is not stipulated by the contract. If day of transfer to establish it is impossible, these terms are estimated from the date of manufacturing the goods.

For the seasonal goods (footwear, clothes and other) these terms are estimated from the moment of approach of a corresponding season which term of approach is defined proceeding from climatic conditions of the location of consumers.

At sale of the goods on samples, by mail, and also in cases if the moment of the conclusion of the contract of sale and purchase and the moment of transfer of the goods to the consumer do not coincide, these terms are estimated from the date of delivery of the goods to the consumer. If the consumer, is deprived an opportunity to use the goods owing to the circumstances depending on the seller (in particular, the goods requires special installation, connection or assembly, in it there are lacks), the beginning of a warranty period comes from the moment of

elimination by the seller of such circumstances. If day of delivery, installation, connection, assembly of the goods, elimination of circumstances depending on the seller owing to which the consumer cannot use the goods to destination to define it is impossible, these terms are estimated from the date of the conclusion of the contract of sale and purchase.

Warranty periods can be established on completing products and components of the basic goods. Warranty periods for completing products and components are estimated in the same order, as a warranty period for the basic goods.

Warranty periods for completing products and components of the goods are considered equal to a warranty period for the basic product if other is not established by the contract.

In case on completing product or a component of the goods in the contract the warranty period of smaller duration, than a warranty period for the basic product is established, the consumer has the right to make the demands connected with lacks of the completing product or a component of the goods, at their detection during a warranty period for the basic product if other is not stipulated by the contract.

If on completing product the warranty period of greater duration, than a warranty period for the basic goods is established, the consumer has the right to make demands concerning lacks of the goods provided that lacks of a completing product are found out during a warranty period for this product, irrespective of the expiration of a warranty period for the basic goods.

In cases when the warranty period stipulated by the contract makes less than two years and lacks of the goods are found out by the consumer after a warranty period, but within the limits of two years, the consumer has the right to make to the seller (manufacturer) the demands stipulated by article 18 of the present Law if will prove, that lacks of the goods have arisen before its transfer to the consumer or for the reasons which have arisen till this moment.

In case of revealing essential lacks of the goods, including industrial, constructive, reception and other lacks which have been not connected with deterioration, ageing and other physical processes of the goods, the consumer has the right to make to the manufacturer the demands stipulated by article 18 of the present Law if will prove, that lacks have arisen before sale of the goods to the consumer or for the reasons which have arisen till this moment. The specified requirement can be shown, if lacks of the goods are found out after sale of the goods to the consumer, but within the limits of the service life established on the goods, or within ten years from the date of sale of the goods if service life is not established.

Article 20. Elimination of lacks of the goods by the manufacturer (seller)

The lacks which have been found out in the goods, should be eliminated by the manufacturer (seller) or the organization which is carrying out functions of the manufacturer (seller) on the basis of the contract with it, immediately, if the agreement of the parties other term of elimination of lacks is not established. The maximal term of elimination of lacks cannot exceed fourteen calendar days from

the date of presentation by the consumer of the requirement about elimination of lacks of the goods.

Concerning the goods of long using the manufacturer (seller) or the organization which is carrying out functions of the manufacturer (seller) on the basis of the contract with it, are obliged at presentation by the consumer of the specified requirement in three-day term gratuitously to give to the consumer for the period of repair the similar goods, having provided delivery at own expense. The Inventory of long using on which the specified requirement does not extend, established by the Government of Republic Tajikistan.

In case of elimination of lacks of the goods the warranty period for it is prolonged for the period during which the goods was not used.

The specified period is estimated from the date of the reference of the consumer with the requirement about elimination of lacks of the goods, about day of its delivery upon termination of repair.

At elimination of lacks of the goods by means of replacement of a completing product or a component of the basic goods on which warranty periods, for products new an accessory or a component of the basic product are established, the warranty period of the same duration is established, as on replaced and the warranty period is estimated from the date of delivery to the consumer of this goods upon termination of repair if the contract does not establish other order.

