

CONSUMER PROTECTION ACT

Promulgated, State Gazette No. 99/9.12.2005, effective 10.06.2006, amended, SG No. 30/11.04.2006, effective 12.07.2006, amended and supplemented, SG No. 51/23.06.2006, effective 24.12.2006, SG No. 53/30.06.2006, effective 30.06.2006, amended, SG No. 59/21.07.2006, effective as from the date of entry into force of the Treaty of Accession of the Republic of Bulgaria to the European Union - 1.01.2007, amended and supplemented, SG No. 105/22.12.2006, effective 1.01.2007, supplemented, SG No. 108/29.12.2006, effective 1.01.2007, amended, SG No. 31/13.04.2007, effective 13.04.2007, SG No. 41/22.05.2007, amended and supplemented, SG No. 59/20.07.2007, effective 1.03.2008, SG No. 64/7.08.2007, effective 8.09.2007, amended, SG No. 36/4.04.2008, amended and supplemented, SG No. 102/28.11.2008, amended, SG No. 23/27.03.2009, effective 1.11.2009, amended and supplemented, SG No. 42/5.06.2009, amended, SG No. 82/16.10.2009, effective 16.10.2009, supplemented, SG No. 15/23.02.2010, effective 23.02.2010, amended, SG No. 18/5.03.2010, effective 5.03.2010, SG No. 97/10.12.2010, effective 10.12.2010, amended and supplemented, SG No. 18/1.03.2011, amended, SG No. 38/18.05.2012, effective 1.07.2012, supplemented, SG No. 56/24.07.2012, amended, SG No. 15/15.02.2013, effective 1.01.2014, supplemented, SG No. 27/15.03.2013, amended, SG No. 30/26.03.2013, effective 26.03.2013, amended and supplemented, SG No. 61/25.07.2014, effective 25.07.2014, amended, SG No. 14/20.02.2015, amended and supplemented, SG No. 57/28.07.2015, amended, SG No. 60/7.08.2015, SG No. 102/29.12.2015, amended and supplemented, SG No. 59/29.07.2016, amended, SG No. 74/20.09.2016, effective 1.01.2018, supplemented, SG No. 8/24.01.2017, amended, SG No. 58/18.07.2017, effective 18.07.2017, supplemented, SG No. 103/28.12.2017, effective 1.01.2018, amended, SG No. 7/19.01.2018, SG No. 20/6.03.2018, effective 6.03.2018, amended and supplemented, SG No. 37/4.05.2018, effective 1.07.2018, amended, SG No. 17/26.02.2019, supplemented, SG No. 45/7.06.2019, effective 7.06.2019, amended and supplemented, SG No. 100/20.12.2019, SG No. 13/14.02.2020, effective 14.02.2020, amended, SG No. 52/9.06.2020, effective 9.06.2020, supplemented, SG No. 20/9.03.2021, amended and supplemented, SG No. 23/19.03.2021, effective 1.01.2022, SG No. 20/11.03.2022, effective 28.05.2022

Text in Bulgarian: Закон за защита на потребителите

Chapter One

GENERAL DISPOSITIONS

Article 1. (1) This Act shall regulate the protection of consumers, the powers of State bodies and the activity of consumer associations in this area.

(2) The purpose of this Act is to ensure protection of the following fundamental consumer rights:

1. right to be informed about products and services;
2. right to be protected against the risk of acquisition of products and services that are hazardous to consumers' life, health or property;
3. (amended, SG No. 64/2007, SG No. 102/2008, SG No. 23/2021, effective 1.01.2022) right to protection of consumers' economic interests upon acquisition of products and services with regard to unfair commercial practices and methods of sale, unfair contractual terms;
4. right to obtain redress for damage caused by defective products;
5. right of access to judicial and out-of-court procedures for the resolution of consumer disputes;
6. right to education on issues related to consumer protection;
7. right of association for the purposes of protecting consumers' interests;
8. right to be represented before State bodies making decisions on issues affecting consumers.

Article 2. Upon conduct of the State policy in the separate business branches and sectors, the executive authorities shall take into consideration the interests of consumers as well.

Article 3. (1) The rights granted to consumers under this Act may not be restricted. Any stipulation which excludes or restricts consumer rights a priori shall be void.

(2) Any renunciation of rights granted to consumers under this Act shall be void.

(3) (Effective 1.01.2007) Any contractual clause, which specifies as law applicable the law of another State which is a non-member State of the European Union and which clause excludes the application of the provisions of this Act or of the law of a Member State of the European Union, shall be void.

(4) (New, SG No. 8/2017) Any clause in a contract concluded between a trader and a consumer, whereby the parties refer the resolution of a dispute therebetween to a court of arbitration, outside the procedure for alternative dispute resolution for consumer disputes within the meaning given by this Act, shall be void.

Chapter Two

INFORMATION PROVIDED TO CONSUMERS

Section I

General Obligation to Provide Information

Article 4. (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) (1) Before the consumer is bound by a contract or by an offer other than a distance contract or an off-premises contract or any corresponding offer, the trader shall be bound to provide the consumer with the following information in a clear and comprehensible manner, unless that information is already apparent from the nature and characteristics of the product or service:

1. the main characteristics of the goods or services, to the extent appropriate to the medium and the nature of the goods or services, including information on the composition, packaging, as well as instructions for use, assembly and maintenance;
2. the name/business name of the trader, the registered office and the address of the place of management, the telephone number thereof, as well as the electronic mail address and the Internet site, if any;
3. the total price of the goods or services inclusive of taxes and fees, 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 said price is calculated; where applicable, all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable by the consumer shall be indicated;
4. where applicable, the arrangements for payment, delivery, performance, the date on which the trader undertakes to deliver the goods or perform the service, and the trader's complaint handling policies shall be indicated;
5. (amended, SG No. 20/2022, effective 28.05.2022) a reminder of the existence of the legal guarantee of conformity for goods, digital content and digital services and, where applicable, the existence and the conditions of after-sales services and commercial guarantees, if provided;
6. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or includes an automatic renewal clause, the conditions for terminating the contract;
7. (amended, SG No. 20/2022, effective 28.05.2022) where applicable, the functionality of goods with digital elements, digital content and digital services shall be indicated, including applicable technical protection measures;
8. (amended, SG No. 20/2022, effective 28.05.2022) where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services with hardware and software that the trader is aware of or can reasonably be expected to have been aware of, shall be indicated;
9. availability of the product or service;
10. the dangers related to the customary use, application or maintenance of the product or service;
11. the conditions for use of the product or service; its impact on other goods and services if applied or used together with such other goods or services;
12. the date of minimum durability of the product, where applicable.

(2) The information covered under Paragraph (1) shall form an integral part of the contract.

(3) The burden of proof as regards compliance with the obligation to provide information under Paragraph (1) shall be on the trader.

(4) The provision of Paragraph (1) shall furthermore apply to contracts for the supply of water, gas or electricity, where these goods are not put up for sale in a limited volume or set quantity, as well as to contracts for district heating and for digital content which is not supplied on a tangible medium.

Article 5. (1) The trader shall be obliged to provide the information about the product or service in writing or in another appropriate manner which enables its perception by the consumer. Where provided in writing, the information must mandatorily be provided in the Bulgarian language and must be expressed in the units of measurement of the Systeme International d'Unites (SI).

(2) (Supplemented, SG No. 61/2014, effective 25.07.2014) The information must be true, comprehensive, legible, clear and intelligible.

(3) (Repealed, SG No. 64/2007).

Article 6. The trader shall be obliged to designate specially marked areas, separate from the areas of the rest of the products on the business premises, and to inform the consumer in advance in an appropriate manner when offering:

1. used products;
2. non-food products past the date of minimum durability whereof the sale does not pose a hazard to consumers' life and health;
3. products departing from the characteristics indicated in advance whereof the sale does not pose a hazard to consumers' life and health;
4. products sold at a discount.

Article 7. The trader shall not be exempted from the obligations thereof covered under Articles 4 to 6 herein even where the said trader has not received the requisite information from the supplier or the producer.

Article 8. (1) The trader shall be obliged to display the following information near the entrance to the business premises:

1. the business name and the address of the place of management of the trader;
2. the forename and surname of the person in charge of the business premises;
3. the working hours of the business premises.

(2) Where the business premises are closed, the trader shall indicate this in the place where the working hours are indicated.

(3) The working hours as indicated shall be obligatory for the trader.

Section II Product Labelling

Article 9. (1) The trader shall be obliged to offer consumers products labelled in the Bulgarian language or in multiple languages including Bulgarian, with the exception of cases where the information referred to in Paragraph (2) may be provided by using common symbols such as pictographs and other signs that are readily intelligible to consumers, or through use of designations of origin or the product that are universally known.

(2) The label shall mandatorily contain information on the producer and importer, if the product is imported, on the type of the product, its essential characteristics, the minimum date of durability and the storage conditions and, if necessary, instructions for use.

(3) The information contained in the label must be intelligible, accessible, clear, easily identifiable and not misleading.

(4) The trader shall have no right to remove or alter the label, the marking or any other information provided by the producer or importer if by doing so the trader would mislead consumers.

(5) Where products are offered, apart from labels, other means of informing consumers may be used as well to explain and complement the data indicated on the label, if this is required by the ordinances referred to in Article 12 herein.

Article 10. (1) Any pre-packaged and pre-packed products must state information on the quantity thereof, which must be indicated on the packaging, or should there be no packaging, on the product itself.

(2) The producer or the person that has packaged or packed the product shall be liable for the indication of the quantity, and where the product is imported, the importer shall be liable for the provision of this information.

(3) Where the quantity of the pre-packaged or pre-packed product has not been indicated in advance by the producer, the importer or the person that has packaged or packed the product, the trader shall be obliged to indicate the quantity on the product, on the packaging thereof or on a sign placed in immediate proximity to the product.

Article 11. Where the product precludes the affixation of a label, the trader shall be obliged to provide the consumer with the data referred to in Article 9 (2) herein in writing in another appropriate manner, or by providing the respective documents.

Article 12. The Council of Ministers shall adopt ordinances on:

1. the requirements for certain groups of products, the labelling thereof and/or the methods of testing essential characteristics thereof;
2. the imitations of foodstuffs.

Section III

Instructions for Use of Products

Article 13. (1) Any products whereof the use requires technical knowledge, any products containing dangerous substances or any products whereof the use presupposes possession of special skills or compliance with special safety requirements, must be accompanied by instructions for use prepared by the producer.

(2) The instructions for use of the products shall contain information needed by consumers for the correct and safe use and installation, coupling, maintenance or storage of the products. Where necessary, the instructions for use shall include a list of the component parts and details of the product.

(3) The producer, the trader or any other person who places on the market any imported product referred to in Paragraph (1) shall be obliged to supply instructions for use of the said product in the Bulgarian language.

Article 14. If the consumer so requests and where the product so permits, the trader shall be obliged to demonstrate the manner of operation of the product.

Section IV

Indication of Prices of Products and Services

Article 15. (1) (Supplemented, SG No. 64/2007) Each trader shall display in advance the selling price of the product in a clearly visible place in immediate proximity to the product.

(2) The selling price of the products offered in catalogues must be indicated in proximity to the photograph or description of the product.

Article 16. The selling price and the unit price of products and services must be unambiguous, easily intelligible, clearly and legibly inscribed and not deceive the consumer.

Article 17. In the cases where the selling price of the product or service consists of individual elements each having a selling price of its own, the sum total of the selling prices shall be clearly and legibly inscribed as the final price.

Article 18. The trader may inform the consumer in advance of the readiness of the trader to negotiate on a reduction of the price as indicated or of any of the indicated elements of the said price.

Article 19. (1) The price of the product must be indicated in leva.

(2) The price shall be indicated per unit of measurement as appropriate and per packaging if different from the unit of measurement, or per single unit of quantity.

(3) (Repealed, SG No. 64/2007).

(4) (Amended, SG No. 61/2014, effective 25.07.2014) The selling price and the unit price shall include:

1. value added tax (VAT) and all other additional taxes and fees; and

2. the price of all products and services which must be paid additionally by the consumer, in the cases where the said products and services must mandatorily be sold or provided by the trader.
(5) The indication of different prices for products of one and the same type on the business premises shall be prohibited, with the exception of the cases covered under Article 6 herein.

Article 20. (1) The trader shall be obliged to indicate simultaneously the selling price and the unit price of all products offered on the business premises by means of labels, price lists, signs or in another appropriate manner. If the nature of product allows labelling, the selling price may be indicated on the label.

(2) The selling price of the following shall not be subject to indication for:

1. any products supplied in the course of the provision of a service;
2. any products sold by tender and/or auction;
3. any antiques and works of art.

(3) The unit price shall not be indicated if it is identical to the selling price.

Article 21. Any advertisement of products which mentions the selling price thereof must also indicate the unit price.

Article 22. (1) Where products are offered in packaging, the price per quantity contained in the respective package and the unit price shall be placed on the package, and where this is impossible, in immediate proximity to the product.

(2) Where pre-packed products are offered, the selling price and the unit price indicated shall refer to the net weight of the product.

(3) Traders may indicate only the selling price where they sell different products offered in the same packaging.

Article 23. For products sold in bulk, only the unit price shall be indicated.

Article 24. (1) Any trader offering services to consumers shall be obliged to indicate in advance the selling prices of the services offered thereby by means of a price list displayed prominently on the business premises. In the cases where display of a price list would be inconvenient owing to the volume of services offered, it shall be admissible to prepare a price list in the form of a leaflet to be provided to each consumer prior to the provision of or payment for the service.

(2) The price list must be unambiguous, legible and intelligible.

(3) The provisions of Paragraph (1) shall not apply to the cases covered under Article 26 herein.

Article 25. (1) Where the service is offered away from the business premises, the trader must inform the consumer of the price of the service.

(2) Where the service is offered on the business premises, the trader shall indicate the price intelligibly and in a place easily visible from outside the business premises.

Article 26. (1) Where the consumer wishes to receive a service other than the services customarily offered by the trader, the trader may make an offer to the consumer, the price being negotiated on a case by case basis.

(2) Any such offer must state:

1. the name and address of the trader;
2. the type and nature of the service to be provided, and the potential supplies which must be made;
3. the selling price or the price based on parameters associated with the type of service indicated by the consumer;
4. the period for which the offer remains valid.

(3) In case the offer is not free of charge, the consumer must be informed of the offer price before the offer is prepared.

Article 27. (1) The selling price of the service shall be indicated in leva.

(2) The selling price of the service shall include VAT and all other taxes and fees payable by the consumer, as well as the price of all goods and services which must be paid additionally by the consumer.

(3) The indication of different prices for one and the same service on the business premises shall be prohibited. If, nonetheless, different prices are indicated for one and the same service, the consumer shall pay the lower price.

Article 28. Any persons carrying out commercial activity at paid outdoor car parks and parking garages shall be obliged to indicate the prices of parking space in a place visible to consumers in immediate proximity to the entrance.

Article 29. Any persons carrying out commercial activity at petrol filling stations and liquefied petroleum gas filling stations shall be obliged to place signs indicating the prices of the fuels offered thereby so that the said prices could be visible to drivers driving in the roadway on the side of which the petrol filling station or liquefied petroleum gas station stands.

Article 30. The trader shall be obliged to issue a document certifying the sale effected, which shall contain, as a minimum, data about the date of the sale, the type of product or service and the price.

Article 31. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall issue ordinances establishing the procedure for the provision of information to consumers and for the indication of prices of specific types of products and services.

Chapter Three
(Repealed, SG No. 102/2008)
MISLEADING AND COMPARATIVE ADVERTISING
(Heading amended, SG No. 64/2007)

Section I

General Provisions

Article 32. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 33. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 34. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 35. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 36. (Repealed, SG No. 102/2008).

Article 37. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Section II

(Repealed, SG No. 102/2008)

Misleading Advertising

Article 38. (Repealed, SG No. 102/2008).

Section III

(Repealed, SG No. 64/2007)

Unfair Advertising

Article 39. (Repealed, SG No. 64/2007).

Section IV

(Repealed, SG No. 102/2008)

Comparative Advertising

Article 40. (Repealed, SG No. 102/2008).

Article 41. (Amended, SG No. 64/2007, repealed, SG No. 102/2008).

Article 42. (Repealed, SG No. 102/2008).

Chapter Four
COMMERCIAL PRACTICES AND METHODS OF SALE
Section I

Off-Premises Contracts and Distance Contracts
(Heading amended, SG No. 61/2014, effective 25.07.2014)

Article 43. (Amended, SG No. 61/2014, effective 25.07.2014) The provisions of this Section are intended to ensure protection to consumers upon the conclusion of off-premises contracts and of distance contracts.

Article 44. (Amended, SG No. 61/2014, effective 25.07.2014) Off-premises contract shall be any contract between a trader and a consumer:

1. concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
2. for which the consumer made an offer in the same circumstances as those referred to in Item 1;
3. 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;
4. concluded during an excursion organized by the trader with the aim or effect of selling or promoting the sale of goods or services to the consumer.

Article 45. (Amended, SG No. 61/2014, effective 25.07.2014) Off-premises contract shall be any contract between a trader and a consumer under an organized 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 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.

Article 46. (Amended, SG No. 61/2014, effective 25.07.2014) The provisions of Article 4 herein and of this Section shall not apply to any contracts:

1. for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;
2. for healthcare services provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices;
3. for gambling, which involves stakes with pecuniary value in games of chance, including lotteries, casino games and betting transactions;
4. for financial services;
5. for the creation or transfer of immovable property or for the creation, acquisition or transfer of limited rights in rem to immovable property;
6. for the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;
7. (amended, SG No. 37/2018, effective 1.07.2018, SG No. 20/2022, effective 11.03.2022) for packages within the meaning given by the Tourism Act, with the exception of Article 47 (7), Article 49 (2), (3) and (7) and Articles 62c to 62f herein;
8. for timeshare contracts, long-term holiday product contracts and resale and exchange contracts;
9. which are established by a public office-holder who has a statutory obligation to be independent and impartial and who ensures, by providing comprehensive legal information, that the consumer only concludes the contract after familiarizing himself or herself with its legal nature and significance;
10. for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are supplied by the trader on frequent and regular deliveries to the consumer's home, residence or workplace;

11. (amended, SG No. 20/2022, effective 28.05.2022) for passenger transport services, with the exception of the provisions of Article 49 (2) and (3) and Articles 62c to 62f herein;
12. concluded by means of automatic vending machines or automated commercial premises;
13. concluded with telecommunications operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet, fax established by a consumer.

Article 47. (Amended, SG No. 61/2014, effective 25.07.2014) (1) Before the consumer is bound by a distance contract or by an off-premises contract, or by any corresponding offer, the trader shall be bound to provide the consumer with the following information in a clear and comprehensible manner:

1. the main characteristics of the goods or services, to the extent appropriate to the medium and the nature of the goods or services;
2. the name/business name of the trader;
3. (amended, SG No. 20/2022, effective 28.05.2022) the registered office and the address of the place of management of the trader, the telephone number and the email address thereof, where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means; the means of communication provided by the trader must enable the consumer to contact the trader quickly and communicate therewith efficiently; where applicable, the trader shall also provide a registered office and an address of the place of management, as well as identity of the trader on whose behalf the said trader is acting;
4. the address of the place where the trader carries on business and, where, applicable, the address of the place where the trader on whose behalf the trader is acting carries on business, where the consumer can address any complaints, where the registered office and the address of the place of management of the trader are different from the one referred to in Item 3;
5. the total price of the goods or services inclusive of taxes and fees, 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; where applicable, all additional freight, delivery or postal charges shall be included in the total price of the goods or services, and where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable by the consumer shall be indicated; 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;
6. 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;
7. the arrangements for payment, delivery, performance, the date on which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;
8. where the consumer has the right of withdrawal from the contract, the conditions, time limit and procedure for exercising that right according to Article 52 (1) and (2) herein shall be indicated; the trader shall furthermore be obliged to provide the consumer with the model form for exercise of the right of withdrawal according to Annex 6 hereto;
9. where applicable, it shall be indicated that the consumer has to bear the cost of returning the goods in case of an exercise of the right of withdrawal; for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods shall be indicated;
10. that, in case the consumer exercises the right of withdrawal after having made a request under Article 48 (3) or Article 49 (9) herein, the consumer shall be liable to pay the trader reasonable costs under Article 55 (5) and (6) herein;

11. where a right of withdrawal is not provided for according to Article 57 herein, the trader shall inform the consumer that he or she does not have a right of withdrawal or, where applicable, the circumstances under which the consumer loses his or her right of withdrawal from the contract shall be indicated;
 12. (amended, SG No. 20/2022, effective 28.05.2022) a reminder of the existence of the legal guarantee of conformity for goods, digital content and digital services;
 13. where applicable, the existence of a possibility for the provision of after sale customer assistance, the existence of after-sales services and of commercial guarantees, as well as the conditions thereunder shall be indicated;
 14. where applicable, whether codes of good commercial practice exist, where they can be found and how copies of them can be obtained shall be indicated;
 15. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or includes an automatic renewal clause, the conditions for terminating the contract;
 16. where applicable, the minimum duration of the consumer's obligations under the contract shall be indicated;
 17. where applicable, it shall be indicated whether it is necessary to provide deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader, and the conditions thereunder;
 18. (amended, SG No. 20/2022, effective 28.05.2022) where applicable, the functionality of goods with digital elements, digital content and digital services shall be indicated, including applicable technical protection measures;
 19. (amended, SG No. 20/2022, effective 28.05.2022) where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services with hardware and software that the trader is aware of or can reasonably be expected to have been aware of, shall be indicated;
 20. where applicable, the possibility of having recourse to out-of-court redress and compensation procedures, in which the trader participates, and the conditions for access to such procedures, shall be indicated;
 21. (new, SG No. 20/2022, effective 28.05.2022) where applicable, it shall be indicated that the price was personalised on the basis of automated decision-making.
- (2) The provisions of Paragraph (1) shall furthermore apply in respect of contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, as well as of contracts for district heating or for digital content which is not supplied on a tangible medium.
 - (3) In the case of a public auction, the information referred to in Items 2 to 4 of Paragraph (1) may be replaced by the respective information for the auctioneer.
 - (4) The information referred to in Items 8 to 10 of Paragraph (1) may be provided by means of the model instructions on the exercise of the right of withdrawal according to Annex 7 hereto. The trader shall have fulfilled the obligation thereof to provide the information referred to in Items 8 to 10 of Paragraph (1) if the trader has supplied the model instructions on the exercise of the right of withdrawal to the consumer, correctly filled in.
 - (5) The information covered under Paragraph (1) shall form an integral part of the distance contract or of the off-premises contract and may 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 Item 5 of Paragraph (1), or on the costs of returning the goods as referred to in Item 9 of Paragraph (1), the consumer shall not owe those costs.
 - (7) The information in the distance contract and in the off-premises contract shall be provided in the Bulgarian language.
 - (8) The burden of proof as regards compliance with the obligation to provide information under Paragraph (1) shall be on the trader.

