

**REPUBLIC OF ALBANIA
THE ASSEMBLY**

LAW

Nr.9902, date 17.4.2008

ON CONSUMER PROTECTION

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

**THE ASSEMBLY
OF THE REPUBLIC OF ALBANIA**

DECIDED:

**PART I
GENERAL PROVISIONS**

Article 1

Object

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

Article 2

Scope

This law is applicable to all relationships between traders and consumers, regarding consumer goods or services, without prejudice to the provisions of special laws.

Article 3

Definitions

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

1. "Unit Price of good" is the final price, including VAT and all other taxes, for one kilogramme, one litre, one metre, one square metre, one cubic metre or a different single unit, piece of legal units measures used in Albanian Republic, concerned in the marketing of specific products. When the use of the above mentioned units is not permitted from the nature of goods, unit price shall be considered the price for the product sold by individual item or singly.
2. "Selling price of good" is the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes.
3. "Contractual Guaranty" means any undertaking by the seller or producer to the consumer given without extra charge to reimburse the price paid or to replace, or repair the product in order to put this in conformity with the specifications set out in the contractual guaranty statement or in relevant advertisement.

4. "Placing on the market" means the initial moment when a good is available in Albanian market,
5. "Make available" is a supply in Albanian market of any products by way of the trade chain which is intended for supply, consume, or use with or without payment.
6. "Consumer" is any natural person, who is acting for purposes not related to trade, business or exercise of its profession. In the meaning of this law, the non-profitable organizations are also considered as consumers.
7. "Consumer good", hereinafter as good, - including a good used in the context of providing a service - shall mean any movable or immovable item which is intend for consumers or likely to be used by consumers, under reasonably foreseeable conditions, to be used by consumers even if not intended for them, and is supplied or made available, whether for consideration or not, in the course of an economic activity, whether new, used or reconditioned.
8. "Reserved goods" are goods separated from the other goods by the seller, to be served to specified categories of persons for which the seller is expressed preliminarily.
9. "Delivery of good", is the taking in physical possession of the goods by the consumer, but the parties can agree otherwise.
10. "Slogan" is the motto, which accompanies the message of the publication or the notification.
11. "Advertising" making of a representation is any form in connection a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, rights and obligations.
12. "Advertisers" are producers, sellers or service providers that advertise their goods or services.
13. "Service" are the services determined to be offered to the consumers, by any foreseen manner in the Civil Code.
14. "Trader" means any natural or legal person who is acting for purposes relating to his economic activity, trade, business, craft or profession and anyone acting in the name or on behalf of a trader
15. "Commercial practices" means any act, omission, course of conduct or representation, commercial communication including advertisement and marketing, by a trader, directly connected with the promotion, sale or supply of a product to consumers;
16. "Code of conduct" means an agreement or set of rules not imposed by law, regulation or administrative provision, which defines the behavior of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors.
17. "Producer" means any natural or legal person, according to the relevant definition of the law no. 9779, date 16.7.2007 "On general product safety, essential requirements and conformity assessment for non food products".
18. "Promotional sale" means a selling of a certain quantity of goods by a producer, at a specific time and place, and at a price which is lower than the price of that good in regular sale.

Article 4

Consumer rights

The basic rights of the consumers are:

- a) the right of protection of health, environment, and safety of life

- b) the right of protection of economic interests
- c) the right to complain
- d) the right to claim compensation
- e) the right to education
- f) the right to acquire information informing
- g) the right to access public services
- h) the right of legal defence
- i) the right of being organized in associations or unions aiming the protection of consumers' interests and of representation in decision-taking bodies.