Article 21. Replacement of the goods of inadequate quality

In case of detection by the consumer of lacks of the goods and presentation of the requirement about replacement of such goods, the seller (manufacturer) is obliged to replace such goods immediately, and if necessary additional quality check of such goods by the seller (manufacturer) - to replace it within fourteen calendar days from the date of presentation of the specified requirement.

At absence at the seller (manufacturer) of the goods necessary for replacement, at date of presentation of the specified requirement, the seller (manufacturer) should replace such goods within a month from the date of presentation of the specified requirement. In case of absence at the seller (manufacturer) of the goods of the given model (mark, type, the article and likewise), on not dependent on it to the reasons - within a month from the date of presentation of the requirement by the consumer the seller (manufacturer) is obliged to give to it the similar goods of other model (mark, type of the article and likewise) with the consent of the consumer.

The goods of inadequate quality should be replaced on new, that is with the goods which is not was in the use.

At replacement of the goods the warranty period is estimated anew from the date of transfer of the goods to the consumer.

Article 22. Terms of satisfaction of separate requirements of the consumer

Requirements of the consumer about proportional reduction of a purchase price of the goods of inadequate quality, the reimbursement for elimination of lacks of the goods by the consumer or the third party, and also about the indemnification, caused to the consumer cancellation of the contract of sale and purchase (return of the goods of inadequate quality to the manufacturer), are a subject to satisfaction the seller (manufacturer) immediately. The maximal term for satisfaction of requirements of the consumer cannot exceed seven days from the date of presentation of the corresponding requirement, and if necessary, carrying out of examination - fourteen calendar days.

Article 23. The responsibility of the seller (manufacturer) for delay of performance of requirements of the consumer

For infringement stipulated by articles 20, 21 and 22 present Laws of terms, and also for default (a delay of performance) requirements of the consumer about granting to it for the period of repair (replacement) of the similar goods, the seller (manufacturer) or the organization which is carrying out functions of the manufacturer (seller) on the basis of the contract with it, admitted such infringements, pay to the consumer per every day of delay the penalty (penalty fee) at a rate of one percent of the price of the goods.

The price of the goods is defined proceeding from the price of the goods of similar model (mark, type, the article and to that similar), the penalty existing at the moment of payment by the seller the manufacturer) or at date of adjudication if the requirement has not been satisfied voluntary. If at date of sale of the goods to the consumer its price was above, than the price of the similar goods at the moment of payment of their penalty at date of adjudication the size of the penalty is defined proceeding from the price of the goods at date of its sale to the consumer.

In case of failure to meet requirements of the consumer in the terms stipulated by articles 20, 21 and 22 present Laws, the consumer has the right to make other demands established by article 18 of the present Law at the choice.

Article 24. Calculations with the consumer in case of purchase of the goods of inadequate quality by it

At replacement of the goods of inadequate quality by the goods of similar mark (model, the article) recalculation of the price of the goods is not made.

At replacement of the goods of inadequate quality by the same goods of other mark (model, the article) in case the price of the goods which is a subject replacement, below the price of the goods given in exchange, the consumer should pay in addition a difference in the prices. In case the price of the goods which is a subject replacement, above the price of the goods given in exchange, a difference in the prices is paid to the consumer.

In case of presentation by the consumer of the requirement about proportional reduction of a purchase price of the goods, in calculation the price of the goods at the moment of presentation by the consumer of the requirement about an

estimation and if it voluntary is not satisfied - at the moment of removal by court of the decision on proportional reduction of a purchase price is accepted.

At cancellation of the contract of sale and purchase the consumer has the right to demand return of the sum of money paid for the goods, and also compensation of a difference between by the goods, established by the contract, and by the corresponding goods at the moment of voluntary satisfaction of such requirement or if the requirement voluntary is not satisfied, at the moment of removal by court of the decision.