Article 47a. (New, SG No. 20/2022, effective 28.05.2022) (1) Before the consumer is bound by a distance contract or a corresponding offer on an online marketplace, the provider of the online marketplace shall provide the consumer with the following information in a clear and comprehensible manner and in a way appropriate to the means of distance communication:

1. general information on the main parameters determining ranking of offers presented to the consumer as a result of the search query and the relative importance of those parameters as opposed to other parameters; the said information shall be made available in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented;
 2. whether the third party offering the goods, services or digital content is a trader or not, on the basis of the declaration of that third party to the provider of the online marketplace;
 3. that the consumer rights stemming from this Act and from other laws transposing requirements of European Union consumer protection law do not apply to the contract where the third party offering the goods, services or digital content is not a trader;
 4. the sharing of the obligations related to the contract between the third party offering the goods, services or digital content and the provider of the online marketplace, where applicable.
- (2) The information referred to in Item 4 of Paragraph (1) shall be without prejudice to any responsibility that the provider of the online marketplace or the third party offering the goods, services or digital content has in relation to the contract under other national law or European Union law.

(Section II. Distance Contract - Heading repealed, SG No. 61/2014, effective 25.07.2014)

Article 48. (Supplemented, SG No. 18/2011, amended, SG No. 61/2014, effective 25.07.2014) (1) Applicable to an off-premises contract, the trader shall give the information covered under Article 47 (1) herein on paper or, if the consumer agrees, on another durable medium. The information must be legible, drawn up in plain, intelligible language.

(2) The trader shall be obliged to 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. Applicable to contracts for the supply of digital content which is not supplied on a tangible medium, the trader shall provide the confirmation of the consumer's prior express consent to and acknowledgement of the beginning of the performance of the contract before the end of the withdrawal period.

(3) (Amended, SG No. 20/2022, effective 28.05.2022) Where a consumer wants the performance of a service or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or the supply of district heating to begin before the end of the withdrawal period for the off-premises contract provided for in Article 50 herein, and the contract places the consumer under an obligation to pay, the trader shall be obliged to require that the consumer makes such an express request on a durable medium and request the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.

Article 49. (Amended, SG No. 61/2014, effective 25.07.2014) (1) With respect to distance contracts, the trader shall give the information covered under Article 47 (1) herein to the consumer or make that information available to the consumer in an appropriate way depending on the means of distance communication used in plain and intelligible language. Where the information is provided on a durable medium, it shall be legible.

(2) With respect to a distance contract concluded by electronic means through an Internet site which places the consumer under an obligation to pay, the trader shall provide the information referred to in Items 1, 5, 15 and 16 of Article 47 (1) herein in a clear and prominent manner in immediate proximity to the button by means of which the consumer places his or her order. The trader shall be obliged to ensure that the consumer, when placing his or her order, explicitly acknowledges that the order implies an obligation to pay on his or her part. 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 on the part of the consumer.

(3) Where the trader has not complied with the requirements of Paragraph (2), the consumer shall not be bound by the contract or order.

(4) On the e-commerce Internet sites, the traders shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any restrictions to the delivery of the goods apply and which means of payment are accepted.

(5) (Amended, SG No. 20/2022, effective 28.05.2022) Where the contract is concluded using a means of distance communication which allows limited space or time to display the information, the trader shall provide, through the means of communication used, prior to the conclusion of such a contract, at least the pre-contractual information referred to in Items 1, 2, 5, 8 and 15 of Article 47 (1) herein except the model withdrawal form according to Annex 6 hereto. Prior to the conclusion of any such contract, the other information referred to in Article 47 (1) herein, including the model withdrawal form, shall be provided by the trader to the consumer in an appropriate way according to Paragraph (1).

(6) Where the trader makes a telephone call to the consumer with a view to concluding a distance contract, apart from the information referred to in Paragraph (5), the trader shall, at the beginning of the conversation with the consumer, introduce himself or herself by his or her name/business name and, where appropriate, the name/business name of the person on whose behalf he or she makes that call, as well as the commercial purpose of the call.

(7) Where a distance contract is concluded by telephone, the trader shall be obliged to confirm the offer made to the consumer on a durable medium. The consumer shall be bound by the offer only once he or she has signed the said offer or has sent his or her written consent accepting the said offer.

(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 or at the latest at the time of the delivery of the goods or before the performance of the service begins. The confirmation on the part of the trader must include all the information covered under Article 47 (1) herein unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract and, applicable to contracts for the supply of digital content which is not supplied on a tangible medium, a confirmation of the consumer's prior express consent to and acknowledgement of the beginning of the performance of the contract before the end of the withdrawal period.

(9) (Amended, SG No. 20/2022, effective 28.05.2022) Where a consumer wants the performance of a service or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or the supply of district heating to begin before the end of the withdrawal period for the distance contract provided for in Article 50 herein and the contract places the consumer under an obligation to pay, the trader shall be obliged to require that the consumer makes such an express request on a durable medium and request the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.

(10) The burden of proof as regards compliance with the requirements of Paragraphs (1) to (9) shall be on the trader.

Article 50. (Supplemented, SG No. 105/2006, amended, SG No. 41/2007, supplemented, SG No. 27/2013, amended, SG No. 61/2014, effective 25.07.2014) The consumer shall have the right to withdraw from the distance contract or from the off-premises contract without giving any reason, without compensation or penalty and without bearing any costs whatsoever other than the costs provided for in Article 54 (3) and Article 55 herein, within a period of 14 days from:

1. (supplemented, SG No. 20/2021) conclusion of the contract - in the case of a service contract, and in the cases under Article 228a, Paragraph 3 of the Electronic Communications Act - as of the date on which the consumer confirms his consent to the concluded contract;

2. acceptance of the goods by the consumer or by a third party other than the carrier and indicated by the consumer: in the case of a sales contract, or:

- (a) where the consumer has ordered multiple goods in one order, which are delivered separately, as from the date on which the consumer or a third party other than the carrier and indicated by the consumer accepts the last product;
- (b) in the case of delivery of a product consisting of multiple lots or pieces, as from the date on which the consumer or a third party other than the carrier and indicated by the consumer accepts the last lot or piece;
- (c) in the case of contracts for regular delivery of goods during defined period of time, the date on which the consumer or a third party other than the carrier and indicated by the consumer accepts the first product;

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

Article 51. (Amended, SG No. 64/2007, SG No. 18/2011, SG No. 61/2014, effective 25.07.2014) (1) Where the trader has not provided the consumer with information on the right of the consumer to withdraw from the contract under Item 8 of Article 47 (1) herein, the consumer shall have the right to withdraw from the distance contract or from the off-premises contract within a period of one year and 14 days from the date referred to in Article 50 herein.

(2) Where the trader has provided the consumer with the information on the right of withdrawal within one year from the date referred to in Article 50 herein, the consumer shall have the right to withdraw from the distance contract or from the off-premises contract within 14 days from the date of receipt of the information referred to in Item 8 of Article 47 (1) herein.

Article 52. (Amended, SG No. 61/2014, effective 25.07.2014) (1) Where the consumer wishes to withdraw from the distance contract or from the off-premises contract, the consumer shall inform the trader of the decision thereof before the expiry of the period referred to in Article 50 herein.

(2) In order to exercise the right of withdrawal, the consumer may either use the model withdrawal form according to Annex 6 hereto or make any other unequivocal statement setting out his or her decision to withdraw from the contract.

(3) The consumer shall have exercised the right of withdrawal from the distance contract or from the off-premises contract if the consumer sent the trader a communication concerning the exercise of the right of withdrawal before the expiry of the period referred to in Article 50 herein, and where the trader has not provided information on the right of withdrawal, according to the period referred to in Article 51 herein.

(4) For the exercise of the right of withdrawal, the trader may give an opportunity to the consumer to electronically fill in and submit either the model withdrawal form according to Annex 6 hereto or any other unequivocal statement. In those cases, the trader shall be obliged to communicate to the consumer an acknowledgement of receipt of the consumer's withdrawal on a durable medium without delay.

(5) The burden of proof of exercising the right of withdrawal from the distance contract or from the off-premises contract shall be on the consumer.

Article 53. (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) The exercise of the right of withdrawal shall terminate the obligations of the parties to perform the distance contract or the off-premises contract, or to conclude a distance contract or an off-premises contract, in cases where an offer was made by the consumer.

Article 54. (Amended, SG No. 61/2014, effective 25.07.2014) (1) Where the consumer has exercised the right of withdrawal from the distance contract or from the off-premises contract, the trader shall reimburse all payments received from the consumer, including the costs of delivery, without undue delay and in any event not later than 14 days from the date on which the trader is informed of the customer's decision to withdraw from the contract according to Article 52 herein.

(2) The trader shall be obliged to reimburse the payments received 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 costs as a result of such reimbursement.

(3) The trader shall not be required to reimburse the supplementary costs of delivery of the goods where the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.

(4) With regard to a sales contract, where the trader has not offered to collect the goods himself or herself, the trader may withhold the reimbursement of the payments to the consumer under Paragraph (1) until the trader has received the goods or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

(5) (New, SG No. 20/2022, effective 28.05.2022) The trader shall be obliged to comply with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119/1 of 4 May 2016), hereinafter referred to as "Regulation (EU) 2016/679", and of the Personal Data Protection Act.

(6) (New, SG No. 20/2022, effective 28.05.2022) The trader shall be obliged to refrain from using any content, other than personal data, and which was provided or created by the consumer when using the digital content or digital service supplied by the trader, except where such content:

1. has no utility outside the context of the digital content or digital service supplied by the trader;
2. only relates to the consumer's activity when using the digital content or digital service supplied by the trader;
3. has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts; or
4. has been generated jointly by the consumer and others, and other consumers are able to continue to make use of it.

(7) (New, SG No. 20/2022, effective 28.05.2022) At the request of the consumer, except in the cases referred to in Items 1 to 3 of Paragraph (6), the trader shall make available to the consumer any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader. The consumer shall be entitled to receive that digital content free of charge, without hindrance from the trader, within a reasonable time and in a commonly used and machine-readable format.

(8) (New, SG No. 20/2022, effective 28.05.2022) In the event of withdrawal from the contract by the consumer, the trader may prevent any further use of the digital content or digital service by the consumer, for example by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer.

(9) (New, SG No. 20/2022, effective 28.05.2022) Paragraph (7) shall apply notwithstanding Paragraph (8).

Article 54a. (New, SG No. 27/2013) Upon conclusion of a distance contract by telephone, the contract shall enter into effect and the consumer shall be bound by the offer as from the day on which the supplier has received the consent of the consumer in writing.

Article 55. (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) (1) Where the consumer exercises the right of withdrawal from the distance contract or from the off-premises contract and where the trader has not offered to collect the goods himself or herself, the consumer must send back the goods or hand the goods over to the trader or to a person authorized by the trader without undue delay and not later than 14 days from the date on which the consumer has communicated his or her decision to withdraw from the contract to the trader under Article 52. The deadline shall be considered met if the consumer send back the goods or hands the goods over to the trader before the period of 14 days has expired.

(2) The consumer shall only bear the direct cost of returning the goods under Paragraph (1) with the exception of cases where the trader has agreed to bear the said costs, or if the trader failed to inform the consumer that the consumer has to bear the cost of returning the goods.

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

(4) The consumer shall only be liable for any diminished value of the goods resulting from the trying of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods. The consumer shall not be liable for diminished value of the goods where the trader has failed to provide notice to the consumer of the right of withdrawal under Item 8 of Article 47 (1) herein.

(5) Where the consumer exercises the right of withdrawal after having made a request under Article 48 (3) or Article 49 (9) herein, 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 of the exercise of the right of withdrawal.

(6) The proportionate amount referred to in Paragraph (5), 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, the proportionate amount shall be calculated on the basis of the market value of what has been provided.

(7) Where the consumer exercises his or her right of withdrawal, the consumer shall bear no cost for:

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

(a) the trader has failed to provide information according to Item 8 or 10 of Article 47 (1) herein, or

(b) the consumer has not expressly requested performance of the contract to begin during the withdrawal period according to Article 48 (3) and Article 49 (9) herein, or

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

(a) the consumer has not given his prior express consent to the beginning of the performance of the contract before the end of the 14-day period referred to in Article 50 herein, or

(b) the consumer has not acknowledged that he loses his or her right of withdrawal from the contract when giving his or her consent to the beginning of the performance of the contract, or

(c) the trader has failed to provide confirmation of the consumer's prior express consent to and acceptance of the beginning of the performance of the contract according to Article 48 (2) or Article 49 (8) herein.

(8) The consumer shall not incur liability as a consequence of the exercise of the right of withdrawal, except in the cases under Paragraphs (1), (2), (4) and (5) and Article 54 (3) herein.

(9) (New, SG No. 20/2022, effective 28.05.2022) After withdrawal from the contract, the consumer shall refrain from using the digital content or digital service and from making it available to third parties.

Article 56. (Amended, SG No. 61/2014, effective 25.07.2014) (1) Where the consumer exercises the right of withdrawal from the distance contract or from the off-premises contract, any ancillary contract shall be automatically terminated at no cost, compensation and/or penalty whatsoever to the consumer other than the costs provided for in Article 54 (3) and Article 55 herein.

(2) The provision of Paragraph (1) shall not apply in respect of Article 28 of the Consumer Credit Act.

Article 57. (Repealed, SG No. 105/2006, new, SG No. 61/2014, effective 25.07.2014) The provisions of Articles 50 to 56 herein on the consumer's right of withdrawal from the distance contract or from the off-premises contract shall not apply to contracts:

1. (amended, SG No. 20/2022, effective 28.05.2022) for the supply of services, after the service has been fully performed if the contract places the consumer under an obligation to pay and the performance has begun with the consumer's prior express consent, and with the acknowledgement that the consumer will lose his or her right of withdrawal once the contract has been fully performed by the trader;

2. for 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;
3. for the supply of goods made to the consumer's specifications or customized to his or her personal requirements;
4. for the supply of goods which, according to their nature, may deteriorate or expire rapidly;
5. for the supply of sealed goods which were unsealed after delivery and are not suitable for return due to hygiene reasons or health protection;
6. for the supply of goods which, after delivery, according to their nature, inseparably mixed with other items;
7. for 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 30 days from the conclusion of the contract and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
8. contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance; where, under the circumstances, the trader provides other services as well in addition to those requested by the consumer or supplies goods other than replacement parts necessarily used in making the repairs or in carrying out the maintenance, the right of withdrawal shall apply to those additional services or goods;
9. for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
10. for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
11. contracts concluded at a public auction;
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;
13. (amended, SG No. 20/2022, effective 28.05.2022) for the supply of digital content which is not supplied on a tangible medium if the performance has begun and if the contract places the consumer under an obligation to pay, in cases where:
 - (a) the consumer has provided prior express consent to begin the performance during the right of withdrawal period;
 - (b) the consumer has provided acknowledgement that he or she thereby loses his right of withdrawal;
 - (c) the trader has provided confirmation according to Article 48 (2) or Article 49 (8) herein;
14. (new, SG No. 20/2022, effective 28.05.2022) for the supply of services, where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs, after the service has been fully performed and the performance has begun with the consumer's prior express consent.

Article 58. (Amended, SG No. 61/2014, effective 25.07.2014) (1) It shall be prohibited to offer and sell medicinal products available on medical prescription by means of distance contracts.

(2) The requirements of the Foodstuffs Act in respect of the production of and trade in foods in Bulgaria shall furthermore apply to the distance contracts for the supply of foods other than those referred to in Item 10 of Article 46 herein.

Article 59. (Amended, SG No. 61/2014, effective 25.07.2014) (1) Where the law of a Member State of the European Union is applicable to a distance contract or to an off-premises contract, consumer rights under this Act may not be restricted.

(2) Consumers may not lose the protection granted thereto by the legislation of a Member State of the European Union transposing the requirements of 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 (OJ, L 304/64 of 22 November 2011), hereinafter referred to as "Directive 2011/83/EC",

where the distance contract or the off-premises contract has a close link with the territory of that Member State. A close link with the territory of that Member State shall apply where any of the following conditions is fulfilled:

1. the contract is concluded in a Member State of the European Union where the consumer has his or her habitual residence;
2. the trader directs his or her activities to the territory of a Member State of the European Union where the consumer has his or her habitual residence;
3. the contract is preceded by an offer or by an advertisement made in that Member State, and by actions performed by the consumer which are necessary for the conclusion of the contract;
4. the contract is concluded in a Member State of the European Union by a consumer during an excursion or a stay proposed or organized by the trader with the aim of promoting a conclusion of the contract.

(3) Any contractual clause whereby the consumer waives the rights granted thereto under this Act shall be null.

Article 60. (Repealed, SG No. 23/2009, effective 1.11.2009, new, SG No. 61/2014, effective 25.07.2014) The Commission for Consumer Protection shall inform consumers and traders of their rights and obligations in respect of distance contracts and off-premises contracts.

Article 61. (Amended, SG No. 105/2006, SG No. 61/2014, effective 25.07.2014) The Commission for Consumer Protection shall encourage traders who are code owners to inform consumers about the existence of codes of good practice and about the content thereof.

Section II

(Renumbered from Section III, SG No. 61/2014, effective 25.07.2014)

Methods of Sale

Article 61a. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014)

(1) The provisions of Articles 62 to 62e herein are intended to protect consumers and shall apply to sales contracts, distance contracts, off-premises contracts and contracts for digital content concluded between a trader and a consumer.

(2) (Repealed, SG No. 20/2022, effective 28.05.2022).

Article 62. (Amended, SG No. 61/2014, effective 25.07.2014) (1) The supply of goods, as well as of water, gas, electricity, district heating, digital content or the provision of services for consideration to a consumer, which are not solicited by the said consumer, shall be prohibited.

(2) Upon the supply of goods, as well as of water, gas, electricity, district heating, digital content or the provision of services which is not solicited by the consumer, the consumer shall not be obliged to replace the product and shall not owe payment for the product or service to the person who sent or provided it.

(3) The absence of a response from the consumer regarding the supply of goods and services under Paragraph (1) shall not be considered consent.

Article 62a. (New, SG No. 27/2013) (1) A contract of fixed duration may be extended solely with the express written consent of the consumer concerning the conditions for extension. Where no consent has been given, after the expiry of the duration of any such contract it shall be transformed into a contract of indeterminate duration under the same conditions. The consumer shall have a right to withdraw from the contract of indeterminate duration on one month's notice without penalty.

(2) Any arrangements, which contravene Paragraph (1), shall be null and void.

Article 62b. (New, SG No. 27/2013) Where the parties have concluded a contract in writing, the contractual terms shall be amended by supplementary agreements in writing.

Article 62c. (New, SG No. 61/2014, effective 25.07.2014) Traders shall be prohibited from charging consumers fees in respect of the use of a means of payment that exceed the cost incurred by the trader for the use of the same means of payment.

Article 62d. (New, SG No. 61/2014, effective 25.07.2014) (1) Where the trader operates a telephone line for the purpose of contacting him or her by telephone in relation to the contract

concluded, the consumer shall pay the cost of the call without owing an extra fee, according to the requirements of Ordinance No. 1 of 2010 on the Rules for Use, Allocation and the Procedures for Primary and Secondary Assignment for Use, Reservation and Withdrawal of Numbers, Addresses and Names (promulgated in State Gazette No. 64 of 2010; amended, SG No. 12 of 2011, SG No. 74 of 2012 and SG No. 28 of 2014).

(2) In case the trader has charged the consumer an extra fee in relation to the service provided, the trader shall be obliged to reimburse the wrongfully charged fee to the consumer.

(3) The provision of Paragraph (1) shall be without prejudice to the right of telecommunication services providers to charge for such calls.

Article 62e. (New, SG No. 61/2014, effective 25.07.2014) (1) Before the consumer is bound by a contract or by a corresponding offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the price agreed upon for the trader's main contractual obligation.

(2) Where the trader has not obtained the consumer's express consent under Paragraph (1) but has inferred it because the consumer has not rejected the options prepared in advance by the trader which involve a payment obligation and which have not been claimed from the consumer, the consumer shall be entitled to reimbursement of the extra payments effected thereby.

(3) The burden of proof of obtaining the consumer's express consent to the effecting of extra payments shall be on the trader.

Article 63. Any announcement of a reduction of prices must indicate:

1. the goods and services or the group of goods and services for which the reduction of the prices is valid;
2. the conditions under which the prices are reduced;
3. the period during which the prices are reduced.

Article 64. A price reduction shall be announced by one of the following means:

1. (amended, SG No. 20/2022, effective 28.05.2022) by placing the new price beside the prior one, which is crossed out, or
2. (amended, SG No. 20/2022, effective 28.05.2022) by using the words "new price" and "prior price", followed by the relevant amounts, or
3. (amended, SG No. 20/2022, effective 28.05.2022) by indicating a percentage of the reduction, with the new price being placed beside the prior price which is crossed out.

Article 65. (1) (Amended, SG No. 20/2022, effective 28.05.2022) Any announcement of price reduction must state the prior price which the trader applied during a specific period before the date as from which the reduction of the price applies.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) "Prior price" shall be the lowest price applied by the trader during a period of time not shorter than 30 days prior to the application of the price reduction on the same business premises, Internet site or application.

(3) Paragraph (2) shall not apply to any foodstuffs and other perishable products.

(4) (New, SG No. 20/2022, effective 28.05.2022) For goods which are liable to deteriorate or expire rapidly, or which are offered on the market for less than 30 days, the period referred to in Paragraph (2) shall be not shorter than seven days prior to the application of the price reduction.

(5) (New, SG No. 20/2022, effective 28.05.2022) When the price reduction is progressively increased, the prior price shall be the price without the price reduction before the first application of the price reduction.

Article 66. (1) An announcement of price reduction may not be applied for a period longer than one month and shorter than one working day.

(2) An announcement of price reduction may nevertheless cover a period longer than one month but not exceeding six months in the following cases:

1. full or partial clearance sale of the goods in stock upon sale of the business premises;
2. full or partial clearance sale of the goods in stock on the business premises upon partial suspension of the business activity of the trader, provided that this ground has not been invoked during the last preceding three years;

3. remodelling and building works on the business premises for a period exceeding thirty working days;
4. (supplemented, SG No. 61/2014, effective 25.07.2014) transfer of the enterprise or liquidation thereof.

Article 67. (Repealed, SG No. 61/2014, effective 25.07.2014).

Article 68. It shall be prohibited to use any commercial practices which adversely affect the economic interests of consumers or the collective interests of consumers.

Article 68a. (New, SG No. 53/2006, effective 1.01.2007, repealed, SG No. 13/2020, effective 14.02.2020).