PART II

CONSUMER SAFETY

Article 5

General safety requirements

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

Article 6

Producer's Liability

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

PART III

CONSUMER INFORMATION

Article 7

General obligation to inform

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

Article 8

Labelling

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

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

Article 9

Price indication

1. Any good offered to consumers shall indicate the sale price:
 - a) for packed products, the price on packed quantity and per unit price shall be given
 - b) for not pre-packed products, which are measured in the presence of the consumer is sufficient price per unit.
 - c) For the goods referred to point 1/b of this article is obligatory the use of the measurement instruments,
 - d) in cases when per unit price of goods is the same with the final selling price, selling final price is sufficient.
2. For all services offered to the consumers is obligatory indication of the final price of the service. If the service is composed of different separate parts, the price of each price as well as the final price should be given. If there is no final price at the time of the conclusion of the contract, the method of how the method calculated price, must be indicated by the service provider.
3. Any price indicated shall be unambiguous, easily identifiable and clearly legible.
4. Sales price of goods and services shall be given only in national currency.
5. The items of this article, except item 4, are not apply to goods and services obtained through auction, and to the sale of antiquaries and artworks.

Article 10

Receipts

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

Article 11

Wrapping of good

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

Article 12

Language obligation

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

PART IV

MARKETING PRACTICES

CHAPTER I

UNFAIR COMMERCIAL PRACTICES

Article 13

Prohibition of unfair commercial practices

1. A commercial practice shall be unfair if:
 - a) it is contrary to the requirements of the standards of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader's field of activity,
 - b) it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.
2. Commercial practices which are likely to materially distort the economic behavior only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group.
3. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.
4. In particular, commercial practices shall be unfair which:
 - a) are misleading as set out in Articles 14, 15 and 17/A, or
 - b) are aggressive as set out in Articles 16 and 17/B.
5. Unfair commercial practices shall be prohibited.

Article 14

Misleading practices

1. A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise:
 - a) the existence or nature of the product;
 - b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;
 - c) the main characteristics of the service, such as its availability, benefits, risks, execution, accessories, customer assistance and complaint handling, supply, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be

expected from its use, or the results and material features of tests or checks carried out on the service;

- d) the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product;
 - e) the price or the manner in which the price is calculated, or the existence of a specific price advantage;
 - f) the need for a service, part, replacement or repair;
 - g) the nature, attributes and rights of the trader or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or intellectual property rights or his awards and distinctions;
 - h) the consumer's rights,
2. A commercial practice shall also be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:
- a) any marketing of a product, including comparative advertising, which creates confusion with any products, trade marks, trade names or other distinguishing marks of a competitor;
 - b) non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where:
 - i. the commitment is not aspirational but is firm and is capable of being verified,
 - ii. the trader indicates in a commercial practice that he is bound by the code.

Article 15

Misleading omissions

1. A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.
2. It shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.
3. Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted.
4. In the case of an invitation to purchase, the following information shall be regarded as material, if not already apparent from the context:
 - a) the main characteristics of the product, to an extent appropriate to the medium and the product;

- b) the geographical address and the identity of the trader, such as his trading name and, where applicable, the geographical address and the identity of the trader on whose behalf he is acting;
- c) the price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
- d) the arrangements for payment, delivery, performance and the complaint handling policy, if they depart from the requirements of professional diligence;
- e) for products and transactions involving a right of withdrawal or cancellation, the existence of such a right.

Article 16

Aggressive commercial practices

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

Article 17

Unfair commercial practices

- 1. The following commercial practices which are in all circumstances considered unfair:
 - A. Misleading commercial practices
 - 1. Claiming to be a signatory to a code of conduct when the trader is not.
 - 2. Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
 - 3. Claiming that a code of conduct has an endorsement from a public or other body which it does not have.

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

20. Describing a product as "gratis", "free", "without charge" or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.
21. Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not.
22. Falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.
23. Creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold.

B. Aggressive commercial practices

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

Article 18

Display of trader's data

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

Article 19

Rebates

1. In the cases of rebates, clear information must be given about goods or services that are covered by this rebate, as well as about the conditions and period of rebate.
2. Selling price of goods or services, before and after rebate, shall be indicated unambiguous, easily identifiable and clearly legible.
3. When a rebate is applied because, the goods are near the termination of the period of use, or because of defects, the concerned goods must be separated from other ones.

