OFFICIAL GAZETTE OF THE REPUBLIC OF KOSOVO

PRISTINA

No. 11 / 14 JUNE 2018

THE OFFICIAL GAZETTE OF THE REPUBLIC OF KOSOVO

The Official Gazette of the Republic of Kosovo is published by: The Office for Publishing the Official Gazette of the Republic of Kosovo.

The Official Gazette of the Republic of Kosovo is being published pursuant to the Law on the Official Gazette of the Republic of Kosovo No. 03/L-190.

The Official Gazette of the Republic of Kosovo publishes the following: the Constitution of the Republic of Kosovo; legislation adopted by the Assembly of the Republic of Kosovo and promulgated by the President of the Republic of Kosovo; legislation adopted by the Assembly of the Republic of Kosovo pursuant to paragraphs 4 and 5 of Article 80 of the Constitution of the Republic of Kosovo; international agreements ratified pursuant to Article 18 of the Constitution of the Republic of Kosovo; decisions of the Constitutional Court; decrees of the President of the Republic of Kosovo where so requested by the President; declarations and resolutions adopted by the Assembly of the Republic of Kosovo where so requested by the President of the Assembly; bylaws adopted by the Government and/or its ministers where so requested by the Prime Minister; other legal acts as prescribed by the special laws, as well as the Official Gazette Annual INDEKS.

The Official Gazette of the Republic of Kosovo is published in five languages: in Albanian, English, Serbian, Turkish and Bosnian.

The Official Gazette of the Republic of Kosovo is administered by the Office for Publishing the Official Gazette, which operates within the Office of the Prime Minister of the Republic of Kosovo.

Editorial oversight:
Secretary General in the Office of the Prime Minister of the Republic of Kosovo:
Fitim Krasniqi

Coordinator of Office for Publishing the Official Gazette:
Fehmi Stublla

Newsroom of the Official Gazette:
Hysen Bajramaj
Shqipe Fazliu-Gashi
Besart Graiçevci

Address and Correspondence:

The New Government Building,
Pristina
038-200-14039 / 038-200-14827

Web-site of the Official Gazette:
http://gzk.rks-gov.net

E-mail address: Info-gzk@rks-gov.net

Design & Print:
Shtypshkronja “Blendi”, Prishtinë

IF THERE ARE DISCREPANCIES AMONGST THE LEGAL ACTS PUBLISHED IN THE DIFFERENT LANGUAGE VERSIONS BY THE OFFICIAL GAZETTE OF THE REPUBLIC OF KOSOVO, THE VERSIONS IN THE OFFICIAL LANGUAGES SHALL HAVE PRIORITY IN ACCORDANCE WITH THE CONSTITUTION.

CONTENT

LAW No. 06/L-034

ON CONSUMER PROTECTION

The Assembly of the Republic of Kosovo,

Based on Article 65 (1) of the Constitution of the Republic of Kosovo,

Approves:

LAW ON CONSUMER PROTECTION

CHAPTER I
GENERAL PROVISIONS

Article 1
Purpose

1. This Law aims to regulate:

1.1. market conditions in business-to-consumer relations, including products labelling, price indicators, public services and unfair commercial practices;

1.2. consumer rights in relation to contracts, including unfair contract conditions, distance sales and off-premises sales, non-conformity contracts, consumer credit contracts and tourism products contracts;

1.3. administrative and judicial protection of consumer interests;

1.4. institutional cadre for consumer protection in the Republic of Kosovo.

2. This law is in compliance with following EU Directives in the legal order of the Republic of Kosovo:

2.1. Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. 21.4.93 Official Journal of the European Communities No.L 95/29;

2.2. Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers. 18.3.98 EN Official Journal of the European Communities L 80/27;

2.3. Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees. L171/12 EN Official Journal of the European Communities 7.7.1999;

2.4. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC. L

271/16 EN Official Journal of the European Communities 9.10.2002;

2.5. Directive 2005/29/EC of The European Parliament and of The Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC,L149/22 EN Official Journal of the European Union 11.6.2005;

2.6. Directive 2008/48/EC of the European Parliament And of The Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC. L 133/66 EN Official Journal of the European Union 22.5.2008;

2.7. Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts. L 33/10 EN Official Journal of the European Union 3.2.2009;

2.8. Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests. L 110/30 EN Official Journal of the European Union 1.5.2009;

2.9. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council. L 304/64 Official Journal of the European Union 22.11.2011.

Article 2
Scope

1. This law applies to all consumers in the Republic of Kosovo.

2. This law applies to the regulation of relations between consumers on the one hand and manufacturers, sellers, suppliers, wholesalers or products or services providers on the other hand to protect the consumer from unfair commercial practices in the market of the Republic of Kosovo.

Article 3
Definitions

1. Terms used in this Law shall have the following meaning:

1.1. **Consumer** – any natural person who buys and uses commodities or services to fulfil their needs, fur purposes not related to commercial, business, craft or professional activity;

1.2. **Trader** – any natural or legal person who sells or exercises business or commercial activities, or acts on behalf or for commercial, business, craft or professional accounts of someone else, in relation to the subject matter covered by this law. Such a definition of the trader covers also natural or legal person who act on behalf or in account of the trader;

1.3. **Goods made to the consumer's specifications** - non-prefabricated goods made on the basis of an individual request by the consumer;

1.4. **Product** – any commodity or service, including immovable properties, rights and obligations;

1.5. **Producer** – any person, enterprise or state, creating, cultivating or supplying commodities or products for sale;

1.6. **Seller or supplier** – any natural or legal person providing goods or services to the seller;

1.7. **Wholesaler** – intermediary entity within the distribution chain that buys goods from producers and sells them to retailers or directly to consumers;

1.8. **Products sold without packages** – products which are not pre-packaged and are measured in the presence of the consumer;

1.9. **Consumption goods** – any movable and tangible item, with the exception of items sold by way of execution or otherwise by authority of law; water, gas and electricity, where they are not put up for sale in a limited volume or certain quantity;

1.10. **Bulk commodity** – unpacked commodity offered for sale and measured in the presence of the consumer;

1.11. **Pre-packed commodity** – packed commodity which is offered to the final consumer before to final processing;

1.12. **Declaration of commodity** – the data placed on the commodity label regarding the trademark, protection mark and address of the producer;

1.13. **Sale through action** – a sale of a commodity at certain time and place, with a lower price than the price of this commodity in general circumstances;

1.14. **Public auction** – a method of sale whereby goods or services are offered by the trader to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services;

1.15. **Commercial practice** – any action, omission, behaviour or representation, commercial communication, including advertising and marketing by the trader, directly related to the promotion, sale or supply of the product to the consumers;

1.16. **Unfair commercial practice towards consumer** – any action or omission by the trader in contradiction with the requirements of professional diligence, which implies a violation of the general principle of good faith, namely the standard of skill and care that a trader is expected to exercise towards consumers;

1.17. **Business to consumer commercial practices (referred to as commercial practices)** – any act, omission, course of conduct or representation, commercial communication including advertising and marketing, by a trader, directly related with the promotion, sale or supply of a product to consumers;

1.18. **Material distortion of consumer's economic behaviour** – the use of a commercial practice to impair the consumer's ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have otherwise taken;

1.19. **Professional diligence** – the standard of special skills 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;

1.20. **Code of conduct** – an agreement or set of rules not imposed by law, regulation or administrative provisions that determines the behaviour of traders that assume the obligation under the code regarding one or more commercial practices or business sectors;

1.21. **Code owner** – any entity, including the trader or the group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it;

1.22. **Regulated occupation** – a professional activity or group of activities, the access or attending of which, or one of the modules, is directly or indirectly conditioned with possession of specific professional qualifications, according to applicable law, regulations or administrative provisions in force;

1.23. **Transactional decision** – any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, retain or dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting;

1.24. **Advertisements of commodities and services** – any advertisement or publication in any form within the profession or its commercial or service activity, focusing on promoting a commodity or service.

1.25. **Selling price** – the final price for a unit of the product, or a given quantity of the product, including VAT and all other taxes;

1.26. **The price of commodity per unit** – the final price, including VAT and all other taxes, for one kilogram, one litre, one meter, one square meter, one cubic meter of commodity, or for a particular unit as part of legal measuring units, applied in the Republic of Kosovo for the trading of specific commodities.

1.27. **Invitation to purchase** – any form of communication of producer, seller or service provider with consumers describing the basic characteristics of the commodity and its price, which gives consumers the opportunity to buy the commodity;

1.28. **Unfair influence** – the use of dominance on the consumer and the use of pressure, prompting him to take a decision which he would not have taken under normal conditions;

1.29. **Public services** – the distribution of electricity, electricity supply, heat supply, water supply, wastewater treatment and drainage, transportation of passengers in public transport, postal services and telecommunications, health services, cleaning of public spaces, destruction of waste, maintenance of cemeteries;

1.30. **Financial services** – any banking service, credit, insurance, personal pension, investment or payment nature;

1.31. **Service contract** – any contract other than a sales contract under which the trader supplies or undertakes to supply a service to the consumer and the consumer pays or undertakes to pay the price thereof;

1.32. **Distance contract** – any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

1.33. **Distance contract for financial services** – any contract for financial services concluded between suppliers and consumers under the organized sales distance scheme or service provision run by the supplier, who for the purposes of this contract, uses exclusively one or more means of distance communication, including time during which the contract was concluded;

1.34. **Off-premises contract** – any contract between the trader and consumer concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader; concluded from an offer made by the consumer in the same circumstances; concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer, or; concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

1.35. **Ancillary contract** – a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader;

1.36. **Timeshare contract** – a contract of duration of more than one year under which a consumer, for consideration, acquires the right to use one or more overnight accommodation for more than one period of occupation;

1.37. **Long-term holiday product contracts** – a contract of duration of more than one year under which a consumer primarily acquires the right to obtain discounts or other benefits in terms of accommodation, in isolation or together with travel or other services;

1.38. **Resale contract** – a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product;

1.39. **Exchange contract** – a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access overnight accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer's timeshare contract;

1.40. **Means of distance communication** – any means which, without the simultaneous physical presence of the supplier and the consumer, may be used for the distance marketing of a service between those parties;

1.41. **Operator or supplier of a means of distance communication** – any public or private, natural or legal person whose trade, business or profession involves making one or more means of distance communication available to suppliers;

1.42. **Durable medium** – any instrument which enables the consumer to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

1.43. **Code of conduct** – an agreement or set of rules not imposed by law, regulation or administrative provisions of a state which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;

1.44. **Code owner** – any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it;

1.45. **Guarantee** – any undertaking by a seller or producer to the consumer, given without extra charge, to reimburse the price paid or to replace, repair or handle consumer goods in any way if they do not meet the specifications set out in the guarantee statement or in the relevant advertisements;

1.46. **Repair** – in the event of lack of conformity, bringing consumer goods into conformity with the sales contract;

1.47. **Business premises** – any immovable retail premise where the trader carries out his activity on a permanent basis, or any movable retail premises where the trader carries out his activity on a usual basis;

1.48. **Creditor** – natural or legal person who grants or promises to grant credit in the course of his trade, business or profession;

1.49. **Credit agreement for a consumer** – an agreement whereby a creditor grants or promises to grant to a consumer credit in the form of a deferred payment, loan or other similar financial accommodation, except for agreements for the provision on a continuing basis of services or for the supply of goods of the same kind, where the consumer pays for such services or goods for the duration of their provision by means of instalments;

1.50. **Overdraft** – an explicit credit agreement whereby a creditor makes available to a consumer funds which exceed the current balance in the consumer's current account;

1.51. **Overrunning** – a tacitly accepted overdraft whereby a creditor makes available to a consumer funds which exceed the current balance in the consumer’s current account or the agreed overdraft facility;

1.52. **Credit intermediary** – a natural or legal person who is not acting as a creditor and who, in the course of his trade, business or profession, for a fee, which may take a pecuniary form or any other agreed form of financial consideration presents or offers credit agreements to consumers, assists consumers by undertaking preparatory work in respect of credit agreements, and concludes credit agreements with consumers on behalf of the creditor;

1.53. **Total cost of the credit to the consumer** – all the costs, including interest, commissions, taxes and any other kind of fees which the consumer is required to pay in connection with the credit agreement and which are known to the creditor, except for notarial costs; costs in respect of ancillary services relating to the credit agreement, in particular insurance premiums, are also included if, in addition, the conclusion of a service contract is compulsory in order to obtain the credit or to obtain it on the terms and conditions marketed;

1.54. **Total amount payable by the consumer** – the sum of the total amount of the credit and the total cost of the credit to the consumer;

1.55. **Annual Percentage Rate** – the total cost of the credit to the consumer expressed as an annual percentage of the total amount of credit;

1.56. **Borrowing rate** – the interest rate expressed as a fixed or variable percentage applied on an annual basis to the amount of credit drawn down;

1.57. **Fixed borrowing rate** – when the creditor and the consumer agree in the credit agreement on one borrowing rate for the entire duration of the credit agreement or on several borrowing rates for partial periods using exclusively a fixed specific percentage. If not all borrowing rates are determined in the credit agreement, the borrowing rate shall be deemed to be fixed only for the partial periods for which the borrowing rates are determined exclusively by a fixed specific percentage agreed on the conclusion of the credit agreement;

1.58. **Total amount of credit** – ceiling or the total sums made available under a credit agreement;

1.59. **Linked credit agreement** – credit agreement where the credit in question serves exclusively to finance an agreement for the supply of specific goods or the provision of a specific service, and; those two agreements form, from an objective point of view, a commercial unit which shall be deemed to exist where the supplier or service provider himself finances the credit for the consumer or, if it is financed by a third party, where the creditor uses the services of the supplier or service provider in connection with the conclusion or preparation of the credit agreement, or where the specific goods or the provision of a specific service are explicitly specified in the credit agreement;

1.60. **Digital content** – data produced and supplied in digital form;

1.61. **Price reduction** – sale of a commodity with a price that is lower than the normal price which the trader has determined for a certain commodity;

1.62. **Exhibit** – unique and rare things such as old documents, paintings, frescos, icons, souvenirs with artistic, historical, ethnological and archaeological value;

1.63. **Eligible entity** – bodies or organizations established according to the national law and has a legitimate interest to ensure the fulfilment of legal provisions;

1.64. **Ministry** – relevant Ministry of Trade and Industry/MTI.

Article 4
Consumer rights

1. This Law shall guarantee the following basic consumer rights:

1.1. the right to protect life, health, environment and the economic interests of consumers;

1.2. the right to consumer information and education;

1.3. the right to represent consumer interests;

1.4. the right of organization in consumer association, to protect their interests;

1.5. the right to complain;

1.6. the right to legal protection of consumer;

1.7. the right to compensation in certain cases for indemnity;

1.8. the right to use public services;

1.9. the right to receive services in a language understood by consumers.

Article 5
Consumer Responsibilities

The customer is not released from his obligations and responsibilities. The customer is required to be continuously attentive of what products he buys or consumes, in order not to become subject of abuse or other forms of market malpractice, thereby endangering his or her personal health and that of his or her family.

CHAPTER II
UNFAIR COMMERCIAL PRACTICES

Article 6
Unfair commercial practices

1. Unfair commercial practices means unfair business-to-consumer practices, as defined in Article 8 of this Law, before, during and after the commercial transaction related to the product.

2. Regarding unfair commercial practices, this Law does not violate:

   2.1. the law on contracts and especially rules of validity and contract validity;

   2.2. rights determining the court jurisdiction;

   2.3. conditions on the establishment of authoritarian regimes, deontological code of ethics or other specific rules governing regulated professions in order to maintain high standards of integrity of profession, which may be imposed to professionals in accordance with special laws;

   2.4. national rules related to the aspects of health and safety of products.

3. In case of conflict between the provisions of this Law and other rules of the Republic of Kosovo governing the unfair commercial practices, the latter shall prevail and apply to special aspects of unfair commercial practices, provided that these special rules are in compliance with the rules of European Union.

Article 7
Prohibition of Unfair Commercial Practices

1. Unfair commercial practices shall be prohibited.

2. Commercial practices materially distort the economic behaviour 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 members of that group. 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.

3. In particular, unfair commercial practices are those that:

   3.1. are misleading as set out in Articles 9 and 10 of this Law, or

   3.2. are aggressive as set out in Articles 11 and 12 of this Law.

Article 8
Commercial practices which are in all circumstances considered unfair

1. Unfair commercial practices in all circumstance are:

1.1. claiming to be a signatory to a code of conduct when the trader is not;

1.2. displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation;

1.3. claiming that a code of conduct has an endorsement from a public or other body which it does not have;

1.4. 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;

1.5. 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/she 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;

1.6. making an invitation to purchase products at a specified price and then:

1.6.1. refusing to show the advertised item to consumers, or;

1.6.2. refusing to take orders for it or deliver it within a reasonable time, or;

1.6.3. demonstrating a defective sample of it with the intention of promoting a different product (bait and switch);

1.7. 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;

1.8. 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 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;

1.9. stating or otherwise creating the impression that a product can legally be sold when it cannot;

1.10. presenting rights given to consumers by law as a distinctive feature of the trader's offer;

1.11. 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;

1.12. making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or their family if the consumer does not purchase the product;

1.13. promoting a product similar to a product made by a particular producer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same producer when it is not;

1.14. 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;

1.15. claiming that the trader is about to cease trading or move premises when he is not;

1.16. claiming that certain products are able to facilitate winning in games of chance.