Section III

(New, SG No. 64/2007, renumbered from Section IV, SG No. 61/2014, effective 25.07.2014)

Unfair Commercial Practices

Article 68b. (New, SG No. 64/2007) (1) (Redesignated from Article 68b, SG No. 61/2014, effective 25.07.2014) The provisions of this Section are intended to ensure protection to consumers against unfair commercial practices before, during and after a trader makes an offer to a consumer and/or conclusion of a contract for the sale of goods or provision of services.

(2) (New, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 20/2022, effective 28.05.2022) The provisions of this Section shall apply in respect of all goods and services, including digital content and digital services, immovable property, rights and obligations.

(3) (New, SG No. 20/2022, effective 28.05.2022) Within the meaning given by this Section, "product" shall be any good or service, including immovable property, digital service and digital content, as well as rights and obligations.

Article 68c. (New, SG No. 64/2007) Unfair commercial practices shall be prohibited.

Article 68d. (New, SG No. 64/2007) (1) (Amended, SG No. 61/2014, effective 25.07.2014) A business-to-consumer commercial practice shall be unfair if it is contrary to the requirements of professional diligence and if it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group of consumers when the commercial practice is directed to a particular group of consumers.

(2) (Amended, SG No. 61/2014, effective 25.07.2014) A commercial practice, which is likely to materially distort the economic behaviour of a clearly identifiable group of consumers who are particularly vulnerable to the commercial practice of to the underlying product or service because of their mental or physical infirmity, age or credulity in a way which the trader could foresee, shall be assessed from the perspective of the average member of the group of consumers to which the said practice is directed.

(3) An assessment referred to in Paragraph (2) shall not apply to the advertising practice of making exaggerated statements or statements which are not meant to be taken literally.

(4) (Amended, SG No. 102/2008) Misleading and aggressive commercial practices, covered under Articles 68e to 68j herein, shall also be unfair.

Article 68e. (New, SG No. 64/2007) (1) A commercial practice shall be misleading when 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 elements indicated in Paragraph (2) and causes or is likely to cause the said consumer to take a transactional decision that the said consumer would not have taken without use of the commercial practice.

(2) The elements referred to in Paragraph (1) include information on:

1. the existence or nature of the product or service;
2. the main characteristics of the product or service, such as: availability, benefits, risks which the product or service poses, execution, composition, accessories to the product or service, extra-warranty after-sale customer assistance, consumer complaint handling, manner and date of manufacture or provision of the product or service, delivery, fitness for purpose, usage thereof,

- quantity, specification, geographical or commercial origin, results to be expected from its use, or the results and material features of tests or checks carried out on the product or service;
3. extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, as well as any statement or symbol in relation to sponsorship or another form of direct or indirect approval of the trader or of the product or service;
 4. the price or the manner in which the price is calculated, or the existence of a specific price advantage;
 5. the need for provision of an additional service, a spare part, or replacement or repair of the product;
 6. (amended, SG No. 102/2008, SG No. 61/2014, effective 25.07.2014) the nature, status and rights of the trader or of the trader's agent, such as: name, permanent address of the natural persons, and business name, address of the place of management of the legal persons, the assets thereof, qualifications, authorization to carry on business, membership of professional organizations or other type of affiliation, the industrial, commercial or intellectual property rights thereof or the awards and distinctions held;
 7. the consumer's rights, including the right thereof to replacement of the product, to rescission of the contract, to reimbursement of the sum paid thereby in pursuance of Articles 112 to 115 herein, or the risks the consumer may face.

(3) A commercial practice shall also be misleading if, in its entire factual context and taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that the said consumer would not have taken without use of the commercial practice, and if the said practice involves:

1. any marketing in respect of a product or service, including use of comparative advertising, which creates confusion with any other product, mark, trade name or another distinguishing mark of a competitor;
2. non-compliance by the trader with the commitments contained in a code of good commercial practice by which the trader has undertaken to be bound, where the said commitments are of a mandatory nature, are capable of being verified, and where the trader indicates upon use of a particular commercial practice that the said trader is bound by the rules contained in the said code;
3. (new, SG No. 20/2022, effective 28.05.2022) any marketing of a good, in one Member State of the European Union, as being identical to a good marketed in other Member States of the European Union, while that good has significantly different composition or characteristics, unless justified by legitimate and objective factors such as:
 - (a) the requirements of national law;
 - (b) the availability or seasonality of raw materials necessary for the production of the product;
 - (c) the availability of voluntary strategies to improve access to healthy food;
 - (d) the traders' right to offer goods of the same brand in packages of different weight or volume in different markets.

(4) (New, SG No. 20/2022, effective 28.05.2022) The misleading nature of the marketing of goods under Item 3 of Paragraph (3) shall be assessed by taking into account whether such differentiation between goods is easily identifiable by the average consumer by looking at the information provided by the trader and the adequacy of the said information.

Article 68f. (New, SG No. 64/2007) (1) A commercial practice shall also be misleading when, in its entire factual context and taking account of all its features and circumstances as well as the limitations of the communication medium used, 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 the said consumer would not have taken without use of the said commercial practice.

(2) A commercial practice shall also be misleading when, taking account of the matters described in Paragraph (1), a trader hides material information, within the meaning given by Paragraph (1), or provides such information in an unclear, unintelligible or ambiguous manner, or provides such information in an untimely manner, or fails to identify the commercial intent of the commercial

practice if not already apparent from the context and this causes or is likely to cause the average consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

(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 a misleading commercial practice under Paragraph (2) has been used.

(4) In the case of an invitation to purchase, the following information shall be regarded as material within the meaning given by Paragraph (1), if not already apparent from the context:

1. the main characteristics of the product or service, to an extent appropriate to the communication medium used and to the relevant product or service;

2. (amended, SG No. 102/2008, SG No. 61/2014, effective 25.07.2014) the trader: name and permanent address of the natural persons, and business name, address of the place of management of the legal persons and, if necessary, address, name and, respectively, business name of the trader on whose behalf he or she is acting;

3. the price inclusive of all taxes; where the price cannot be calculated in advance, the manner in which the price is calculated as well as, where appropriate, all additional freight, delivery or postal charges shall be indicated; where these charges cannot be calculated in advance, the fact that such additional charges may be payable by the consumer shall be indicated;

4. (amended, SG No. 20/2022, effective 28.05.2022) the arrangements for payment, delivery and performance, if they depart from the requirements of good faith and professional competence;

5. the goods and services, as well as the contracts involving a right of withdrawal from or cancellation of the contract: information on the existence of such a right;

6. (new, SG No. 20/2022, effective 28.05.2022) for products offered on online marketplaces, information on whether the third party offering the products is a trader or not, on the basis of a declaration of that third party to the provider of the online marketplace.

(5) (New, SG No. 20/2022, effective 28.05.2022) When providing consumers with the possibility to search for products offered by different traders or by consumers on the basis of a query in the form of a keyword, phrase or other input, irrespective of where transactions are concluded, general information on the main parameters determining the ranking of products presented to the consumer as a result of the search query and the relative importance of those parameters, as opposed to other parameters, shall be regarded as material. The said information shall be made available in a specific section of the online interface that is directly and easily accessible from the page where the query results are presented.

(6) (New, SG No. 20/2022, effective 28.05.2022) Paragraph (5) shall not apply to any not apply to providers of online search engines as defined in point (6) of Article 2 of Regulation (EU) 2019/1150 of the European Parliament and of the Council of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (OJ L 186/57 of 11 July 2019).

(7) (New, SG No. 20/2022, effective 28.05.2022) Where a trader provides access to consumer reviews of any product within the meaning given by Article 68b (2) herein, the said trader shall provide information about whether the trader ensures that the published reviews of a product originate from consumers who have actually purchased the product, and if the trader ensures that, on how the authenticity of consumer reviews is checked, and shall provide clear information to consumers on how consumer reviews are processed by indicating if all reviews are posted, whether those reviews are positive or negative, whether those reviews have been sponsored or influenced by a contractual relationship with a trader. The information making it possible to establish whether and how the trader ensures that the published reviews of a product originate from consumers who have actually used or purchased the said product shall be regarded as material.

(8) (Renumbered from Paragraph (5), SG No. 20/2022, effective 28.05.2022) The mandatory information provided for in European Union law on commercial communications, including in relation to advertising and marketing, which is contained in Annex II to Directive 2005/29/EC of

the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council, shall likewise be material within the meaning given by Paragraph (1).

Article 68g. (New, SG No. 64/2007) The following misleading commercial practices shall also be unfair commercial practices:

1. a trader claiming to be a signatory to a code of good commercial practice when the said trader is not;
2. displaying a certificate, a quality mark or an equivalent thereof without having obtained the necessary authorization;
3. claiming that a particular code of good commercial practice has an endorsement from a public or other body which it does not have;
4. claiming that a trader has been authorized to carry out a particular activity or that a specific product or service has been authorized, approved or licensed by a public or another body where the said trader or product has not, or where the trader makes such a claim without complying with the terms whereunder the authorization, approval or licence has been issued;
5. making an invitation to purchase products or services at a specific price without disclosing the existence of any reasonable grounds the trader may have for believing that the said trader will not be able to offer for supply or to procure another trader to supply, those products or services or equivalent products or services at that price for a specific period that is, and in quantities that are, reasonable having regard to the product or service, the scale of advertising of the product or service and the price offered;
6. a trader making an invitation to purchase products or services at a specified price and then, in order to promote another product or service:
 - (a) refusing to show the advertised product or service to the consumer;
 - (b) refusing to take orders for the said products or services or to deliver them to the consumer within a reasonable time;
 - (c) demonstrating to the consumer a defective sample of the product offered for sale;
7. falsely stating that a particular product or service will only be placed on the market for a very limited time, or that it will only be available on the market 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 of the product or service;
8. a trader undertaking to provide extra-warranty after-sales service to consumers with whom the said trader has communicated prior to conclusion of the contract in a language which is not an official language of the Member State of the European Union where the trader has the registered office thereof, and then, upon provision of the extra-warranty after-sales service, making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to conclude a contract;
9. stating or creating an impression that a particular product or service can legally be sold when it cannot;
10. presenting rights given to consumers in law as a distinctive feature of the trader's offer to sell goods or services
11. (amended, SG No. 61/2014, effective 25.07.2014) using editorial content in the media within a campaign financed by the trader to promote the sales of a particular product or service without this being indicated in the said content, or with the help of images or sounds clearly identifiable by the consumer;
12. making inaccurate claims concerning the nature and extent of the risks to the personal security of the consumer or the family thereof if the consumer does not purchase the product or service;
13. promoting a product or a service similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not;

14. (supplemented, SG No. 61/2014, effective 25.07.2014) establishing, operating or promoting pyramid promotional schemes, 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 and services;
15. claiming that the trader is about to cease trading or move premises when the said trader is not;
16. claiming that a particular product is able to facilitate winning in lotteries and other games of chance;
17. falsely claiming that a particular product is able to cure illnesses, dysfunctions of the human body or malformations;
18. passing on inaccurate information on market conditions or on the possibility of finding the product or service on the market with the intention of inducing the consumer to acquire the product or service at conditions less favourable than normal market conditions;
19. claiming, upon use of a particular commercial practice, to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;
20. describing a particular product or service as "gratis", "free", "without charge" or similar if the consumer has to pay anything for the product or service other than the unavoidable cost of responding to the commercial practice, collecting or paying for delivery of the product;
21. including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that the said consumer has already ordered the marketed product or service when the said consumer has not;
22. falsely claiming or creating the impression that the trader is not acting for purposes relating to the commercial activity thereof, or falsely representing the trader as a consumer;
23. creating the false impression that extra-warranty after-sales service in relation to the product is available in another Member State of the European Union other than the one in which the product is sold;
24. (new, SG No. 20/2022, effective 28.05.2022) providing search results in response to the consumer's online search query without clearly disclosing to the consumer any paid advertising or payment effected specifically for achieving higher ranking of products within the search results;
25. (new, SG No. 20/2022, effective 28.05.2022) reselling events tickets to consumers if the trader acquired them by using an automated means to circumvent any limit imposed on the number of tickets that a person can buy or any other rules applicable to the purchase of tickets;
26. (new, SG No. 20/2022, effective 28.05.2022) claiming that reviews of a product are submitted by consumers who have actually used or purchased the said product without taking reasonable and proportionate steps to check that the said reviews originate from such consumers;
27. (new, SG No. 20/2022, effective 28.05.2022) submitting false consumer reviews or endorsements or commissioning another legal or natural person to submit false consumer reviews or endorsements, or misrepresenting consumer reviews or social endorsements, in order to promote the sale of products.

Article 68h. (New, SG No. 64/2007) A commercial practice shall be aggressive when, in its entire factual context and taking account of all its features and circumstances, and owing to the use of harassment, coercion, including the use of physical force or undue influence, it impairs or is likely to impair the average consumer's freedom of choice or conduct with regard to the product or service, and thereby causes or is likely to cause the said consumer to take a transactional decision that the said consumer would not have taken without use of the said commercial practice.

Article 68i. (New, SG No. 64/2007) In determining whether a particular commercial practice uses harassment, coercion, including the use of physical force or undue influence, account shall be taken of:

1. the timing and location of the use of the commercial practice, the nature and persistence thereof;
2. the use of threatening or abusive language or behaviour;
3. the exploitation by the trader of any misfortune or another specific circumstance affecting the consumer, which is able to impair the consumer's judgment and of which the trader is aware, in order to influence the consumer's decision with regard to the product or service;

4. the imposition of any type of onerous or disproportionate non-contractual barriers where the consumer wishes to exercise the rights thereof under the contract, including the right thereof to terminate the contract or to switch to another product or service or another trader;
5. any threat to take any actions that are contrary to the law.

Article 68j. (New, SG No. 64/2007) The following misleading commercial practices shall also be unfair commercial practices:

1. creating the impression in the consumer that the said consumer cannot leave the premises until a contract is concluded;
2. (amended, SG No. 61/2014, effective 25.07.2014) conducting personal visits to the consumer's home by the trader ignoring the consumer's demand to the trader to leave the premises or not to return, except in the cases provided for by law to enforce a contractual obligation;
3. (amended, SG No. 61/2014, effective 25.07.2014, SG No. 17/2019) making persistent and unwanted solicitations to the consumer by telephone, fax, electronic mail or any other remote media, except in cases provided for by law to enforce a contractual obligation and without prejudice to personal data protection requirements and the requirements of Article 6 of the Electronic Commerce Act;
4. requiring a consumer, who wishes to claim on an insurance policy, to produce documents which are not relevant as to whether the claim was valid, or failing more than twice to respond to pertinent questions raised by a consumer, in order to dissuade the consumer from exercising the contractual rights thereof;
5. including in an advertisement a direct exhortation to children to buy an advertised product or service or to persuade their parents or other adults to buy an advertised product or service for them;
6. (amended, SG No. 61/2014, effective 25.07.2014) demanding immediate or deferred payment for products or services supplied by the trader, but not solicited by the consumer, or the return or safekeeping of such products or services by the consumer;
7. explicitly informing a consumer that if the said consumer does not buy the product or service, the trader's job or livelihood will be in jeopardy;
8. 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:
 - (a) there is no such prize or other equivalent benefit, or
 - (b) taking any action in relation to claiming the prize or other equivalent benefit is subject to an obligation of the consumer paying a sum of money or incurring a cost.

Article 68k. (New, SG No. 102/2008) (1) When the Commission for Consumer Protection establishes that the commercial practice is unfair, the Chairperson of the Commission shall issue an order prohibiting the application of such commercial practice.

(2) The Chairperson of the Commission for Consumer Protection may, by an early deadline fixed thereby, oblige the trader to prove that the commercial practice applied is not unfair.

(3) In the cases referred to in Article 68d (4) herein and where the unfair practice arises from activities related to advertising, notwithstanding the pecuniary penalty, the Chairperson of the Commission for Consumer Protection may direct the advertiser and/or the advertising agency to publish, at their own expense and in an appropriate form, the written statement ascertaining the violation, as well as the duly corrected advertisement.

(4) The Chairperson of the Commission for Consumer Protection shall take the measures referred to in Paragraphs (1) to (3) proprio motu or acting on a request submitted by a consumer.

Article 68l. (New, SG No. 61/2014, effective 25.07.2014) (1) (Amended and supplemented, SG No. 20/2022, effective 28.05.2022) The consumer shall be entitled to a price reduction, to rescind the contract with the trader concluded as a result of the use of an unfair commercial practice, and to claim compensation for damage suffered according to the standard procedure where the Chairperson of the Commission for Consumer Protection has issued an order prohibiting the application of an unfair commercial practice, the said order is upheld by an enforceable judgment of the Supreme Administrative Court, the said order was not appealed within the statutory time limit, or the appeal against the said order has been withdrawn.

(2) (Supplemented, SG No. 20/2022, effective 28.05.2022) The enforceable judgment of the Supreme Administrative Court which upholds an order of the Chairperson of the Commission for Consumer Protection prohibiting the application of an unfair commercial practice under this Section shall be binding on the civil court with regard to the validity and legal conformity of the said order. The order of the Commission for Consumer Protection prohibiting the application of an unfair commercial practice, which has not been appealed or the appeal against which has been withdrawn, shall also be binding on the civil court as valid and legally conforming.

(3) (Supplemented, SG No. 20/2022, effective 28.05.2022) The right to seek compensation shall be extinguished within a period of five years from the entry into effect of the judgment of the Supreme Administrative Court, of the order of the Chairperson of the Commission for Consumer Protection, where unappealed, or from the date on which the appeal against the said order was withdrawn.

(4) The Commission for Consumer Protection shall publish on the Internet site thereof the enforceable judgments of the Supreme Administrative Court which uphold orders prohibiting the application of an unfair commercial practice or the order which has not been appealed within the statutory time limit or against which the appeal has been withdrawn.

Chapter Five

SAFETY AND QUALITY OF PRODUCTS AND SERVICES

Section I

General Safety of Products and Services

Article 69. (1) Producers of goods and service providers shall be obligated to offer only safe products and services to consumers.

(2) "Producer," under Paragraph (1), shall be:

1. (supplemented, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) any person, established within the territory of the European Union or of a State which is a Contracting Party to the Agreement on the European Economic Area, who or which has manufactured or processed the product, and any other person, established within the territory of the European Union or of a State which is a Contracting Party to the Agreement on the European Economic Area, who or which presents himself, herself or itself as the manufacturer by affixing to the product the name, trade mark or other distinctive mark thereof;

2. (amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) the manufacturer's representative, when the manufacturer is not established within the territory of the European Union or in a State which is a Contracting Party to the Agreement on the European Economic Area, or the importer of the product, when the manufacturer has no representative in the European Union or in a State which is a Contracting Party to the Agreement on the European Economic Area;

3. any other person in the supply chain, whereof the activities may affect the safety properties of the product.

(3) "Service provider" shall be any person who provides or performs services in consideration of payment as part of the professional activities thereof.

(4) (New, SG No. 61/2014, effective 25.07.2014) "Product", within the meaning given by this Section, shall be any product of labour, which is intended for consumption or under normal foreseeable conditions may be used by consumers, even if not intended for them, and which is supplied or made available in the course of a commercial activity, whether for consideration or not, and whether new, used or reconditioned.

Article 70. (1) "Safe product or service" shall be any product or service which, under normal and reasonably foreseeable conditions of use, including duration of use, putting into service, installation (assembly) and maintenance, does not present any risk to consumers' health and life or only the minimum of such risks and any such risk is compatible with the use of the product or service and is considered to be acceptable and consistent with a high level of consumer protection, taking into account:

1. the characteristics of the product, including its composition, packaging, instructions for assembly, installation and maintenance, as well as any other instructions supplied by the producer;

2. the characteristics of the service and instructions for use supplied by the service provider;
3. the effect of the product on other products, where it is foreseeable that it will be used with other products;
4. the presentation of the product or service, the labelling, any possible warnings and instructions for its use or disposal, and any other indication or information regarding the product or service supplied by the producer or the service provider;
5. the categories of consumers at risk when using the product or the service, such as children, the elderly, pregnant and breast-feeding women.

(2) The availability on the market of other products or services presenting higher levels of safety, or of other products or services presenting a lesser degree of risk, shall not constitute grounds for considering a product or service to be dangerous.

(3) "Dangerous product or service" shall be any product or service which is not safe within the meaning given by Paragraphs (1) and (2).

Article 71. (1) A product or service shall be deemed safe when it conforms to the statutorily established safety requirements which the product or service must satisfy in order to be marketed.

(2) A product or service shall be presumed safe in respect of the risks and risk categories covered by Bulgarian standards transposing European standards, the references of which have been published by the European Commission in the Official Journal of the European Union.

(3) In the absence of any statutory requirements and standards referred to in Paragraph (2), the conformity of the product or service to the general safety requirements shall be assessed by taking into account:

1. Bulgarian national standards transposing relevant European standards other than those referred to in Paragraph (2);
2. in the absence of standards referred to in Item 1: the Bulgarian standards drawn up at the national level;
3. in the absence of standards referred to in Item 2: European Commission recommendations setting guidelines on product safety assessment;
4. in the absence of recommendations referred to in Item 3: products and services safety codes of good practice in force in the sector concerned;
5. in the absence of codes of good practice referred to in Item 4: the state of the art of science and technology;
6. where it is not possible to take into account the state of the art of science and technology: normally foreseeable consumer expectations concerning safety.

(4) Conformity of a product or service to safety requirements under Paragraphs (1) to (3) shall not bar the control authorities from taking appropriate measures to impose restrictions on the product or service being placed on the market, to require its withdrawal from the market or recall or to discontinue the offering of the service where there is evidence that, despite such conformity, the said product or service is dangerous.

Article 72. Producers of goods and service providers shall offer products or services to consumers after completing assessment and certification of the conformity of the said products or services to the statutorily established safety requirements. The costs of conformity assessment and certification shall be borne by the producers of goods and service providers.

Article 73. (1) Within the limits of the respective activities thereof, the producer of goods or the service provider shall supply consumers with the relevant information enabling them to assess the risks inherent in a product or service throughout the normal or reasonably foreseeable period of its use, where such risks are not immediately obvious without adequate warnings by the producer or provider of services. The presence of any such warning shall not exempt the producer of goods or the provider of services from compliance with the other obligations provided for in this Section.

(2) Upon the request of the control authority, the producer of goods or the provider of services shall be obliged to prove that prior to placing the product or service on the market the said producer or

provider has performed an assessment of the risks which the products or services may pose to the safety of consumers.

Article 74. (1) Within the limits of the respective activities thereof, the producer of goods or the service provider shall be adopted to take precautions necessary for ensuring the safety of the product or service.