Article 20

Promotional sales

The goods defined for the promotional sale shall bear a clear, visible and legible designation contains the words “promotion” or “promotional sale”.

Article 21

Special offers

Any comparison referring to a special offer made by the same trader shall indicate in a clear and unequivocal way the date on which the offer ends, and, where the special offer has not yet begun, the date of the start of the period during which the special price or specific conditions shall apply. The advertisement has to indicate, that the special offer is related to the availability of the good and services that can be provided.

CHAPTER II

ADVERTISEMENT

Article 22

Use of language

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

Article 23

Misleading advertisement

1. Misleading advertising means any advertising which in any way, including its presentation, deceives or is likely to deceive the persons to whom it is addressed or whom it reaches and which, by reason of its deceptive nature, is likely to affect their economic behaviour or which, for those reasons, injures or is likely to injure a competitor.
2. In determining whether advertising is misleading, account shall be taken of all its features, and in particular of any information it contains concerning:
 - a) the characteristics of goods or services, such as their availability, nature, execution, composition, method and date of manufacture or provision, fitness for purpose, uses, quantity, specification, geographical or commercial origin or the results to be expected from their use, or the results and material features of tests or checks carried out on the goods or services;

- b) the price or the manner in which the price is calculated, and the conditions on which the goods are supplied or the services provided;
- c) the nature, attributes and rights of the advertiser, such as his identity and assets, his qualifications and ownership of industrial, commercial or intellectual property rights or his awards and distinctions.

Article 24

Unfair advertisement

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

Article 25

Comparative advertisement

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

Article 26

Liability

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

CHAPTER I

UNFAIR TERMS IN CONSUMER CONTRACTS

Article 27

Unfair terms

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

particularly in the context of a pre-formulated standard contract.

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

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

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

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

- latter's agreement;
- q) excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should lie with another party to the contract.

Article 28

Transparency

1. In the case of contracts where all or certain terms offered to the consumer are in writing, these terms must always be drafted in plain, intelligible language. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.
2. In the case of the unfair terms, it will consider null from the time when the contract was concluded. The other contractual terms shall continue to bind the parties upon those terms if it is capable of continuing in existence without the unfair terms.

CHAPTER II

CONFORMITY WITH THE CONTRACT

Article 29

Conformity with the contract

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

Article 30

Time limits

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

Article 31

Consumer remedies

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

Article 32

Contractual guarantees

1. Any contractual guarantee statement will not deprive the consumer from the rights that he is entitled to under articles 30, 31 and 32.
2. The seller is obliged to fill in the guarantee statement and to give it to the consumer.

3. The guarantee statement shall be given to the consumer in Albanian language. The guarantee shall be written in plain and intelligible language, as well as contain necessary data- name of goods and services, name and address of the guarantor, time limit and the territorial scope of the guarantee.

Article 33

After sales obligations

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

PART VI

PARTICULAR SELLING AND SUPPLYING METHODS

CHAPTER I

CONTRACTS CONCLUDED AWAY FROM BUSINESS PREMISES AND OBLIGATIONS

Article 34

Contracts concluded away from business premises

1. The contract under which a trader supplies goods or services to a consumer not less than 7000 lek are concluded away from business premises when:
 - a) during an excursion organized by the trader away from his business premises, or
 - b) during a visit by a trader to the consumer's home or to the consumer's place of work; where the visit does not take place at the express request of the consumer
2. The contract shall not apply to:
 - a) contracts for the construction, sale and rental of immovable property or contracts concerning other rights relating to immovable property.
 - b) contracts for the supply of foodstuffs or beverages or other goods intended for current consumption in the household and supplied by regular roundsmen.