To consumers by which the goods has been sold on credit, in case of cancellation of the contract of sale and purchase the sum of money paid for the goods at a rate of the return of the goods of the credit extinguished to day comes back, and also the payment for granting of the credit is compensated.

Article 25. The right of the consumer to an exchange of the goods of appropriate quality

The consumer has the right within fourteen calendar days from the moment of transfer to it non grocery goods if longer term is not declared by the seller, to exchange the bought goods in a place of purchase or other places declared by the seller, for the similar goods of other size, the form, a dimension, a style, a coloring or a complete set, having made, in case of a difference in the price, necessary recalculation by the seller.

The requirement of the buyer about an exchange or return of the goods is a subject to satisfaction if the goods was not in the use, its consumer properties are kept and there are proofs of its purchase for the given seller.

The inventory, not a subject an exchange on the bases specified in present article, affirms the Government of Republic Tajikistan.

In case the similar goods is absent on sale in day of the reference of the consumer to the seller, the consumer has the right to return the got goods to the seller and to receive the sum of money paid for it.

III. Protection of the rights of consumers at performance of works (rendering of services)

Article 26. Terms of performance of works (rendering of services)

The executor is obliged to carry out performance of work (service) in the terms established by the contract about performance of works (rendering of services).

Term of performance of work (rendering of service) is defined date (the period of time) to which performance of work (rendering of service) should be finished or (and) date (the period of time) to which the executor should start performance of work (rendering of service).

In case performance of work (rendering of service) is carried out in parts (delivery of periodicals, maintenance service) during validity of the contract about

performance of works (rendering of services), should be provided corresponding terms (periods) of performance of such works (rendering of services).

Article 27. Consequences of infringement by the executor of terms of performance of works (rendering of services)

If the executor has broken terms of performance of work (rendering of service), terms of the beginning and the termination of performance of work (rendering of service) and intermediate terms of performance of work (rendering of service), or during performance of work (rendering of service) became obvious, that it will not be executed in time, the consumer at the choice has the right:

- To appoint to the executor new term during which the executor should start performance of work (rendering of service) and (or) to finish performance of work (rendering of service), and to demand reduction of the price for performance of work (rendering of service);

- To charge performance of work (rendering of service) to the third parties or to execute it by own strength and to demand from the executor of compensation of the suffered charges;

- To demand reduction of the price for performance of work (rendering of service);

- To terminate the contract about performance of work (rendering of service).

The consumer has the right to demand also the full indemnification of the losses, caused to it in connection with infringement of terms of performance of work (rendering of service).

The new terms of performance of work appointed by the consumer (rendering of service), are specified in the contract about performance of work (rendering of service).

In case of delay of new terms the consumer has the right to make to the executor other demands established by a part of first present article.

The price of performed work (rendered service), returned to the consumer at cancellation of the contract about performance of work (rendering of service), and also considered at reduction of the price of performed work (rendered service), is defined according to a part of third article 24 of the present Law.

At cancellation of the contract about performance of work (rendering of service) the executor has not the right to demand compensation of the expenses made during performance of work (rendering of service), and also a payment for performed work (rendered service), except for a case if the consumer has accepted performed work (rendered service).

In case of infringement of target dates of performance of work (rendering of service) or appointed by the consumer on the basis of a part of first present article of new terms the executor pays to the consumer per every day (hour, if term is certain in hours) delays the penalty (the penalty fee) at a rate of one percent of the price of performance of work (rendering of service) and if the price of performance of work (rendering of service) about performance of works (rendering of services) is not certain by the contract - a total price of the order.

By the contract about performance of works (rendering of services) between the consumer and the executor higher size of the penalty (penalty fee) can be established.

The requirements of the consumer established by a part of first present article, are not a subject to satisfaction if the executor will prove, that infringement of terms of performance of work (rendering of service) has occurred owing to force majeure or on fault of the consumer.