(2) The measures referred to in Paragraph (1) must be commensurate with the characteristics of the product or service and must enable the producer of goods and the service provider to:

1. be informed of risks which this product or service might pose to the health and safety of consumers;
2. choose to take appropriate action, including, if necessary to avoid risks: withdrawal of the product from the market or discontinuation of the offering of the service, adequately and effectively warning consumers, or recall of the product from consumers.

Article 75. (1) Where appropriate, the producer of goods or the service provider shall take on a voluntary basis precautions such as:

1. carrying out of sample testing and analysis of marketed products;
2. investigating consumer complaints.

(2) Where necessary, the producer of goods or the service provider take on a voluntary basis measures such as:

1. keeping a register of consumer complaints;
2. keeping distributors informed of the measures taken under Item 1 and under Paragraph (1) to monitor product safety.

(3) The control authorities may order the producer of goods or the service provider to take the measures referred to in Paragraphs (1) and (2).

Article 76. The producer shall be obliged to ensure conditions for the tracing of the product throughout the supply chain and, for this purpose, the producer shall:

1. mark the product by means of an indication of the product or the packaging thereof of the name and other details of the producer or the batch of products to which the product belongs;
2. (new, SG No. 61/2014, effective 25.07.2014) enter the details identifying the product as indicated in Item 1 in the documents which the producer issues to the distributors participating in the distribution chain of the product;
3. (renumbered from Item 2, SG No. 61/2014, effective 25.07.2014) keep and submit, upon request by the control authorities, the entire documentation necessary for tracing the origin of products.

Article 77. (1) Distributors shall be required to act with due care to help to ensure compliance with the general safety obligation, in particular by not supplying a product which they know or should have presumed, on the basis of the information in their possession and as professionals, that it does not comply with the general safety requirement.

(2) "Distributor" shall be any person participating in the process of sale of the product, whose activity does not influence the safety characteristics of the product.

(3) Within the limits of the respective activities thereof, distributors shall participate in monitoring the safety of products placed on the market, by:

1. passing on information on risks related to product use;
2. keeping and providing the documentation necessary for tracing the origin of products;
3. cooperating in the action taken by the producer and the control authorities to avoid the risks;
4. taking other appropriate measures.

Article 78. Within the limits of the respective activities thereof, distributors shall take measures enabling them to cooperate efficiently with the producer and the control authorities.

Article 79. (1) Where a producer, a distributor or a service provider knows or ought to know, on the basis of the information in the possession thereof, that the products or services placed thereby on the market pose a risk to the health and safety of consumers, the said producer, distributor or service provider shall immediately inform the control authorities of this and shall give the said authorities details of the action taken to prevent and terminate risks to the health and safety

of consumers. Any such information must contain, as a minimum, the particulars covered under Article 80 herein.

(2) The terms and procedure for submission of the information referred to in Paragraph (1) shall be established by an ordinance of the Council of Ministers.

Article 80. In the event of a serious risk to the health and safety of consumers, the producers, distributors and service providers shall pass to the control authorities:

1. (amended, SG No. 61/2014, effective 25.07.2014) information and the available documents enabling a precise identification of the product or service, or the batch of products that do not comply with the safety requirements;
2. a full description of the risk that the dangerous products or services present;
3. (amended, SG No. 61/2014, effective 25.07.2014) all information and the entire documentation available, as shall be necessary for tracing the product;
4. a description of the action undertaken to prevent risks to consumers.

Article 81. (1) Within the limits of the respective activities thereof, producers, distributors and service providers shall cooperate with one another and shall be obliged to provide assistance to the control authorities in action aimed at preventing and terminating risks posed by products or services which are or have been supplied thereby.

(2) The procedure for cooperation among producers, distributors, service providers and control authorities in respect of the exchange of information on product and service safety shall be established by an ordinance of the Council of Ministers.

Article 82. (1) "Control authorities," under this Section, shall be:

1. the Commission for Consumer Protection: in respect of safety of non-food products and of services;
2. (amended, SG No. 52/2020, effective 9.06.2020) the control authorities under the Foodstuffs Act - in respect of safety of food products, materials and articles intended to come into contact with food;
3. (amended, SG No. 64/2007, supplemented, SG No. 61/2014, effective 25.07.2014, amended, SG No. 102/2015) the control authorities under the Health Act: in respect of the safety of cosmetic products;
4. the market surveillance authorities under the Technical Requirements for Products Act: in respect of products falling within the scope of the said Act;
5. (new, SG No. 61/2014, effective 25.07.2014, amended, SG No. 102/2015) the control authorities under the Protection Against the Harmful Impact of Chemical Substances and Mixtures Act: in respect of the restrictions on the marketing and the use of certain dangerous substances, mixtures and articles in order to protect human health;
6. (new, SG No. 61/2014, effective 25.07.2014, repealed, SG No. 102/2015).

(2) (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014, SG No. 102/2015) The Commission for Consumer Protection shall coordinate the activities of the control authorities referred to in Items 2 to 5 of Paragraph (1) in connection with the safety of non-food products and services, and the Ministry of Health shall coordinate the activities of the said control authorities in connection with the safety of foods and cosmetic products.

(3) The Commission for Consumer Protection and the Ministry of Health shall design and host an Internet site providing information on dangerous products and services, which shall contain, as a minimum, the particulars covered under Article 80 herein.

(4) (Amended, SG No. 61/2004, effective 25.07.2014, SG No. 102/2015) The control authorities referred to in Items 2 to 5 of Paragraph (1) shall assist and cooperate with the Commission for Consumer Protection and with the Ministry of Health inter alia by:

1. supplying the said Commission and Ministry with information on any dangerous products and services found on the market;
2. informing the said Commission and Ministry of the action taken to prevent serious and present hazard to the health and safety of consumers, whereby the said control authorities:
 - a) allow the marketing of the product or service, provided certain conditions are met;

- b) order producers and distributors to mark the product with warnings of the risk it presents;
- c) obligate producers and distributors to alert consumers to the risk it presents;
- d) prescribe a suspension of the supply of the product or the provision of the service;
- e) ban the supply of the product or the provision of the service;
- f) withdraw the product from the market or order producers, distributors and service providers to withdraw the product from the market or discontinue the offering of the service;
- g) recall the product from consumers or order producers and distributors to recall the product from consumers.

(5) (Amended, SG No. 60/2015) The customs authorities shall cooperate with the control authorities covered under Paragraph (1) in respect of products imported from third countries according to the powers thereof.

Article 83. Notwithstanding the type or nature of the product or service, the competent control authority referred to in Article 82 herein shall be entitled to:

1. organize, even after the product or service has been placed on the market as being safe, appropriate checks on its safety properties, on an adequate scale and at each stage of sale up to the final stage of use or consumption;
2. take samples of the product for the performance of safety checks;
3. require all necessary information from the parties concerned;
4. gather evidence.

Article 84. Where, under certain conditions, the product or service may present a risk to the health and safety of consumers, the control authority shall be entitled to:

1. order the producer, distributor or service provider to publish warnings of the risks which the product or service may pose; any such warnings shall be clearly worded and easily comprehensible by consumers;
2. make the marketing of the product or service subject to prior conditions as to make it safe;
3. require from the producer or distributor to mark the product with clearly worded and easily comprehensible warnings, in the Bulgarian language, on the risks its use may present.

Article 85. Where the product or service could pose risks for a certain category of consumers, the competent control authority may order the producer, distributor or the service provider to give the said category of consumers warning of the risk in good time and in an appropriate form, including the publication of special warnings.

Article 86. (1) The competent control authority under Article 82 herein may temporarily ban the placing on the market of any product or service that could be dangerous for the period needed for the various safety controls, checks and evaluations of the said product or service.

(2) (Amended, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is safe, the control authority shall lift the ban referred to in Paragraph (1) within 24 hours after evidence of the safety of the product is furnished.

(3) (New, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is safe, the costs of the safety checks and evaluations of the product or service shall be borne by the control authority.

(4) (New, SG No. 64/2007) Where as a result of the safety checks of the product or service it is established that the product or service is dangerous, the costs of the safety checks and evaluations of the product or service shall be borne by the person in respect of whom the ban has been decreed.

Article 87. Where it is established that a product, service or batch of products is dangerous, the control authority shall ban the marketing thereof and shall introduce the accompanying measures required to ensure that the ban is complied with.

Article 88. (1) Where a control authority establishes that a product, service or batch of products already on the market poses or may pose a risk to the health and safety of consumers, the said authority shall be obliged, while taking into account the manufacturing or trade conditions of the product and service, take the following measures:

1. to order a suspension of the supply of the product or of the provision of the service on the market for the period needed for performance of safety controls, checks and evaluation of the product or

service; within 24 hours after evidence of the safety thereof is furnished, the control authority shall pronounce on the suspension of the supply of the product or of the provision of the service as imposed;

2. to order or organize the immediate and actual withdrawal of the said product from the market or the discontinuance of the provision of the service, as well as to alert consumers to the risks that the product or service presents;

3. to order or coordinate or, if appropriate, to organize together with producers and distributors its recall from consumers and its destruction.

(2) (New, SG No. 64/2007) Where as a result of the safety checks referred to in Item 1 of Paragraph (1) it is established that the product or service is safe, the costs of the safety checks and evaluations of the product or service shall be borne by the control authority.

(3) (New, SG No. 64/2007) Where as a result of the safety checks referred to in Item 1 of Paragraph (1) it is established that the product or service is dangerous, the costs of the safety checks and evaluations of the product or service shall be borne by the person in respect of whom the measure has been decreed.

(4) (Renumbered from Paragraph (2), SG No. 64/2007) The producer or distributor may prove, by means of performance of a conformity assessment, that part of the products in a batch are not dangerous to the health and safety of consumers and can be marketed. Any corroboration costs shall be borne by the producer or distributor.

(5) (Renumbered from Paragraph (3), SG No. 64/2007) Any producer or distributor, who has supplied or acquired one or more products of any such batch and is aware of the order to suspend the marketing of the product, to withdraw the said product or to recall the said product from consumers, shall be obliged to notify of the said order the persons whereto the said producer or distributor has supplied the product or the person wherefrom he has acquired the product.

Article 89. (1) The competent control authority may order the producer, distributor or service provider to bring the products or services into conformity with safety requirements.

(2) The control authority may order the producer, distributor or service provider, after they have brought the products or services into conformity with the safety requirements, to subject them to a test by an independent, competent and impartial body within such time limit as the control authorities shall establish.

(3) Where a product or service has not been subjected to a test under Paragraph (2), it shall be presumed to be non-conforming to the safety requirements, unless proven otherwise.

(4) Where it is not possible to bring the product into conformity with safety requirements, the control authority may order that the product be used for other purposes, be returned to the country of origin, or be destroyed within a specified time limit.

Article 90. (1) Recall of the product from consumers shall take place as a last resort, where the other measures taken by producers, distributors and suppliers would not suffice to prevent the risk to consumers.

(2) Producers and distributors shall recall products from consumers where the other measures taken by the producer would not suffice to prevent the risk to the health and safety of consumers.

(3) The control authorities shall take the measures referred to in Article 88 (1) herein where the measures taken by producers, service providers and distributors would not suffice to prevent the risk to the health and safety of consumers.

Article 91. Where products or services present a serious risk to the health and safety of consumers, the control authorities shall take the necessary action to apply with due dispatch appropriate measures, including the measures provided for under this Act.

Article 92. (1) In the event of a serious risk to the health and safety of consumers, the competent control authority may issue an order prohibiting the production, import, export and marketing, with or without consideration, of the product and proceed with the withdrawal of the said product from all business premises where the product is available, or with its destruction, where that is the only possibility to stop the danger. The order whereby the prohibition is imposed shall be promulgated by the State Gazette.

(2) In the cases referred to in Paragraph (1), the control authority may order producers and distributors to give consumers warnings, instructions for use of the product, or to recall the product from consumers and thereupon to provide compensation in the form of exchange, repair or reimbursement.

(3) Under the terms established by Paragraph (1), the relevant control authority shall order the discontinuance of the provision of a specific service to consumers.

(4) Where it is proven that the product or service conforms to safety requirements, the control authority shall revoke the order referred to in Paragraph (1). The revocation of the order shall be promulgated in the State Gazette.

(5) Any order referred to in Paragraphs (1) and (3) shall mandatorily specify the person who will incur the costs of storage, transportation, destruction and other costs related to ensuring the safety of products and services.

Article 93. Where, due to non-compliance with the requirements of this Section, the operational or storage conditions with the producer, distributor or service provider are such that the products or services produced, stored, provided or placed on the market endanger or may endanger the health or safety of consumers, the competent control authority may order the taking of measures such as:

1. enhancement of internal control on the part of the producer, supplier or distributor;
2. personnel training;
3. performance of building works;
4. cleaning and others.

Article 94. The competent control authorities shall be entitled to access to premises used for production, commercial and storage activities and to premises where services are provided, in the presence of the person that carries out activities on the premises or of a representative of the said person.

Article 95. The measures provided for in this Section shall be imposed by means of issuance of orders by the heads of the control authorities covered under Article 82 herein or by officials authorized thereby, which shall be appealable according to the procedure established by the Administrative Procedure Code.

Article 96. (1) The measures taken by the control authorities under this Section must be commensurate with the degree of risk presented by the product or service and must have prevention or cessation of the hazard to consumer as their sole object.

(2) The measures referred to in Paragraph (1) shall be addressed, as appropriate, to:

1. the producer and the service provider;
2. the distributor, and in particular the party responsible for the first stage of placing of the product or service on the market;
3. any other person, where necessary with a view to rendering cooperation to the control authorities in action taken to avoid risks arising from a product or service.

Article 97. (1) Before imposing the measures referred to in Article 96 herein, the controlling authorities shall ensure that the party concerned be afforded an opportunity to express objections.

(2) Where, due to the urgent nature of the measure imposed, the party concerned has not been afforded an opportunity to express objections prior to the imposition of the measure, the control authority shall be obliged to afford such opportunity immediately after the imposition of the said measure.

Article 98. (1) The control authorities shall be obliged to accept and consider complaints from consumers and other parties concerned in respect of product and service safety and of safety surveillance and control activities, and to notify in writing complainants of the results of the checks conducted.

(2) The control authorities shall draw up procedures and methodological guidelines for consideration of complaints by consumers and other parties concerned in respect of product and

service safety and of safety control activities, which shall be published on the Internet site of the relevant authority and shall provide the said procedures and guidelines to consumers upon request.

Article 99. The Council of Ministers shall adopt an ordinance establishing the terms and procedure for the withdrawal, recall and destruction of dangerous products and compensation to consumers in the form of reimbursement or replacement.

Article 100. (1) In the event of a serious risk to the health and safety of consumers, the relevant control authority shall order closure of the premises or a part thereof or suspension of the operations of the producer, distributor, or service provider.

(2) Any order referred to in Paragraph (1) shall be appealable according to the procedure established by the Administrative Procedure Code. An appellate review shall not stay the enforcement of any such order, unless the court orders otherwise.

Article 101. (1) The information on dangerous products and services available to the control authorities shall be accessible to the public. The control authorities shall be obliged to provide any such information to the parties concerned without prejudice to the restrictions required for control activities.

(2) The information referred to in Paragraph (1) shall contain:

1. identification of the product or service;
2. description of the nature of the risk;
3. the measures taken by the control authorities to prevent the hazard.

(3) Public officials shall not have the right to disclose information obtained or received in connection with the implementation of the provisions of this Section which, by its nature, is covered by professional secrecy.

(4) Paragraph (3) shall not apply to any information relating to the safety characteristics of products or services which must be made public if circumstances so require, in order to guarantee the health and safety of consumers.

(5) Protection of professional secrecy shall not prevent the dissemination to the control authorities of any information relevant for ensuring the effectiveness of control activities on the safety of products or services.

(6) The control authorities receiving any information covered by professional secrecy shall be obliged to ensure its protection.

Article 102. The provisions of this Section shall be without prejudice or restriction to the application of the rules on the liability of producers for damage caused by a defective product under Section IV herein.

Article 103. Any order by a control body whereby the placing of a product or service on the market is restricted or the withdrawal from the market or recall from consumers is required shall be without prejudice or restriction to the criminal liability of the party against whom the measure has been taken.

Section II

Delivery of goods

(Heading amended, SG No. 23/2021, effective 1.01.2022)

Article 103a. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 23/2021, effective 1.01.2022) The provisions of this Section are intended to ensure consumer protection upon the delivery of goods and the passing of risk.

Article 103b. (New, SG No. 61/2014, effective 25.07.2014) (1) The trader shall be obliged to deliver the goods, transferring them to the consumer without undue delay not later than 30 days from the conclusion of the contract, unless the parties have agreed otherwise.

(2) Where the trader has failed to deliver the goods within the time limit set in the contract or within the time limit referred to in Paragraph (1), the consumer shall call upon the trader to make the delivery within an additionally set period of time depending on the circumstances. If the trader fails to deliver the goods within that additionally set period of time, the consumer shall be entitled to rescind the contract.

- (3) The provision of Paragraph (2) shall not apply to sales contracts where:
1. the trader has refused to deliver the goods, or
 2. the delivery of the goods within the agreed delivery period is essential to the consumer taking into account all the circumstances attending the conclusion of the contract, or
 3. the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential.
- (4) If in the cases referred to in Paragraph (3) the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit under Paragraph (1), the consumer shall be entitled to rescind the contract immediately.
- (5) Upon rescission of the sales contract, the trader shall be obliged to reimburse to the consumer, without undue delay, all sums paid under the contract.
- (6) Upon rescission of the sales contract under Paragraphs (2) to (4), the consumer may claim compensation or penalty according to the standard procedure.

Article 103c. (New, SG No. 61/2014, effective 25.07.2014) (1) In contracts where the trader dispatches the goods to the consumer, the risk of loss or of damage to the goods shall pass to the consumer when the consumer or a third party indicated thereby and other than the carrier has accepted the goods.

(2) Where the consumer has chosen a carrier and has commissioned the said carrier to carry the goods, but the carrier chosen by the carrier is not among the carriers offered by the trader, the risk shall pass to the consumer upon delivery of the goods to the carrier of his or her choice. In the event of a loss or damage, the consumer may claim compensation or penalty from the carrier.

Article 104. (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014, repealed, SG No. 23/2021, effective 1.01.2022).

Article 105. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 106. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 107. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 108. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 109. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 110. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 111. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 112. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 113. (Amended and supplemented, SG No. 18/2011, repealed, SG No. 23/2021, effective 1.01.2022).

Article 114. (Supplemented, SG No. 61/2014, effective 25.07.2014, repealed, SG No. 23/2021, effective 1.01.2022).

Article 115. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 116. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 117. (Amended and supplemented, SG No. 61/2014, effective 25.07.2014, repealed, SG No. 23/2021, effective 1.01.2022).

Article 118. (Amended, SG No. 18/2011, repealed, SG No. 23/2021, effective 1.01.2022).

Article 119. (Amended, SG No. 18/2011, repealed, SG No. 23/2021, effective 1.01.2022).

Article 120. (Repealed, SG No. 18/2011).

Article 121. (Amended, SG No. 18/2011, repealed, SG No. 23/2021, effective 1.01.2022).

Section III

Conformity of Services

(Heading amended, SG No. 23/2021, effective 1.01.2022)

Article 122. (Amended, SG No. 23/2021, effective 1.01.2022) (1) The trader shall provide to the consumer a service that conforms with the contract for the provision of services.

(2) In order to conform with the contract, the service must:

1. comply with the description, quantity and quality as provided for in the contract;
2. correspond to the information contained in the advertising or provided in another way before the conclusion of the contract, and not contradict the information supplied by the trader upon providing the service, in case this information may influence the consumer's decision;
3. show the characteristics which are normal in services of the same type;
4. possess the specific characteristics and be fit for any particular purpose for which the consumer requires it and which the consumer made known to the trader at the latest at the time of the conclusion of the contract and respect of which the trader has given acceptance;
5. meet the reasonable expectations of consumers, given the nature of the service and any public statements made by the trader or other persons or made on behalf of the trader or the other persons, for example in advertising or in labelling, unless the trader proves that:
 - (a) it was not, and could not reasonably have been, aware of the public statement in question;
 - (b) by the time of conclusion of the contract, the public statement was corrected in the same way as it had been made or in another similar way;
 - (c) the decision of the consumer to acquire the service could not have been influenced by the public statement;
6. be provided with all accessories and instructions which the consumer may reasonably expect to receive, where applicable.

Article 123. (Amended, SG No. 23/2021, effective 1.01.2022) (1) The trader shall be liable for any lack of conformity of the service that may exist at the time of provision of the service and may manifest itself within two years after its provision, but no later than 14 days from the establishment of the lack of conformity with the contract.

(2) Where the service is not in conformity with the contract, the consumer shall be entitled to a service that is in conformity with the contract.

(3) Where performance of the service in conformity with the contract would be completely or partially impossible or would impose costs on the trader that would be disproportionate, the consumer shall be entitled to a price reduction, in case of partial performance of the service, or shall have the right to rescind the contract.

(4) The trader shall be liable for the conformity of services provided by a person acting on behalf and for the account of the trader.

Article 124. (Repealed, SG No. 23/2021, effective 1.01.2022).

Article 125. (Amended, SG No. 23/2021, effective 1.01.2022) (1) The consumer shall be entitled to make a complaint to the trader or a person authorised thereby in respect of a service which does not conform with the contract.

(2) A complaint shall be addressed either by word of mouth or in writing.

(3) The consumer may claim that the service be brought into conformity with the contract, that the price be reduced or that the contract be rescinded and the amount paid be reimbursed.

(4) When making a complaint, the consumer shall specify the subject of the complaint, the manner of satisfaction of the complaint preferred thereby, respectively, the amount claimed, and a contact address.

(5) When submitting a complaint, the consumer must also enclose the documents supporting the claim:

1. a cash register receipt or invoice;
2. protocols, acts or other documents establishing the lack of conformity of the service;
3. other documents establishing the grounds and amount of the claim.

Article 126. (Amended and supplemented, SG No. 18/2011, repealed, SG No. 23/2021, effective 1.01.2022).

Article 127. (Amended, SG No. 18/2011, supplemented, SG No. 61/2014, effective 25.07.2014, amended, SG No. 23/2021, effective 1.01.2022) (1) The trader or a person authorized thereby shall be obliged to receive the complaint if addressed in due course.

(2) The trader shall be obliged to keep a register of the complaints addressed thereto and to the persons authorised thereby at each of the places specified in Paragraph (4).

(3) Where a complaint is made, the persons referred to in Paragraph (1) shall mandatorily describe it in the register and the consumer shall be issued a document stating the date, the number under which the complaint is entered in the register, the type of service and the signature of the person who received the complaint.

(4) Complaints shall be received throughout the working hours of the business premises where the service has been ordered, or on the trader's website whereon the service has been ordered, or at the address of the trader's place of management. The complaint may alternatively be made in any of the business premises of the trader within the territory of Bulgaria where commercial activity similar to the activity on the premises where the service was ordered is pursued. The consumer shall have an unlimited right of choice of a place for addressing the complaint.