Article 35

General and particular obligations

1. In the case of contracts concluded away from business premises within the scope of Article 34, the consumer will be granted the right to renounce the effects of his undertaking within a period of fourteen days from the day after the day when the contract was concluded. The consumer shall notify the trader for its decision to renounce from contract before the end of such period.
2. The giving of the notice according to item 1, shall have the effect of releasing the consumer from obligations of the contract.
3. The trader is required to give consumers, given in an intelligible and clear manner, written notice of their right of withdrawal, together with any other relevant information.

CHAPTER II

DISTANCE CONTRACTS AND OBLIGATIONS

Article 36

Distance contracts

1. Distance contract means any contract concerning goods or services concluded between a supplier and a consumer under an organized distance sales or service-provision scheme run by the supplier, who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded;
2. Means of distance communication means any means which, without the simultaneous physical presence of the supplier and the consumer, may be used for the conclusion of a contract between those parties, such as: letter, printed matter, press advertisement with order form, catalogues, electronic mail, electronic commerce, facsimile machine, telephone and television.
3. This chapter shall not apply to contracts:
 - a) concluded by means of automatic vending machines or automated commercial premises,
 - b) concluded with telecommunications operators through the use of public payphones,
 - c) concluded for the construction and sale of immovable property or relating to other immovable property rights, except for rental,
 - d) concluded at an auction.
 - e) to contracts for the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to the home of the consumer, to his residence or to his workplace by regular roundsmen,
 - f) to contracts for the provision of accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period;

Article 37

General and particular obligations

2. In good time prior to the conclusion of any distance contract within the scope of application of Article 36, the consumer shall be provided with all relevant information, given in an intelligible and clear manner, regarding the identity of the trader, the main characteristics of the goods and services, the price to be paid and other costs applicable, the arrangements concerning delivery and payment, the conditions upon which the good can be returned or the service can be refused, the period for which the offer remains valid, and the right of consumer to withdraw from the contract within the period indicated in paragraph 3 of this Article.
3. The consumer must receive written confirmation from the trader, in good time during the performance of the contract and at the latest at the time of delivery of the good, of at least the following information:
 - a) the conditions and procedures for exercising his right of withdrawal from the contract;
 - b) the geographical address to which the consumer may address any complaints;
 - c) after-sales services and guarantees which exist;
 - d) the conclusion for cancelling the contract where it is of unspecified duration or a duration exceeding one year.
4. The consumer has the right to withdraw from the contract without penalty and without giving any reason, within a period of fourteen calendar days, starting from the day of delivery of the goods or conclusion of the contract to provide service if the service is not provided within this period.
5. If the price of goods or services is fully or partly covered by credit granted by the trader, or if the price is fully or partly covered by credit granted to the consumer by a third party on the basis of an agreement between the third party and the trader, the credit agreement shall be cancelled, without any penalty, if the consumer exercises his right to withdraw from the contract in accordance with paragraph 3.
6. The trader must execute the order received from the consumer within a maximum of 30 days from the day following that on which the consumer forwarded his order to the supplier.
7. The consumer is entitled to request cancellation of a payment where fraudulent use has been made of his payment card in connection with a distance contract, and also to be re-credited with the sums paid or have them returned.

Article 38

Unsolicited supply

1. The supply of goods or services to a consumer without their being ordered by the consumer beforehand, where such supply involves a demand for payment, is prohibited.
2. In case of unsolicited supply, the consumer is exempt from the provision of any consideration and from the obligation to take any action, including the return of the goods, the absence of response from the consumer not constituting consent.