Article 28. The rights of the consumer at detection of lacks of performed work (rendered service)

The consumer at detection of lacks of performed work (rendered service) has the right to demand at the choice:

- Gratuitous elimination of lacks of performed work (rendered service);
- Corresponding reduction of the price of performed work (rendered service);
- Gratuitous manufacturing other thing or repeated performance of work (rendering of service);
- Compensation of the charges suffered by it on elimination of lacks of performed work (rendered service) by own strength or the third parties.

The satisfaction of requirements of the consumer about gratuitous elimination of lacks, about manufacturing other thing or about repeated performance of work (rendering of service) does not relieve from the executor of the responsibility in the form of the penalty for infringement of a termination date of performance of work (rendering of service).

The consumer has the right to terminate the contract about performance of work (rendering of service) and to demand the full indemnification of losses if in the term established by the specified contract lacks of performed work (rendered service) are not eliminated by the executor. The consumer also has the right to terminate the contract about performance of work (rendering of service) if it finds out essential lacks of performed work (rendered service) or other essential deviations from treaty provisions.

The consumer has the right to demand also the full indemnification of the losses, caused to it in connection with lacks of performed work (rendered service). Losses are compensated in the terms established for satisfaction of corresponding requirements of the consumer.

The requirements connected with lacks of performed work (rendered service), can be shown at acceptance of performed work (rendered service) or during performance of work (rendering of service) or if it is impossible to find out lacks at acceptance of performed work (rendered service), during the terms established by a part of sixth present article.

The consumer has the right to make the demands connected with lacks of performed work (rendered service) if they are found out during a warranty period and if it is not established, within the limits of two years from the date of acceptance of performed work (rendered service) or five years concerning lacks of a structure and other real estate.

The executor is responsible for lacks of work (service) on which the warranty period if the consumer will prove is not established, that they have arisen before its acceptance by it or for the reasons which have arisen till this moment.

Concerning work (service) on which the warranty period is established, the executor is responsible for its lacks if will not prove, that they have arisen after acceptance of work (service) by the consumer owing to infringement of rules of use of result of work (service) by it, actions of the third parties or force majeure.

In cases when the warranty period stipulated by the contract makes less than two years (five years on real estate) and lacks of work (service) are found out by the consumer after a warranty period, but within the limits of two years (five years on real estate), the consumer has the right to make the demands stipulated by a part of first present article if will prove, that such lacks have arisen before acceptance of result of work (service) by it or for the reasons which have arisen till this moment.

In case of revealing essential lacks of work (service) the consumer has the right to make to the executor the demand about gratuitous elimination of lacks if will prove, that lacks have arisen before acceptance of result of work (service) by it or for the reasons which have arisen till this moment. This requirement can be shown, if such lacks are found out after two years (five years concerning immovable (property) from the date of acceptance of result of work (service), but within the limits of established on result of work (service) of a warranty period or within ten years from the date of acceptance of result of work (service) by the consumer if the warranty period is not established. If the given requirement is not satisfied during established by the present Law of terms, or the lack found out by it is ineradicable, the consumer at the choice has the right to demand:

- Corresponding reduction of the price for performed work (rendered service);
- Compensation of the charges suffered by it on elimination of lacks of performed work (rendered service) by own strength or the third parties;
- Cancellation of the contract about performance of work (rendering of service) and the indemnification.

Article 29. Terms of elimination of lacks of performed work (rendered service)

Lacks of work (service) should be eliminated by the executor within fourteen calendar days if longer term is not stipulated by the agreement of the parties.

The executor pays for infringement of the terms of elimination of lacks of performed work stipulated by the present article (rendered service) to the consumer per every day of delay the penalty (penalty fee), at a rate of one percent of the price of performance of work.

In case of infringement of the specified terms the consumer has the right to make to the executor other demands stipulated by the present Law.