1.17. falsely claiming that a product is able to cure illnesses, dysfunction or malformations;

1.18. 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;

1.19. claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;

1.20. 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;

1.21. 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;

1.22. 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;

1.23. Creating the false impression that after-sales service in relation to a product is available in another country, from where the product is sold.

2. Aggressive commercial practices:

2.1. creating the impression that the consumer cannot leave the premises until the contract is formed;

2.2. conducting visit at consumer’s home, ignoring consumer request to leave his home or not to return except in circumstances and to the extent justified under national law to enforce a contractual obligation;

2.3. making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation;

2.4. requiring a consumer who wishes to claim on an insurance policy to produce/ provide 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;

2.5. 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;

2.6. demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer. Informing the consumer explicitly that if he does not buy the product or service, the trader’s activity or life will be in jeopardy;

2.7. 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:

2.7.1. there is no prize or other equivalent benefit, or

2.7.2. 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 9
Misleading actions

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:

1.1. the existence or nature of the product:

1.2. the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale consumer 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;

2. 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:

2.1. the price or the manner in which the price is calculated, or the existence of a specific price advantage;

2.2. the need for a service, part, replacement or repair;

2.3. the nature, attributes and rights of the trader or his agent, such as his identity and assets, qualifications, prices won, status, approval, affiliation or connection and ownership of industrial, commercial and intellectual property rights;

2.4. consumers rights, including the right to replacement or reimbursement under this law, when dealing with the aspects of selling the products to consumers and associated guarantees and/or risks that he may face.

3. 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:

3.1. any marketing of a product, including comparative advertising, which creates confusion with any products, trademarks, trade names or other distinguishing marks of a competitor;

3.2. non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where:

3.2.1. the commitment is not aspirational but is firm and is capable of being verified,

3.2.2. the trader indicates in a commercial practice that he is bound by the code.

Article 10
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. of this Article, 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:

4.1. the main characteristics of the product, to an extent appropriate to the medium and the product;

4.2. 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;

4.3. 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;

4.4. the arrangements for payment, delivery, performance and the complaint handling policy, if they depart from the requirements of professional diligence;

4.5. for freights and transactions involving the right of withdrawal or cancellation, existence of such a right.

5. Requests generated by local Kosovo Law harmonized with EU rules in relation to commercial communication, including advertising or marketing, where an incomplete list will be regulated by a bylaw.

Article 11

Aggressive commercial practices

A commercial practice shall be regarded as aggressive if, taking account of all the features and circumstances, significantly impairs or is likely to impair the freedom of choice or consumer`s behaviour with regard to commodity or service by exercising psychological and/or physical violence, or excessive influence and thus causing the consumer to take a decision he would not have taken otherwise.

Article 12

Use of harassment, coercion or undue influence

1. In determining whether a commercial practice uses the psychical/physical force, or undue influence, account shall be taken of:

1.1. its timing, location, nature or persistence;

1.2. the use of threatening or abusive words or behaviours;

1.3. the exploitation by the trader of any specific misfortune or circumstance of such gravity as to impair the consumer’s judgement, of which the trader is aware, to influence the consumer’s decision with regard to the product;

1.4. 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;

1.5. any threat to take any action that cannot legally be taken.

Article 13
Messages through advertising materials

1. Distribution of advertising messages and other materials is the responsibility of the trader regarding the quality of commodities and services which he advertises through these messages.

2. Dispatch of public advertising messages from cellular telephones and electronic mail, should have the message body to be able to annul the subscription.

Article 14
Prohibition of distribution of promotional materials

1. It is forbidden to leave messages or advertising materials in mailboxes and at the door, if the consumer has placed clearly written ban not to place them.

2. It is forbidden to distribute the materials at home when there is no adequate place for them.

3. It is forbidden to distribute leaflets in vehicles.

Article 15
Special protection for minors

1. Selling, serving and offering alcoholic beverages and tobacco are forbidden for persons under the age of eighteen (18).

2. In case of doubt that the consumer is a person under the age of eighteen (18), the trader is not obliged to sell or serve alcoholic beverages and tobacco, until the consumer proves the age with an identity card, passport or driver’s license.

CHAPTER III
LABELLING, PACKAGING AND DECLARATION OF THE COMMODITY

Article 16
Label

1. The seller of commodities and/or services must ensure that the commodities or services he sells are equipped with the label, which contains information about the producer and his address, name of the commodity, quantity, composition, quality, production date, time and manner of use, maintenance, risk in case it exist.

2. The seller is not entitled to remove or change the label of commodities/services or other

information relating to commodities/services provided by the producer and/or supplier.

3. If the nature of the commodities or services does not allow labelling, the seller is obliged to provide, upon request of the consumer, the information in accordance with paragraph 1. of this Article, in other way or by presenting the relevant documents.

4. The seller when placing the commodity on market is obliged to place the label on all packaged commodities.

5. For unpackaged/bulk commodities, he must provide an instruction prepared by the producer for the method of easier and safer use, then to offer guarantee, technical instructions, the list of authorized services, a list of warning on potential dangers during the use and a declaration of conformity of commodities.

6. The label must be written clearly, visibly and legibly in the official languages under the applicable law.

7. Translation of data into official languages under the applicable law, placed on the label by the producer must be identical to the original.

8. In addition to the requirements specified in this Article and other provisions of this Law, the seller is obliged to indicate the origin of the product also by placing a label indicating the flag of the country of origin of the product. The flag should be placed close to the selling price or unit price.

9. In addition to the requirements specified in paragraph 1. of this Article, the labelling information may be regulated by bylaws.

Article 17

Packaging

1. Packaging must be safe for the health, the form of packaging must be adjusted to the weight of the commodity and the commodity size and weight must not cause confusion for the consumer, which must be in accordance with special regulations prescribing the instructions in the package.

2. In the case of wrapping of the package with special paper and other decorations, the price of packaged commodities must be presented in a clear, visible and legible manner.

3. Plastic bags used for transport of purchased commodities that have full or partial logo, trademark, slogan or name of producer or trader, shall be considered promotional material, and shall not be charged to the consumer.

4. The seller must allow the consumer to return the package which he has paid when he bought the commodity and refund the amount paid for packaging.

Article 18

Declaration of the commodity

1. Declaration is obliged to be placed in every commodity and must be submitted in writing and with signs regarding the commodity specifications related to trade sign, trademark, brand name, sign or symbol with regard to the commodity and be placed on the label, packaging or accompanying documents and information about the commodity.

2. Declaration of the commodity must contain the following information:

> 2.1. name of the commodity manufacturer, the name by which the commodity is sold;
>
> 2.2. type, model, measuring unit and label of the commodity and at least one key specificity that separates that commodity;
>
> 2.3. Production date and expiration date;
>
> 2.4. for domestic commodities, the name and address of the manufacturer and country of origin;
>
> 2.5. for imported commodity, name and address of the importer and the country of origin of the manufacturer.

3. Exceptionally the provisions of paragraph 2. of this Article shall not apply to commodities which are regulated by the provisions of other laws in force.

4. Name of the manufacturer of the commodity under sub-paragraph 2.1. paragraph 2. of this Article must be accurate to enable the recognition of the consumer with the requested commodity which differs from other similar commodities with which it can be replaced.

5. Full address under paragraph 2. of this Article must contain the place, street and house number, telephone number, fax number and electronic address.

6. Country of origin referred to in sub-paragraphs 2.4. and 2.5. paragraph 2. of this Article, shall be considered a country where the commodity is manufactured or country in which the commodity has undergone a process that has significantly changed the specifications of that commodity.

Article 19

Responsibilities for the data of the commodity content

1. Content of the commodity must be placed on the commodity or packaging. The responsibility for the data set in the commodity or package is borne by the seller.

2. All information with data about the commodity referred to in paragraph 2. Article 18 of this Law must be clear, visible, legible and written in Albanian and does not exclude the possibility of simultaneous use of other official languages and understandable signs to the consumer. For details on the contents of the commodity, the producer is responsible, whereas for those imported the importer is responsible.

3. The data indicating the content of the commodity should be clear, visible, understandable, readable, and indelible, and must not be covered by any other text.

4. For the data indicating the content of unpackaged, bulk commodities, the notification must be placed near the packaging in which the commodity is placed or at the point of sale if the commodity does not require special safety conditions from decay.

5. The notification of the commodity must be emphasized in order not to damage the product.

CHAPTER IV
PUBLIC SERVICES PROVIDED TO THE CONSUMER

Article 20
Public Services

1. Sale of public services to the consumer must be calculated according to real expenses when the nature of service allows this.

2. Service for reading the meters is made free of charge, except the cases when the consumer requires it. When expenses for services of additional reading are regulated by special regulation, then other provisions shall be valid.

3. The seller shall notify the consumer in advance with all conditions of public services, and those conditions shall be published in electronic and written media.

4. The consumer complaints review committees of regulators who provide services within public enterprises must involve the representatives from the Department of Consumer Protection and Consumer Associations.

5. Operators that provide services of SMS cellular telephones, without confirmation from the party, are free of charge.

Article 21
Connection in the distribution network

The provider who provides public service through the distribution network must allow the consumer access on the network of distribution and provide services in accordance with special regulations, concession contracts or other acts of local government in whose territory the service is provided under non-discriminatory conditions.

Article 22
Termination of services

1. If the calculation of public service provider is challenged by any competent authority, and the consumer regularly pays all undisputed bills, the provider of public service shall not have the right to terminate the service to the consumer until completion of judicial or extra judicial proceedings.

2. If a public service provider has terminated providing the service before the operator has been notified by the consumer for the procedure initiated according to paragraph 1. of this Article, the operator is obliged to provide services until the court decision.

Article 23
Maintaining the quality of services

Service provider who provides public service must maintain the quality of public services in accordance with this Law, other laws and bylaws in force.

Article 24
Ensuring the Access and quality of services

1. Public service providers are obliged to provide access to public services for all consumers.

2. Public service providers are obliged to provide consumer services, taking into consideration, quality, standards, safety and regular supply, except in case of defaults influenced by natural factors.

3. Public service provider is obliged to compensate the consumer for the non-quality service and inadequate delivery in case of eventual damage.

Article 25
Invoicing of public services

1. Invoicing of electricity, heating and water is calculated based on actual consumption read in the calibrated meter of the consumer.

2. The method of measuring and calculating the electricity, heating and water is regulated by laws and other bylaws.

3. The supplier is obliged to notify the consumer in advance with all the conditions of electricity, heating and water consumption.

4. The supplier shall submit on the invoice the data that enable the consumer to control the quantity and value for electricity, heating and water consumption.

5. The supplier is obliged to adhere to the prescribed standards of quality and continuity of electricity, heating and water services.

6. The provider of telecommunication services, for the provision of services, shall deliver to the consumer the invoice, which contains the necessary data for the calculation of the total amount that obliges the consumer to pay the amount, tax and total amount calculated in EUR.

7. Public health and education services are regulated by special laws.

CHAPTER V
INDICATORS OF THE PRICES OF PRODUCTS OFFERED

Article 26
Sales price and unit price

1. It is the obligation of the trader to indicate the selling price and the unit price for all products offered. The unit price need not be indicated if it is identical to the sales price.

2. Paragraph 1. of this Article is not applicable to:

2.1. products supplied in the course of the provision of a service;

2.2. sales by auction and sales of works of art and antiques.

3. For products that are not packaged and are measured in the presence of the consumer, only the unit price must be indicated.

4. The selling price and the unit price must be unambiguous, easily identifiable and clearly legible.

5. The unit price shall refer to a quantity declared in accordance with national legal provisions of the Republic of Kosovo. Where national legal provisions of the Republic of Kosovo require the indication of the net weight and the net drained weight for certain pre-packed products, it shall be sufficient to indicate the unit price of the net drained weight.

6. The seller shall establish a clear, visible and legible retail and wholesale price and unit price of commodities or services offered.

7. The retail and wholesale price includes the final price for any commodity or service, or for a certain amount of commodities, including the value added tax.

8. The seller must guarantee the consumer that the paid price will be equal with the price displayed under paragraph 7. of this Article.

9. Price per measuring unit means the final price per measuring unit, the price per kilogram, liter, meter, square meter, cubic meter of commodity or several other measuring unit including the value added tax and all other taxes pursuant to paragraph 7. of this Article.

10. For unpackaged commodities, the bulk price per measuring unit of the commodity offered on the market is placed near the commodity.

11. For pre-packaged commodities, it is sufficient to place the net price per unit if the other special rules on the data for net weight does not provide otherwise.

12. Retail selling price and price per unit of pre-packaged commodities shall be placed on or near the commodity, packaging or point of sale and on shelves. Besides the price, in accordance with the paragraph 6. of this Article, it is not allowed to cure another price, except in case of sale, discount of the price or in case of company's bankruptcy.

13. The seller must place the price in a way that shall not damage the commodity.

14. The provisions of paragraph 13. of this Article shall not apply to public auctions and sales of works of art, antique works and services regulated by other applicable laws.

Article 27
Price of the services

1. The dealer providing services must have a list of prices displayed at the commercial respectively sales space, which must be easily accessible for consumers. Prices must be clear, visible and legible.

2. If the dealer, given the number and diversity of services, is not able to display all prices of services offered in the price list, then the price of the service must be displayed in the form of:

2.1. catalogue with prices for services;

2.2. special brochure or prospectus with non-turbid description of services and prices;

2.3. in any specific adequate manner.

3. Besides the price of the service, the trader is obliged to note the type and scope of services.

Article 28
Sale of commodities in kiosks or similar objects

1. The retail price of the product that is exposed at the place of sale, must be on the label with the product name and exposed before or below, or near the product at the place of sale.

2. Retail price of the product that is sold in kiosks and similar objects shall be exposed in the form of a list of prices wherein each product's retail price should have the name of the product indicated.

Article 29
Retail sale of fuel

The trader is obliged to point out the unit prices of fuel in a way that a person who drives a motor vehicle in the direction of fuel station has easy and timely access to fuel prices.

Article 30
Sale of parking spaces

1. A trader who offers spaces for parking of motor vehicles or parking spaces for rent in garages is obliged to place the price list at the entrance, so that the person driving the vehicle towards the parking lot shall have an easy view to the parking price list.

2. According to paragraph 1. of this Article, the price list shall determine the price per hour and per day and there should be no uncertainties.

Article 31
Prices in advertising

The retail price of commodities or services and price per unit of the commodity published in advertisements must be the same with the price set by the provisions of Articles 26 to 30 of this Law.

CHAPTER VI
SALE BY ACTION, DISCOUNTS AND SEASONAL DISCOUNTS

Article 32
Sale by action or discount

1. Sale by action can be accomplished for a certain amount of a commodity from a manufacturer in a particular time and place, with a lower price than the price of this commodity during a normal sale.

2. In cases of sale referred to in paragraph 1. of this Article, close or near the commodity must be placed a notice that is clear, visible and legible, marked with “Action” or “Action sale”.

3. In cases of sale with discount of a commodity with a lower price than the basic price that the trader allows it for a certain commodity in certain cases, close or near the commodity must be placed a notice that is clear, visible and legible, marked as “Discount sale”.

Article 33
Discounts or allowances

1. If the percentage of price discount is placed in series, the discount with the highest percentage on the sale, must be at least equal to one fifth of all commodities offered for sale.

2. The commodity being sold at discount, or seasonal discount must be clearly marked, visible and legible. Discounted prices must be placed under or above prior prices.

3. The percentage of discounted price announced in the notice for the discount, whenever required by the consumer or bodies responsible for market surveillance must be proved by the seller with the relevant documentation such as:

3.1. preliminary price; and

3.2. evidence for the exact discount of the price in percentage.

4. On the prices of commodity sold at a discount or allowance, shall apply the provisions of Article 32 of this Law.

5. Selling according to paragraph 1. of this Article shall be considered a sale of commodities at discounted price in action cases, cleaning of stocks or when the trader closes its business, or when in retail stores it is prohibited the sale of certain commodities by the bodies responsible for market surveillance.

6. The discount according to paragraph 1. of this Article shall be considered selling commodities at a discounted price after the final season, selling damaged products, sales of the moment, selling at fairs and specialized stores, regardless of the reasons for discount prices.

Article 34

Discounts of prices before the expiration

1. Commodities that are on sale, before the expiration must be separated from other commodities and near those commodities must be placed a clear, visible and legible notice on the expiry date of final use, where it must be clearly visible the inscription “Usable until”.

2. Sale of products (commodities) in action or discount, is not permitted in any form for expired products of use and products identified as dangerous.

Article 35

Separation of commodities that are at discount

The seller must physically separate the discounted commodities from other commodities which are not discounted, and to place near them or on them, clearly, visibly and legibly the notice that it is a price discount or allowance.