Article 39

Restrictions on the use of certain means of distance communication

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

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

PART VII

PARTICULAR CONTRACTS

CHAPTER I

SUPPLY OF ENERGY, SUPPLY OF WATER AND TELECOMMUNICATION SERVICES

Article 40

Manner of invoicing

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

Article 41

Obligations of traders

1. The trader shall guaranty safety, quality and continuity of the supply

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

CHAPTER II

TIME-SHARE CONTRACTS

Article 42

The meaning of time share contract

Contract relating directly or indirectly to the purchase of the right to use one or more immovable properties on a timeshare basis, shall mean any contract or group of contracts concluded for at least three years under which, directly or indirectly, on payment of a certain global price, a real property right or any other right relating to the use of one or more immovable properties for a specified or specifiable period of the year, which may not be less than one week, is established or is the subject of a transfer or an undertaking to transfer.

Article 43

General annunciation

1. In good time prior to the conclusion of a time-share contract, the consumer shall be provided with all relevant information, given in an intelligible and clear manner, regarding in particular the identity of the trader, the exact nature of the right which is the subject of the contract and a term setting out the conditions governing the exercise of that right, the property and its location, the state of completion of a property under construction and the deadline and guarantee related with its completion, the common services, involving lighting, water, maintenance, that are or will be available, common facilities, property maintenance and management arrangements, the price to be paid and all additional costs, and information on the right to withdraw from the contract within the period indicated in paragraph 5 of this Article.
2. The information in paragraph 1 of this Article shall be included in the contract.
3. In addition, the contract will include, in an intelligible and clear manner, the most relevant terms for the consumer, among which the following ones:
 - a) the exact period within which the right which is the subject of the contract may be exercised and, if necessary, its duration;
 - b) the date on which the consumer may start to exercise the contractual right;
 - c) whether or not it is possible to join a scheme for the exchange or resale of the contractual rights organized by the trader or by a third party designated by him in the contract.
 - d) a term stating that the acquisition will not result in costs, charges or obligations other than those specified in the contract.
 - e) the date and place of each party's signing of the contract.
4. When the property is located in a foreign country, the trader must provide the consumer with a certified and notarized translation of the contract in Albanian language.
5. The consumer has the right to withdraw from the contract without penalty and without giving any reason, within a period of fourteen calendar days, starting from the day of both parties signing the contract or of both parties signing a binding preliminary contract.
6. Any advance payments by a consumer before the end of the period during which he may exercise the right of withdrawal are prohibited.

7. If the price to be paid under the timeshare contract is fully or partly covered by credit granted by the trader, or if the price is fully or partly covered by credit granted to the consumer by a third party on the basis of an agreement between the third party and the trader, the credit agreement shall be cancelled, without any penalty, if the consumer exercises his right to withdraw from the contract in accordance with paragraph 5.

CHAPTER III

CONSUMER CREDIT AND OBLIGATIONS

Article 44

Consumer credit

1. Credit agreement means an agreement whereby a creditor grants or promises to grant to a consumer a credit in the form of a deferred payment, a loan or other similar financial accommodation.
2. Agreements for the provision on a continuing basis of a service or for the supply of goods of the same kind and in the same quantity, where the consumer has the right to pay for them, for the duration of their provision, by means of instalments, are not deemed to be credit agreements for the purpose of this Directive;
3. The provisions shall not apply to:
 - a) credit agreements or agreements promising to grant credit:
 - i. intended primarily for the purpose of acquiring or retaining property rights in land or in an existing or projected building,
 - ii. intended for the purpose of renovating or improving a building as such;
 - b) hiring agreements except where these provide that the title will pass ultimately to the hirer;
 - c) credit granted or made available without payment of interest or any other charge;
 - d) credit agreements under which no interest is charged provided the consumer agrees to repay the credit in a single payment;
 - e) credit agreements involving a total amount of credit exceeding 6 000 000 Leke;
 - f) credit agreements under which the consumer is required to repay the credit:
 - i. either, within a period not exceeding three months,
 - ii. or, by a maximum number of four payments within a period not exceeding 12 months.
4. Consumer credit shall be regulated with sub legal act of Bank of Albania.