Article 128. (1) (Repealed, SG No. 18/2011).

(2) When the trader satisfies a complaint, the trader shall issue a statement on this, which shall be drawn up in duplicate, and shall mandatorily provide one copy to the consumer.

Article 129. Addressing a complaint to the trader shall not prevent the bringing of an action.

Article 129a. (New, SG No. 45/2019, effective 7.06.2019) The European Consumer Centre with the Commission for Consumer Protection shall assist consumers in the event of a dispute between a consumer and a trader arising from the implementation of the provisions of Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No. 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (OJ, L 60/1 of 2 March 2018), hereinafter referred to as "Regulation (EU) 2018/302".

Section IV

Liability for Damage Caused by a Defective Product

Article 130. (1) This Section shall apply to the liability of producers, distributors and traders for any damage caused by a defective product produced or supplied thereby.

(2) "Product" shall be any movable item, even if incorporated into another movable or immovable item, including the following agricultural raw materials and products which have not undergone primary processing or handling: agricultural crops, livestock products and raw materials, hunting and fishing. "Product" shall include electricity.

(3) (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) "Producer" shall be any person who or which manufactures, in the course of the business thereof, finished products, raw materials or component parts used in manufacturing of other products or any person who or which, by putting the name, trade mark or other distinguishing feature thereof on the product, presents himself, herself or itself as its producer. Any person, who or which imports into the territory of the European Union a product for sale, hire, leasing or uses any form of distribution in the course of the business thereof within the territory of the Union, shall also be deemed to be a producer.

(4) "Distributor or trader" shall be any person other than a producer who or which puts a product into circulation. A product shall be "put into circulation" where the producer has released the product voluntarily. A product may be put into circulation only once.

Article 131. (1) Compensation under this Section shall be awarded where damage is caused by:

1. death or personal injury of a natural person;

2. (amended and supplemented, SG No. 64/2007) damage to, or destruction of, any property item other than the defective product itself, of a value of not less than BGN 1,000, provided that the item is intended primarily for personal use and was used by the injured person as intended.

(2) The injured person may exercise the right thereof to compensation for non-material damage caused by a defective product, according to the standard procedure.

Article 132. (1) A product shall be deemed defective when it does not meet the common expectations of customary use, taking all circumstances into account, related to:

1. the presentation of the product with regard to the following characteristics: quality, quantity, name, type, composition, origin, durability, distinctive features, customary and possible use of the product, advertisement of the product and the information provided about it;
2. the time when the product was put into circulation.

(2) A product shall not be considered defective for the sole reason that a better product is subsequently put into circulation.

Article 133. (1) The producer shall be liable for damage caused by a defect in the product thereof, regardless of whether the said defect is caused by the fault of the producer or not.

(2) The producer shall be liable for damage even when the product was produced in compliance with existing standards and good practices or it was put into circulation by permission of an administrative authority.

Article 134. (1) (Amended and supplemented, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) Where the producer of the product or the person who or which imported the product into the territory of the European Union cannot be identified, liability under Article 133 herein shall be incurred by any distributor or trader of the product.

(2) Paragraph (1) shall not apply where the distributor or trader furnishes information within fourteen days of the name and address of the producer, importer or the person who or which supplied the product.

(3) The distributor or trader may not refer the injured person to any person outside the territory of the Republic of Bulgaria.

Article 135. (1) Where two or more persons are liable for the same damage, they shall be liable jointly and severally.

(2) Where damage has been caused by a defective product which is a component part of another product, the producer of the said component part and the person who installed it shall be liable jointly and severally.

Article 136. The injured person shall be required to prove the damage, the defect and the causal relationship between defect and damage.

Article 137. (1) The producer shall not be liable under Article 133 herein if the producer proves that:

1. the producer did not put the product into circulation, or
2. having regard to all circumstances, it is probable that the defect which caused the damage did not exist at the time the product was put into circulation by the producer or that this defect became apparent afterwards, or
3. the producer neither manufactured the product for sale or any form of distribution for economic purpose nor manufactured or distributed the said product in the course of the business thereof, or
4. the defect is due to compliance of the product with mandatory requirements issued by the public authorities, or
5. the state of scientific and technical knowledge at the time when the product was put into circulation was not such as to enable the existence of the defect to be discovered.

(2) The producer of a component part shall not be liable under Article 133 herein if the producer proves that the defect is attributable to the development or design of the product in which the component has been fitted or to the instructions on the product given by the manufacturer.

Article 138. (1) The liability of the producer under Article 133 herein may be disallowed or reduced when the damage is caused both by a defective product and by the fault of the injured person or of any person for whom the injured person is responsible.

(2) The liability of the producer shall not be reduced when the damage is caused both by a defective product and by the action or omission of a third party.

Article 139. Any clause in a contract that provides for disallowance or reduction of the liability of the producer in respect to the injured person for any damage caused under this Section shall be void.

Article 140. (1) Any proceedings for the recovery of damages caused by a defective product shall be subject to a limitation period of three years, which shall begin to run from the day on which the plaintiff became aware, or should have become aware, of the damage, the defect and the identity of the producer.

(2) The provisions of the Obligations and Contracts Act shall apply to the suspension and interruption of the said limitation period.

Article 141. The rights conferred upon the injured person pursuant of this Section shall be extinguished upon the expiry of a period of ten years from the date on which the producer put into circulation the product which caused the damage, unless the injured person has in the meantime instituted proceedings against the producer.

Article 142. The provisions of this Section shall not affect the right of an injured person to redress under another law.

Chapter Six

UNFAIR TERMS IN CONSUMER CONTRACTS

Article 143. (Supplemented, SG No. 57/2015, amended, SG No. 100/2019) (1) Unfair term in a contract concluded with a consumer shall be any clause to the detriment of the consumer which is contrary to the requirement of good faith and causes a significant imbalance between the rights and obligations of the trader or supplier and the consumer:

(2) Unfair term shall be any term that:

1. excludes or limits the statutory liability of a producer, trader or supplier in the event of the death of a consumer or personal injury to the consumer resulting from an act or omission of the said trader or supplier;
2. excludes or limits the statutory rights of the consumer vis-a-vis the trader or supplier or another party in the event of total or partial non-performance or inadequate performance of any of the contractual obligations, including the option of offsetting a debt owed to the trader or supplier against any claim which the consumer may have against the trader;
3. makes the fulfilment of contractual obligations by the trader or supplier subject to a condition whose realization depends on his own will alone;
4. permits the trader or supplier to retain sums paid by the consumer where the consumer decides not to conclude or perform the contract, without providing for the consumer to receive compensation of an equivalent amount from the trader or supplier where the trader or supplier is the party cancelling the contract;
5. requires any consumer who fails to fulfil the obligation thereof to pay a disproportionately high sum in compensation or penalty;
6. authorises the trader or supplier to exempt himself from the obligations thereof under the contract on a discretionary basis where the same facility is not granted to the consumer, or permitting the trader or supplier to retain the sums paid for services not yet supplied thereby where he himself dissolves the contract;
7. enables the trader or supplier to terminate a contract of indeterminate duration without notice, except where there are serious grounds for doing so;
8. fixes an unreasonably early deadline for automatic extension of the contract where the consumer does not indicate otherwise;
9. provides for automatic extension of a contract of fixed duration, unless the consumer expresses a desire to terminate the said contract, when the deadline fixed for the consumer to do so is unreasonably early after the date of expiry of the contract of fixed duration;
10. binds the consumer to terms with which the consumer had no real opportunity of becoming acquainted before the conclusion of the contract;
11. enables the trader or supplier to alter the terms of the contract unilaterally on grounds which are not specified in the contract;
12. enables the seller or supplier to alter unilaterally, without a valid reason, any characteristics of the product or service;

13. provides for the price to be determined at the time of delivery of the product or provision of the service or allowing a trader or supplier to increase the price without, in both cases, giving the consumer the corresponding right to cancel the contract if the final price is substantially higher in relation to the price agreed when the contract was concluded;
14. gives the trader or supplier the right to determine whether the product or service supplied is in conformity with the terms of the contract, or gives the trader or supplier the exclusive right to interpret any term of the contract;
15. obliges the consumer to fulfil all obligations thereof even where the trader or supplier does not perform the obligations thereof;
16. gives the trader or supplier the possibility of transferring the rights and obligations thereof under the contract, without the consumer's agreement, where this may serve to reduce the guarantees for the consumer;
17. excludes or hinders the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to a specific court of arbitration not covered by legal provisions; unduly restricts the evidence available to the consumer or imposes on the consumer a burden of proof which, according to the applicable law, should lie with the other party to the contract;
18. limits the obligation of the trader or supplier to respect commitments undertaken by the agents thereof, or makes the commitments thereof subject to compliance with a particular formality;
19. does not enable the consumer to assess the economic consequences of the conclusion of the contract;
20. imposes other similar conditions.

Article 144. (1) (Amended, SG No. 100/2019) The provision of Item 7 of Article 143(2) herein shall not apply to any terms under which a supplier of financial services reserves the right to terminate unilaterally a contract of indeterminate duration without notice where there is a valid reason, provided that the supplier of financial services has agreed to inform the other contracting party or parties thereof immediately of the termination of the contract.

(2) (Amended, SG No. 100/2019) The provision of Item 11 of Article 143(2) herein shall not apply to terms under which:

1. (amended, SG No. 61/2014, effective 25.07.2014) a supplier of financial services reserves the right to alter the rate of interest payable by the consumer or due to the consumer, or the amount of other charges for financial services without notice where there is a valid reason, provided that the supplier of financial services has agreed to inform the other contracting party or parties of the alteration within seven days and that the other contracting party or parties is entitled to terminate the contract immediately;
2. a trader or supplier reserves the right to alter unilaterally the conditions of a contract of indeterminate duration, provided that the trader or supplier has agreed to inform the consumer with reasonable notice and that the consumer is free to dissolve the contract.

(3) (Amended, SG No. 100/2019) The provisions of Items 7, 11 and 13 of Article 143(2) herein shall not apply to:

1. transactions in securities, financial instruments and other products or services where the price is linked to fluctuations (variations) in a stock exchange quotation or index or a financial market interest rate that the trader or supplier does not control;
2. contracts for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency.

(4) (Amended, SG No. 100/2019) The provision of Item 13 of Article 143(2) herein shall not apply to price-indexation clauses, where lawful, provided that the method by which prices vary is explicitly detailed in the contract.

Article 145. (1) The unfairness of a term in a contract concluded with a consumer shall be assessed, taking into account the nature of the product or service for which the contract was concluded, all the circumstances attending the conclusion of the contract at the time of conclusion, as well as 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 or remuneration, on the one hand, as against the product and service supplied in exchange, on the other, in so far as these terms are in plain intelligible language.

Article 146. (1) The unfair terms in contracts shall be void unless individually negotiated.

(2) A term shall be regarded as not individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term, particularly in the context of a pre-formulated standard contract.

(3) The fact that specific terms 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 a pre-formulated standard contract.

(4) Where the trader or supplier claims that a standard contract term has been individually negotiated, the burden of proof in this respect shall be incumbent on the said trader or supplier.

(5) The presence of unfair terms in a contract concluded with a consumer shall not render it void if the contract can be applied without these terms.

Article 147. (1) The terms in contracts offered to the consumer must be drafted in plain, unambiguous language.

(2) Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.

(3) (New, SG No. 100/2019) The provision of Paragraph (2) shall not apply to actions referred to in Articles 186 and 186a.

Article 147a. (New, SG No. 61/2014, effective 25.07.2014) (1) Upon conclusion of a pre-formulated standard contract with a consumer, the pre-formulated standard terms shall be binding on the consumer only if the said terms have been provided thereto and the consumer has consented to the said terms.

(2) The consent of the consumer to the pre-formulated standard terms shall be certified by the signature thereof.

(3) The trader or an authorized representative thereof shall be obliged to hand the consumer a copy of the pre-formulated standard terms signed by the trader or representative.

(4) The burden of proof of the consent to the pre-formulated standard terms expressed by the consumer and the receipt of the said terms upon signature of the contract shall be on the trader.

(5) The clause whereby the consumer consents to the pre-formulated standard terms of the contract and declares that he or she has received the said terms, included in individual contracts, shall be no evidence of an actual consent to the pre-formulated standard terms and receipt of a copy by the consumer.

Article 147b. (New, SG No. 61/2014, effective 25.07.2014) (1) The trader shall be obliged to inform the consumer of any alteration in the pre-formulated standard terms under the contract as concluded with seven days from the occurrence of this circumstance by telephone, electronic mail or at a mailing address stated by the consumer.

(2) Where the consumer disagrees with the alterations in the pre-formulated standard terms, the consumer may abandon the contract without giving any reason and without compensation or penalty, or may continue to perform the said contract under the terms effective before the alteration.

(3) (Supplemented, SG No. 57/2015) The consumer shall exercise the right thereof under Paragraph (2) by sending the trader a notice in writing within one month after receipt of the communication under Paragraph (1). Paragraph (2) shall not apply in the cases where the alteration in the pre-formulated standard terms is consequent to an order or instruction of a competent authority.

(4) The alterations in the pre-formulated standard terms shall be binding on the consumer under the contract where the consumer has been informed of the said alterations under the conditions of Paragraph (1) and the consumer has not exercised the right thereof under Paragraphs (2) and (3).

(5) The trader shall be obliged to establish the fact that the consumer has been notified of an alteration in the pre-formulated standard terms.

Article 148. (1) (Previous text of Article 148, SG No. 61/2014, effective 25.07.2014) The Commission for Consumer Protection shall perform the following functions:

1. elaborate guidelines or recommendations in connection with specific unfair terms in pre-formulated standard contracts used in specific branches or sectors of activity;
2. recommend the use of particular contractual terms used in specific branches or sectors of activity;
3. hold negotiations with representatives of business associations regarding the elaboration of model contracts applicable to particular branches or sectors of activity;
4. (new, SG No. 18/2011, supplemented, SG No. 61/2014, effective 25.07.2014, amended, SG No. 57/2015) upon use of unfair terms in pre-formulated standard contracts, approach the competent court with a motion to declare the said terms void according to the procedure established by Section IV of Chapter Nine herein following the failure of the measures taken under Item 1 or Paragraph (4) and where the terms of the contract may affect a large number of consumers or the said terms may be used by other traders as well.

(2) (New, SG No. 61/2014, effective 25.07.2014) Where a statutory instruments provides for a State body to approve the pre-formulated standard terms of the contracts with consumers and the subsequent alterations in the said terms, the said terms and alterations shall be sent to the Commission for Consumer Protection for an opinion as to the existence of unfair terms. The State body shall approve the pre-formulated standard terms of the contracts with consumers only if the Commission for Consumer Protection approves the pre-formulated standard terms provided thereto and after the said Commission determines that the said terms do not contain unfair terms within the meaning given by this Chapter.

(3) (New, SG No. 61/2014, effective 25.07.2014) Where a statutory instruments does not provide for a State body to approve the pre-formulated standard terms of the financial service contracts with consumers and the subsequent alterations in the said terms, the said terms and alterations shall be sent to the Commission for Consumer Protection for an approval.

(4) (New, SG No. 61/2014, effective 25.07.2014) Where the Commission for Consumer Protection determines that the pre-formulated standard terms contain unfair terms within the meaning given by this Chapter, the said Commission shall allow the trader 14 days of being notified to eliminate the said unfair terms.

Article 148a. (New, SG No. 57/2015) The actions under this Chapter shall be examined according to the procedure established by Chapter Twenty-Five of the Code of Civil Procedure.

Chapter Seven
TIMESHARE CONTRACTS. LONG-TERM HOLIDAY PRODUCT CONTRACTS.
RESALE AND
EXCHANGE CONTRACTS
(Heading amended, SG No. 18/2011)

Article 149. (Amended, SG No. 18/2011) The provisions of this Chapter are intended to ensure protection to consumers upon the marketing, sale, resale and exchange of rights and/or services under timeshare contracts and long-term holiday product contracts.

Article 150. (Amended, SG No. 18/2011) (1) The provisions of this Chapter shall apply to contracts concluded between a trader and a consumer.

(2) "Consumer" shall be any natural person who is acting for purposes which are outside that person's trade, business, craft or profession.

(3) "Trader" shall be any natural or legal person who or which is acting for purposes relating to that person's trade, business, craft or profession, as well as any person acting in the name of or on behalf of a trader.

(4) The provisions of this Chapter shall not exclude and shall not restrict the application of rules regulated by a law regarding:

1. the recording of movable property or immovable property in a special register or conveyance of immovable properties;

2. the establishment of the trader and the requirements of an authorization, licensing or other regime for the practice of commercial activity.

Article 151. (Amended, SG No. 18/2011) "Timeshare contract" shall be a contract concluded for a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more immovable properties or other movable property used for overnight accommodation for more than one period of occupation.

Article 152. (Amended, SG No. 64/2007, SG No. 102/2008, SG No. 18/2011) "Long-term holiday product contract" shall be a contract concluded for a duration of more than one year under which a consumer, for consideration, acquires the right to obtain discounts or other benefits in respect of accommodation for a specified period of time, in isolation or together with provision of transport or other services.

Article 153. (Supplemented, SG No. 64/2007, amended, SG No. 18/2011) "Resale contract" shall be a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or a long-term holiday product.

Article 154. (Amended, SG No. 18/2011) "Exchange contract" shall be a contract under which a consumer, for consideration, joins an exchange scheme in which that consumer is granted access to an immovable property or another movable property used for overnight accommodation or other services in exchange for granting to other persons temporary access to the rights deriving from that consumer's timeshare contract.

Article 155. (Amended, SG No. 18/2011) "Ancillary contract" shall be a contract under which a consumer acquires services which are related to a timeshare contract or to a long-term holiday product contract and which are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader.

Article 156. (Amended, SG No. 18/2011) Before the consumer is bound by any offer or contract under this Chapter, the trader shall provide the consumer with accurate and sufficient information necessary for making an informed decision, by means of the standard information form, on:

1. timeshare contracts according to Annex 1 hereto;
2. long-term holiday product contracts according to Annex 2 hereto;
3. resale contracts according to Annex 3 hereto;
4. exchange contracts according to Annex 4 hereto.

Article 157. (Amended, SG No. 18/2011) The information referred to in Article 156 herein shall be provided to the consumer free of charge, in a clear and comprehensible manner, on paper or on another durable medium which is easily accessible to the consumer.

Article 158. (Amended, SG No. 18/2011) The information referred to in Article 156 herein shall be provided in the language or in one of the languages of the Member State of the European Union in which the consumer is resident or a national, at the choice of the consumer, provided it is an official language of the European Union.

Article 159. (Effective 1.01.2007 - SG No. 99/2005, amended, SG No. 18/2011) Any advertising for a contract or a group of contracts under this Chapter shall specify the possibility of obtaining the information referred to in Article 156 herein and shall indicate where it can be obtained.

Article 160. (Effective 1.01.2007 - SG No. 99/2005, supplemented, SG No. 64/2007, amended, SG No. 18/2011) (1) Where a contract under this Chapter is offered to a consumer at a promotion or sales event, the trader shall mandatorily indicate in the invitation extended to the consumer the commercial purpose and the nature of the event.

(2) The trader shall be obliged to make the information referred to in Article 156 herein available to the consumer at any time during the event referred to in Paragraph (1).

Article 161. (Amended, SG No. 18/2011) It shall be prohibited to market or sell a timeshare or a long-term holiday product as an investment.

Article 161a. (New, SG No. 18/2011) In calculating the duration of a timeshare contract or a long-term holiday product contract, any provision in the contract for tacit renewal or prolongation shall be taken into account.

Article 161b. (New, SG No. 18/2011) (1) The contracts under this Chapter shall be concluded in writing, on paper or on another durable medium, in the language or one of the languages of the Member State of the European Union in which the consumer is resident or a national, at the choice of the said consumer, provided it is an official language of the European Union.

(2) Where the consumer is resident or the trader pursues commercial or professional activities within the territory of the Republic of Bulgaria, the contract shall be drawn up in the language referred to in Paragraph (1) and in the Bulgarian language.

(3) In the case of timeshare contracts concerning one specific immovable property, the trader shall provide the consumer with the contract in the language referred to in Paragraph (1) and with a certified translation of the said contract in the language or one of the languages of the Member State of the European Union in which the property is situated, provided it is an official language of the European Union.

Article 161c. (New, SG No. 18/2011) (1) The pre-contractual information referred to in Article 156 herein shall constitute an integral part of the contract. The trader may not alter the content of the information provided referred to in Article 156 herein with the exception of the cases where:

1. the parties expressly agree otherwise, or
2. the changes made result from unusual and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided thereby even if all due care had been exercised.

(2) Any change of the information provided, made in accordance with Paragraph (1), shall be communicated to the consumer on paper or on another durable medium easily accessible thereto, before the contract is concluded and shall be expressly mentioned in the contract.

Article 161d. (New, SG No. 18/2011) The contracts under this Chapter shall include:

1. the names, the Standard Public Registry Personal Number (the Personal Number or the Alien's Personal Number), the permanent and present address of the consumer;
2. the business name, the legal form of business organization, the Standard Identification Code, the registered office and the address of the trader if a legal person, or the names, the Standard Public Registry Personal Number (the Personal Number or the Alien's Personal Number) and the mailing address if a natural person;
3. the information applicable to the relevant type of contract according to Article 156 herein;
4. the changes made in the information provided under Article 156 herein applicable to the relevant type of contract;
5. a separate standard withdrawal form, intended to facilitate the exercise of the consumer's right of withdrawal according to Annex 5 hereto;
6. the date and place of the conclusion of the contract and signature of each of the parties.

Article 161e. (New, SG No. 18/2011) (1) Before the conclusion of a contract under this Chapter, the trader shall explicitly inform the consumer of the existence of a right of withdrawal, of the length of the period within which the consumer can exercise his or her right of withdrawal, and of the ban on advance payments during the withdrawal period.

(2) The information referred to in Paragraph (1) shall be included in the contract and these contractual clauses shall be signed separately by the consumer.

(3) The consumer shall receive a copy of the contract at the time of its conclusion.

Article 161f. (New, SG No. 18/2011) (1) The consumer shall have a right, without compensation or penalty and without giving any reason, to withdraw from the timeshare contract, long-term holiday product contract, resale contract or exchange contract as concluded within fourteen calendar days, reckoned from the date of:

1. the conclusion of the contract or of any binding preliminary contract, or

2. the receipt by the consumer of the contract or of any binding preliminary contract, where the consumer receives them after their conclusion.

(2) Where the standard withdrawal form referred to in Item 5 of Article 161d herein has not been filled in by the trader and/or has not been provided to the consumer in writing, on paper or on another durable medium, the consumer shall have a right to withdraw from the contract within one year and fourteen calendar days reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract.