Article 36

Discounts and seasonal sales

1. If the price of a product sold in discount has been discounted several times, then the trader must indicate in clearly, visible and legible manner all price changes during the discount of that product;

2. Seasonal discounts means the sale of the product at a discounted price after lapse of the season, and at most three (3) times a year;

3. Seasonal sales begin between 27 December and 10 January, 1 and 15 April, respectively on 10 and 25 August and can last up to sixty (60) days;

4. If within the period referred to in paragraph 1. of this Article are not sold all the products, the dealer can continue selling the products at a discounted price until the stocks are finished;

5. The sale referred to in paragraph 4. of this Article is not allowed to be advertised as seasonal sale.

CHAPTER VII
CONSUMER RIGHTS IN RELATION TO CONTRACTS

Article 37

Consumer rights in relation to distance and off-premises contracts

1. Conditions and measures laid down in provisions of this Law shall apply to any distance and

off-premises contract concluded between trader and consumer, including contracts with public operators.

2. Without prejudice to paragraph 1. of this Article, this Law does not apply to contracts for:

2.1. social services;

2.2. healthcare services;

2.3. gambling;

2.4. financial services;

2.5. the creation, acquisition or transfer of immovable property or of rights in immovable property;

2.6. the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;

2.7. package travel and package holidays that fall within the scope of respective Law on Tourism and Touristic Services;

2.8. in accordance with the laws of the Republic of Kosovo, drafted by relevant public authorities, which has a statutory obligation to be independent and impartial in providing comprehensive legal information, so that the consumer concludes the contract on the basis of careful consideration and knowing their scope;

2.9. the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are physically supplied by a trader on frequent and regular rounds to the consumer’s home, residence or workplace;

2.10. passenger transport services, with the exception of paragraph 2. of Articles 40, and Articles 52 and 55 of this Law;

2.11. automatic vending machines or automated commercial premises;

2.12. telecommunications operators through public payphones for their use or for the use of one single connection by telephone, internet or fax established by a consumer.

3. This Law does not prevent the trader to provide to the consumer contractual arrangements which go beyond the protection provided for in this Law.

Article 38
Information required for contracts other than distance and off-premises contracts

1. Before the consumer reaches a contract other than a distance or an off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner, if that information is not already apparent from the context:

1.1. the main characteristics of the goods or services, to the extent appropriate to the communication mean and to the goods or services;

1.2. the identity of the trader, such as trader name, the geographical address at which he is established and his telephone number;

1.3. the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional goods, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional payments may be obligatory;

1.4. where applicable, the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the service, and the trader's complaint handling policy;

1.5. in addition to a reminder of the existence of a legal guarantee of conformity for goods, the existence and the conditions of after-sales services and commercial guarantees, where applicable;

1.6. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;

1.7. where applicable, the functionality, including applicable technical protection measures, of digital content;

1.8. where applicable, any relevant interoperability of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.

2. Paragraph 1. of this Article shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.

Article 39

Information required for distance and off-premises contracts

1. Before the consumer concludes a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

1.1. the main characteristics of the goods or services, to the extent appropriate to the communication mean and to the goods or services;

1.2. the identity of the trader, such as his trading name;

1.3. the geographical address of trader`s location and the trader's telephone number, fax number and e-mail address, to enable the consumer to contact the trader quickly and communicate with him efficiently and, where applicable, the geographical address of his location and identity of the trader on whose behalf he is acting;

1.4. if different from the address provided in accordance with sub-paragraph 1.3. of this Article, the trader shall be obliged to provide geographical address of his place of business and, where applicable, address of the trader on whose behalf he is acting, where the consumer can address any complaints;

1.5. the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the notice that such additional charges may be payable;

1.6. in the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs. Where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;

1.7. the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;

1.8. the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader’s complaint handling policy;

1.9. where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 44, paragraph 1. of this Law, as well as the model to be provided in a bylaw.

1.10. where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by mail, the cost of returning the goods.

1.11. when the consumer exercises the right of withdrawal after having made a request in accordance with Article 40, paragraph 3. of this Law or Article 41, paragraph 9. of this Law, the consumer shall be liable to pay the trader reasonable costs in accordance with Article 47, paragraph 5. of this Law.

1.12. where a right of withdrawal is not provided for in accordance with Article 49 of this Law, the consumer shall be provided with information that he will not benefit from withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal;

1.13. a reminder of the existence of a legal guarantee of conformity for goods;

1.14. where applicable, the opportunity and the conditions of after-sale consumer assistance, after-sales services and commercial guarantees;

1.15. where applicable, presentation of relevant codes of conduct, as defined in Article 3 sub-paragraph 1.20. of this Law;

1.16. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;

1.17. where applicable, the minimum duration of the consumer's obligations under the contract;

1.18. where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;

1.19. where applicable, the functionality, including applicable technical protection measures, of digital content;

1.20. where applicable, any relevant interoperability of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of;

1.21. where applicable, the possibility of filing the complaint to extrajudicial mechanisms, where the trader is subject to, and the manner to access it.

2. Paragraph 1. of this Article shall also apply to contracts for the supply of water, gas or electricity, of district heating where they are not put up for sale in a limited volume or set quantity, or of digital content which is not supplied on a tangible medium.

3. In the case of a public auction, the information referred to in paragraph 1. sub-paragraph 1.2., 1.3. and 1.4. of this Article may be replaced by the equivalent details.

4. The information referred to in paragraph 1. sub-paragraphs 1.9., 1.10. and 1.11. of this Article may be provided by means of the model instructions on withdrawal to be set out in a bylaw. The trader shall have fulfilled the information requirements laid down in sub-paragraphs 1.9., 1.10. and 1.11. of paragraph 1. of this Article if he has supplied these instructions to the consumer, correctly filled in.

5. The information referred to in paragraph 1. of this Article shall be included in the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.

6. If the trader has not complied with the information requirements on additional charges or other costs as referred to in paragraph 1. sub-paragraph 1.5. of this Article, or on the costs of returning the goods as referred to in paragraph 1. sub-paragraph 1.10. of this Article, the consumer shall not bear those charges or costs.

7. The provisions in the above paragraphs of this Article shall be provided in the official languages in the Republic of Kosovo.

8. Regarding the compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

Article 40

Formal requirement for off-premises contracts

1. With respect to off-premises contracts, the trader shall give the information provided for in paragraph 1. of Article 39, to the consumer on paper or, if the consumer agrees, on another durable medium. That information shall be legible and in plain, intelligible language.

2. The trader shall provide the consumer with a copy of the signed contract or the confirmation of the contract on paper or, if the consumer agrees, on another durable medium, including, where applicable, the confirmation of the consumer's prior express consent and acknowledgement in accordance with paragraph 1.13. of Article 49 of this Law.

3. Where a consumer wants the performance of services or the supply of water, gas or electricity, or of district heating where they are not put up for sale in a limited volume or set quantity, to begin during the withdrawal period provided for in Article 42 paragraph 2. of this Law the trader shall require that the consumer makes such an express request on a durable medium.

4. With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed one hundred (100) Euro, the trader shall provide the consumer:

> 4.1 with the information referred to in sub-paragraphs 1.2. and 1.3. of Article 39 of this Law and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in sub-paragraphs 1.1., 1.9. and 1.12. of Article 39 of this Law, but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;
>
> 4.2. the confirmation of the contract provided in accordance with paragraph 2. of this Article shall contain the information provided for in Article 39 of this Law.

Article 41

Formal requirements for distance contracts

1. With respect to distance contracts, the trader shall give the information provided for in Article 39 of this Law or make that information available to the consumer in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be legible.

2. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in sub-paragraphs 1.1., 1.5., 1.16. and 1.17. of Article 39 of this Law.

3. The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner only with the words 'order with obligation to pay' or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. If the trader has not

complied with this paragraph, the consumer shall not be bound by the contract or order.

4. Trading websites shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.

5. If the contract is concluded through a means of distance communication which allows limited space or time to display the information, the trader shall provide, on that particular means prior to the conclusion of such a contract, at least the pre-contractual information regarding the main characteristics of the goods or services, the identity of the trader, the total price, the right of withdrawal, the duration of the contract and, if the contract is of indeterminate duration, the conditions for terminating the contract, as referred to in sub-paragraphs 1.1.; 1.2.; 1.5; 1.9. and 1.16. of Article 39 of this Law. The other information referred to in Article 39 of this Law shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1. of this Article.

6. Without prejudice to paragraph 5. of this Article, if the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall, at the beginning of the conversation with the consumer, disclose his identity and, where applicable, the identity of the person on whose behalf he makes that call, and the commercial purpose of the call.

7. Where a distance contract is to be concluded by telephone, the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Such confirmations have to be made on a durable medium.

8. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins. This confirmation shall include:

8.1. all the information referred to in Article 39 of this Law unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and

8.2.where applicable, the confirmation of the consumer's prior express consent and acknowledgment in accordance with sub-paragraph 1.13. of Article 49 of this Law.

9. Where a consumer wants the performance of services, or the supply of water, gas or electricity, or of district heating where they are not put up for sale in a limited volume or set quantity, to begin during the withdrawal period provided for in Article 42 paragraph 2. of this Law, the trader shall require that the consumer make an express request.

Article 42
Right of withdrawal from the contract

1. Save where the exceptions provided for in Article 49 of this Law apply, the consumer shall have a period of fourteen (14) days to withdraw from a distance or off-premises contract, without giving any reason and without incurring any costs other than those provided for in Article 46 and Article 47 of this Law.

2. Without prejudice to the provisions of Article 43 of this Law, the withdrawal period referred to in paragraph 1. of this Article shall expire after fourteen (14) days from:

2.1. in the case of service contracts, the day of the conclusion of the contract;

2.2. in the case of sales contracts, the day on which the consumer or a third party, other than the carrier, received the goods or:

2.2.1. in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party, other than the carrier, received the last good;

2.2.2. in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party, other than the carrier, received the last piece of the good;

2.2.3. in the case of contracts for regular delivery of goods during defined period of time, the day on which the consumer or a third party, other than the carrier, received the first good;

2.3. in the case of contracts for the supply of water, gas or electricity, of district heating where they are not put up for sale in a limited volume or set quantity, or of digital content which is not supplied on a tangible medium, the day of the conclusion of the contract.

3. The Contracting Parties shall not be prohibited from performing their contractual obligations during the withdrawal period. Nevertheless, in the case of off- premises contracts, the trader is prohibited from collecting the payment from the consumer during the given period after the conclusion of the contract.

Article 43
Omission of information on the right of withdrawal from the contract

1. If the trader has not provided the consumer with the information on the right of withdrawal as required by sub-paragraph 1.9. of Article 39 of this Law, the withdrawal period shall expire twelve (12) months from the end of the initial withdrawal period, as determined in accordance with Article 42 of this Law.

2. If the trader has provided the consumer with the information provided for in paragraph 1. of this Article within twelve (12) months from the day referred to in Article 42 of this Law, the withdrawal period shall expire fourteen (14) days after the day upon which the consumer receives that information.

Article 44
Exercise of the right of withdrawal from the contract

1. Before the expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw from the contract. For this purpose, the consumer may either:

1.1. use the model withdrawal form as set out in a sub-legal act; or

1.2. make any other unequivocal statement setting out his decision to withdraw from the contract.

2. The consumer shall have exercised his right of withdrawal within the withdrawal period referred to in Article 42 and Article 43 of this Law if the communication concerning the exercise of the right of withdrawal is sent by the consumer before that period has expired.

3. The trader may, in addition to the possibilities referred to in paragraph 1. of this Article, give the option to the consumer to electronically fill in and submit either the model withdrawal form that will be provided with a sublegal act or any other unequivocal statement on the trader's website. In those cases the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal on a durable medium without delay.

4. The burden of proof of exercising the right of withdrawal in accordance with this Article shall be on the consumer.

Article 45
Effects of withdrawal from the contract

1. The exercise of the right of withdrawal shall terminate the obligations of the parties to:

1.1. perform the distance or off-premises contract; or

1.2. conclude the distance or off-premises contract, in cases where an offer was made by the consumer.

Article 46
Obligations of the trader in the event of withdrawal from the contract

1. The trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than fourteen (14) days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 44 of this Law. The trader shall carry out the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

2. Notwithstanding paragraph 1. of this Article, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.

3. Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

Article 47
Obligations of the consumer in the event of withdrawal from the contract

1. Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than fourteen (14) days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 44 of this Law. The deadline shall be met if the consumer sends back

the goods before the period of fourteen (14) days has expired.

2. The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.

3. In the case of off-premises contracts where the goods have been delivered to the consumer's home at the time of the conclusion of the contract, the trader shall at his own expense collect the goods if, by their nature, those goods cannot normally be returned by mail.

4. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods. The consumer shall in any event not be liable for diminished value of the goods where the trader has failed to provide notice of the right of withdrawal in accordance with Article 39 paragraph 1.9. of this Law.

5. Where a consumer exercises the right of withdrawal after having made a request in accordance with Article 40 and 41 of this Law, the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader on the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by the consumer to the trader shall be calculated on the basis of the total price agreed in the contract. If the total price is excessive, than the proportionate amount shall be paid on the basis of the market value.

6. The consumer shall bear no cost for:

6.1. the performance of services or the supply of water, gas, electricity or district heating, where they are not put up for sale in a limited volume or set quantity, in full or in part, during the withdrawal period, where:

6.1.1. the trader has failed to provide information in accordance with sub-paragraphs 1.9. or 1.11. paragraph 1. of Article 39 of this Law; or

6.1.2. the consumer has not expressly requested the supply to begin during the withdrawal period in accordance with paragraph 3. Article 40 and paragraph 9. Article 41 of this Law; or

6.2. the supply, in full or in part, of digital content which is not supplied on a tangible medium where:

6.2.1. the consumer has not given his prior express consent to the beginning of the supply before the end of the fourteen (14) day period referred to in Article 42 of this Law;

6.2.2. the consumer has not acknowledged that he loses his right of withdrawal when giving his consent; or

6.2.3. the trader has failed to provide confirmation in accordance with paragraph 2. of Article 40 of this Law or paragraph 8. of Article 41 of this Law.

7. Except as provided for in paragraph 2. of Article 46 of this law and in this Article, the consumer shall not incur any liability as a consequence of the exercise of the right of withdrawal.

Article 48
Effects of the exercise of the right of withdrawal on ancillary contracts

1. If the consumer exercises his right of withdrawal from a distance or an off- premises contract in accordance with Articles 42 to 47 of this Law, any ancillary contract shall be automatically terminated, without any costs for the consumer, except as provided for in Article 46 and in Article 47 of this Law.

2. Detailed rules on the termination of such contracts shall be laid down with a sub-legal act.

Article 49
Exceptions from the right of withdrawal from the contract

1. The right of withdrawal in respect of distance and off-premises contracts shall not apply as regards the following:

1.1. service contracts after the service has been fully performed if the performance has begun with the consumer's prior consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;

1.2. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;

1.3. the supply of goods made to the consumer's specifications or clearly personalised;

1.4. the supply of goods which are liable to deteriorate or expire rapidly;

1.5. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

1.6. the supply of goods which are after delivery, according to their nature, inseparably mixed with other items;

1.7. the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after thirty (30) days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

1.8. contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

1.9. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

1.10. the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;

1.11. contracts concluded at a public auction;

1.12. the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;

1.13. the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior consent and his acknowledgment that he thereby loses his right of withdrawal.

Article 50
Other consumer rights in contracts

1. Articles 51 and 53 of this Law shall apply to sales contracts.

2. Articles 52, 54 and 55 of this Law shall apply to sales and service contracts and to contracts for the supply of water, gas, electricity, district heating or digital content.

3. Notwithstanding paragraph 1. of this Article, Articles 51 and 53 of this Law shall not apply to contracts for the supply of water, gas, electricity, district heating or digital content, where they are not put up for sale in a limited volume or set quantity and are not supplied on a tangible communication medium.

Article 51
Delivery

1. Unless the parties have agreed otherwise on the time of delivery, the trader shall deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay, but not later than thirty (30) days from the conclusion of the contract.

2. Where the trader has failed to fulfil his obligation to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1. of this Article, the consumer shall call upon him to make the delivery within an additional period of time appropriate to the circumstances. If the trader fails to deliver the goods within that additional period of time, the consumer shall be entitled to terminate the contract.

3. Paragraph 2. of this Article shall not be applicable to sales contracts where the trader has refused to deliver the goods or where delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract or where the consumer informs the trader, prior to the conclusion of the contract, that delivery on a specified date is essential. In those cases, if the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1. of this Article, the consumer shall be entitled to terminate the contract immediately.

4. Upon termination of the contract, the trader shall, without undue delay, reimburse all sums paid under the contract.

5. In addition to the termination of the contract in accordance with paragraph 2. of this Article, the consumer may have recourse to other remedies provided for by applicable legislation.

Article 52
Fees for the use of means of payment

Traders are prohibited from charging consumers, in respect of the use of a given means of payment, fees that exceed the cost borne by the trader for the use of such means.

Article 53
Passing of risk

1. In contracts where the trader dispatches the goods to the consumer, the risk of loss of or damage to the goods shall pass to the consumer when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods.

2. The risk shall pass to the consumer upon delivery of the load to the carrier if the carrier was commissioned by the consumer to carry the goods and that choice was not offered by the trader, without prejudice to the rights of the consumer against the carrier.

Article 54
Communication by telephone

1. Where the trader operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, the consumer, when contacting the trader is not bound to pay more than the basic rate.