Article 45

Other obligations

1. Any advertisement or any offer which is displayed at business premises, in which a trader offers credit or offers to arrange a credit agreement and in which a rate of interest or any figures relating to the cost of the credit are indicated, shall also include a statement of the annual percentage rate of charge.
2. The consumer is entitled to withdraw from the credit agreement without giving any reason within a period of fourteen calendar days. This period shall begin from the day of the conclusion of the credit agreement, or from the day on which the consumer receives the contractual terms if this is ulterior day.
3. Credit agreements shall be made in writing and the consumer shall receive a copy of the written agreement.
4. The written agreement shall include all relevant information regarding the annual percentage rate of charge, the conditions under which this may be amended, the amount, number and frequency or

dates of the payments which the consumer must make to repay the credit, and all other essential terms of the contract.

5. The existence of a credit agreement shall not in any way affect the rights of the consumer against the supplier of goods or services purchased by means of such an agreement in cases where the goods or services are not supplied or are otherwise not in conformity with the contract for their supply.
6. Where in order to buy goods or obtain services the consumer enters into a credit agreement with a person other than the supplier of them, and there is a close business relationship between the grantor of the credit and the supplier of the goods or services, the consumer will have the right to pursue remedies against the grantor of credit when the goods or services covered by the credit agreement are not supplied or are not in conformity with the contract for supply of them.

CHAPTER IV

PACKAGE TRAVEL CONTRACTS AND OBLIGATIONS

Article 46

Package travel contracts

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

Article 47

General and particular obligations

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

PART VIII

CONSUMER PROTECTION INSTITUTIONS

CHAPTER I

STATE BODIES

Article 48

Competent bodies

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

Article 49

Responsible body

1. The Ministry in charge of trade matters through relevant administrative body (hereinafter responsible body for consumer protection) compiles policies and also ensures the regulatory instruments of consumer protection as well as an effective enforcement of this Act.
2. The main responsibilities of this body are:
 - a) Studying and submission of proposals related to the compilation and development of a national policy for consumer protection;
 - b) Preparation and analysis of legal regulations to address issues related with the consumer protection;
 - c) Coordination of consumer protection policies and activities with line ministries and other state institutions;
 - d) Taking of the coordinative measures for the implementing of strategic documents in consumer protection field.
 - e) Proposing necessary measures to guaranty a high level of consumer protection;
 - f) Taking initiatives to define code of conducts or standard contracts in cooperation with relevant economic operators;
 - g) Cooperation with central and local government bodies on consumer protection;
 - h) Cooperation with non-profitable consumer associations;
 - i) Monitoring of the implementation and enforcement of this act;
 - j) Development of consumers complaints handling systems and schemes for alternative disputes settlements;
 - k) Giving support to activities of non-profitable consumer organizations;
 - l) Cooperation and exchange of experience with European and international institutions;
 - m) Developing consumer awareness campaigns; sensibilisation and continuous information to the consumers.

Article 50

Coordination Council

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

CHAPTER II

ENFORCEMENT BODIES

Article 51

Market surveillance responsible body

1. The market surveillance responsible body, according article 16 of the Law no. 9779, date 16.07.2007 “On general safety, essential requirements and conformity assessment for non food products” controls the enforcement of the articles 5, 7, 8, 9, 11, 12, 18, 19, 20 and 21, of this law.
2. The market surveillance responsible body collaborates with the responsible body for consumer protection and report to it.

Article 52

Consumer Protection Commission

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

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

2. The Consumer Protection Commission is composed from 5 persons:
 - a) 2 representatives from the ministry in charge of the trade matters, one of these is from the responsible body for consumer protection;
 - b) 2 representatives from Ministry of Justice;
 - c) 1 well-known expert of the consumer protection matters.

Nomination and dismissal of the member will be made by Prime Minister Order with a proposal of the Minister in charge of the trade matters for point “a” and “c” and with a proposal of the Minister of Justice for point “b.”