Article 29. Terms of satisfaction of separate requirements of the consumer

Requirements of the consumer about reduction of the price for performed work (rendered service), about the reimbursement on elimination of lacks of performed work (rendered service) by own strength or the third parties, and also about the indemnification, caused by cancellation of the contract about performance of work (rendering of service), stipulated by a part of first article 27 and parts of first and fourth article 28 of the present Law, are a subject to satisfaction in ten-day term from the date of presentation of the corresponding requirement.

Requirements of the consumer about gratuitous manufacturing other thing from a homogeneous material of the same quality or about repeated performance of work (rendering of service) are a subject to satisfaction in time, established for urgent performance of work (rendering of service) and in case this term is not established, in time, stipulated by the contract about performance of work (rendering of service) which improperly has been executed.

The executor pays for infringement of the terms of satisfaction of separate requirements of the consumer stipulated by the present article to the consumer per every day of delay the penalty (penalty fee) rate of one percent of the price of performance of work. By the contract about performance of works (rendering of services) between the consumer and the executor higher percent of the penalty can be established.

In case of infringement of the specified terms, the consumer has the right to make to the executor other demands stipulated by the present Law.

Article 31. The estimate on performance of work (rendering of service)

On performance of work (rendering of service), stipulated by the contract about performance of work (rendering of service), the firm either approximate estimate or accounting can be made.

Drawing up of such estimate at the customer's request or the executor necessarily.

The executor has the right to demand increase in the firm estimate at essential increase of cost of materials and the equipment, given by the executor, and also rendered to it the third parties of services during execution of the contract which could not be provided at the conclusion of the contract. At refusal of the consumer to execute this requirement the executor has the right to terminate the contract in the judicial order.

If there was a necessity of performance of additional works (rendering of additional services) and for this reason of essential excess of the approximate estimate, the executor is obliged to warn in due time about it the consumer. If the consumer has not agreed to excess of the approximate estimate, it has the right to refuse execution of the contract. In this case the executor can demand from the consumer of payment of the price for performed work (rendered service).

The executor who in due time has not warned the consumer about necessity of excess of the approximate estimate, is obliged to execute the contract, keeping the right to payment of work (service) within the limits of the approximate estimate.

In case of not uses of the paid money resources stipulated by the estimate or economically proved accounting for performed work (rendered service), the revealed difference in the price is a subject to return to the consumer.

Article 32. Performance of work from a material of the executor

The executor is obliged to perform the work certain by the contract about performance of work, from the material and the means if other is not stipulated by the contract.

The executor who has given a material for performance of work, is responsible for it's improperly quality by rules about the responsibility of the seller for the goods improperly qualities.

The material of the executor is paid by the consumer at the conclusion of the specified contract completely or at a rate of, specified in the contract about performance of work with a condition of final settlement at reception by the consumer of work performed by the executor if other procedure of payments for a material of the executor is not stipulated by the agreement of the parties.

In the cases stipulated by the contract about performance of work, the material can be given by the executor to the consumer on credit. The subsequent change of the price of the material of the executor given on credit does not entail recalculation.

The material of the executor and works necessary for performance means, tools and other are delivered to a place of performance of works by the executor.

Article 33. Performance of work from a material (with a thing) the consumer

If work is carried out in full or in part from a material (with a thing) the consumer, the executor is responsible for safety of this material (thing) and its economical use.

The executor is obliged:

- To warn the consumer about unfitness or poor qualities of the material (thing) transferred by the consumer;
- To present the report on an expenditure of a material and to return its rest or with the consent of the consumer to reduce the price (estimate) of work in view of cost of not used material which has remained the executor.

In case of full or partial loss (damage) of the material (thing) accepted from the consumer, the executor is obliged to replace in three-day term with its homogeneous material (thing) of similar quality and at will of the consumer to make a product of a homogeneous material (thing) in an agreed period, and at impossibility to compensate to the consumer, the double price lost (the damaged material, a thing), and also the charges suffered by the consumer.