2. Paragraph 1. of this Article shall be without prejudice to the right of telecommunication service providers to charge for such calls.

Article 55
Additional payments

1. Before the consumer is bound by the contract or offer, the trader shall seek the consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader’s main contractual obligation.

2. If the trader has not obtained the consumer’s expressed consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.

Article 56
Giving back the change

1. The seller is obliged to return the change to the consumer including the small coins too.

2. During the sale of goods and services, the seller shall accept small coins from the consumer.

Article 57
The invoice for the goods or service

1. The seller, for any goods sold or services provided to the consumer, shall provide an accurate, indelible, clear and eligible invoice/fiscal coupon on paper or in electronic format.

2. The seller shall enable the consumer to check the amount invoiced for the purchased good or provided service.

3. The seller shall abide by declared conditions and the retail sale price.

4. Invoicing does not allow additional payments besides what is stated in the invoice.

5. Administrative prices and prices of public services such as electricity, water and telecommunications supply shall be regulated with other laws.

6. For other services such as transport of passengers, an individual invoice or ticket shall be provided.

Article 58
Promise of award

The seller who, when providing goods or services to the consumer, promises an award, shall, at the moment when a sweepstakes game ends, deliver to the consumer who is notified to be the winner of a prize, the promised award in accordance with applicable legislation.

Article 59
Payments in advance

1. In case a retail seller conditions the acquisition of goods or provision of services with partial or full down payments in one or more installments, he shall fulfil obligations to the consumer; otherwise, he shall be obliged to pay an interest rate for the down payment for the entire period from the date of down payment acceptance until the date of goods delivery.

2. The provisions of paragraph 1. of this Article shall apply in cases when the seller fails to provide the contracted goods or services within the time limit set out in the contract.

Article 60
The request for refunding credit card payments

1. The request made by a consumer to a credit card issuer to refund the payment order should contain the following information:

1.1. consumer’s name;

1.2. consumer’s credit card number;

1.3. expiry date of consumer's credit card;

1.4. supplier's name;

1.5. date of conclusion of the online sales contract;

1.6. amount charged to the credit card by the contract, including the sale and any transaction charged to the consumer;

1.7. a description of goods or services sufficient for their identification;

1.8. reason of cancelling the online sales contract;

1.9. date and method of notification for cancelling of the online sales contract.

CHAPTER VIII
TRADING OF DISTANCE FINANCIAL SERVICES

Article 61
Trading of distance financial services

1. In the case of contracts for financial services comprising an initial service agreement followed by successive operations or a series of separate operations of the same nature performed over time, provisions in relation to distance financial services shall only apply to the initial service agreement.

2. In the case where there is no initial service agreement but the successive operations or the separate operations of the same nature performed over time are performed between the same contractual parties, Articles 62 and 63 of this Law shall apply only in relation to the first operation.

3. If within one (1) year is not carried out any operation under paragraph 2. of this Article, the next operation will be deemed to be the first in the new series of operations and Articles 62 and 63 of this Law shall apply accordingly.

Article 62
Information to the consumer prior to the conclusion of the distance contract

1. In good time before the consumer is bound by any distance contract or offer, he shall be provided with the following information concerning:

1.1. financial services supplier;

1.1.1. the identity and the main activity of the supplier, the geographical address at which the supplier is established and any other geographical address relevant for the consumer's relations with the supplier;

1.1.2. the identity of the representative of the supplier established in the consumer’s residence and the geographical address relevant for the customer’s relations with the representative, if such a representative exists;

1.1.3. when the consumer’s dealings are with any professional other than the supplier, the identity of this professional, the capacity in which he is acting vis-à-vis the consumer, and the geographical address relevant for the customer’s relations with this professional;

1.1.4. the trade register in which the supplier is entered and his registration number or an equivalent means of identification in that register;

1.1.5. where the supplier’s activity is subject to an authorisation scheme, the particulars of the relevant supervisory authority.

1.2. the financial service;

1.2.1. a description of the main characteristics of the financial service;

1.2.2. the total price to be paid by the consumer to the supplier for the financial service, including all related fees, charges and expenses, and all taxes paid via the supplier or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it;

1.2.3. where relevant notice indicating that the financial service is related to instruments involving special risks related to their specific features or the operations to be executed or whose price depends on fluctuations in the financial markets outside the supplier’s control and that historical performances are no indicators for future performances;

1.2.4. notice of the possibility that other taxes and/or costs may exist that are not paid via the supplier or imposed by him;

1.2.5. any limitations of the period for which the information provided is valid;

1.2.6. the arrangements for payment and for performance;

1.2.7. any specific additional cost for the consumer of using the means of distance communication, if such additional cost is charged to the consumer.

1.3. the distance contract;

1.3.1. the existence or absence of a right of withdrawal in accordance with Article 65 of this Law. Where the right of withdrawal exists, its duration and the conditions for exercising it, including information on the amount which the consumer may be required to pay on the basis of paragraph 1. of Article 66 of this Law, as well as the consequences of non-exercise of that right;

1.3.2. the minimum duration of the distance contract in the case of financial services to be performed permanently or recurrently;

1.3.3. information on any rights the parties may have to terminate the contract early or unilaterally by virtue of the terms of the distance contract, including any penalties imposed by the contract in such cases;

1.3.4. practical instructions for exercising the right of withdrawal indicating, inter alia, the address to which the notification of a withdrawal should be sent;

1.3.5. respective laws taken by the supplier as a basis for the establishment of relations with the consumer prior to the conclusion of the distance contract;

1.3.6. any contractual clause on law applicable to the distance contract and/or on competent court;

1.3.7. in which language, or languages, the contractual terms and conditions, and the prior information referred to in this Article are supplied, and furthermore in which language, or languages, the supplier, with the agreement of the consumer, undertakes to communicate during the duration of this distance contract.

1.4. redress;

1.4.1. whether or not there is an out-of-court complaint and redress mechanism for the consumer that is party to the distance contract and, if so, the methods for having access to it;

1.4.2. the existence of guarantee funds or other compensation arrangements referred to respective laws.

2. The information referred to in paragraph 1. of this Article, the commercial purpose of which must be made clear, shall be provided in a clear and comprehensible manner in any way appropriate to the means of distance communication used, with due regard, in particular, to the principles of good faith in commercial transactions, and the principles governing the protection of those who are unable, pursuant to the relevant legislation, to give their consent, such as minors.

3. In the case of voice telephony communications:

3.1. the identity of the supplier and the commercial purpose of the call initiated by the supplier shall be made explicitly clear at the beginning of any conversation with the consumer;

3.2. subject to the explicit consent of the consumer only the following information needs to be given;

3.2.1. the identity of the person in contact with the consumer and his link with the supplier;

3.2.2. a description of the main characteristics of the financial service;

3.2.3. the total price to be paid by the consumer to the supplier for the financial service including all taxes paid via the supplier or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it,

3.2.4. notice of the possibility that other taxes and/or costs may exist that are not paid via the supplier or imposed by him,

3.2.5. the existence or absence of a right of withdrawal in accordance with Article 65 of this Law and, where the right of withdrawal exists, its duration and the conditions for exercising it, including information on the amount which the consumer may be required to pay on the basis of paragraph 1. of Article 66 of this Law.

3.3. the supplier shall inform the consumer that other information is available on request and of what nature this information is. In any case the supplier shall provide the full information when he fulfils his obligations under Article 64 of this Law.

3.4. information on contractual obligations, to be communicated to the consumer during the pre-contractual phase, shall be in conformity with the contractual obligations which would result from the law presumed to be applicable to the distance contract if the latter were concluded.

Article 63
Additional information requirements

Where there are provisions in the legislation governing financial services which contain pre-contractual information requirements additional to those listed in paragraph 1. of Article 62 of this Law, these requirements shall continue to apply.

Article 64
Communication of the contractual terms and conditions and of the prior information

1. The supplier shall communicate to the consumer all the contractual terms and conditions and the information referred to in paragraph 1. of Article 62 and Article 63 of this Law on paper or on another durable medium available and accessible to the consumer in good time before the consumer is bound by any distance contract or offer.

2. The supplier shall fulfil his obligation under paragraph 1. of this Article immediately after the conclusion of the contract, if the contract has been concluded at the consumer’s request using a means of distance communication which does not enable providing the contractual terms and conditions and the information in conformity with paragraph 1. of this Article.

3. At any time during the contractual relationship the consumer is entitled, at his request, to receive the contractual terms and conditions on paper.

4. The consumer is entitled to change the means of distance communication used, unless this is incompatible with the contract concluded or the nature of the financial service provided.

Article 65
Right of withdrawal from the contract

1. The consumer shall have a period of fourteen (14) calendar days to withdraw from the contract without penalty and without giving any reason. However, this period shall be extended to thirty (30) calendar days in distance contracts relating to life insurance and personal pension operations.

2. The period for withdrawal shall begin:

2.1. from the day of signing the distance contract, with the exception of life insurance contract referred to in paragraph 1. of this Article, in which case the time limit will begin from the time when the consumer is informed that the distance contract is concluded, or;

2.2. from the day on which the consumer receives the contractual terms and conditions and the information in accordance with paragraph 1. or 2. of Article 64 of the Law if that is later than the date referred to in the sub-paragraph 2.1. of this Article.

3. The right of withdrawal shall not apply to:

3.1. financial services whose price depends on fluctuations in the financial market outside the suppliers control, which may occur during the withdrawal period, such as services related to:

3.1.1. foreign exchange;

3.1.2. money market instruments;

3.1.3. transferable securities;

3.1.4. units in collective investment undertakings;

3.1.5. financial-futures contracts, including equivalent cash-settled instruments;

3.1.6. forward interest-rate agreements;

3.1.7. interest-rate, currency and equity swaps;

3.1.8. options to acquire or dispose of any instruments referred to in this point including equivalent cash-settled instruments. This category includes in particular options on currency and on interest rates;

3.1.9. travel and baggage insurance policies or similar short-term insurance policies of less than one (1) month's duration.

3.2. contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal.

4. If the consumer exercises his right of withdrawal he shall, before the expiry of the relevant deadline determined in paragraph 1. of this Article, shall notify the supplies of this following the practical instructions given to consumer in accordance with sub-paragraph 1.1.4. paragraph 1. of Article 62 of this law if it is on paper or on another durable medium. The deadline shall be considered fulfilled if its send prior to the period determined in paragraph 1. of this Article.

5. If to a distance contract of a given financial service another distance contract has been attached concerning services provided by the supplier or by a third party on the basis of an agreement between the third party and the supplier, this additional distance contract shall be cancelled, without any penalty, if the consumer exercises his right of withdrawal as provided for in paragraph 1. of this Article.

6. The provisions of this Article are without prejudice to other legal provisions governing the cancellation or termination or non-enforceability of a distance contract or the right of a consumer to fulfil his contractual obligations before the time fixed in the distance contract. This applies irrespective of the conditions for and the legal effects of the winding-up of the contract.

Article 66

Payment of the service provided before withdrawal

1. When the consumer exercises his right of withdrawal under paragraph 1. of Article 65 of this Law he may only be required to pay, without any undue delay, for the service actually provided by the supplier in accordance with the contract. The performance of the contract may only begin after the consumer has given his approval. The amount payable shall not:

1.1. exceed an amount which is in proportion to the extent of the service already provided in comparison with the full coverage of the contract;

1.2. in any case be such that it could be construed as a penalty.

2. The consumer cannot be required to pay any amount when withdrawing from an insurance contract.

3. The supplier may not require the consumer to pay any amount on the basis of paragraph 1. of this Article unless he can prove that the consumer was duly informed about the amount payable, in conformity with sub-paragraph 1.2.2. of paragraph 1. of Article 62 of this Law.

4. In no case may the supplier require such payment according to paragraph 1. of this Article if he has commenced the performance of the contract before the expiry of the withdrawal period provided for in paragraph 1. of Article 65 of this Law.

5. The supplier shall, without any undue delay and no later than within thirty (30) calendar days, return to the consumer any sums he has received from him in accordance with the distance contract, except for the amount referred to in paragraph 1. of this Article. This period shall begin from the day on which the supplier receives the notification of withdrawal.

6. The consumer shall return to the supplier any sums and/or property he has received from the supplier without any undue delay and no later than within thirty (30) calendar days. This period shall begin from the day on which the consumer dispatches the notification of withdrawal.

Article 67

Consumer rights in case of misuse of payment card

If in a distance contract the consumer credit card is misused, the consumer is entitled to request annulment of payment, be compensated by a payment or return the amount spent, according to the forms and conditions set out in the sub legal acts of CBK.

Article 68

Unsolicited services

1. Unless in the financial services distance contract is otherwise provided, the service provider will not provide financial services to the consumer without his prior request.

2. In the case of service delivery without consumer request, he will be released from any obligation. The absence of a reply shall not constitute a consent.

Article 69

Unsolicited communications

1. The use by a supplier of the following distance communication techniques shall require the consumer's prior consent:

   1.1. automated calling systems without human intervention (automatic calling machines);

   1.2. fax machines.

2. Other means of distance communication other than those referred to in paragraph 1. of this Article when they allow individual communications shall not be authorised unless the consent of the consumers concerned has been obtained, or may only be used if the consumer has not expressed his manifest objection.

3. The manner of communication referred to in paragraphs 1. and 2. of this Article shall not entail costs for consumers.

Article 70

Burden of proof

1. Without prejudice to paragraphs 3. and 4. of Article 66 of this Law, the burden of proof shall fall on the service provider to bear witness to the form, manner of informing and obtaining the consent of the consumer to conclude the contract and where possible the implementation of the contract.

2. Any contractual term and condition is unfair within the meaning of this Law if it provides that if the burden of proof will fall to the consumer in terms of meeting all or part of the contractual obligations of the service provider

CHAPTER IX
UNFAIR CONTRACT TERMS

Article 71
Unfair contract 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 by the seller or supplier, 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.

3. 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.

4. 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.

Article 72
Conditions regarded as unfair in the contract

1. Conditions regarded as unfair shall pose terms which have the object or effect of:

1.1. 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;

1.2. 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;

1.3. making an agreement binding on the consumer whereas provision of services by the professional is subject to a condition whose realisation depends on his own will alone;

1.4. permitting the seller or supplier to retain sums paid by the consumer where the latter does not conclude the contract or withdraws from it, without providing the right for the consumer to demand from the compensation of an equivalent amount from sellers of suppliers when the latter fails to conclude or withdraws from the contract;

1.5. requiring any consumer who fails to fulfil his obligation to pay a disproportionately high compensation;

1.6. authorising the seller or supplier to dissolve the contract where the same facility is not granted to the consumer, or permitting the seller or supplier to retain sum paid by the consumer for services not yet supplied, where it is the professional himself who dissolves the contract;

1.7. enabling the seller or supplier to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so;

1.8. 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;

1.9. irrevocably binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;

1.10. enabling the seller or supplier to alter the terms of the contract unilaterally without a valid reason which is specified in the contract;

1.11.enabling the seller or supplier to alter unilaterally without a valid reason any characteristics of the product or service to be provided;

1.12. 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;

1.13. 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;

1.14. 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;

1.15. obliging the consumer to fulfil all his obligations where the seller or supplier does not perform his;

1.16. 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;

1.17. 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 73
The unfairness of a contractual term

1. The unfairness of a contractual term shall be assessed, taking into account the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract and

to all the other terms of the contract or of another contract on which it is dependent.

2. Assessment of the unfair nature of the terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplies in exchange, on the other, in so far as these terms are in plain intelligible language.

Article 74
Plain and intelligible language of terms of contract

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. This rule on interpretation shall not apply in the context of the procedures laid down in Chapter X of this Law.

Article 75
Legal protection from unfair terms in the contract

1. Unfair terms used in a contract concluded with a consumer by a seller or supplier shall be null, and that the contract shall continue to legally bind the parties if it is capable of continuing in existence without the unfair terms.

2. The consumer does not lose the protection granted by this Law by virtue of the choice of the law of another country as the law applicable to the contract if the latter has a close connection with the Republic of Kosovo.

CHAPTER X
CONFORMITY WITH THE CONTRACT

Article 76
Sale of consumption commodities

Contracts for the supply of consumer goods to be manufactured or produced shall also be deemed contracts of sale for the purpose of this Law.

Article 77
Conformity with the contract

1. The seller must deliver goods to the consumers which are in conformity with the contract of sale.

2. The consumable commodities are supposed to be in conformity with the contract of sale, if they:

> 2.1. comply with the description given by the seller and possess the qualities of commodities which the seller has presented to the consumer as a sample or model;

2.2. 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;

2.3. are fit for the purposes for which commodities of the same type are normally used;

2.4. show the quality and performance which are normal in commodities of the same type and which the consumer can reasonably expect, given the nature of the commodities and taking into account any public statements on the specific characteristics of the commodities made about them by the seller, the producer or his representative, particularly in advertising or on labelling.

3. 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.

4. The seller shall not be bound by public statements, as referred to in sub-paragraph 2.4. paragraph 2. of this Article if he:

4.1. shows that he was not, and could not reasonably have been, aware of the statement in question,

4.2. shows that by the time of conclusion of the contract the statement had been corrected, or

4.3. shows that the decision to buy the consumer goods could not have been influenced by the statement.