3. The mandate of the member of the commission is 5 year, with the renovation right.
4. In order to identify the infringement of the provisions according to point 1 of this article, will be used ascertainment, requests, complains or any other information which constitutes sufficient reason for processing.
5. In order to verify the infringements of the provisions according to point 1 of this article, the Commission collaborates with the responsible body for consumer protection as well as with the market surveillance responsible body.
6. The responsible body for consumer protection is in charge with the functions of the Technical Secretariat of this Commission.
7. The functioning procedures, the method of the payment of the Consumer Protection Commission, as well as the procedures for assessment of the infringements will be determined by the Council of Ministers Decision.

CHAPTER III

NON PROFITABLE ORGANIZATIONS

Article 53

Consumer associations

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

Article 54

Rights of consumer associations

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

CHAPTER IV

INJUNCTIONS

Article 55

Cessation order

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

- a) the cessation or prohibition of the infringement;
- b) the publication of the decision according to point a, in full or in part, in such form as deemed adequate and/or the publication of a corrective statement with a view to eliminating the continuing effects of the infringement;

- c) an order against the losing defendant for payments into the state budget, in the event of failure to comply with the decision within a time-limit specified by the Commission/Court, of a fixed amount for each day's delay or for each new similar infringement after the fixed time-limit.
- d) Publications according point b of this article is made by the ministry in charge of trade matters. The losing defendant will pay all the costs.

CHAPTER V

HANDLING OF CONSUMER COMPLAINS

Article 56

Consumers complains

1. The consumer, whose rights are infringed, if it is not prevised otherwise by parties, has the rights to submit a complaint to:
 - a. the state administrative bodies responsible for consumer protection;
 - b. to consumer associations;
 - c. ombudsman;
 - d. to the arbitration court,
 - e. to the judiciary; and
 - f. to any other body particularly established for out of court dispute settlement.
2. The body according to point 1/f of this article, will be established with the Council of Minister Decision

PART IX

ADMINISTRATIVE OFFENSES

Article 57

Administrative violations

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

1. From market surveillance responsible body:
 - a) For violations of the provision foreseen in articles 9, 11, 18, 19, 20 and 21, a penalty of 30 000 leke;
 - b) For violations of the provision foreseen in articles 7, 8, 12, 22 and 32 point 3, a penalty of 70 000 leke.
2. From the Consumer Protection Commission:
 - a) For violations of the provision foreseen in articles 14, 15, 17 point "A", 22, 32, 33, 35, 37, 38, 39, 40 and 43, a penalty of 70 000 leke;
 - b) For violations of the provision foreseen in articles 16, 17 point "B", 23, 24, 25, 27 point 4, 28 point 2, 29, 30, 31, 41 and 45, a penalty of 100 000 leke
3. From other institutions:
 - a) State Tourist Office - for violations of the provision foreseen in article 47 a penalty 100 000 leke,
 - b) General Directory of the Metrology: for violations of the provision foreseen in article 9, point 1/c a penalty of 50 000 leke,
 - c) General Directory of Taxes - For violations of the provision foreseen in relevant legislation for the receipts.

4. For the repeated case the penalties provided in point 1 of this article will be doubled. The repeated case is considered when the offender will made the same infringement within 5 years.

Article 58

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

Article 59

Complains procedures

1. Against the decision of the Consumer Protection Committee, the offender to whom is take the administrative measure has the right to request re-examination in the court within 30 days:
2. Against the decision of the market surveillance responsible body, the offender to whom is take the administrative measure has the right to complain in according to the Article 24, of the law no. 9779, date 16.7.2007 "On general product safety, essential requirements and conformity assessment for non food products"..
3. The offender to whom is take the administrative measure, according to the cases determined in article 58, point 3, has the right to request re-examination in the institutions which has put the relevant administrative measure.

Article 60

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

PART X

TRANSITORY AND FINAL PROVISIONS

Article 61

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

Article 62

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

Article 63

Entering into force

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

Chairman of the Parliament
Jozefina Topalli (Çoba)