The price of the lost (damaged) material (thing) is defined proceeding from the price of a material (thing) existed in that place in which the requirement of the consumer should be satisfied by the executor in day of voluntary satisfaction of such requirement or in day of adjudication if the requirement of the consumer voluntary has not been satisfied.

In the contract about performance of work or other document (receipts, the order), confirming its conclusion, should be specified the exact name, the description and the price of the material (thing), defined by the agreement of the parties.

The executor is relieved from the responsibility for full or partial loss (damage) of the material (thing) accepted by it from the consumer if will prove, that the consumer was warn it about special properties of a material (thing) which can cause its full or partial loss (damage). The executor is not relieved from the responsibility in the event that its level scientific and technical knowledge has not allowed to reveal special properties of a material (thing).

Article 34. Duty of executors to inform the consumer on circumstances which can affect quality of performed work (rendered service) or to entail impossibility of its end in time

The executor is obliged to inform in writing in due time the consumer that observance of instructions of the consumer and other circumstances depending on the consumer, can lower quality of performed work (rendered service) or to entail impossibility of its end in time.

If the consumer, despite of the duly and proved informing by the executor, in an agreed period will not replace a unsuitable or substandard material, will not change instructions on a way of performance of work (rendering of service) or will not eliminate other circumstances which can lower quality of performed work (rendered service), the executor has the right to terminate the contract about performance of work (rendering of service) and to demand compensation of the losses caused to it.

Article 35. The order of payment of performed work (rendered service)

The order of payment of performed work (rendered service) is defined by the contract between the consumer and the executor.

The consumer is obliged to pay performed by the executor in full work (rendered service) after its acceptance. With the consent of the consumer work (service) can be paid by it at the conclusion of the contract in the full size or by delivery of advance payment.

Article 36. Rules household and other kinds of service of consumers

Rules household and other kinds of service of consumers (a rule of performance of separate kinds of works and a rule of rendering of separate kinds of services) affirm the Government of Republic Tajikistan.

Article 37. Regulation of rendering of separate kinds of services

Consequences of infringement of conditions of contracts about rendering separate kinds of services if such agreements on the character do not fall under action of the present Law, are defined by the legislation of Republic Tajikistan.

IV. THE STATE AND PUBLIC PROTECTION CUSTOMS OF CONSUMERS

Article 38. Powers of the state antimonopoly body

The control over observance of the legislation on protection of the rights of consumers carries out the state antimonopoly body (further - antimonopoly body).

The antimonopoly body directs:

- Instructions to manufacturers (to executors, sellers) about the termination of infringements of the rights of consumers, including about the termination of sale of the goods with expired working life, and also about the termination of sale of the goods (performance of works) on which there should be target dates of the validity, but are not established, and about stay of sale of the goods (performance of works, rendering of services) at absence of the authentic and sufficient information on the goods (work, service);

- Materials about infringement of the rights of consumers in the body which has licensed realization of the corresponding kind of activity, for the decision of a question on stay of action of the given license or on its preschedule cancellation;

- In bodies of Office of Public Prosecutor, other law enforcement bodies on jurisdiction materials for the decision of questions on excitation of criminal cases to attributes of the crimes connected with infringement of the rights stipulated by the law of consumers.

The antimonopoly body has the right to address in court in protection of the rights of consumers in cases of detection of infringements of the rights of consumers, to show claims in courts in interests of a uncertain circle of consumers, including about the termination of activity of the manufacturer (the executor, the seller) or the individual businessman, for numerous or rough infringement established by the law or other standard-legal certificate of the rights of consumers and also to show claims in court to individual businessmen about compulsory collecting penalties for evasion from execution of instructions or for their untimely execution.

The antimonopoly body can be got court to take part during or enter process under the initiative for a summer residence of the conclusion on business, with a view of protection of the rights of consumers.