5. Any lack of conformity resulting from incorrect installation of the consumption commodities shall be deemed to be equivalent to lack of conformity of the commodities if installation forms part of the contract of sale of the commodities and the commodities 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.

Article 78
Rights of the consumer

1. The seller shall be liable to the consumer for any lack of conformity which exists at the time the commodities were delivered.

2. 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, in accordance with paragraph 3. of this Article, or to have an appropriate reduction made in the price or the contract rescinded with regard to those goods, in accordance with paragraphs 6. and 7. of this Article.

3. 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 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:

3.1. the value the goods would have if there were no lack of conformity;

3.2. the significance of the lack of conformity; and

3.3. whether the alternative remedy could be completed without significant inconvenience to the consumer.

4. 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 terms “free of charge” in paragraphs 2. and 3. of this Article refer to the necessary costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.

6. The consumer may require an appropriate reduction of the price or have the contract rescinded:

6.1. if the consumer is entitled to neither repair nor replacement of the product,

6.2. if the seller has not completed the remedy within a reasonable time, or

6.3. if the seller has not completed the remedy without significant inconvenience to the consumer.

7. The consumer is not entitled to have the contract rescinded if the lack of conformity is minor.

Article 79
Right of redress

Where the final seller is liable to the consumer because of a lack of conformity resulting from an act or omission by the producer, a previous seller in the same chain of contracts or any other intermediary, the final seller shall be entitled to pursue remedies against the person or persons liable in the contractual chain responsible for non-conformity of the product. If the responsible person for non-conformity cannot be revealed, the final seller shall be entitled to claim compensation from the person he has received the product, regardless of whether this person has been or should have been aware of the non-conformity at the time when the last seller has been provided with the product. This obligation shall be overseen by general obligatory rules.

Article 80
Time limits

1. The seller shall be held liable under Article 78 of this Law, where the lack of conformity becomes apparent within two (2) years as from delivery of the goods.
2. In order to benefit from his rights, the consumer must inform the seller of the lack of conformity within a period of two (2) months from the date on which he detected such lack of conformity.

3. Unless proved otherwise, any lack of conformity which becomes apparent within six (6) months of delivery of the goods shall be presumed to have existed at the time of delivery

unless this presumption is incompatible with the nature of the goods or the nature of the lack of conformity.

Article 81
Guarantees

1. A guarantee shall be legally binding on the offerer under the conditions laid down in the guarantee statement and the associated advertising.

2. The guarantee shall:

2.1. state that the consumer has legal rights under applicable national legislation governing the sale of consumer goods and make clear that those rights are not affected by the guarantee;

2.2. set out in plain intelligible language the contents of the guarantee and the essential particulars necessary for making claims under the guarantee, notably the duration and territorial scope of the guarantee as well as the name and address of the guarantor;

2.3. deadline for the repair of the product which is not in conformity with the contract period according to paragraph 2. of Article 78 of this Law shall not exceed thirty (30) calendar days.

3. On request by the consumer, the guarantee shall be made available in writing or feature in another durable medium available and accessible to him.

4. The guarantee shall be drafted in the official Albanian language that does not exclude other official languages in the Republic of Kosovo.

5. Should a guarantee infringe the requirements of paragraphs 2., 3. and 4. of this Article, the validity of this guarantee shall in no way be affected, and the consumer can still rely on the guarantee and require that it be respected.

Article 82
Binding nature

1. Any contractual terms or agreements concluded with the seller before the lack of conformity is brought to the seller's attention which directly or indirectly waive or restrict the rights resulting from this Chapter of this Law shall not be binding on the consumer.

2. In the case of second-hand goods, the seller and consumer may agree contractual terms or agreements which have a shorter time period for the liability of the seller than that set down in paragraph 1. of Article 80 of this Law. Such period may not be less than one (1) year.

Article 83
Minimum protection

The rights resulting from this Law shall be exercised without prejudice to other rights which the consumer may invoke under the general rules governing contractual or non-contractual liability.

CHAPTER XI
CONSUMER CREDIT AGREEMENTS

Article 84
Consumer credit agreements

1. The provisions of this law shall not apply to:

1.1. Residential Mortgage Agreements issued under the CBK Regulation on Residential Mortgage Lending;

1.2. hiring or leasing agreements where an obligation to purchase the object of the agreement is not laid down either by the agreement itself or by any separate agreement; such an obligation shall be deemed to exist if it is so decided unilaterally by the creditor;

1.3. credit agreement in the form of an overdraft facility and where the credit has to be repaid within one (1) month;

1.4. credit agreements where the credit is granted free of interest and without any other charges and credit agreements under the terms of which the credit has to be repaid within three months and only insignificant charges are payable or no more than five (5) EUR;

1.5. credit agreements where the credit is granted by an employer to his employees as a secondary activity free of interest or at annual percentage rates of charge lower than those prevailing on the market and which are not offered to the public generally;

1.6. credit agreements which are concluded with investment firms as defined in relation to investments, where the investment firm or credit institution granting the credit is involved in such transaction;

1.7. credit agreements which are the result of a settlement reached before a court or other legal authority;

1.8. credit agreements related to a deferred payment, free charge/payments of an existing debt;

1.9. credit agreements upon the conclusion of which the consumer is requested to deposit an item as security in the creditor's safe-keeping and where the liability of the consumer is strictly limited to that pledged item.

2. In the case of credit agreements in the form of an overdraft facility and where the credit shall be paid on demand or within three (3) months, only Article 84; paragraph 1. of Article 85; sub-paragraphs 2.1, 2.2 and 2.3 of paragraph 2. of Article 85; Articles 87 to 90; paragraph 1 of Article 91; paragraph 4. of Article 91; paragraph 5. of Article 91; Articles 93, 96, 98; and Articles 100 to 102 of this Law shall apply.

3. In the case of credit agreements in form of overrunning, only provisions of this Article and Articles 99 and 101 of this Law shall apply.

4. Only Articles 84, 85, 87, 88 and 90; Article 91 paragraph 1., Article 91 paragraph 2., sub-paragraphs 2.1. to 2.8. and 2.13.; Article 91 paragraph 4., and Articles 92, 94 and 97 to 102 of this law shall apply to credit agreements which are concluded by an organization that:

4.1. is established for the mutual benefit of its members;

4.2. does not make profits for any other person, except his members;

4.3. fulfils a social purpose required by domestic legislation;

4.4. receives and manages savings, as well as provides credit resources to its members only; and

5. Only Articles 84, 85, 87, 88, 90, sub-paragraphs 2.1 to 2.9 of paragraph 2. of Article 91, sub-paragraphs 2.12 and 2.18 of paragraph 2. of Article 91, paragraph 4 of Article 91, Articles 92, 94, 95 and Articles 99 to 102 of this law shall apply to credit agreements which provide arrangements to be agreed by the creditor and the consumer regarding deferred payment or payment methods, where the customer is already in default on the initial credit agreement and where:

5.1. such agreements can avoid legal proceedings related to a such delay; and

5.2. the customer thus will not be subject to less favourable conditions than those determined in the initial credit agreement.

6. However, if the credit agreement falls within the scope of paragraph 2. of this Article, only provisions of that paragraph shall apply.

Article 85
Standard information to be included in advertising

1. Any advertising concerning credit agreements under this law which indicates an interest rate or any figures relating to the cost of the credit to the consumer shall include standard information in accordance with this Article.

2. Standard information shall specify in a clear, concise and prominent way by means of a representative example:

2.1. the borrowing rate, fixed or variable, together with particulars of any charges included in the total cost of the credit to the consumer;

2.2. the total amount of credit;

2.3. the annual percentage rate of charge; in the case of a credit agreement of the kind referred to in Article 84 paragraph 2.;

2.4. if applicable, the duration of the credit agreement;

2.5. in the case of a credit in the form of deferred payment for a specific good or service, the cash price and the amount of any advance payment;

2.6. if applicable, the total amount payable by the consumer and the amount of the instalments.

3. Where the conclusion of a contract regarding an ancillary service relating to the credit agreement, in particular insurance, is compulsory in order to obtain the credit or to obtain it on the terms and conditions marketed, and the cost of that service cannot be determined in advance, the obligation to enter into that contract shall also be stated in a clear, concise and prominent way, together with the annual percentage rate of charge.

Article 86
Pre-contractual information

1. In good time before the consumer is bound by any credit agreement or offer, the creditor and, where applicable, the credit intermediary shall, on the basis of the credit terms and conditions offered by the creditor and, if applicable, the preferences expressed and information supplied by the consumer, provide the consumer with the information needed to compare different offers in order to take an informed decision on whether to conclude a credit agreement. Such information, on paper or on another durable medium, shall be provided by means of the Consumer Credit Information form set out with sub-legal act by CBK. The creditor shall be deemed to be liable on fulfilling the information requirements in this paragraph. The pre-contractual information shall specify:

1.1. type of credit;

1.2. the identity and the geographical address of the creditor as well as, if applicable, the identity and geographical address of the credit intermediary involved;

1.3. the total amount of credit and the conditions governing the withdrawn;

1.4. the duration of the credit agreement;

1.5. in the case of a credit in the form of deferred payment for a specific good or service and linked to credit agreements, type of good or service and its cash price;

1.6. specific terms of the credit concerning the amount, monetary currency, interest rate and its type fixed or variable, directing index, euribor, libor, effective interest rate, the frequency of interest rate change or its comprising parts, monthly instalments of the credit repayment and the settlement date or period;

1.7. the annual percentage rate of charge and the total amount payable by the consumer, illustrated by means of a representative example mentioning all the assumptions used in order to calculate that rate; where the consumer has informed the creditor of one or more components of his preferred credit, such as the duration of the credit agreement and the total amount of credit, the creditor shall take those components into account;

1.8. in relation to the point 1.7. of this Article, if a credit agreement provides different ways of drawdown with different charges or credit rates where the creditor must provide information on the other drawdown mechanisms for this type of credit agreement may result in higher annual percentage rates of charge;

1.9. the amount, number and frequency of payments to be made by the consumer and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different credit rates for the purposes of reimbursement;

1.10. where applicable, the charges for maintaining one or several accounts recording both payment transactions and drawdown's, unless the opening of an account is optional, together with the charges for using a means of payment for both payment transactions and drawdown's, any other charges deriving from the credit agreement and the conditions under which those charges may be changed;

1.11. where applicable, notification of costs payable by the consumer to a notary on conclusion of the credit agreement;

1.12. where applicable notification for possession of the insurance policy or other auxiliary services as required for obtaining credit under specific conditions;

1.13. applicable interest rate in case of delays in instalments and its calculation method as well as any fines payable for the delay and the conditions of their application;

1.14. a warning regarding consequences in case of non-payment of instalments in due time;

1.15. where applicable, the sureties required;

1.16. the existence or absence of a right of withdrawal from contract;

1.17. the right of early repayment, and, where applicable, information concerning the creditor's right to compensation and the way in which that compensation shall be determined in accordance with Article 97 of this Law;

1.18. the consumer's right to be informed immediately and free of charge, pursuant to Article 90 of this Law, of the result of a database consultation carried out for the purposes of assessing his creditworthiness.

1.19. the consumer's right to be supplied, on request and free of charge, with a copy of the draft credit agreement. This provision shall not apply if the creditor is, at the time of the request, unwilling to proceed to the conclusion of the credit agreement with the consumer;

1.20. if applicable, the period of time during which the creditor is bound by the pre-contractual information.

2. Any additional information which the creditor may provide to the consumer shall be given in a separate document which may be annexed to the standard information to the consumer credit.

3. The description of the main characteristics of the financial service to be provided shall include at least the aspects referred to in sub-paragraphs 1.3, 1.4, 1.5, 1.6 and 1.9 of paragraph 1. of this Article, together with the annual percentage rate of charge illustrated by means of a representative example and the total amount payable by the consumer.

4. If the agreement has been concluded at the consumer's request using a means of distance communication which does not enable the information to be provided in accordance with paragraph 1. and 2. and in particular in the case referred to in paragraph 3. of this Article, the creditor shall provide the consumer with the full pre-contractual information using the Standard Consumer Credit Information form immediately after the conclusion of the credit agreement.

5. Upon request, the consumer shall, in addition to receiving the Standard Consumer Credit Information, be supplied free of charge with a copy of the draft credit agreement. This provision shall not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with the consumer.

6. In the case of a credit agreement under which payments made by the consumer do not give rise to an immediate corresponding amortisation of the total amount of credit, but are used to constitute capital during periods and under conditions laid down in the credit agreement or in an ancillary agreement, the pre-contractual information required under paragraph 1. of this Article shall include a clear and concise statement that such credit agreements do not provide for a guarantee of repayment of the total amount of credit drawn down under the credit agreement, unless such a guarantee is given.

7. Creditors and, where applicable, credit intermediaries provide adequate explanations to the consumer, in order to place the consumer in a position enabling him to assess whether the proposed credit agreement is adapted to his needs and to his financial situation, where appropriate by explaining the pre-contractual information to be provided in accordance with paragraph 1. of this Article, the essential characteristics of the products proposed and the specific effects they may have on the consume, including the consequences of delay payment by the consumer.

Article 87

Pre-contractual information requirements for certain credit agreements in the form of an overdraft facility and for certain specific credit agreements

1. In good time before the consumer becomes bound by any credit agreement or offer concerning a credit agreement as determined in Article 84 paragraphs 2., 4. and 5. of this Law, the creditor and, where applicable, the credit intermediary shall, on the basis of the credit terms and conditions offered by the creditor and, if applicable, the preferences expressed and information supplied by the consumer, provide the consumer with the information needed to compare different offers in order to take an informed decision on whether to conclude a credit agreement. The information in question shall specify:

1.1. the type of credit;

1.2. the identity and geographical address of the creditor as well as, if applicable, the identity and geographical address of the credit intermediary involved;

1.3. the total amount of credit;

1.4. the duration of the credit agreement;

1.5. the borrowing rate; the conditions governing the application of that rate, any index or reference rate applicable to the initial borrowing rate, the charges applicable from the time the credit agreement is concluded, and, where applicable, the conditions under which those charges may be changed;

1.6. the annual percentage rate of charge, illustrated by means of representative examples mentioning all the assumptions used in order to calculate that rate;

1.7. the conditions and procedure for terminating the credit agreement;

1.8. in the case of credit agreements as referred to in Article 84 paragraph 2. of this Law, where applicable, an indication/notice that the consumer may be requested to repay the amount of credit in full at any time;

1.9. the interest rate applicable in the case of late payments and the arrangements for its adjustment, and, where applicable, any charges payable for default;

1.10. the consumer's right to be informed immediately and free of charge, pursuant to Article 90 of this Law, on the result of a database consultation carried out for the purposes of assessing his creditworthiness;

1.11. in the case of credit agreements as referred to in Article 84 paragraph 2. of this Law, information about the charges applicable from the time such agreements are concluded and, if applicable, the conditions under which those charges may be changed;

1.12. if applicable, the period of time during which the creditor is bound by the pre-contractual information.

2. Information according to paragraph 1. of this Article and any additional information shall be provided on paper or on another durable medium and all information shall be equally prominent. It may be provided by means of the Consumer Credit Information form set out in Article 86 paragraph 1. of this Law. The creditor shall be deemed to have fulfilled the information requirements in this paragraph if he has supplied the Standard Consumer Credit Information.

3. In the case of a credit agreement as referred to in paragraphs 4. and 5. of Article 84 of this Law, the information provided to the consumer in accordance with paragraph 1. of this Article shall also include:

3.1. the amount, number and frequency of payments to be made by the consumer and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different tariff rates for the purposes of reimbursement; and

3.2. the right of early repayment, and, where applicable, information concerning the creditor's right to compensation and the way in which that compensation will be determined.

4. In the case of voice telephony communications and where the consumer requests that the overdraft facility be made available with immediate effect, the description of the main characteristics of the financial service shall include at least the items referred to in sub-paragraphs 1.3, 1.5, 1.6 and 1.8 of paragraph 1. of this Article. In addition, in credit agreements of the kind referred to in paragraph 3. of this Article, the description of the main characteristics shall include a specification of the duration of the credit agreement.

5. Notwithstanding the exclusion provided for in sub-paragraph 1.2. of paragraph 1. of Article 84 of this Law, for credit agreements in the form of overdraft facility and where the credit will be paid within a month, should provide information with description of main characteristics of the financial service which include at least the matters set forth in sub-paragraphs 1.3, 1.5, 1.6 and 1.8 of paragraph 1. of this Article.

6. Upon request, the consumer shall, in addition to receiving the information referred to in paragraphs 1. to 4. of this Article, be supplied free of charge with a copy of the draft credit agreement containing the contractual information provided for by Article 91 of this Law insofar as that Article is applicable. This provision shall not apply if the creditor is at the time of the request unwilling to proceed to the conclusion of the credit agreement with the consumer.

7. If the agreement has been concluded at the consumer's request using a means of distance communication which does not enable the information to be provided in accordance with paragraphs 1. and 3. of this Article, including the cases referred to in paragraph 4. of this Article, the creditor shall immediately after the conclusion of the credit agreement fulfil his obligations under paragraphs 1. and 3. of this Article by providing the contractual information pursuant to Article 91 of this law insofar as that Article is applicable.