(3) Where the standard withdrawal form has been filled in by the trader and has been provided to the consumer in writing, on paper or on another durable medium within one year after the date of the conclusion of the contract or of the binding preliminary contract or after the date of its receipt, the withdrawal period referred to in Paragraph (1) shall start from the date when the consumer receives the form referred to in Item 5 of Article 161d herein.

(4) Where the trader has not provided the information referred to in Article 156 herein to the consumer on paper or on another durable medium, the consumer shall have a right to withdraw from the contract within three months and fourteen calendar days reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract.

(5) Where the information referred to in Article 156 herein has been provided by the trader to the consumer on paper or on another durable medium within three months reckoned from the date of the conclusion of the contract or of the binding preliminary contract or from the date of the receipt of the said contract, the withdrawal period referred to in Paragraph (1) shall start from the date of provision of the information referred to in Article 156 herein.

(6) Where the consumer concludes simultaneously a timeshare contract and an exchange contract, only a single withdrawal period shall apply to both contracts, which shall start according to the requirements of Paragraph (1).

Article 161g. (New, SG No. 18/2011) (1) A consumer who wishes to exercise the right thereof to withdraw from the contract as concluded shall be obliged to notify the trader of this on paper or on another durable medium before the expiry of the periods referred to in Article 161f herein. The consumer may use, inter alia, the standard withdrawal form intended to facilitate the exercise of the right of withdrawal referred to in Item 5 of Article 161d herein.

(2) The exercise of the right to withdraw from the contract as concluded by the consumer shall terminate the rights and obligations of the parties to the contract, and the consumer shall not be liable for any costs and payment for services provided thereto before the withdrawal.

Article 161h. (New, SG No. 18/2011) It shall be prohibited to demand and to receive 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 in relation to:

1. timeshare, long-term holiday product and exchange contracts: before the expiry of the withdrawal periods under Article 161f herein;

2. resale contracts: before the actual sale takes place or the resale contract is otherwise terminated.

Article 161i. (New, SG No. 18/2011) (1) For long-term holiday product contracts, payment shall be made according to a staggered payment schedule prepared in advance. The payments, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value.

(2) Any payment of the price specified in the contract otherwise than in accordance with the staggered payment schedule referred to in Paragraph (1) shall be prohibited.

(3) The trader shall be obliged to send the consumer a written invitation to pay on paper or on another durable medium at least fourteen calendar days in advance of each due date.

(4) (Amended, SG No. 57/2015) Upon receipt of an invitation to pay the second and each next yearly instalment, the consumer shall have the right to terminate the long-term holiday product contract without compensation and/or penalty by giving notice to the trader within fourteen calendar days reckoned from the date of the receipt of the invitation to pay each yearly instalment.

Article 161j. (New, SG No. 18/2011) (1) Where the consumer exercises the right thereof to withdraw from a timeshare contract or from a long-term holiday product contract, any exchange contract ancillary to the said contract or any other ancillary contract shall be automatically terminated at no cost, compensation and/or penalty to the consumer.

(2) Where the consumer exercises the right thereof to withdraw from any contract under this Chapter, whereof 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 trader and the third party, the credit agreement shall be terminated at no cost, compensation and/or penalty to the consumer.

Article 161k. (New, SG No. 18/2011) (1) Where the law applicable to any contract referred to in Articles 151 to 154 herein is the law of a Member State of the European Union, any contractual clause whereby the consumer waives the rights conferred thereon under this Chapter shall be void.

(2) Where the law applicable to any contract referred to in Articles 151 to 154 herein is the law of a State which is not a Member State of the European Union, the consumers shall have the rights thereof under this Chapter in the following cases:

1. where the subject matter of the contract is related to an immovable property or properties any of which is situated within the territory of a Member State of the European Union, or
2. where the subject matter of the contract is not related to immovable property but the trader pursues commercial or professional activities in a Member State of the European Union, or by any means directs such activities to a Member State of the European Union and the contract concerned falls within the scope of such activities.

Article 161l. (New, SG No. 18/2011) (1) The Commission for Consumer Protection shall inform consumers of the rights and obligations thereof in the offer and conclusion of contracts under this Chapter, of the possibility for out-of-court settlement of consumer disputes, and shall consider complaints, alerts and suggestions by consumers and consumer associations.

(2) The Commission for Consumer Protection shall encourage traders and traders' branch organizations to inform consumers of their codes of good practice and of the possibility for out-of-court settlement of consumer disputes in connection with contracts under this Chapter.

Article 161m. (New, SG No. 18/2011, amended, SG No. 57/2015) The conciliation committees and the mediators established according to the procedure of Section III of Chapter Nine herein shall assist the settlement of disputes between consumers and traders which have arisen in connection with any contracts under this Chapter.

Article 161n. (New, SG No. 18/2011) (1) Any arrangement between a trader and a consumer, which is contrary to the provisions of this Chapter and prejudices the interests of the consumer or reduces the liability of the trader arising from this Act, shall be void.

(2) Where the requirements of Articles 158, 161, 161b, 161c, 161d, 161h and 161i herein are not complied with, the contract concerned shall be invalid.

Article 161o. (New, SG No. 18/2011) (1) The provisions of this Chapter do not preclude consumers from seeking other remedies for the rights and interests thereof.

(2) The provisions of the Obligations and Contracts Act shall apply to any cases unregulated under this Chapter.

Chapter Eight

BODIES AND ORGANIZATIONS FOR CONSUMER PROTECTION

Section I

Administrative Authorities for Consumer Protection

Article 162. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall conduct and coordinate the State policy in the field of consumer protection.

Article 163. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall take measures for

integration of consumer protection policy upon implementation of the other sectoral and horizontal policies.

Article 164. (1) (Previous text of Article 164, SG No. 53/2006, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall:

1. make motions for amendment of effective statutory instruments and for adoption of new statutory instruments in the field of consumer protection;
2. issue statutory instruments of secondary legislation in the field of consumer protection in the cases provided for in a law;
3. give opinions on statutory instruments relevant to consumer protection;
4. direct the work of the National Consumer Protection Council;
5. coordinate the activities of other administrative authorities concerned with consumer protection;
6. cooperate with administrative authorities for consumer protection of other States and represent the Republic of Bulgaria at international consumer protection organizations;
7. (new, SG No. 53/2006, effective 1.01.2007) prepare a list of qualified entities in the Republic of Bulgaria that have a legitimate interest in bringing actions for cessation or for prohibition of any acts or commercial practices which infringe on the collective interests of consumers.

(2) (New, SG No. 53/2006, effective 1.01.2007, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The list referred to in Item 7 of Paragraph (1) shall be prepared the basis of criteria laid down by an ordinance of the Minister of Economy and Industry.

(3) (New, SG No. 53/2006, effective 1.01.2007, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall communicate to the European Commission the list of qualified entities in the Republic of Bulgaria, as well as the objects and legal form of business organization thereof.

Article 165. (1) (Amended, SG No. 15/2013, effective 1.01.2014, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Commission for Consumer Protection shall be a public-financed legal person with a head office in Sofia. The said Commission shall be a collegial authority with the Minister of Economy and Industry with regional units within the territory of the country.

(2) (Amended, SG No. 18/2010, effective 5.03.2010) The Commission for Consumer Protection shall consist of three members, including a Chairperson, who shall be designated for a term of office of five years by a decision of the Council of Ministers and shall be appointed by the Prime Minister. At least one of the members of the Commission shall be a lawyer and one shall be an economist.

(3) The Commission for Consumer Protection shall perform the following functions

1. adopt an annual programme plan and period plans for performance of control activities;
2. (amended and supplemented, SG No. 64/2007, amended, SG No. 102/2008) exercise control over unfair commercial practices;
3. bring actions for collective consumer protection;
4. elaborate guidelines and recommendations in connection with specific unfair terms in contracts;
5. exercise control over the safety of products and services in accordance with the requirements of this Act.

(4) The Chairperson of the Commission for Consumer Protection shall perform the following functions:

1. represent the Commission and authorize other persons to represent the Commission;
2. preside over the meetings of the Commission;
3. (amended, SG No. 64/2007) organize and direct the operation of the Commission;
4. exercise the functions of an appointing authority in respect of the civil servants and of an employer in respect of the employees working under an employment relationship;
5. conclude contracts as may be required for the operation of the Commission and of the administration thereof, or empower other persons to conclude any such contracts;

6. issue individual administrative acts, penalty decrees and impose coercive administrative measures and empower other officials to issue penalty decrees in the cases provided for in statutory instruments.

(5) Eligibility for the office of chairperson or member of the Commission on Protection of Competition shall be limited to persons who:

1. hold Bulgarian citizenship;
2. hold an educational qualification degree of Master;
3. have at least five years of employment service;
4. (amended, SG No. 42/2009) do not assume any positions, nor carry out any activities under Article 19(6) of the Administration Act.

5. (new, SG No. 56/2012) do not occupy a leadership position in a political party or organisation.

(6) (Amended, SG No. 42/2009, SG No. 97/2010, effective 10.12.2010, SG No. 7/2018) Each member of the Commission shall be obligated to declare any private interest under the Counter-Corruption and Unlawfully Acquired Assets Forfeiture Act which the said member has upon the adoption of a specific decision and shall be obligated not to participate in the deliberation and voting of the said decision.

(7) (Repealed, SG No. 42/2009).

(8) The powers of the members of the Commission shall be terminated upon death or prior to the expiry of the term of office:

1. acting on a letter of resignation;
2. upon establishment of incompatibility with the eligibility requirements of this Act;
3. (amended, SG No. 18/2011, supplemented, SG No. 103/2017, effective 1.01.2018) when a judicial instrument on a committed intentional publicly prosecutable criminal offence becomes enforceable, of which the appointing authority shall take care sua sponte;
4. in the event of inability to discharge the duties thereof for a period exceeding three months;
5. (new, SG No. 42/2009, amended, SG No. 97/2010, effective 10.12.2010, SG No. 7/2018) upon entry into force of an act which ascertains any conflict of interest under the Counter-Corruption and Unlawfully Acquired Assets Forfeiture Act.

(9) Upon termination of the powers of any member of the Commission, the competent authority shall designate and appoint a new member within one month after the day of termination of the powers, to serve for the remainder of the respective term of office.

(10) The activities, structure and organization of work and the staff size of the Commission for Consumer Protection and of the administration thereof shall be determined by rules of organization adopted by the Council of Ministers.

Article 166. Each municipality mayor shall establish a consumer protection unit in the municipal administration, through which the mayor shall:

1. (amended, SG No. 61/2014, effective 25.07.2014) exercise control under Chapter Two, Section II of Chapter Four and Sections II and III of Chapter Five herein;
2. advise consumers regarding the rights thereof under this Act;
3. provide information on dangerous products to the Commission for Consumer Protection;
4. approach the competent authorities upon ascertainment of any violations of other statutory instruments affecting the rights and interests of consumers.

Section II Consumer Associations

Article 167. (1) Citizens may associate for the purpose of protection of the rights and interests of consumers.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) The following shall be ineligible for membership of the governing bodies of consumer associations:

1. any employees in the state bodies and in the bodies of local self-government and local administration which perform functions concerning consumer protection;
2. any producers, importers, traders and suppliers;

3. any persons holding a managerial or supervisory position in a commercial corporation or a cooperative;
4. any persons holding a leadership position in a political party or organization.

Article 168. (1) Consumer associations shall be non-profit associations which:

1. act exclusively in the best interest of consumers;
 2. are not connected with any specific political party;
 3. are economically independent of any producers, importers, traders and suppliers;
 4. (amended, SG No. 74/2016, effective 1.01.2018) are entered into the Central Register of Non-profit Legal Persons kept by the Registry Agency under the Minister of Justice as associations designated for pursuit of public-benefit activities.
- (2) The circumstances referred to in Items 2 and 3 of Paragraph (1) shall be proved by a written statement.

Article 169. (1) Consumer associations shall be entitled to:

1. receive information on drafts of any statutory instruments concerning the rights and interests of consumers, and express opinions on any such drafts;
2. inform the control authorities of any cases in which the rights of consumers are violated;
3. (amended, SG No. 41/2007) receive information from central-government and municipal authorities on draft methodologies for price formation of the public services related to district heating, electricity supply, water supply and sewerage, transportation, postal communications and electronic communications;
4. propose to all control authorities to conduct checks, analyses and testing of goods and services;
5. assist to the resolution of disputes that have arisen between consumers and traders;
6. approach the court on violations of the rights and interests of consumers in the cases and under the terms established by this Act;
7. conclude collective agreements with business associations.

(2) The State bodies and the bodies of local self-government and local administration shall provide assistance to consumer associations in the activities thereof related to consumer protection.

Article 170. (Amended, SG No. 18/2011) (1) (Amended, SG No. 61/2014, effective 25.07.2014) To qualify as representative, a consumer association must satisfy the following requirements:

1. have, as its objective, the protection of consumer rights;
2. (amended, SG No. 74/2016, effective 1.01.2018) be entered as an association designated for pursuit of public-benefit activities into the Central Register of Non-profit Legal Persons kept by the Registry Agency under the Minister of Justice;
3. has taken action for consumer protection during the past year;
4. has at least one functioning help desk providing advisory and information services to consumers in an administrative regional centre in Bulgaria;
5. hosts an up-to-date Internet site;
6. implements effectively at least four of the listed public activities for protection of consumer interests, such as:
 - (a) brings actions for protection of the collective interests of consumers;
 - (b) (amended, SG No. 20/2022, effective 28.05.2022) publishes a magazine or another specialized publication on consumer issues;
 - (c) provides assistance to the resolution of consumer disputes;
 - (d) (supplemented, SG No. 20/2022, effective 28.05.2022) carries out information activities and/or campaigns in the field of consumer protection other than those referred to in Litterae (b) and (e);
 - (e) (supplemented, SG No. 20/2022, effective 28.05.2022) carries out educational activities and/or campaigns in the field of consumer protection other than those referred to in Litterae (b) and (e);
 - (f) carries out comparative tests and researches of goods and services provided on the Bulgarian market;
 - (g) have functioning help desks providing advisory and information services to consumers in at least one-third of the administrative regional centres countrywide.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) Consumer associations shall be recognized as representative within the meaning given by Paragraph (1) at their request by the Minister of Economy and Industry.

Article 170a. (New, SG No. 18/2011) (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) To be recognized as representative within the meaning given by Article 170 (1) herein, consumer associations shall submit an application to the Minister of Economy and Industry accompanied by:

1. (repealed, SG No. 13/2020, effective 1.09.2020);
2. (repealed, SG No. 13/2020, effective 1.09.2020);
3. (amended, SG No. 74/2016, effective 1.01.2018, repealed, SG No. 13/2020, effective 1.09.2020);
4. (repealed, SG No. 13/2020, effective 1.09.2020);
5. (supplemented, SG No. 13/2020, effective 1.09.2020) a declaration by the members of the governing bodies to the effect that they satisfy the requirements covered under Article 167 (2) herein and a declaration by the person representing the association referred to in Article 168 (1) herein;
6. an annual report on the activities carried out and on the results achieved in the protection of consumer rights and interests during the preceding year;
7. information on the functioning help desk providing advisory and information services to consumers in an administrative regional centre in Bulgaria, stating address, opening hours, contact telephones and name of the person in charge of the help desk;
8. information on the electronic address of the Internet site of the association;
9. information under Item 6 of Article 170 (1) herein specific to the activities carried out by the association.

(2) (New, SG No. 13/2020, effective 1.09.2020) The application referred to in Paragraph (1) shall state a uniform identification code of the association for the purpose of consulting, as appropriate, the Commercial Register and the Register of Non-profit Legal Persons.

(3) (Amended, SG No. 61/2014, effective 25.07.2014, renumbered from Paragraph (2), amended, SG No. 13/2020 effective 1.09.2020) The declarations referred to in Item 5 of Paragraph (1) shall be submitted in their original form. The documents referred to in Items 6 to 9 of Paragraph (1) shall be signed by the persons who represent the organization.

(4) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, renumbered from Paragraph (3), SG No. 13/2020, effective 1.09.2020, amended, SG No. 20/2022, effective 28.05.2022) Where any non-conformities are ascertained in the documents as presented, the Minister of Economy and Industry or an official empowered thereby shall notify the applicant in writing and shall give directions on curing the said non-conformities within 14 days.

(5) (Renumbered from Paragraph (4), SG No. 13/2020, effective 1.09.2020) If the non-conformities are not cured within the time limit referred to in Paragraph (3), the application shall be left without consideration.

Article 170b. (New, SG No. 18/2011) (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 13/2020, effective 1.09.2020, SG No. 20/2022, effective 28.05.2022) By an order, the Minister of Economy and Industry shall recognize as representative an association which satisfies the requirements of Articles 167, 168 and 170 herein as representative or shall refuse to recognize as representative an association which does not satisfy any of the said requirements.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 13/2020, effective 1.09.2020, SG No. 20/2022, effective 28.05.2022) The order referred to in Paragraph (1) shall be issued within two months after the receipt of the documents covered under Article 170a herein at the Ministry of Economy and Industry. In the cases referred to in Article 170a (4) herein, the period shall be interrupted.

(3) (Supplemented, SG No. 13/2020, effective 1.09.2020) By the order recognizing representativeness referred to in Paragraph (1), the consumer association shall be recognized as representative at the national level for a period of three years.

(4) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Ministry of Economy and Industry shall announce an up-to-date list of the consumer associations recognized as representative on the Internet site of the Ministry.

Article 170c. (New, SG No. 18/2011, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The consumer associations recognized as representative shall be obligated to notify the Minister of Economy and Industry of any change in the circumstances covered under Article 170a (1) herein not later than fourteen days after the occurrence of any such change.

Article 170d. (New, SG No. 18/2011) (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) Within three months before the expiry of the period under the order referred to in Article 170b (3) herein, the representative consumer associations shall submit an application to the Minister of Economy and Industry on the initiation of a new procedure for recognition of the consumer associations as representative. The information and documents covered under Article 170a (1) herein shall be attached to the said application.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall issue an order under Article 170b (1) herein according to the procedure established by Articles 170a and 170b herein.

Article 170e. (New, SG No. 18/2011) (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 13/2020, effective 1.09.2020, amended, SG No. 20/2022, effective 28.05.2022) Officials empowered by the Minister of Economy and Industry may verify compliance with the criteria of representativeness for each of the representative consumer associations. The results of the said verifications shall be set forth in a report which shall be presented to the Minister of Economy and Industry.

(2) Compliance with the criteria of representativeness shall be verified within the framework of each procedure for financing of the consumer associations under Article 172 herein.

(3) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) Depending on the results of the verifications referred to in Paragraphs (1) and (2), the Minister of Economy and Industry may revoke the order referred to in Article 170b (3) herein before the expiry of the three-year period where:

1. the consumer association recognized as representative fails to present, upon request, the up-to-date documents covered under Article 170a (1) herein;
2. the consumer association recognized as representative has failed to notify any change in the circumstances within the time limit referred to in Article 170c herein;
3. (amended, SG No. 61/2014, effective 25.07.2014, SG No. 13/2020, effective 1.09.2020) it is ascertained that the association does not comply with the criteria of representativeness covered under Article 170 (1) herein or any of the declarations referred to in Item 5 of Article 170 (1) herein makes a false statement.

Article 171. (1) The representative consumer associations shall participate in the National Consumer Protection Council, in the collective and advisory bodies for consumer protection.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The representative consumer associations shall submit a reasoned proposal to the Minister of Economy and Industry on designation of representatives of consumer organizations to participate on the collective and advisory bodies for consumer protection.

Article 172. (1) (Supplemented, SG No. 18/2011) The State may finance representative consumer associations according to the procedure established by Article 196 herein in proportion to the amount and public relevance of the work performed in the interest of consumers.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The resources referred to in Paragraph (1) shall be allocated by an order of the Minister of Economy and Industry at the discretion thereof depending on the activities and respecting the principles of objectivity, transparency and impartiality. Any such order shall be appealable

according to the procedure established by the Administrative Procedure Code. An appellate review shall not stay the enforcement of any such order, unless the court orders otherwise.

(3) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) In consultation with the Minister of Finance, the Minister of Economy and Industry shall issue an ordinance establishing the terms and procedure for the provision of financial resources to consumer associations.

Section III

National Consumer Protection Council

Article 173. (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) The National Consumer Protection Council shall be an advisory body with the Minister of Economy and Industry.

(2) The National Consumer Protection Council shall consist of a Chairperson, a Deputy Chairperson and twelve members.

(3) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) The Chairperson of the National Consumer Protection Council shall be the Minister of Economy and Industry, and the Deputy Chairperson shall be the Deputy Minister of Economy and Industry in charge of consumer protection policy.

(4) (Amended, SG No. 36/2008, amended and supplemented, SG No. 18/2011, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 58/2017, effective 18.07.2017, SG No. 20/2022, effective 28.05.2022) The National Consumer Protection Council shall include one representative each of the Ministry of Health, the Ministry of Agriculture, the Ministry of Economy and Industry, the Ministry of Transport and Communications, the Ministry of Finance, and of the Commission for Consumer Protection, designated by the relevant ministers, and six representatives of the representative consumer associations.

(5) (Amended, SG No. 18/2011, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) The representatives of the representative consumer associations shall be designated on the basis of a reasoned proposal prepared thereby and addressed to the Minister of Economy and Industry.

(6) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, supplemented, SG No. 20/2022, effective 28.05.2022) The name list of the members of the National Consumer Protection Council shall be determined by an order of the Minister of Economy and Industry.

(7) (New, SG No. 61/2014, effective 25.07.2014) Representatives of consumer associations under Article 168 (1) herein, of associations of traders and producers and representatives of other ministries, central-government departments and regulatory authorities concerned with consumer protection, who are not members of the National Consumer Protection Council, may also take part in the meetings of the said Council depending on the topics envisaged for discussion on the agenda of the meeting.

Article 174. (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall issue Rules of Operation of the National Consumer Protection Council.

(2) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Ministry of Economy and Industry shall ensure the administrative services for the operation of the National Consumer Protection Council.

Article 175. (1) The National Consumer Protection Council shall perform the following functions:

1. (amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) advise the Minister of Economy and Industry on the conduct of an effective consumer policy;

2. draw up programmes for conduct of consumer policy;

3. (amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) submit proposals, care of the Minister of Economy and Industry, to amend and supplement the legal regulation of consumer protection;
4. submit proposals to the relevant state bodies in connection with the efficient application of the legislation concerning consumer protection;
5. give opinions on draft statutory instruments related to consumer rights;
6. encourage the conclusion of agreements between consumer associations and business associations;
7. consider any other matters related to consumer protection.

(2) By decision of the National Consumer Protection Council, commissions and working groups may be formed therewith to address specific issues.