Article 39. Powers of the state bodies which are carrying out the control over quality and safety of the goods (works, services)

With a view of a safety of the goods (works, services) body on standardization, quality and trading inspection, body of sanitary-and-epidemiologic supervision, body on examination and certifications of pharmaceutical production and the goods of medical purpose, body on preservation of the environment and natural resources and other state bodies which are carrying out the control over quality and safety of the goods (works, services), within the limits of the competence:

- Carry out the control over observance of requirements to safety of the goods (works, services);

- Direct instructions about elimination of infringements of requirements to safety of the goods (works, services), requirements about removal from manufacture of such goods (works, services), the termination of release and sale of such goods (performance of works, rendering of services), the termination of sale of the goods with expired working lives, and also requirements about stay of sale of the goods (performance of works, rendering of services) at absence of the authentic and sufficient information on the goods (works, services), about their response from consumers and informing on it consumers;

- Show claims in court to manufacturers (to executors, sellers) in case of infringement of requirements by them to safety of the goods (works, services).

Coordination of activity of the state bodies which are carrying out the control over quality and safety of the goods (works, services), and also the organization and work on obligatory acknowledgement of conformity of the goods (works, services) to the established requirements, are assigned to the authorized body on standardization, quality and trading inspection.

The authorized body on standardization, quality and trading inspection of Republic Tajikistan, within the limits of the powers, carries out following functions:

- Defines the order of certification of the goods (works, services);

- Will accredit bodies on certification of concrete kinds of the goods (works, services), and also test laboratories (centers) for carrying out of corresponding tests;

- Carries out the control over correctness of carrying out of certification of the goods (works, services);

- Conducts the state register of the certificated goods (works, services), the accredited bodies on certification, test laboratories (centers);

- Makes of the decision on a recognition of the certificates which have been given out by foreign and international bodies, represents Republic Tajikistan in mutual relations with the foreign and international organizations concerning certification of the goods (works, services).

Article 40. The sanctions imposed by antimonopoly body, body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services)

The antimonopoly body has the right to impose the penalty on the manufacturer (the executor, the seller) for evasion from execution or for untimely execution of its lawful instructions about the termination of infringements of the rights of consumers till hundred minimal sizes of wages.

The penalty is imposed by the official of antimonopoly body.

The body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services), within the limits of the competence has the right to impose the penalty in cases:

- Evasion from execution or untimely execution of their lawful instructions by the manufacturer (the executor, the seller) till hundred minimal sizes of wages;

- Causing damage to consumers the goods (works, services), not meeting the requirements, shown to safety of the goods (works, services, till hundred minimal sizes of wages;

- Sales of the goods (performance of works, rendering of services), including import, without documents on carrying out of obligatory acknowledgement of conformity of the goods (works, services), to obligatory requirements of standards, - at a rate of cost of the sold goods (the executed works, the rendered services);

- Infringement of rules of obligatory acknowledgement of conformity of the goods (works, services) bodies on certifications, and also granting by test laboratories (centers) of doubtful results of tests of the goods (works, services) at obligatory acknowledgement of their conformity - at a rate of double cost of the executed works (the rendered services) on acknowledgement of conformity.

The sizes of the penalties stipulated by present article, in each concrete case are defined in view of the size of the caused damage and other circumstances. Penalties are paid in 30-days term from the date of removal of decisions on their collecting.

The penalties stipulated by present article and imposed on individual businessmen, are collected according to the legislation of Republic Tajikistan.

The sums of the penalties collected according to the present Law, go to the state budget.

Manufacturers (executors, sellers) the goods (works, services), bodies on certifications, test laboratories (centers) have the right to address in court with applications for a recognition void in full or in part instructions of antimonopoly body, body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services), or a canceling or about change of corresponding decisions about imposing penalties.

Instructions and decisions about imposing penalties can be appealed against within ten days from the date of their removal.