Article 88

Exemptions from the pre-contractual information requirements

Articles 86 and 87 of this Law shall not apply to suppliers of goods or services acting as credit intermediaries in an ancillary capacity. This without prejudice refers to the creditor's obligation to ensure that the consumer receives the pre-contractual information referred to in those Articles.

Article 89

Obligation to assess the creditworthiness of the consumer

1. Before the conclusion of the credit agreement, the creditor assesses the consumer's creditworthiness on the basis of sufficient information, where appropriate obtained from the consumer and, where applicable on the basis of a consultation of the relevant database.

2. If the parties agree to change the total amount of credit after the conclusion of the credit agreement, the creditor updates the financial information at his disposal concerning the consumer and assesses the consumer's creditworthiness before any significant increase in the total amount of credit.

Article 90

Access to the Kosovo Credit Registry

If the credit application is rejected on the basis of consultation of the Kosovo Credit Registry the creditor shall inform the consumer immediately and without charge of the result of such consultation and of the particulars of the Kosovo Credit Registry consulted in accordance with the legislation governing the personal data and data privacy protection.

Article 91

Information to be included in credit agreements

1. Credit agreements shall be drawn up on paper or on another durable medium where all

contracting parties shall receive a copy of the credit agreement.

2. The credit agreement shall specify in a clear and concise manner:

2.1. the type of credit;

2.2. the identities and geographical addresses of the contracting parties as well as, if applicable, the identity and geographical address of the credit intermediary involved;

2.3. the duration of the credit agreement;

2.4. the total amount of credit and the conditions governing the drawdown;

2.5. in the case of a credit in the form of deferred payments for goods or specific services or in cases of linked credit agreements, the type of goods or services and their cash price;

2.6. the borrowing rate, conditions governing the application of the borrowing rate and, when applicable, any index or reference rate applicable to the initial borrowing rate, as well as the periods, conditions and procedures for changing the borrowing rate; if under different circumstances apply different borrowing rates, then the abovementioned information shall be provided on all applicable rates;

2.7. the annual percentage rate of charge and the total amount payable by the consumer, calculated at the time the credit agreement is concluded; all the assumptions used in order to calculate that rate shall be mentioned;

2.8. the amount, number and frequency of payments to be made by the consumer and, where appropriate, the order in which payments will be allocated to different outstanding balances charged at different borrowing rates for the purposes of reimbursement;

2.9. where capital amortisation of a credit agreement with a fixed duration is involved, the right of the consumer to receive, on request and free of charge, at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table;

2.10. for the purposes of the sub-paragraph 2.9 of the paragraph 2. of this Article, the fixed amortisation table shall show the payments foreseen, periods and conditions relating to the payment of those amounts; table shall contain an analysis of each amortisation of repayment capital showing the interest rate calculated on the basis of the credit and, if applicable, any additional costs; where the interest rate is not fixed or the additional costs may be changed under the credit agreement, the amortization schedule shall indicate, in a clear and concise meaner that the data included in the table will remain valid only as long as the credit rate or the additional costs are changed in accordance with the credit agreement;

2.11. if charges and interest are to be paid without capital amortisation, a statement showing the periods and conditions for the payment of the interest and of any associated recurrent and non-recurrent charges;

2.12. where applicable, the charges for maintaining one or several accounts recording both payment transactions and drawdowns, unless the opening of an account is optional, together with the charges for using a means of payment for both payment transactions and drawdowns, and any other charges deriving from the credit agreement and the conditions under which those charges may be;

2.13. the interest rate applicable in the case of late payments as applicable at the time of the conclusion of the credit agreement and the arrangements for its adjustment and, where applicable, any charges payable for;

2.14. a warning regarding the consequences of missing payments;

2.15. where applicable, a statement, that notarial fees will be payable;

2.16. the sureties and insurance required, if any;

2.17. the existence or absence of a right of withdrawal, the period during which that right may be exercised and other conditions governing the exercise thereof, including information concerning the obligation of the consumer to pay the capital drawn down and the interest in accordance with sub-paragraph 2. of paragraph 2. of Article 95 of this Law and the amount of interest payable per day;

2.18. information concerning the rights resulting from Article 96 of this Law as well as the conditions for the exercise of those rights;

2.19. the right of early repayment, the procedure for early repayment, as well as, where applicable, information concerning the creditor’s right to compensation and the way in which that compensation will be determined;

2.20. the procedure to be followed in exercising the right of termination of the credit agreement;

2.21. if there is a mechanism for reviewing the complaint outside the court, namely filing a complaint with the supervisory authorities;

2.22. where applicable, other contractual terms and conditions;

2.23. the name and address of the competent supervisory authority.

3. Where sub-paragraph 2.9. and 2.10. of paragraph 2. of this Article applies, the creditor shall make available to the consumer, free of charge and at any time throughout the duration of the credit agreement, a statement of account in the form of an amortisation table.

4. In the case of a credit agreement under which payments made by the consumer do not give rise to an immediate corresponding amortisation of the total amount of credit, but are used to constitute capital during periods and under conditions laid down in the credit agreement or in an ancillary agreement, the information required under paragraph 2. of this Article shall include a clear and concise statement that such credit agreements do not provide for a guarantee of repayment of the total amount of credit drawn down under the credit agreement, unless such a guarantee is given.

5. In the case of credit agreements in the form of overdraft facilities as referred to in paragraph 2. of Article 84 of this Law, the following information shall be specified in a clear and concise manner:

5.1. the type of credit;

5.2. the identities and geographical addresses of the contracting parties as well as, if applicable, the identity and geographical address of the credit intermediary involved;

5.3. the duration of the credit agreement;

5.4. the total amount of credit and the conditions governing the drawdown;

5.5. the borrowing rate, conditions governing the application of the borrowing rate and, when applicable, any index or reference rate applicable to the initial borrowing rate, as well as the periods, conditions and procedures for changing the borrowing rate; if under different circumstances apply different borrowing rates, then the abovementioned information shall be provided on all applicable rates;

5.6. the annual percentage rate of charge and the total amount payable by the consumer, calculated at the time the credit agreement is concluded;

5.7. an indication that the consumer may be requested to repay the amount of credit in full on demand at any time;

5.8. conditions governing the exercise of the right of withdrawal from the credit agreement;

5.9. information concerning the charges applicable from the time such agreements are concluded and, if applicable, the conditions under which those charges may be changed.

Article 92
Information concerning the borrowing rate

1. Where applicable, the consumer shall be informed of any change in the borrowing rate, on paper or another durable medium, before the change enters into force. The information shall state the amount of the payments to be made after the entry into force of the new borrowing rate and, if the number or frequency of the payments changes, particulars thereof.

2. The parties may agree in the credit agreement that the information referred to in paragraph 1. of this Article is to be given to the consumer periodically in cases where the change in the borrowing rate is caused by a change in a reference rate, the new reference rate is made publicly available by appropriate means and the information concerning the new reference rate is also kept available in the premises of the creditor.

Article 93
Obligations in connection with credit agreement in the form of an overdraft facility

1. Where a credit agreement covers credit in the form of an overdraft facility, the consumer shall be kept regularly informed by means of a statement of account, on paper or on another durable medium, containing the following particulars:

1.1. the precise period to which the statement of account relates;

1.2. the amounts and dates of drawdowns;

1.3. the balance from the previous statement, and the date thereof;

1.4. the new balance;

1.5. the dates and amounts of payments made by the consumer;

1.6. the borrowing rate applied;

1.7. any charges that have been applied;

1.8. where applicable, the minimum amount to be paid.

2. The consumer shall be informed on paper or another durable medium of increases in the borrowing rate, or of any charges payable, before the change in question enters into force.

3. The parties may agree in the credit agreement that information concerning changes in the borrowing rate is to be given in the manner provided for in paragraph 1. of this Article in cases where the change in the borrowing rate is caused by a change in a reference rate, the new reference rate is made publicly available by appropriate means and the information concerning the new reference rate is also kept available in the premises of the creditor.

Article 94
Open-end credit agreements

1. The consumer may effect standard termination of an open-end credit agreement free of charge at any time unless the parties have agreed on a period of notice. Such a period may not exceed one (1) month.

2. If agreed in the credit agreement, the creditor may effect standard termination of an open-end credit agreement by giving the consumer at least two (2) months' notice drawn up on paper or on another durable medium.

3. If agreed in the credit agreement, the creditor may, for objectively justified reasons, terminate the consumer's right to drawdown on an open-end credit agreement. The creditor shall inform the consumer of the termination and the reasons for it on paper or on another durable medium, where possible before the termination and at the latest immediately thereafter, unless the provision of such information is prohibited by applicable legislation.

4. Reasonable objective reasons in paragraph 3. of this Article are: unauthorized or fraudulent use of credit or increased risk where the customer will not be able to pay back the credit.

Article 95
The right of withdrawal from a consumer credit agreement

1. The consumer shall have a period of fourteen (14) calendar days to withdraw from the credit agreement without giving any reason.

2. That period of withdrawal shall begin:

2.1. either from the day of the conclusion of the credit agreement, or

2.2. from the day on which the consumer receives the contractual terms and conditions and information in accordance with Article 91 of this Law, if that day is later than the date referred to in sub-paragraph 2.1. of paragraph 2. of this Article.

3. If the consumer exercises his right of withdrawal before the expiry of the deadline referred in paragraph 1. of this Article, he shall:

3.1. notify this to the creditor in line with the information given by the creditor pursuant to sub-paragraph 2.17 of paragraph 2. of Article 91 of this Law by notice in writing given on paper or on another durable medium that is available and accessible to the creditor. The deadline shall be deemed to have been met if that notice is dispatched before the deadline determined in paragraph 1. of this Article;

3.2. pay to the creditor the capital and the interest accrued thereon from the date the credit was drawn down until the date the capital is repaid, without any undue delay and no later than thirty (30) calendar days after the dispatch by him to the creditor of notification of the withdrawal. The interest shall be calculated on the basis of the agreed borrowing rate. The creditor shall not be entitled to any other compensation from the consumer in the event of withdrawal, except compensation for any non-returnable charges paid by the creditor to any public administrative body.

4. If an ancillary service relating to the credit agreement is provided by the creditor or by a third party on the basis of an agreement between the third party and the creditor, the consumer shall no longer be bound by the ancillary service contract if the consumer exercises his right of withdrawal from the credit agreement in accordance with this Article.

Article 96
Linked credit agreements

1. Where the consumer has exercised a right of withdrawal, pursuant to the provisions of this Law concerning a contract for the supply of goods or services, the consumer shall no longer be bound by a linked credit agreement.

2. Where the goods or services covered by a linked credit agreement are not supplied, or are supplied only in part, or are not in conformity with the contract for the supply thereof, the consumer shall have the right to pursue remedies against the creditor if the consumer has pursued his remedies against the supplier but has failed to obtain the satisfaction to which he is

entitled according to the law or the contract for the supply of goods or services.

3. This Article shall be without prejudice to any national rules rendering the creditor jointly and severally liable in respect of any claim which the consumer may have against the supplier where the purchase of goods or services from the supplier has been financed by a credit agreement.

Article 97
Early repayment

1. The consumer shall be entitled at any time to discharge fully or partially his obligations under a credit agreement. In such cases, he shall be entitled to a reduction in the total cost of the credit. Such reduction consists in the interest and the costs for the remaining duration of the contract. Upon receipt of a credit prepayment request, the creditor must complete all the termination of the loan within fifteen (15) days.

2. In the event of early repayment of credit, the creditor shall be entitled to fair and objectively justified compensation for possible costs directly linked to early repayment of credit provided that the early repayment falls within a period for which the borrowing rate is fixed as determined in the credit agreement.

3. If the period between the early repayment and credit maturity is over one (1) year, the compensation given in paragraph 2. of this Article shall not exceed one (1%) percent of the credit amount paid before the deadline and if this period does not exceed one (1) year, the compensation does not exceed zero point five (0.5%) percent of the credit amount -principal paid in advance.

4. Compensation for early repayment shall not be claimed:

4.1. if the repayment has been made under an insurance contract intended to provide a credit repayment guarantee;

4.2. in the case of overdraft facilities; or

4.3. if the repayment falls within a period for which the borrowing rate is not fixed.

5. Any compensation shall not exceed the amount of interest the consumer would have paid during the period between the early repayment and the agreed date of termination of the credit agreement.

Article 98
Assignment of rights

1. In the event of assignment to a third party of the creditor’s rights under a credit agreement or the agreement itself, the consumer shall be entitled to plead against a third party any defense which was available to him against the original creditor, including set-off where the latter is permitted under the legislation on obligational relationships.

2. The consumer shall be informed of the assignment referred to in paragraph 1. of this Article, except where the original creditor, by agreement with the third party, continues to service the credit vis-à-vis the consumer.

Article 99
Overrunning

1. In the case of an agreement to open a current account, where there is a possibility that the consumer is allowed an overrun, the agreement shall contain in addition the information referred to in sub-paragraph 1.5. of paragraph 1. of Article 87 of this Law. The creditor shall in any case provide that information on paper or another durable medium on a regular basis.

2. In the event of a significant overrunning exceeding a period of one month, the creditor shall inform the consumer without delay, on paper or on another durable medium:

2.1. of the overrunning;

2.2. of the amount involved;

2.3. of the borrowing rate;

2.4. of any penalties, charges or interest on arrears applicable.

Article 100
Calculation of the annual percentage rate of charge

1. The annual percentage rate of charge, equating, on an annual basis, to the present value of all commitments such as drawdowns, repayments and charges, future or existing, agreed by the creditor and the consumer, shall be calculated in accordance with the normative act for calculating the annual percentage rate drafted by the Central Bank of Kosovo.

2. For the purpose of calculating the annual percentage rate of charge, the total cost of the credit to the consumer shall be determined, with the exception of any charges payable by the consumer for non-compliance with any of his commitments laid down in the credit agreement and charges other than the purchase price which, for purchases of goods or services, he is obliged to pay whether the transaction is effected in cash or on credit.

3. The costs of maintaining an account recording both payment transactions and drawdowns, the costs of using a means of payment for both payment transactions and drawdowns, and other costs relating to payment transactions shall be included in the total cost of credit to the consumer unless the opening of the account is optional and the costs of the account have been clearly and separately shown in the credit agreement or in any other agreement concluded with the consumer.

4. The calculation of the annual percentage rate of charge shall be based on the assumption that the credit agreement is to remain valid for the period agreed and that the creditor and the consumer will fulfil their obligations under the terms and by the dates specified in the credit agreement.

5. In the case of credit agreements containing clauses allowing variations in the borrowing rate and, where applicable, charges contained in the annual percentage rate of charge but unquantifiable at the time of calculation, the annual percentage rate of charge shall be calculated on the assumption that the borrowing rate and other charges will remain fixed in relation to the initial level and will remain applicable until the end of the credit agreement.

Article 101
Supervision of Credit Institutions

Credit Institutions are supervised by Central Bank of Kosovo.

Article 102
Certain obligations of credit intermediaries toward customers

1. A credit intermediary shall indicate in advertising and documentation intended for consumers the extent of his powers, in particular whether he works exclusively with one or more creditors, or as an independent broker.

2. The fee, if any, payable by the consumer to the credit intermediary for his services is disclosed to the consumer, and agreed between the consumer and the credit intermediary on paper or another durable medium before the conclusion of the credit agreement.

3. Payment, if any, payable by the consumer to the credit intermediary for his services is communicated to the creditor by the credit intermediary, for the purpose of calculation of the annual percentage rate of charge.

CHAPTER XII
TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS

Article 103
Advertising

1. Any advertising shall specify the possibility of obtaining the information referred to in paragraph 2. of Article 104 of this Law and indicates where it can be obtained.

2. Where a timeshare, long-term holiday product, resale or exchange contract is to be offered to a consumer at a promotion or sales event, the trader shall clearly indicate in the invitation the commercial purpose and the nature of the event.

3. The information referred to in paragraph 2. of Article 104 of this Law shall be available to the consumer at any time during the event.

4. A timeshare or a long-term holiday product shall not be marketed or sold as an investment.

Article 104
Pre-contractual information in timeshare, long-term holiday product, resale and exchange contracts

1. In good time before the consumer is bound by any contract or offer, the trader shall provide the consumer, in a clear and comprehensible manner, with accurate and sufficient information.

2. Standard information forms referred to in paragraph 1. of this Article, in cases of timeshare,

long-term holiday product, resale and exchange contracts shall be regulated by a sub-legal act;

3. The information referred to in paragraph 2. of this Article shall be provided free of charge by the trader, on paper or on another durable medium which is easily accessible to the consumer.

4. The information referred to in paragraph 2. of this Article shall be drafted in one of the official languages of the Republic of Kosovo, at the choice of the consumer.

Article 105

Changes to the agreement

The information referred to in paragraph 2. of Article 104 of this Law shall form an integral part of the contract and should not be altered unless the parties expressly agree otherwise or the changes result from exceptional and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided even if all due care had been exercised. These changes shall be communicated to the consumer on paper or on another durable medium easily accessible to him, before the contract is concluded, and the contract shall expressly mention any such changes.