Article 176. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The National Consumer Protection Council shall be called to a meeting by the Minister of Economy and Industry at least once every four months and may act when at least two-thirds of the members thereof are present at the meeting. Decisions shall require a simple majority of the members of the Council. The National Consumer Protection Council may also be convened on the requisition of one half of the members thereof.

Article 177. The members of the National Consumer Protection Council shall not receive remuneration for their work in the Council.

Chapter Nine CONSUMER DISPUTES

Section I

Consumer Complaints and Alerts

Article 178. (1) (Amended, SG No. 18/2011) In case of violation of the rights provided thereto under this Act, consumers and consumer associations shall be entitled to submit complaints, alerts and suggestions to the control authorities performing consumer protection functions. Copies of any such complaints, alerts and suggestions may be dispatched to superior authorities as well.

(2) (Amended, SG No. 18/2011, SG No. 61/2014, effective 25.07.2014) The complaints, alerts and suggestions shall be submitted to the Commission for Consumer Protection in writing on paper or by electronic means.

(3) (New, SG No. 61/2014, effective 25.07.2014) The complaint must contain:

1. the designation of the authority to which the complaint is addressed;
2. the name, postal and/or electronic mail address of the complainant;
3. the entity against which the complaint is submitted, specifying the business name of the trader or of the business premises, as well as the registered office or address of the place of business thereof;
4. the complaints and requests of the complainant;
5. signature of the person submitting the complaint, where submitted on paper, or of the authorized representative of the said person; in case the complaint is submitted care of an authorized representative, a power of attorney shall be attached; in case the complaint is submitted by electronic means, signing the complaint by electronic signature shall not be required;
6. evidence at the disposal of the complainant: copy of cash register receipts, invoices, contracts and other such on which the claim thereof is based.

(4) (New, SG No. 18/2011, renumbered from Paragraph (3), amended, SG No. 61/2014, effective 25.07.2014) If the complaint does not conform to the requirements of Paragraph (3), the Commission for Protection of Competition shall notify the complainant within seven days after receipt of the complaint and shall not institute a procedure for consideration of the said complaint until the non-conformities are remedied.

(5) (New, SG No. 61/2014, effective 25.07.2014) The alerts and the suggestions of consumers must conform to the requirements of Items 1 to 5 of Paragraph (3).

(6) (Renumbered from Paragraph (3), amended, SG No. 18/2011, renumbered from Paragraph (4), SG No. 61/2014, effective 25.07.2014) Any complaint, alert or suggestion submitted to a non-

competent authority shall be forwarded to the competent authority not later than seven days after the date of the receipt, and the submitters thereof shall be notified. The complaint, alert or suggestion shall not be forwarded where there is information that the matter has been referred to the competent authority as well.

Article 179. (1) (Amended, SG No. 18/2011) The State bodies shall be obliged to register any consumer complaints, alerts and suggestions submitted thereto and to institute a procedure for consideration of the said complaints, alerts and suggestions. No procedure shall be instituted on anonymous alerts.

(2) (Amended, SG No. 18/2011) The authority whereto a complaint, alert or suggestion was addressed shall be obliged to guide the consumer and to explain the rights and obligations thereof.

(3) Any persons whereof the requests are unlawful or unjustified or cannot be satisfied for an objective reason shall be notified of the considerations for this.

Article 180. (1) (Amended, SG No. 18/2011, supplemented, SG No. 20/2022, effective 28.05.2022) Where a check on a complaint, alert or suggestion need not be conducted, the competent authority shall be obliged to examine the case and to make a decision within 14 days, and in the rest of the cases, within one month after the date of receipt of the complaint, alert or suggestion. In cases of factual or legal complexity, the time limit for conduct of a check may be extended by a further month.

(2) (Amended, SG No. 18/2011) The decision on the complaint, alert or suggestion shall be communicated in writing to the submitter and to the other interested parties and organizations, if any, within seven days after the date of rendition of the said decision.

(3) Decisions of great public importance may be communicated through the press or in some other appropriate manner, at the discretion of the rendering authority.

(4) (Amended, SG No. 18/2011) Where a complaint, alert or suggestion contains any request which has not been granted, the competent authority shall state its considerations and reasoning for not granting the said request in its reply to the submitter.

Article 181. (1) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions submitted on a second occasion in a matter on which a decision has been made shall not be considered unless they refer to the implementation of the decision or are based on new facts and circumstances.

(2) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions left without consideration shall be returned to the submitter and the grounds for this shall be communicated thereto.

(3) (Amended, SG No. 18/2011) Any complaints, alerts and suggestions on matters that have been addressed under Paragraph (2) but which contain new circumstances shall be addressed only in reference to the new circumstances.

Section II

(New, SG No. 57/2015)

Alternative Dispute Resolution for Consumer Disputes

Article 181a. (New, SG No. 57/2015) (1) The provisions of this Section shall govern the requirements to the procedures for out-of-court resolution of domestic and cross-border disputes concerning obligations stemming from sales contracts or service contracts between a trader established in the territory of the European Union and a consumer resident in the territory of the European Union, carried out by a consumer alternative dispute resolution entity and ending with the proposal or imposition of a solution or in bringing the parties to the dispute together with the aim of facilitating an amicable solution.

(2) A consumer alternative dispute resolution entity (ADR entity) shall be any entity, however named, which is established, carries out alternative dispute resolution activities for consumer disputes on a durable basis, and is listed in accordance with Article 181q herein. The ADR entity may comprise only one natural person or be a collegial body.

(3) An ADR entity shall be established if it is operated by:

1. a natural person, at the place where the said person carries out alternative dispute resolution activities for consumer disputes;
2. a legal person or association of natural or legal persons, at the place where the said person or association carries out alternative dispute resolution activities for consumer disputes or has its statutory seat;
3. a body of State power or other public institution, at the place where the said body has its seat.

Article 181b. (New, SG No. 57/2015) The provisions of this Section shall not apply to:

1. procedures before dispute resolution entities in which the natural persons in charge of or participating in the dispute resolution are employed or remunerated exclusively by an individual trader;
2. consumer complaint-handling procedures according to rules laid down by the trader;
3. non-economic services of general interest performed by the State or on behalf of the State;
4. disputes between traders;
5. direct negotiation between a consumer and a trader on resolving a dispute between them;
6. instituted judicial proceedings in the course of which a resolution by an amicable solution has commenced;
7. procedures initiated by a trader against a consumer;
8. health services provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices;
9. public higher schools or public providers of further education.

Article 181c. (New, SG No. 57/2015) (1) The ADR entity shall deal with domestic disputes arising between consumers and traders concerning obligations stemming from online and offline sales contracts or service contracts, including for the sale or provision of digital content for remuneration.

(2) The ADR entity shall furthermore deal with cross-border disputes arising between consumers and traders concerning obligations stemming from online sales or service contracts through the use of an online dispute resolution platform according to the requirements of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006//2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165/1 of 18 June 2013), hereinafter referred to as "Regulation (EU) No. 524/2013".

(3) Domestic dispute shall be any dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in the same Member State of the European Union as that in which the trader is established.

(4) Cross-border dispute shall be any dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in a Member State of the European Union other than the Member State in which the trader is established.

(5) A trader is established if the trader is:

1. a natural person, where he has his place of business;
2. a company, other legal person or association of natural or legal persons, where it has its statutory seat, central administration or place of business, including through a branch, agency or any other establishment.

Article 181d. (New, SG No. 57/2015) (1) The ADR entity shall ensure that the alternative dispute resolution procedure for consumer disputes (ADR procedure) thereof is accessible to consumers and they can submit to it any dispute against a trader established in the territory of the country where the dispute is covered by that procedure.

(2) The ADR entity shall deal with disputes between consumers and traders complying with the requirements to the ADR procedure and the principles of expertise, independence, impartiality, transparency, effectiveness, fairness, liberty and legality.

(3) The ADR entity must:

1. have rules of procedure which comply with the requirements of this Section;

2. maintain an up-to-date Internet site which provides the parties with easy access to information concerning the ADR procedure and which enables consumers to submit complaints and the requisite supporting documents online;
3. provide the parties, at their request, with the information referred to in Item 2 regarding the ADR procedure on a durable medium;
4. where applicable, enable the consumer to submit a complaint at the place where he is established, by post, fax or other means (offline);
5. enable the exchange of information between the parties via electronic means or, if applicable, by post;
6. deal with domestic and cross-border disputes covered by Article 2 (1) of Regulation (EU) No. 524/2013;
7. (amended, SG No. 17/2019) ensure that in processing personal data it complies with personal data protection requirements.

(4) The ADR entity shall draw up rules of procedure whereby it shall specify the ADR procedure, as well as the final decision concluding the said procedure by proposing a solution, imposing a solution or bringing the parties together with the aim of facilitating an amicable solution.

(5) The ADR entity may refuse to deal with a dispute of a consumer against a trader where some of the following grounds are provided for in the rules of procedure of the said entity:

1. the consumer did not attempt to resolve the dispute directly with the trader;
2. the dispute is frivolous or groundless;
3. the dispute is being or has previously been considered by another ADR entity, by the pre-trial proceeding authorities or by a court;
4. the value of the claim falls below or above a pre-specified monetary threshold;
5. the consumer has not submitted the complaint to the ADR entity within a pre-specified time limit, which shall not be set at less than one year from the date upon which the consumer submitted the complaint thereto to the trader;
6. dealing with the dispute would seriously impair the operation of the ADR entity owing to its factual and legal complexity.

(6) Where the ADR entity refuses to deal with a dispute on the basis of any of the grounds covered under Paragraph (5), as provided for in the rules of procedure thereof, the said entity must provide both parties with a reasoned explanation of the grounds for the refusal within three weeks of receiving the complaint file.

(7) The grounds for refusal covered under Paragraph (5), as provided for in the rules of procedure of the ADR entity, must not significantly impair the consumer's access to an ADR procedure, including in the case of cross-border disputes.

(8) Where the ADR entity has established in the rules of procedure thereof a pre-specified monetary threshold below and/or above which it does not consider consumers' complaints, the thresholds as established must not impair the access to an ADR procedure.

Article 181e. (New, SG No. 57/2015) (1) The natural persons involved in dealing with disputes in an ADR procedure must be independent and impartial and possess the necessary expertise.

(2) The natural persons referred to in Paragraph (1):

1. must possess the necessary knowledge and skills in the field of out-of-court or judicial resolution of consumer disputes, as well as a general understanding of law;
2. are appointed for a term of office of sufficient duration to ensure the independence of their actions, and are not liable to be relieved from their duties without just cause;
3. may not be subject to any instructions from the parties to the dispute or from the representatives thereof;
4. are remunerated in a way that is not linked to the outcome of the ADR procedure;
5. without undue delay, disclose to the ADR entity any circumstances that may, or may be seen to, affect their independence and impartiality or give rise to a conflict of interest with either party to the dispute they resolve.

- (3) The natural persons referred to in Paragraph (1) shall be obliged to disclose the information referred to in Item 5 of Paragraph (2) throughout the ADR procedure, except in the cases where the ADR entity comprises only one natural person.
- (4) To ensure the independence and impartiality of the natural persons whereto any circumstance referred to in Item 5 of Paragraph (2) applies, the ADR entity shall be obliged to include one or several of the following requirements in the rules of procedure thereof:
1. the natural person is replaced by another natural person who will conduct the ADR procedure;
 2. the natural person refrains from conducting the ADR procedure and, where possible, proposes to the parties to submit the dispute to another ADR entity;
 3. the natural person continues the involvement in the ADR procedure if the parties to the dispute have not objected after they have been informed of the circumstances and their right to object.
- (5) Where the ADR entity comprises only one natural person, only Items 2 and 3 of Paragraph (4) shall apply.
- (6) Where the ADR entity is a collegial body, the interests of consumers and of traders must be represented by an equal number of natural persons.
- (7) The natural persons who form part of a collegial ADR entity shall be remunerated by the party that has employed them and whose interests they represent.
- (8) Where the natural persons are employed or remunerated exclusively by a professional organization or business association of which the trader is a member, the organization or business association concerned must have a separate budget intended for the involvement of the natural persons in the work of the ADR entities and sufficient to fulfil their tasks.
- (9) The provision of Paragraph (8) shall not apply in the cases where the natural persons form part of a collegial ADR entity composed of an equal number of representatives of a professional organization or business association whereby they are employed or remunerated and of representatives of consumer associations.

Article 181f. (New, SG No. 57/2015) The ADR entity shall be bound to respect the principle of transparency by publishing on the Internet site thereof, providing on a durable medium upon request, or making publicly available by other appropriate means, clear and easily understandable information on:

1. its contact details, including postal address and email address;
2. (amended, SG No. 20/2022, effective 28.05.2022) its recognition as an ADR entity by the Minister of Economy and Industry and the fact that it is listed in accordance with Article 181q herein;
3. the natural persons in charge of or involved in the ADR procedure, the method and length of their appointment;
4. its membership in networks of ADR entities facilitating cross-border dispute resolution, where applicable;
5. the disputes it is competent to deal with, including the monetary thresholds if provided for in the rules of procedure;
6. the rules of procedure, the final decision concluding the ADR procedure, and the grounds on which it may refuse to deal with a dispute according to Article 181d (5) herein;
7. the languages in which complaints can be submitted to the ADR entity and in which the procedure is conducted;
8. the sources of law that the ADR entity may use for the dispute resolution (such as legal standards, codes of conduct, principles of equity, impartiality);
9. the requirements, if any, which the parties may have to meet before the dispute is dealt with, including the requirement that an attempt be made by the consumer to resolve the matter directly with the trader;
10. whether or not the parties can withdraw from the ADR procedure;
11. the costs, if any, to be borne by the parties, including any rules on awarding costs at the end of the ADR procedure;
12. the average length of the ADR procedure;

13. the legal consequences of the outcome of the ADR procedure and, where applicable, the sanctions for non-performance of a decision which is binding on the parties to the dispute;
14. the enforceability of the decision reached within the framework of the ADR procedure, if relevant.

Article 181g. (New, SG No. 57/2015) (1) The ADR entity shall prepare an annual report on the alternative dispute resolution activities thereof for consumer disputes, which shall be published on the Internet site thereof, shall be provided on a durable medium upon request, or shall be made publicly available by other appropriate means.

(2) The annual activity report referred to in Paragraph (1) shall include the following information with regard to domestic and cross-border disputes:

1. the number of complaints received and the subject matter of the disputes to which they are related;
2. any systematic or significant problems that occur frequently and lead to disputes between consumers and traders; such information may include recommendations as to how such problems can be avoided or resolved, in order to raise traders' professional standards and to facilitate the exchange of information and best practices;
3. the rate of disputes the ADR entity has refused to deal in percentage terms with and the percentage share of the types of grounds for such refusal as referred to in Article 181d (5) herein;
4. the percentage share of ADR procedures which were discontinued and, if known, the reasons for their discontinuation;
5. the average length of the ADR procedure;
6. the rate of compliance, if known, with the decisions under the ADR procedure;
7. cooperation of the ADR entity within networks of ADR entities facilitating cross-border dispute resolution, where applicable.

Article 181h. (New, SG No. 57/2015) The rules of procedure of the ADR entity must be effective and fulfil the following requirements:

1. the ADR procedure must be easily accessible, including online, to both parties to the dispute irrespective of where they are;
2. the parties must have access to the ADR procedure without being obliged to retain a lawyer or another legal advisor; the procedure must not deprive the parties of their right to seek independent advice or to be represented or assisted by a third party at any stage of the procedure;
3. the ADR procedure must be free of charge or available at a nominal fee for consumers;
4. where an ADR entity has received a consumer complaint, the said entity must notify the parties to the dispute as soon as it has received all the documents relating to the complaint;
5. the outcome of the ADR procedure must be made available not later than 90 calendar days from the date on which the ADR entity has received all the documents relating to the complaint; in the case of factually and legally complex disputes, the ADR entity may, at its own discretion, extend that time period, informing the parties of any such extension and setting the length of time that will be needed for the resolution of the dispute.

Article 181i. (New, SG No. 57/2015) (1) The rules of procedure of the ADR entity must be fair and ensure that the parties to the dispute:

1. have the possibility, within a reasonable period of time, of expressing their point of view, of being provided by the ADR entity with all the arguments, evidence, documents and facts put forward by the other party, any statements made and opinions given by experts, and of being able to comment on them;
2. are informed that they are not obliged to retain a lawyer or another legal advisor, may seek independent advice or be represented or assisted by a third party at any stage of the procedure;
3. are notified of the outcome of the ADR procedure in writing or on a durable medium, and are given a statement of the grounds on which the outcome is based;

4. have the possibility of withdrawing from the procedure at any stage if they are dissatisfied with the performance or the operation of the procedure, as well as are informed of that right before the procedure commences; where mandatory participation by the trader in the procedure is provided for, the requirements under sentence one shall apply only to the consumer;

5. before agreeing or following a proposed solution, are informed that:

(a) they have the choice as to whether or not to agree to or follow the solution;

(b) participation in the procedure does not preclude the possibility of redress through court proceedings;

(c) the solution may be different from an outcome determined by a court;

6. before agreeing to or following a proposed solution, are informed of the legal effect thereof;

7. before agreeing to a proposed solution or amicable agreement, they are allowed a reasonable period of time to reflect.

(2) The requirements of Items 4 to 7 of Paragraph (1) shall apply only to an ADR procedure whereupon the dispute is resolved by proposing a solution.

(3) The requirements of Items 4 to 7 of Paragraph (1) shall apply only to the consumer where, according to the rules of procedure of the ADR entity, the outcome becomes binding on the trader once the consumer has accepted the proposed solution.

Article 181j. (New, SG No. 57/2015) (1) The ADR entity must respect the principle of liberty and not deprive the consumer of the possibility of redress through court proceedings.

(2) In procedures in which the ADR entity resolves a dispute between a consumer and a trader by imposing a solution, the solution imposed shall be binding if the parties were informed of its binding nature in advance and specifically accepted this. Specific acceptance by the trader is not required if the rules of procedure of the ADR entity provide that solutions are binding on traders.

(3) Where a consumer and a trader conclude an agreement on dispute resolution by an ADR entity before a dispute between them has materialized, and the said agreement deprives the consumer of the possibility of redress through court proceedings, any such agreement shall not be binding on the consumer.

Article 181k. (New, SG No. 57/2015) The ADR entity which resolves a dispute between a consumer and a trader by imposing a solution shall respect the principle of legality and, to this end, in a situation:

1. where there is no conflict of laws, the solution imposed must not deprive the consumer of the possibility of redress through court proceedings if the consumer was not informed of its binding nature in advance and did not specifically accept this by virtue of the law of the Member State of the European Union in which the consumer and the trader are habitually resident;

2. involving a conflict of laws, where the applicable law is determined in accordance with Article 6 (1) and (2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177/6 of 4 July 2008), the solution must not deprive the consumer of the protection afforded to him by the provisions of the law of the Member State of the European Union in which he is habitually resident that cannot be derogated from by agreement;

3. involving a conflict of laws, where the applicable law is determined in accordance with Article 5 (1) and (3) of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980, done at Rome on 19 June 1980 (ratified by a law, SG No. 24 of 2007), the solution must not deprive the consumer of the protection afforded to him by the provisions of the law of the Member State of the European Union in which he is habitually resident that cannot be derogated from by agreement.

Article 181l. (New, SG No. 57/2015) Where the parties have recourse to an ADR procedure which does not provide for the imposition of a solution, the limitation or prescription periods for redress through judicial proceedings shall cease to run until the procedure is concluded.

Article 181m. (New, SG No. 57/2015) (1) Traders shall provide consumers with information about the ADR entities by which those traders are covered and about the ADR entities

which those traders are committed to or obliged to use. That information shall include the website address of the relevant ADR entities.

(2) The information referred to in Paragraph (1) shall be provided in a clear, comprehensible and easily accessible way on the traders' Internet site, where one exists, and, if applicable, in the general terms and conditions of the sales contract or in the service contract offered by the trader.

(3) In case where a dispute has been submitted directly by the consumer to the trader but was not settled between them, the trader shall be bound to provide the consumer with the information referred to in Paragraph (1) on paper or another durable medium, specifying whether he will make use of the relevant ADR entities.

(4) Traders engaging in online sales or service contracts, as well as online marketplaces established within the European Union, shall provide on their Internet sites an electronic link to the online dispute resolution platform (ODR platform), which shall be easily accessible for consumers.

(5) Traders engaging in online sales or service contracts shall state their e-mail addresses for contact with them.

(6) Traders engaging in online sales or service contracts, which are committed to or obliged to use one or more ADR entities to resolve disputes with consumers, shall inform consumers about the existence of the ODR platform and the possibility of using the ODR platform for resolving their disputes. They shall provide an electronic link to the ODR platform on their Internet site and, if the offer for the conclusion of a sales or service contract is made by electronic mail, they shall indicate that link in the message itself. Where applicable, the information shall also be provided in the general terms and conditions of the online sales or service contracts.

(7) Where a trader designates an ADR entity in a Member State of the European Union other than the place in which the trader is established, the dispute shall be resolved in accordance with the rules of procedure of that entity. The trader shall be bound to provide the consumer with information on that entity in accordance with Paragraphs (1) and (3).

Article 181n. (New, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall be a competent authority for the recognition of ADR entities fulfilling the requirements of this Section and their listing in accordance with Article 181q herein.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall exercise control as to compliance with the requirements of Regulation (EU) No. 524/2013.

(3) The Commission for Consumer Protection shall carry out alternative dispute resolution activities for consumer disputes through conciliation committees and shall provide assistance and provide information on the manner in which consumers may approach the conciliation committees or other ADR entities.

(4) The European Consumer Centre with the Commission for Consumer Protection shall be a contact point according to Article 7 of Regulation (EU) No. 524/2013 and shall assist consumers to have access to an ADR entity in another Member State of the European Union which is competent to deal with the cross-border dispute concerning obligations stemming from sales contracts or service contracts.

(5) The European Consumer Centre with the Commission for Consumer Protection shall provide assistance and provide consumers with information according to the requirements of Article 7 (2) of Regulation (EU) No. 524/2013.

(6) (Amended, SG No. 20/2022, effective 28.05.2022) Every two years, the European Consumer Centre with the Commission for Consumer Protection shall submit a report to the Minister of Economy and Industry and to the European Commission under Article 7 (2) (b) of Regulation (EU) No. 524/2013.

Article 181o. (New, SG No. 57/2015, amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall approve by an order a list of the entities recognized as ADR entities within the territory of the Republic of Bulgaria.