Article 41. Realization of protection of the rights of consumers by local agencies of the government

With a view of protection of the rights of consumers at local agencies of the government corresponding structures, which are formed:

- Consider complaints of consumers, advise them concerning protection of the rights of consumers;
- Analyze agreements, concluded by sellers (executors, manufacturers) with consumers, with a view of revealing the conditions striking the rights of consumers;
- At revealing the goods (works, services) inadequate quality, and also dangerous to a life, health, property of consumers and environments immediately inform on it enforcement authorities,

Carrying out the control over quality and safety of the goods (works, services);

- In cases of revealing of sale of the goods (performance of works, rendering of services), not accompanied authentic and sufficient information, or with the delayed working lives, or without working lives if an establishment of these terms necessarily, stop sale of the goods (performance of works, rendering of services) before granting the information or stop sale of the goods (performance of works, rendering of services);

- Address in court in protection of the rights of consumers (a uncertain circle of consumers).

Article 42. The rights of public associations of consumers (their associations, the unions)

Citizens have the right to be united on a voluntary basis in public associations of consumers (their associations, the unions).

Public associations of consumers (their associations, the unions) in the cases stipulated by charters of specified associations (their associations, the unions), have the right:

- To participate in development of requirements to safety of the goods (works, services), and also the standards establishing obligatory requirements in this area, projects of laws and other normative legal certificates adjusting the attitudes in the field of protection of the rights of consumers;

- To spend an independent expert appraisal of quality and safety of the goods (works, services) under orders to the corresponding organizations or at presence of own laboratories under condition of their accreditation on technical competence corresponding bodies;

- To check observance of the rights of consumers and rules trading, household and other kinds of service of consumers to participate on behalf of consumers at carrying out of examinations on the facts of infringement of the rights of consumers;

- To bring in state bodies and the organizations of the offer on improvement of quality of the goods (works, services), to removal from manufacture, withdrawal from a turn of the goods (works, services), dangerous to a life, health, property of consumers and an environment;

- To participate together with state bodies in control of application of controlled prices, to spend an independent expert appraisal of the tariffs established by the state bodies on services, rendered to the population (consumers);

- To represent to bodies of Office of Public Prosecutor and state bodies materials about attraction to the responsibility of the persons guilty of release and realization of the goods (performance of works, rendering of services), mismatching to the established requirements to safety and quality of the goods (works, services), and also in infringement of the rights of consumers;

- To address in bodies of Office of Public Prosecutor with requests to bring protests about a recognition void certificates of state bodies and certificates of the institutions of local government contradicting laws, adjusting attitudes in the field of protection of the rights of consumers;

- To address in courts in protection of the rights of consumers (a uncertain circle of consumers).

Article 43. Protection of interests of an uncertain circle of consumers

The antimonopoly body, bodies, the executive authority, carrying out the control over quality and safety of the goods (works, services), have the right to show claims in court about a recognition of actions of sellers (manufacturers, executors) or the organizations which are carrying out functions of sellers (manufacturers) on the basis of contracts with them, illegal concerning a uncertain circle of consumers and the termination of these actions.

At satisfaction of such claim court obliges the offender to finish in the term established by court through mass media or a different way to data of consumers the decision of court.

The decision which has entered validity of court on a recognition of actions of the seller (the manufacturer, the executor) or the organization which are carrying out functions of the seller (manufacturer) on the basis of the contract with it, illegal, concerning a uncertain circle of consumers, is obligatory for the court considering the claim of the consumer about civil-legal consequences of actions of the seller (the manufacturer, the executor), or the organization which are carrying out functions of the seller (manufacturer) on the basis of the contract with it, concerning, whether these actions took a place and whether they are accomplished by the given persons.

Article 44. About a recognition become invalid the Law of Republic Tajikistan “About protection of the rights of consumers” .

To recognize become invalid the Law of Republic Tajikistan from May, 15th, 1997 "About protection of the rights of consumers» (Akhbori Majlisi Oli Republic of Tajikistan, 1997, № 10, article 135).

Article 45. The order of introduction in action of the present Law

The present Law to commission after its official publication.

President of the Republic of Tajikistan
Dushanbe, December 9, 2004, № 72

I. RAKHMONOV