Article 106

Additional information

1. In addition to the information referred to in paragraph 2. of Article 104 of this Law, the contract shall include:

1.1. the identity, place of residence and signature of each of the parties; and

1.2. the date and place of the conclusion of the contract.

Article 107

Form and language of the timeshare, long-term holiday product, resale and exchange contracts

1. The timeshare, long-term holiday, resale or exchange contract shall be in writing, on paper or on another durable medium, and drawn up in one of the official languages, at the choice of the consumer.

2. However, despite paragraph 1. of this Article, in the case of a timeshare contract concerning one specific immovable property, the trader shall provide the consumer with a certified translation of the contract in one of the official languages, at the choice of the consumer.

3. In any case, the consumer may request from the trader that the contract drafted to be provided in understandable language, provided that language is one of the official languages of the Republic of Kosovo.

Article 108
Information on the right of withdrawal from timeshare, long-term holiday product, resale and exchange contracts

1. Before concluding the contract, the trader shall explicitly draw the consumer's attention to the existence of the right of withdrawal, the length of the withdrawal period referred to in Article 109 of this Law, and the ban on advance payments during the withdrawal period referred to in Article 112 of this Law.

2. The corresponding contractual clauses shall be signed separately by the consumer.

3. The contract shall include a separate standard withdrawal form, which shall be set by a sub-legal act, intended to facilitate the exercise of the right of withdrawal in accordance with Article 109 of this Law.

4. The consumer shall receive a copy or copies of the contract at the time of its conclusion.

Article 109
Right of withdrawal from timeshare, long-term holiday product, resale and exchange contracts

1. In addition to the remedies available to the consumer under the Law on Obligational Relationships, in the event of breach of the provisions of the contract, the consumer is given a period of fourteen (14) calendar days to withdraw from the timeshare, long-term holiday, resale or exchange contract, without giving any reason.

2. The withdrawal period shall be calculated:

2.1. from the day of the conclusion of the contract or of any binding preliminary contract; or

2.2. from the day when the consumer receives the contract or any binding preliminary contract if it is later than the date referred to in sub-paragraph 2.1. of this Article.

3. The withdrawal period shall expire:

3.1. after one (1) year and fourteen (14) calendar days from the day referred to in paragraph 2. of this Article of this Law, where a separate standard withdrawal form as required by paragraph 3. of Article 108 of this Law has not been filled in by the trader and is provided to the consumer in writing, on paper or on another durable medium;

3.2. after three (3) months and fourteen (14) calendar days from the day referred to in paragraph 2. of this Article, where the information referred to in paragraph 2. of Article 104 of this Law, including the standard information form to be set by a sub-legal act pursuant to paragraph 2. of Article 104 of this Law, has not been provided to the consumer in writing, on paper or on another durable medium.

4. Where a standard withdrawal form as required by paragraph 2. of Article 104 of this Law has been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium, within one year from the day referred to in paragraph 2. of this Article, the

withdrawal period shall start from the day the consumer receives that form. Similarly, where the information referred to in paragraph 1. of Article 108 of this Law, including the standard information form to be set by a sub-legal act pursuant to paragraph 2. of Article 104 of this Law, has been provided to the consumer in writing, on paper or on another durable medium, within three (3) months from the day referred to in paragraph 2. of this Article, the withdrawal period shall start from the day the consumer receives such information.

5. In the event that the exchange contract is offered to the consumer together with and at the same time as the timeshare contract, only a single withdrawal period in accordance with paragraph 1. of this Article shall apply to both contracts. The withdrawal period for both contracts shall be calculated according to the provisions of paragraph 2. of this Article as they apply to the timeshare contract.

Article 110

Modalities for exercising the right of withdrawal from timeshare, long-term holiday product, resale and exchange contracts

Where the consumer intends to exercise the right of withdrawal, the consumer shall, before the expiry of the withdrawal period, notify the trader on paper or on another durable medium of the decision to withdraw. The consumer may use the standard withdrawal form to be set by a sub-legal act pursuant to paragraph 2. of Article 104 of this Law provided by the trader in accordance with paragraph 1. of Article 108 of this Law. The deadline is met if the notification is sent before the withdrawal period has expired.

Article 111

Effects of exercising the right of withdrawal from timeshare, long-term holiday product, resale and exchange contracts

1. The exercise of the right of withdrawal by the consumer terminates the obligation of the parties to perform the contract.

2. Where the consumer exercises the right of withdrawal, the consumer shall neither bear any cost nor be liable for any value corresponding to the service which may have been performed before withdrawal.

Article 112

Advance payment (prepayment) in timeshare, long-term holiday product, resale and exchange contracts

1. In relation to timeshare, long-term holiday product and exchange contracts, any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the end of the withdrawal period according to Article 108 of this Law, is prohibited.

2. In relation to resale contracts, any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader or to any third party by the consumer before the actual sale takes place or the resale contract is otherwise terminated, is prohibited.

Article 113
Specific provisions relating to long-term holiday product contracts

1. For long-term holiday product contracts, payment shall be made according to a staggered payment schedule. Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule shall be prohibited. The payments, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value. The trader shall send a written request for payment, on paper or on another durable medium at least fourteen calendar (14) days in advance of each due date.

2. From the second instalment payment onwards, the consumer may terminate the contract without incurring any penalty by giving notice to the trader within fourteen (14) calendar days of receiving the request for payment of each instalment. This right shall not affect the rights to terminate the contract under the general provisions of the Law on Obligational Relationships.

Article 114
Termination of ancillary contracts

1. Where the consumer exercises the right to withdraw from the timeshare or long-term holiday product contract, any exchange contract ancillary to it or any other ancillary contract is automatically terminated, at no cost to the consumer.

2. Where the price is fully or partly covered by a credit granted to the consumer by the trader, or by a third party on the basis of an arrangement between the third party and the trader, without prejudice to Article 86 of this Law, the credit agreement shall be terminated, at no cost to the consumer, where the consumer exercises the right to withdraw from the timeshare, long-term holiday product, resale or exchange contract.

CHAPTER XIII
HANDLING OF CONSUMER COMPLAINTS

Article 115
Consumer complains

1. The customer has the right to file a complaint against the trader from whom the product was purchased in case of nonconformity between the product and the contract, concerning issues guaranteed, due to the purchase, as well as other reasons related, in accordance with the Law.

2. The purchase referred to in paragraph 1. of this Article may be established on the basis of the invoice for the purchase of the product, sales contract and warranty card or in another appropriate manner.

3. The complaint referred to in paragraph 1. of this Article shall be submitted on paper or in any other durable medium, accessible to the consumer.

4. The seller shall, in the premises of sale and in a visible place, submit information on the manner and place of filing the complaint, and when an agreement reached, shall notify the customer about this in an appropriate manner.

5. The burden of proof of the obligation referred to in paragraph 4. of this Article shall be upon the trader.

6. The trader shall keep evidence on complaints referred to in paragraph 1. of this Article and he/she shall keep the same at least two years from the date he/she received the customer complaint.

7. The evidence referred to in paragraph 6. of this Article shall contain information on the complaint and the date of receipt of the complaint, the product, the scope and case of the complaint and the date of issuance of the notice referred to in paragraph 4. of Article 116 of this Law, and it shall be kept in the form of a book of hard copy or in electronic format.

8. The trader is obliged to ensure the presence of a person authorized to receive complaints in the place of submission of complaints during the working hours.

Article 116
Resolution of complaints

1. The trader is obliged to respond to the customer without delay, no later than fifteen (15) days from the receipt of the complaint, in writing or in any other form, in a durable medium accessible to the customer, with the evaluation on the content of the complaint, containing a proposal for its resolution.

2. If the complaint is not resolved immediately, the trader is obliged to issue a written notice on receipt of consumer complaint.

3. The burden of proof regarding the obligation to issue a notice to the customer shall be upon the trader.

4. The notice referred to in paragraph 2. of this Article shall contain the data from the evidence referred to in paragraph 7. of Article 115 of this Law, and the date of issue of the notice.

5. Regulators or other competent bodies to decide regarding the consumer appeal against the decision of the trader, unless otherwise provided by special regulation, shall take a decision in the time period of two (2) months from the date of appeal.

CHAPTER XIV
ADMINISTRATIVE AND LEGAL PROTECTION OF CONSUMERS

Article 117
Request for consumer protection

1. If a trader does not respond to the customer’s complaint within the period referred to in paragraph 1. of Article 116 of this Law, the consumer may file a request for protection of his rights under this Law at the administrative body responsible for inspection and supervision of the implementation of this the Law, which will take action in accordance with this Law.

2. If a trader rejects a complaint, the customer may file a request for protection of his rights to

an inspection authority or seek protection of his rights by a court proceeding or extrajudicial procedures.

3. In cases referred to in paragraph 2. of this Article, if a request for protection of rights was submitted to a competent inspection authority which may, by direct observation and/or undertaking other certain actions, without the involvement of experts and organizations, determine that the consumer's rights according to this Law are violated, especially the rights regarding the prices, guarantee, conformity of products, product damage given for repair, unfair terms in contracts and unfair trading practices, shall undertake actions and guide the trader to act regarding the complaint of the customer in accordance with this Law.

4. If the competent inspection authority is not able to decide, on the basis of the implemented actions referred to in paragraph 3. of this Article, if the rights of a consumer under this Law are violated, shall inform the customer in writing that he may request protection of his rights in extrajudicial institutions or through judicial proceedings.

5. Nothing in this Article shall prevent the customer to seek assistance in court or out of court proceedings even before he/she addresses a complaint against the trader.

CHAPTER XV
JUDICIAL PROTECTION OF THE CONSUMER INTERESTS

Article 118
Action-order on the protection of consumers' collective interests

1. If a trader uses unfair contractual provisions, business practices, or in any other way violates consumer rights determined by this or other Laws, and thus violates the collective interests of consumers, then an action that requires the termination or prohibition of such violation may be initiated against him/her (hereinafter: collective action).

2. The collective action can be initiated against an individual trader or a group of traders from the same economic sector against the economic chambers or associations of traders who encourage or recommend the practice or the use of contract conditions, on which is required a termination, or against a drafter of a Code of conduct, when that code promotes the use of illegal business practices, as defined in the provisions of Article 72 of this Law.

Article 119
Persons authorized to initiate procedures

1. Collective action may be initiated by:

1.1. consumer organizations referred to in paragraph 1. of Article 134 of this Law;

1.2. chambers and associations of economic interests of the respective business fields;

1.3. regulators within their specific fields;

1.4. individual on behalf of collective interest.

Article 120

Actions preceding the procedures through judicial institutions

1. Before the initiation of collective action, the authorized person must inform in writing the person against whom the claim is claimed, and in case they do not terminate the violation, the collective action will be initiated against them.

2. The authorized person can initiate a collective action only after fourteen (14) days from the date of the delivery of the notice as it appears in paragraph 1. of this Article.

3. The action on the issuance of the temporary measure can be initiated to the judiciary with the proposal of the authorized person before the expiry of the period referred to in paragraph 2. of this Article.

Article 121

Specific rules of procedure

1. The Department for Commercial Matters operating within the Basic Court in Prishtina has the trial exclusive jurisdiction over proceedings on collective action.

2. The value of the disputed matter is determined by the court.

3. The court must determine the value of the disputed matter up to EUR five thousand (5,000), regardless the current economic importance of the disputed matter.

4. If it comes to the reduction of the value of the disputed matter, particular attention should be paid to the complexity and scope of the disputed matter, to the number of persons against whom the procedure is initiated and to the importance of the application in terms of public interest.

Article 122

Suspensions and similar actions

1. In cases where the collective action procedures are pending, other procedures on collective consumer protection in respect of the same claim against the same defendant cannot be imposed.

2. Other authorized persons may join the claim during the procedure, as intruders without the right to reimbursement.

3. The initiated collective action procedures should not prevent the consumer who suffers consequences from damages caused by trader violations, to initiate in the competent court the procedures for damages or any other procedures for the exercise of the rights that belong to him based on this Law or other laws.

Article 123

Court decision

1. If the collective action is well founded, it is provided that the court, in its decision determines to the defendant in a detailed way the violation of this or any other law in accordance with

paragraphs 1. and 2. of Article 118 of this Law:

1.1. by ordering them to terminate the use of unfair contract conditions or illegal practices referred to in paragraphs 1. and 2. of Article 118 of this Law, by ordering them to take the necessary measures to remove the negative consequences caused by them, if possible;

1.2. by preventing substantially similar actions in the future;

1.3. by ordering them to publish, on their expenses, fully or partially the decision if the publication can contribute to the reduction or full repayment of the negative consequences referred to in paragraph 1. of Article 118 of this Law;

1.4. by ordering them to publish, on their expenses, a correction of forbidden advertisements, if applicable.

2. The court shall set the deadline for the implementation of the final decision.

Article 124

Judicial decision effects

1. The implementation of the final decision referred to in Article 123 of this Law may be requested by the claimant or by any consumer who has a legal interest.

2. If the court prohibits the use of specific provisions in the contract, the trader who has been on the quality of the party besides the collective action procedure cannot be called in the same contracts' provisions concluded earlier.

Article 125

Specific provisions for the procedures relating to unfair business practices

1. In case the collective action procedure is initiated due to the unfair business practices referred to in Articles 8 to 12 of this Law, in addition to deciding whether the business practice is unfair, it will not be considered if that practice has caused or may cause damage to someone, or if the person to whom the procedure is being conducted against is guilty for prohibited business practices.

2. If the collective action procedure was initiated due to fraudulent business practice referred to in Articles 9 and 10 of this Law, the court within a period of fifteen (15) days shall request from the defendant, if appropriate, that in addition to the circumstances of the case and taking into account the legitimate interests of the defendant, to provide evidence within seven (7) days confirming the accuracy of the factual claims made regarding the business practice if the evidence is not provided within the prescribed period as it appears in this paragraph, or if the court finds that the provided testimony is not completed or sufficient, than it will be considered that the provided factual allegations on business practices are untrue.

Article 126

Binding power of the court decision

Throughout the procedure of an individual consumer action, as it appears in paragraph 3. of

Article 122 of this Law, against the same defendant, in addition to the collective action procedure which resulted to be successful, the court is obliged to decide in favour of consumer, based on the findings of the court in the collective action procedure.

Article 127

Registration of judgement

1. The Ministry maintains an electronic register of the finalized collective actions of the final approved decisions.

2. The Court shall submit to the Ministry the collective action immediately after the submission and the judgement immediately after the approval.

3. In case the registered judgement later is changed or set aside as a result of an extraordinary appeal, it shall be deleted from the register.

4. Register of decisions shall be public and the access shall be free.

5. The detailed content and manner of maintaining the register of presented activities and approved decisions shall be determined by the sublegal act of the Ministry.

Article 128

Temporary measures

1. The court, in addition to waiting for approval of the final decision, according to the conditions laid down by the legislation in force, may issue a temporary measure ordering the termination of the treatment that violates the collective interests of consumers.

2. The court may order a temporary measure if the trader has not yet begun any action against the violation of the collective interests of consumers, namely the beginning of such action is unavoidable.

Article 129

The proper application of the Law on Contested Procedure

Unless otherwise provided by this law, in the procedure on action referred to in Article 118 of this Law, the court shall apply the provisions of the law governing the contested procedure.

CHAPTER XVI
BEARERS OF CONSUMER PROTECTION

Article 130

Responsible structure for consumer protection

1. Responsible structure for consumer protection shall be established by this Law and it is competent for consumer protection.

2. MTI by a sub-legal act shall regulate the organization and functioning of responsible structure for consumer protection.

Article 131
Consumer Protection Program

1. Consumer Protection Program shall establish the policies for consumer protection for four (4) years and set out the work within the consumer protection.

2. Consumer Protection Program is developed by the Council of Consumer Protection.

3. Consumer Protection Program with the proposal of the Minister of the Ministry of Trade and Industry is submitted to the Government for approval.

4. Consumer Protection Program will be approved by the Government no later than ninety (90) days after its reception.

5. The setting out of the consumer protection policies, especially the monitoring of the implementation of the Consumer Protection Program is conducted by the Ministry of Trade and Industry.

6. Consumer Protection Program sets out:

6.1. policies' principles and goals of consumer protection;

6.2. priority tasks when drafting consumer protection policies;

6.3. use of financial resources for accomplishing the tasks of consumer protection program.

Article 132
Council of Consumer Protection

1. The Government of the Republic of Kosovo upon the proposal of the Minister of the Ministry of Trade and Industry shall appoint the Council of Consumer Protection of Kosovo.

2. The chairman and members of the Council with the proposal by the Minister of the Ministry of Trade and Industry shall be appointed by the Government for a period of five (5) years.

3. The minister of the Ministry of Trade and Industry with the proposal of the Council proposes the Government filling of the position or replacement of the chairman or of any new member within the mandate.

4. The Council is an advisory body on consumer protection policies.

5. The Council has the Secretariat which carries out the technical works for the Council.

6. The Council operates based on the rules of procedure, which shall be drafted by the Council.

7. The Council drafts and oversees the implementation of the Consumer Protection Program and reports to the Minister of the Ministry of Trade and Industry on the implementation of the Consumer Protection Program, supports changes in the existing legislation and regulations.

8. The Council by participating in the establishment of the consumer protection policy, reports to the Government of Kosovo for the cases of collective violations of consumer rights.

9. The work of the Council shall be public.

10. The Council through the Minister of the Ministry of Trade and Industry, shall submit the annual report to the Kosovo Government.

11. The Government of Kosovo, through a decision, determines the compensation for the members of the Council, allowed by the budget of the Republic of Kosovo.

12. The meetings of the Council of Consumer Protection are foreseen every two-months.

Article 133
Consumer Protection Association

1. Consumer protection association shall be established for the protection of consumer rights and interests. It is a non-governmental organization, independent of manufacturers, sellers, suppliers or service providers.

2. Consumer Associations registration is made in accordance with the applicable Law.

3. The activity of consumer associations shall be regulated through their statute.

4. Consumer representatives who participate in the central administration bodies for matters relating to consumer protection are appointed by the association itself.

5. Consumer Protection Association is presented on behalf of its members and acts in the interest of all consumers. Through its representative it gives opinions on proposed acts that may impact the consumer, participates in meetings which are of interest for the consumer, and mediates between central authorities and consumers and between traders and consumers in order to protect consumer interests.

6. Consumer Protection Association informs consumers about their rights and submits a list of traders who over the past years have damaged the consumer or deliberately have sold dangerous goods for consumer`s health and safety.

7. Consumer Protection Associations may establish the union of associations which protect the interests of consumer in order to achieve common interests at national and international level.

CHAPTER XVII
CONSUMER INFORMATION AND EDUCATION

Article 134
The curriculum

1. The Ministry of Education, Science and Technology is obliged to initiate drafting of the curriculums for primary, secondary and University education, including basic knowledge related to consumer protection.

2. The Ministry of Trade and Industry proposes and supports the Ministry of Education, Science and Technology to begin the preparation of educational programs, curriculums and training on consumer protection within the curriculum.

3. Ministry of Trade and Industry in cooperation with the Minister of Education, Science and Technology and consumer protection associations must strongly promote the consumer rights at all levels of educational institutions.

4. Ministry of Trade and Industry will participate in training and capacity building of consumer protection associations in meeting the specified obligations with this Article.

CHAPTER XVIII
SUPERVISION

Article 135
Supervision

1. Supervision and implementation of this Law and other sub-legal acts approved on the basis of this Law shall be conducted by the Ministry of Trade and Industry and other relevant authorities of the state administration.

2. Inspection supervision on the implementation of this Law shall be performed by the state administration bodies by the competent inspectorates, independent legal persons authorized to perform the inspection supervision and the local authorities through local inspectors, within the competence of local government.

Article 136
Administrative measures

1. In addition to administrative measures stipulated by the Law on Inspection Supervision, the competent inspector should instruct the trader to remove the irregularities identified and to specify a period within which the irregularities identified must be removed, if during inspection was established that:

1.1. the trader has failed to comply with the requirements prescribed in Article 13 of this Law;

1.2. the goods or services are not labelled as defined Article 16 of this Law;

1.3. the trader has failed to provide proper packaging material or has calculated the weight and size inadequately Article 17 of this Law;

1.4. the trader has failed to deliver the goods declaration with its specifications as provided Article 18 of this Law;

1.5. the trader has failed to place on the label the content of the goods or packaging of goods, as defined in Article 19 of this law;

1.6. The notification was placed in goods in such a way that damages the goods in paragraph 5. Article 19 of this Law;

1.7. the quality of service provided to the public interest is not in accordance with the Article 23 of this law;

1.8. the price does not appear or is not available in the manner and under the conditions defined in Article 26 of this Law;

1.9. the unit price list for fuel is not placed at the fuel station as defined in Article 29 of this Law;

1.10. the trader has failed to place the price list at the parking entrance as defined in Article 30 of this law;

1.11. if the retail price of goods or services and prices per unit of goods published in the advertisements, are not the same as defined in Article 31 of this law;

1.12. the trader has failed to inform the consumer in a clear and understandable way regarding the contracts other than the distance ones and off-premises contracts, in the manner and under conditions defined in Article 38 of this Law;

1.13. the trader has failed to inform the consumer in a clear and comprehensible way regarding the distance and off-premises contracts, in the manner and under conditions defined in Article 39 of this Law;

1.14. the trader has failed to provide to the consumer the product in the manner and under conditions defined in Article 51 of this Law;

1.15. the trader has failed to act in the manner prescribed by law, regarding the prohibited invoicing/fees defined in Article 52 of this Law;

1.16. the trader has failed to issue an invoice for the purchased product, or

failed to issue an invoice in the manner and content determined in accordance with Article 57 of this Law;

1.17. the trader failed to keep evidence of complaints submitted by consumers

Article 115, paragraph 6. of this Law.

2. The competent inspector shall issue a decision to temporarily prohibit the trader to sell goods

or provide services until the irregularities are not eliminated when the trader has failed to comply with the decision referred to in paragraph 1. of this Article.

3. The competent inspector may issue a decision to temporarily prohibit the trader to use the unfair conditions of the contract as provided in the provisions of Articles 71, 72 and 73 of this Law.

4. In addition to measures mentioned in paragraphs 1. and 2. of this Article, the competent inspector may instruct the trader to compensate the consumer;

5. The complaint against the decisions referred to in paragraphs 1. to 4. of this Article shall not postpone the execution of the decision.

CHAPTER XIX
PUNITIVE PROVISIONS

Article 137
Penalty provisions

1. Violations of the provisions of this law, when they do not constitute a criminal offense, constitute an administrative offense and are punishable as follows:

1.1. the legal person - the trader shall be fined in the amount of one thousand (1,000) Euro to ten thousand (10,000) Euro for a violation if:

1.2. has sold, served or offered alcoholic beverages and tobacco to persons under the age of eighteen (18) as defined in Article 15, paragraph 1. of this Law;

1.3. fails to ensure that the goods or services he sells are equipped with the label, which contains information about the manufacturer and his address, name of the goods, quantity, composition, quality, production date, time and manner of use, maintenance, risk in case it exists according to Article 16 paragraph 1. and 8. of this Law;

1.4. fails to ensure that the label is written in a way so that it is clear, visible and legible in the official languages under the applicable Article 16, paragraph 6. of this Law;

1.5. fails to provide in a clear, visible and legible way the price of packaged goods Article 17, paragraph 2. of this Law;

1.6. fails to provide a declaration of goods in writing and with signs regarding the goods' specifications related to trade sign, trademark Article 18 of this Law;

1.7. fails to provide clear, visible, legible, understandable and indelible goods' content as defined in Article 19 paragraph 1. and 3. of this Law;

1.8. does not provide information on the content of packaged goods, as required by Article 19, paragraph 4. of this Law;

1.9. fails to inform the consumer in advance, in electronic and written media, with all the conditions of public services under Article 20 paragraph 3. of this law;

1.10. fails to indicate the selling price and the unit price for all products offered on the market Article 26, paragraph 1. of this law;

1.11. fails to establish a clear, visible and legible selling and/or unit price for retail and/or wholesale of goods or services as provided by Article 26, paragraph 7. and also if he fails to ensure the consumer that the price paid will be equal to the price offered in Article 26, paragraph 9. of this Law;

1.12. fails to display a clear and visible price list placed in the sales area for consumers for the services provided by Article 55 paragraph 1. and also if he does not emphasize the nature and scope of services for the services provided in Article 27, paragraph 3. of this law;

1.13. fails to provide unit prices for fuel at the fuel station under Article 29 of this law;

1.14. fails to establish a price list that is easily accessible at the entrance of parking spaces for the parking of motor vehicles or parking spaces for rent in garages defined in Article 30 of this law;

1.15. the trader fails to provide information to the consumer for services provided in paragraph 2. of Article 38 of this law;

1.16. the trader fails to provide any information to the consumer, within a reasonable time before the end of the distance or off-premises contracts under Article 39 of this law;

1.17. the trader fails to provide to the consumer the information in the form required in accordance with Article 40 of this law;

1.18. regarding the off- premises contracts, the trader fails to provide to the consumer the information in the form required in accordance with paragraph 4. of Article 40 of this law;

1.19. the trader fails to provide to the consumer in an appropriate manner the information on the means of distance communication used in simple and understandable language for distance contracts under paragraph 1. of Article 41 of this law;

1.20. fails to make the consumer clearly and distinctly aware when the distance contract was concluded by electronic means, and he directly before the consumer places his order for payment under Article 41 paragraph 2. of this law;

1.21. the trader fails to ensure that the trading websites show clearly and legibly at the latest at the beginning of the ordering process if the restrictions on delivery are applied and the payment means are accepted under Article 41 paragraph 4. of this law;

1.22. fails to inform the consumer, so that distance contracts when he places his order, clearly mean that the order implies an obligation to pay according to Article 41 paragraph 3. of this law;

1.23. while talking on the phone he fails to reveal his identity and, where appropriate, the identity of the person on whose behalf he makes that call, and the commercial purpose of the call is intended to conclude a distance contract according to Article 41 paragraph 6. of this law;

1.24. fails to clearly show to the consumer that when a distance contract is concluded through the phone, he is bound only after having signed the contract according to Article 41, paragraph 7. of this law;

1.25. removes or changes the label of goods/services or other information related to the goods/services offered by the manufacturer and/or supplier according to Article 44 paragraph 2. of this law;

1.26. fails to compensate all the payments received from the consumer, not later than fourteen (14) days from the day on which he is informed of the consumer's decision to withdraw from the contract according to Article 46 paragraph 1. of this Law;

1.27. fails to deliver the goods at the time agreed with the consumer or does this no later than thirty (30) days from termination of the contract according to Article 51, paragraph 1. and 2. of this Law;

1.28. fails to compensate to the consumer all the amounts paid under the contract under Article 51 paragraph 3. of this law;

1.29. applies consumption fees that exceed the cost that is affordable by the trader for the use of such means under Article 52 of this Law;

1.30. fails to provide to the consumer a correct, indelible, clear and acceptable invoice/ fiscal coupon on paper or in electronic form Article 57 paragraph 1. of this Law;

1.31. fails to inform the consumer before the conclusion of the distance contract according to Article 62 of this Law;

1.32. (the creditor) fails to provide to the consumer the pre-contractual information requirements for credit agreements according to Article 86 paragraph 1. and 2. of this law;

1.33. (the creditor) fails to provide pre-contractual information requirements for certain credit agreements under Article 87 paragraph 1. and 2. of this Law;

1.34. (the creditor) fails to provide a description of the consumption of the main features of financial services, as required by the consumer according to Article 87, paragraph 4. of this Law;

1.35. (the creditor) does not inform the consumer of any changes in the borrowing rate, on paper or on another durable medium, before the change comes into force according to Article 92 paragraph 1. of this Law;

1.36. (the creditor) does not regularly inform the consumer when a credit agreement covers the credit in the form of overdraft, by way of an account statement, on paper or on another durable medium according to Article 93 paragraph 1. of this law;

1.37. (the creditor) does not inform the consumer on the borrowing rate increase, on paper or another durable medium, before the change comes into force according to Article 93 paragraph 2. of this Law;

1.38. (the creditor) does not inform the consumer, if according to the loan agreement or any another agreement, the rights of the creditor are transferred to a third party according to Article 98 of this Law;

1.39. does not act in accordance with the requirements laid down in Article 104, paragraph 3. of this Law.

2. The natural person and the responsible person of the legal person shall be fined in an amount of four hundred (400) euro to two thousand (2,000) euro for a violation referred to in paragraph 1. of this Article.

3. Besides the fine from paragraph 1. of this Article, a protective measure of prohibition of carrying out economic activities can be imposed for a period from two (2) to six (6) months.

Article 138

1. The legal person - trader, will be fined in an amount between five thousand (5.000) euro to twenty thousand (20,000) euro for a violation, if;

1.1. acts in contrary to Article 13 of this Law;

1.2. leaves messages or advertising material in places banned by Article 14 (paragraphs 1., 2. and 3.) of this Law;

1.3. fails to provide to the consumer a manual prepared by the manufacturer on easier and safer way of use, to provide guarantee and technical manual on packaged goods as defined in Article 16, paragraph 5. of this Law;

1.4. fails to provide to the consumer the proper packaging, size, and weight of goods under Article 17 paragraph 1. of this law;

1.5. fails to show the unit price for the products that are not packaged and are weighted in the presence of the consumer Article 26, paragraph 3. of this law;

1.6. fails to provide a clear, easily identifiable and clearly legible selling price and unit price under Article 26, paragraph 4. of this law;

1.7. acts in contradiction with Article 28 of this Law, as it fails to point out the clear and visible price for the products sold in kiosks or similar objects according to Article 28 of this law;

1.8. fails to provide a clear, visible and legible notice marked with “Action” or “Action Sale” and/or “Discount Sale” according to Article 32 of this law;

1.9. does not act in accordance with the requirements prescribed in Article 34 of this law;

1.10. does not physically separate the discounted goods from other goods which are not discounted and located near them or on them, so that there is a clear, visible and legible notice that they are with discount or compensation according to Article 35 of this law;

1.11. fails to show in a clearly, visible and legible way all price changes, when the product sold at a discount was discounted few times according to Article 36, paragraph 2. and if he also advertises as seasonal sale according to Article 36, paragraph 6. of this law;

1.12. fails to comply with the declaration of requirements and retail price according to Article 57 paragraph 3. of this law;

1.13. fails to deliver the promised award/prize to the consumer who was announced as the winner of a promised award in accordance with the legislation in force under Article 58 of this law;

1.14. does not act in accordance with the provisions of Article 59 of this law;

1.15. does not give standard information regarding credit agreements in a clear, concise and visible way according to Article 85 of this law;

1.16. (the creditor) does not inform the consumer in due time when the credit application is denied according to Article 90 of this law;

1.17. (the supplier) fails to communicate to the consumer all the contractual conditions and the information referred to in Article 62 paragraph 1. and Article 63 of this Law;

1.18. (the creditor) does not inform the consumer on paper or on another durable medium, in the event of a significant overrun in relation to a period of more than one (1) month according to Article 99 of this law;

1.19. does not provide information to the consumer as required under Article 103, paragraph 2. of this Law;

1.20. has marketed or sold as an investment, a holiday product with a term or long-term holiday product (Article 103 paragraph 4. of this law);

1.21. fails to make available the information to the consumer at any time as required by Article 104, paragraph 2. and 3. of this law;

1.22. does not notify the consumer in due time, for any changes in the agreement that occur as a result of exceptional and unpredictable circumstances Article 105 of this law;

2. The natural person and the responsible person of the legal entity shall be punished in an amount between four hundred (400) Euros and two thousand (2,000) Euros for the violation referred to in paragraph 1. of this Article.

Article 139

1. The legal person shall be fined in an amount between one thousand (1,000) Euros to fifteen thousand (15,000) Euros for a violation, if:

1.1. it does not act in accordance with the provisions of paragraphs 11. and 1.3 of Article 26 of this Law;

1.2. fails to display the information for the consumer, in a clear and understandable way as provided in sub-paragraphs 1.1 to 1.8 of paragraph 1. of Article 38 of this law, for different distance or off-premises contracts;

1.3. fails to compensate the consumer when he himself has offered the return of goods according to Article 46, paragraph 3. of this Law;

1.4. fails to get the consent of the consumer for any additional payment except the remuneration agreed for the main contractual obligation of the trader under Article 55 paragraph 1. of this Law;

1.5. does not act in accordance with the requirements as provided in Article 56 of this Law;

1.6. fails to enable the consumer to verify the amount invoiced for the goods purchased or the service provided in Article 57 paragraph 2. of this Law;

1.7. fails to deliver to the consumer the goods which are in conformity with the sales contract according to Article 77, paragraph 1. and 2. of this Law;

1.8. (the creditor) does not assess the consumer creditworthiness based on information under Article 89 of this Law;

1.9. fails to provide to the consumer the information in the official language as required by Article 104, paragraph 2., or in one of the official languages of the Republic of Kosovo according to Article 104, paragraph 4. of this Law.

2. The natural person and the responsible person of the legal entity shall be punished by an amount between three hundred (300) Euros and one thousand five hundred (1,500) Euros for the violation referred to in paragraph 1. of this Article.

CHAPTER XX
TRANSITIONAL AND FINAL PROVISIONS

Article 140
Transitional Provision

1. Aiming not to be violate the present Law, and until the issuance of new bylaws as supplementary acts for enforcement of the present law, the present legal bylaw will continue to remain in force, as: Administrative Instruction (MTI) No.09/2013 on marketing, introduction and advertisement

of food products.

2. With the purpose of enforcement of this law, the Ministry of Trade and Industry shall issue bylaws within twelve (12) months from the entry into force of this law.

3. Article 16.8. shall enter into force six (6) months after entry into force of this law.

Article 141
Abrogation Provision

Upon entering into force the present Law will be abrogated the Law No. 04/L-121 on Consumer Protection and other bylaw that are contrary to this law.

Article 142
Entry into force

This law shall enter into force fifteen (15) days after its publication in to Official Gazette of the Republic of Kosovo.

Law No. 06/L-034
17 May 2018

Promulgated by Decree No.DL-023-2018, dated 04.06.2018, President of the Republic of Kosovo Hashim Thaçi.