Article 181p. (New, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) Any entity, which complies with the requirements of this Section and wishes to be

recognized as an ADR entities and to be included in the list referred to in Article 181q herein, shall submit an application in writing to the Minister of Economy and Industry, containing the following information:

1. designation of the entity, contact details and Internet site address thereof;
2. legal form of business organization (certificate of registration, current status or other documents), manner of financing, including information on the natural persons in charge of or participating in an ADR procedure: curriculum vitae and diploma in education, the remuneration thereof, the period for which they are appointed, and who has employed them;
3. rules of procedure of the ADR entity;
4. amount of the fees for the parties to the dispute, if applicable;
5. the average length of the ADR procedure;
6. languages in which consumers can submit complaints and in which the ADR procedure is conducted;
7. subject matter of the disputes covered by the ADR procedure;
8. the grounds on which the entity may refuse to deal with a dispute, according to Article 181d (5) herein;
9. whether the entity complies fulfils the conditions and complies with the requirements for an ADR entity under this Section.

(2) A declaration on the information referred to in Item 7 of Paragraph (1), a reasoned declaration on the information referred to in Item 9 of Paragraph (1), as well as other documents containing the information covered under Paragraph (1), signed by the persons representing the entity, shall be attached to the application referred to in Paragraph (1).

Article 181q. (New, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) Within two months from the date of submission of the application and the documents referred to in Article 181r herein, the Minister of Economy and Industry shall assess whether the authority that submitted the application fulfils the conditions and complies with the requirements of this Section and shall notify the said entity of the decision thereof.

(2) In carrying out an assessment under Paragraph (1), regard shall also be had to compliance with the requirements of Article 181d (7) and (8) herein.

(3) (Amended, SG No. 20/2022, effective 28.05.2022) Where non-conformities are ascertained in the information provided and/or in the documents referred to in Article 181r herein, the Minister of Economy and Industry shall give directions and shall set a time limit for remedying the said non-conformities.

(4) If the non-conformities are not remedied within the time limit referred to in Paragraph (3), the application shall be left without consideration.

Article 181r. (New, SG No. 57/2015) (1) The list referred to in Article 181q herein shall contain the following information:

1. designation, contact details and Internet site address of the relevant ADR entities;
2. amount of the fees for the parties to the dispute, charged by the relevant ADR entities, if applicable;
3. languages in which consumers can submit complaints and in which the ADR procedure is conducted by the relevant ADR entities;
4. subject matter of the disputes covered by the ADR procedure conducted by the relevant ADR entities;
5. disputes covered by the relevant ADR entities, including the business sectors and the activities thereof;
6. whether the physical presence of the parties or of representatives thereof is needed, where applicable, as well as whether the ADR procedure is or can be conducted as an oral or a written procedure;
7. binding or non-binding nature of the outcome of the ADR procedure conducted by the relevant entity;

8. grounds on which the relevant ADR entities may refuse to deal with a dispute, according to Article 181d (5) herein.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall provide the list of recognized ADR entities, as well as the information covered under Paragraph (1), to the European Commission.

(3) (Amended, SG No. 20/2022, effective 28.05.2022) Upon any change in the information referred to in Item 1 to 8 of Article 181r (1) herein, the ADR entity shall immediately notify the Minister of Economy and Industry of the intervening changes.

(4) (Amended, SG No. 20/2022, effective 28.05.2022) In the cases under Paragraph (3), the Minister of Economy and Industry shall update the list of recognized ADR entities and shall provide the said list to the European Commission together with up-to-date information under Paragraph (1).

(5) (Amended, SG No. 20/2022, effective 28.05.2022) Where the Minister of Economy and Industry ascertains that an ADR entity included in the list referred to in Article 181q herein ceases to comply with the requirements of this Section or with the requirements of Regulation (EU) No. 524/2013, the said Minister shall notify the said entity of the non-conformities as ascertained and shall give directions for the remedying of the said non-conformities within a specified time limit.

(6) (Amended, SG No. 20/2022, effective 28.05.2022) Where an ADR entity included in the list referred to in Article 181q herein fails to comply with the directions referred to in Paragraph (5) within the time limit set, the Minister of Economy and Industry shall remove the said entity from the list of recognized ADR entities within three months and shall provide the updated list to the European Commission.

(7) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry may at any time require from an ADR entity to provide up-to-date information under Article 181r herein.

Article 181s. (New, SG No. 57/2015, amended, SG No. 20/2022, effective 28.05.2022) Every two years, reckoned from the date of recognition and inclusion in the list referred to in Article 181q herein, the ADR entity shall be bound to prepare and provide to the Minister of Economy and Industry an activity report, which shall include the following information:

1. the number of complaints received and the subject matter of the disputes to which they are related;
2. the percentage share of ADR procedures which were discontinued and the reasons for their discontinuation;
3. the average length of the ADR procedures for dealing with disputes;
4. the percentage rate of compliance with the outcomes of an ADR procedure, if known;
5. any systematic or significant problems that occur frequently and lead to disputes between consumers and traders; such information may include recommendations as to how such problems can be avoided or resolved;
6. an assessment of the effectiveness of cooperation within networks of ADR entities facilitating cross-border dispute resolution, where applicable;
7. an assessment of the effectiveness of the ADR procedure and possible ways of improving its performance;
8. training of the natural persons in charge of or participating in an ADR procedure, under a scheme referred to in Article 181v (8) herein, where applicable.

Article 181t. (New, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall prepare and provide to the European Commission a report on the development and functioning of ADR entities, which shall:

1. identify the best practices of ADR entities;
2. point out the shortcomings, supported by statistics where appropriate, that hinder the functioning of ADR entities for domestic and cross-border disputes;
3. make recommendations on how to improve the functioning and effectiveness of ADR entities, where appropriate.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall publish on the Internet site of the Ministry:

1. the report referred to in Paragraph (1);
2. the list referred to in Article 181q herein;
3. an electronic link to the website of the European Commission, where a list of recognized ADR entities of the Member States of the European Union is published;
4. an electronic link to the ODR platform.

(3) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall make the list referred to in Item 3 of Paragraph (2) publicly available on a durable medium as well.

(4) The ADR entities and the European Consumer Centre with the Commission for Consumer Protection shall publish on the Internet site thereof an electronic link to the Internet site of the European Commission where the list of recognized ADR entities of the Member States of the European Union is published, and shall provide an electronic link to the ODR platform. Whenever possible, they shall make the list of recognized entities publicly available on a durable medium as well.

(5) The Commission for Consumer Protection shall encourage the consumer associations and business associations to publish on the Internet sites thereof an electronic link to the Internet site of the European Commission where the list of recognized ADR entities of the Member States of the European Union is published, to make the said list publicly available, and to provide an electronic link to the ODR platform.

(6) The Commission for Consumer Protection shall encourage the consumer associations and business associations to raise awareness of ADR entities and the rules of procedure thereof and promote ADR take-up by consumers and traders.

(7) The Commission for Consumer Protection shall encourage ADR entities to train the natural persons in charge or of participating in an ADR procedure, as well as to upgrade their expertise and qualification.

(8) The Commission for Consumer Protection shall monitor the quality and shall provide advice on the training schemes of ADR entities which train the natural persons in charge of or participating in an ADR procedure.

Article 181u. (New, SG No. 57/2015) (1) The ADR entity shall exchange experience and shall cooperate with other ADR entities, including with ADR entities of other Member States of the European Union, in resolving cross-border disputes. The ADR entity shall conduct regular exchanges of best practices as regards dealing with cross-border and national consumer disputes.

(2) The Commission for Consumer Protection shall encourage ADR entities to become part of a network of alternative cross-border consumer dispute resolution entities in specific business sectors, where any such networking has taken place within the European Union.

Article 181v. (New, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall encourage cooperation between ADR entities, the Commission for Consumer Protection and the rest of the State bodies responsible for the enforcement of consumer protection laws.

(2) Cooperation under Paragraph (1) shall include:

1. reciprocal exchange of information on best practices in certain business sectors for which consumers have repeatedly submitted complaints;
2. provision by the Commission for Consumer Protection and the rest of the State bodies responsible for the enforcement of consumer protection laws of technical expertise and information needed by ADR entities, where such expertise and information are at their disposal.

(3) (Amended, SG No. 17/2019) In implementing cooperation and exchange of information under Paragraph (2), the Commission for Consumer Protection and the rest of the State bodies responsible for the enforcement of consumer protection laws shall comply with personal data protection requirements.

(4) The Commission for Consumer Protection, the rest of the State bodies responsible for the enforcement of consumer protection laws and ADR entities shall comply with the requirements to

safeguard official, production or trade secrecy, as well as not to disclose any other information that has come to their knowledge in the course of, or in connection with, the execution of the duties thereof.

Section III

Conciliation Committees for Consumer Dispute Resolution (Renumbered from Section II, heading amended, SG No. 57/2015)

Article 182. (Amended and supplemented, SG No. 18/2011, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 57/2015) (1) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall establish general and sector-specific conciliation committees with the Commission for Consumer Protection, which shall be consumer alternative dispute resolution entities and shall comply with the requirements of Section II.

(2) (Amended, SG No. 23/2021, effective 1.01.2022) General conciliation committees shall assist to the resolution of domestic and cross-border disputes related to contracts for the supply of digital content or digital services, contracts for the sale of goods, including goods with digital elements, service contracts, including such in connection with guarantee liability, the right to complain of goods or services, unfair terms in contracts, unfair commercial practices, provision of material information, tourist services and contracts concluded with consumers.

(3) General conciliation commissions shall furthermore deal with disputes between consumers and traders in business sectors in which there is no ADR entity.

(4) Sector-specific conciliation committees shall deal with domestic and cross-border disputes between consumers and traders in the following business sectors: energy, water-supply and sewerage services, electronic communications and postal services, transport and financial services.

(5) (Amended and supplemented, SG No. 59/2016, amended, SG No. 20/2018, effective 6.03.2018) Any disputes between payment service providers and payment service users, as well as between electronic money issuers and clients thereof, in connection with the application of the Payment Services and Payment Systems Act, of the instruments of secondary legislation on the application thereof, of Regulation (EC) No. 924/2009 of the European Parliament and of the Council of 16 September 2009 on cross-border payments in the Community and repealing Regulation (EC) No. 2560/2001 (OJ, L 266/11 of 9 October 2009), and of Regulation (EU) No. 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in Euro and amending Regulation (EC) No. 924/2009 (OJ, L 94/22 of 30 March 2012), as well as of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions (OJ, L 123/1 of 19 May 2015) shall be dealt with by the Conciliation Committee on Payment Disputes according to Section II of Chapter Ten of the Payment Services and Payment Systems Act.

(6) Each sector-specific conciliation committee in the sectors of energy, water-supply and sewerage services, electronic communications and postal services, transport and financial services shall form different panels depending on the scope of activity of the relevant regulatory or supervisory authority.

(7) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall designate by an order the seat and geographical area of competence of the general and sector-specific conciliation committees which shall assist consumers and traders to reach a settlement. The said order shall be published on the Internet sites of the Ministry of Economy and Industry and of the Commission for Consumer Protection.

(8) The Chairperson of the Commission for Consumer Protection shall approve by an order a list of the chairpersons, deputy chairpersons and the rest of the members of the general and sector-specific conciliation committees which shall assist consumers and traders to reach a settlement. The said order and list shall be published on the Internet site of the Commission for Consumer Protection.

Article 183. (Supplemented, SG No. 18/2011, amended and supplemented, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, amended, SG No. 57/2015) (1) General

conciliation committees shall have a three-member complement: a chairperson, one representative of a consumer association and one representative of a business association, branch organizations or a chamber of traders in the sector concerned.

(2) Depending on the subject matter of the dispute, the Chairperson of the Commission for Consumer Protection shall designate the chairpersons of the general conciliation committees, who must be jurists or other employees of the Commission for Consumer Protection with legal education.

(3) The rest of the members of general conciliation committees must be appropriately qualified depending on the subject matter of the dispute, must not have been convicted of publicly prosecutable criminal offences, and must not have been disqualified from practising an occupation or activity in the sphere of the disputes dealt with.

(4) General conciliation commissions shall be formed by the chairpersons thereof, who shall select from the list referred to in Article 182 (8) herein one representative of the consumer associations and one representative of the business associations, of branch organizations or of a chamber of traders in the sector concerned depending on the subject of the dispute.

(5) If a general conciliation committee cannot be formed for lack of a representative of a business association, of branch organizations or of a chamber of traders or of a consumer association, the Chairperson of the Commission for Consumer Protection shall designate, by an order, another general conciliation committee to deal with disputes in the area in which a general conciliation committee cannot be established.

Article 183a. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 57/2015)

(1) Sector-specific conciliation committees shall have a three-member complement: a chairperson designated by the competent regulatory or supervisory authority, one representative of the Commission for Consumer Protection and one representative of a business association, of branch organizations or of a chamber of traders in the sector concerned, according to the subject matter of the dispute.

(2) The competent regulatory and supervisory authorities shall designate the chairpersons of the sector-specific conciliation committees for each sector within the scope of the activities regulated thereby.

(3) Eligibility for membership of sector-specific conciliation committees shall be limited to persons who:

1. hold a university degree in law, economics, engineering or another university degree and have at least three years' professional experience in the sector concerned;
2. have not been convicted of publicly prosecutable criminal offences;
3. are not disqualified from practising the occupation or activity thereof in the respective professional sphere in which they will deal with disputes.

(4) Sector-specific conciliation commissions shall be formed by the chairpersons thereof, who shall select from the list referred to in Article 182 (8) herein one representative of the Commission for Consumer Protection and one representative of the business associations, of branch organizations or of a chamber of traders in the sector concerned depending on the subject of the dispute.

(5) If sector-specific conciliation committees cannot be formed for lack of, or refusal to participate by, a business association, branch organizations or a chamber of traders in the sector concerned, the conciliation procedure shall be conducted by a complement consisting of the chairpersons of the sector-specific conciliation committees and two representatives of the Commission for Consumer Protection.

Article 183b. (New, SG No. 57/2015) (1) General and sector-specific conciliation committees shall furthermore include deputy chairpersons, who shall execute the powers of the chairpersons in the absence thereof, upon their removal owing to a conflict of interest or incompatibility or in the cases where they have been assigned to institute conciliation procedures on applications received.

(2) The deputy chairpersons must conform to the requirements of Article 183 (2) herein for the general conciliation committees or to the requirements of Article 183a (3) herein for the sector-specific conciliation committees.

(3) The number of deputy chairpersons shall be determined by the Chairperson of the Commission for Consumer Protection for the general conciliation committees and by the competent supervisory or regulatory authorities for the sector-specific conciliation committees depending on the subject matter of the dispute.

Article 183c. (New, SG No. 57/2015) (1) The Chairperson of the Commission for Consumer Protection shall include in the list referred to in Article 182 (8) herein at least three representatives of:

1. the Commission for Consumer Protection (for the sector-specific conciliation committees);
2. the consumer associations;
3. the business associations, the branch organizations or the chamber of traders of the sector concerned.

(2) The costs of remunerations of the members proposed for participation in general and in sector-specific conciliation committees under this Section shall be borne by the Commission for Consumer Protection, the competent regulatory or supervisory authorities, the consumer associations and the business associations, the branch organizations or the chamber of traders which designated them.

Article 183d. (New, SG No. 57/2015) (1) General and sector-specific conciliation committees shall conform to the requirements for the procedures for alternative resolution of domestic and cross-border disputes and shall respect the principles of voluntary participation, expertise, independence, impartiality, transparency, effectiveness, fairness, liberty and legality, enshrined in Section II of Chapter Nine of this Act.

(2) General and sector-specific conciliation committees shall provide information on the activity thereof to consumers and traders, shall encourage them to resolve the disputes thereof out of court, shall cooperate and exchange experience with other ADR entities at the national level, as well as with ADR entities of the Member States of the European Union, in resolving cross-border disputes.

(3) General and sector-specific conciliation committees shall provide information to the consumer about the competent alternative dispute resolution entity, when they receive an application of a consumer against a trader and the subject matter of the dispute does not fall within their competence.

(4) (Amended, SG No. 17/2019) General and sector-specific conciliation committees shall comply with personal data protection requirements.

Article 183e. (New, SG No. 57/2015) (1) In case of a dispute, the consumer must submit the said dispute directly to the trader and the parties must attempt to resolve the said dispute by an amicable solution.

(2) Where the parties referred to in Paragraph (1) have failed to resolve the dispute by an amicable solution, the consumer may approach the general or sector-specific conciliation committees depending on the subject matter of the dispute by submitting an application in writing to the Commission for Consumer Protection, which shall administrate the activity of general and sector-specific conciliation committees.

(3) The application and the accompanying documents may alternatively be submitted by electronic mail or online via the Internet site of the Commission for Consumer Protection.

(4) The conciliation procedure shall not require the presence of the parties to the dispute, and documents may be exchanged both online and on site at the record-keeping department of the Commission for Consumer Protection and the territorial units thereof, by post or by fax (offline).

Article 183f. (New, SG No. 57/2015) The participation of the trader or of an authorised representative thereof in the ADR procedure shall be voluntary and shall take place by providing assistance and providing the conciliation committee with the information, documents, opinions and expert findings necessary to reach a settlement with the consumer.

Article 183g. (New, SG No. 57/2015) (1) General and sector-specific conciliation committees shall assist the resolution of disputes between consumers and traders by drawing up a

conciliation proposal for the parties which, once approved thereby, shall have the force of a settlement between them.

(2) Where the parties to the dispute have reached a settlement but any of them fails to fulfil the obligations thereof under the said settlement, the other party may approach the court for dealing with the dispute that is the subject matter of the settlement.

(3) The parties may make enforceable the settlement reached in the conciliation procedure by submitting the said settlement for approval to the competent court.

(4) General and sector-specific conciliation committees shall not revisit disputes between consumers and traders on which a conciliation proposal has been drawn up, regardless of whether the parties have accepted the said proposal or not.

Article 183h. (New, SG No. 57/2015) The supervisory and regulatory authorities shall provide assistance to and cooperate with the general and sector-specific conciliation committees in the fulfilment of the obligations thereof in the course of the conciliation procedure.

Article 183i. (New, SG No. 57/2015, amended, SG No. 20/2022, effective 28.05.2022) The Chairperson of the Commission for Consumer Protection shall prepare an annual activity report of the general and sector-specific conciliation committees on the basis of information received from the chairpersons of the general and sector-specific conciliation committees concerned and shall make the same report available to the Minister of Economy and Industry. The annual report shall be published on the Internet sites of the Ministry of Economy and Industry and of the Commission for Consumer Protection.

Article 184. (Amended, SG No. 18/2011, SG No. 57/2015) (1) The Chairperson of the Commission for Consumer Protection shall issue an order designating mediators, who shall be employees of the Commission and shall assist the settlement of disputes between consumers and traders.

(2) Assistance shall be provided at the request of a consumer by the submission of an application to the Commission for Consumer Protection, and the procedure before a mediator shall take place in a settlement selected from among the settlements in which the Commission for Consumer Protection has territorial units.

Article 184a. (New, SG No. 57/2015) (1) A procedure before a mediator or a conciliation committee shall not be a mandatory prerequisite for bringing an action in the court.

(2) The limitation or prescription period shall cease to run when a procedure has been instituted before the general and sector-specific conciliation committees or a mediator.

Article 185. (Amended and supplemented, SG No. 61/2014, effective 25.07.2014, amended, SG No. 14/2015, SG No. 57/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall issue Rules of Operation of the General and Sector-Specific Conciliation Committees and Rules of Operation of Mediators in accordance with the requirements of Section II herein.

Section IV

(Renumbered from Section III, SG No. 57/2015)

Collective Remedies. Actions for Injunction and for Compensation of Consumers

Article 186. (1) (Supplemented, SG No. 53/2006, effective 1.01.2007, SG No. 59/2007) Consumer protection associations included in the list referred to in Item 7 of Article 164 (1) herein may bring an action for cessation or for prohibition of any actions or commercial practices which infringe on the collective interests of consumers. Any such action shall be examined according to the procedure established by Chapter Thirty-Three Proceedings in Class Actions' of the Code of Civil Procedure.

(2) "Infringement on the collective interests of consumers" shall be any action which harms the collective interests of consumers and is contrary to the provisions of:

1. (Amended, SG No. 64/2007, SG No. 102/2008, SG No. 18/2011, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 57/2015, amended, SG No. 23/2021, effective 1.01.2022)

Section I "Off-Premises Contracts and Distance Contracts" and Section III "Unfair Commercial Practices" of Chapter Four herein, Section II "Delivery of goods" and Section III "Conformity of the services" of Chapter Five herein, Chapter Six "Unfair Terms in Consumer Contracts", and Chapter Seven "Timeshare Contracts". Long-Term Holiday Product Contracts. Resale and Exchange Contracts"; Section II "Alternative Dispute Resolution for Consumer Disputes" and Section III "Conciliation Committees for Consumer Dispute Resolution" of this Chapter;

2. (Amended, SG No. 30/2013, effective 26.03.2013, SG No. 37/2018, effective 1.07.2018) Section II "Contracts for Pre-arranged Group and Related Tourism Services" of Chapter Seven of the Tourism Act;
3. (Amended, SG No. 18/2011) Chapter Four "Commercial Communications" of the Radio and Television Act;
4. (Amended, SG No. 53/2006, SG No. 31/2007, SG No. 18/2011) Chapter Eleven "Advertising for Medicinal Products" of the Medicinal Products in Human Medicine Act;
5. (New, SG No. 51/2006) the Electronic Commerce Act;
6. (New, SG No. 53/2006) the Consumer Credit Act;
7. (New, SG No. 105/2006) the Distance Marketing of Financial Services Act;
8. (New, SG No. 18/2011) the Service Activities Act;
9. (New, SG No. 23/2021, effective 1.01.2022) the Act on the Supply of Digital Content and Digital Services and the Sale of Goods;
10. (Renumbered from Item 5, SG No. 51/2006, renumbered from Item 6 and supplemented, SG No. 53/2006, effective 1.01.2007, renumbered from Item 7, SG No. 105/2006, renumbered from Item 8, SG No. 18/2011, renumbered from Item 9, SG No. 23/2021, effective 1.01.2022) other laws relevant to consumer protection, or
11. (New, SG No. 53/2006, renumbered from Item 8, SG No. 105/2006, effective 1.01.2007, renumbered from Item 9, SG No. 18/2011, renumbered from Item 10, SG No. 23/2021, effective 1.01.2022) the national legislation of a Member State of the European Union which transposes the following Directives:
 - (a) (Amended, SG No. 64/2007, repealed, SG No. 102/2008);
 - (b) (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) Directive 2011/83/EU;
 - (c) (Amended, SG No. 64/2007, SG No. 18/2010, effective, 12.05.2010) 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 (OJ, L 133/66 of 22 May 2008);
 - (d) (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014, SG No. 37/2018, effective 1.07.2018) Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No. 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC of the Council (OB, L 326/1 of 11 December 2015), hereinafter referred to as Regulation (EC) No. 2015/2302";
 - (e) (Amended, SG No. 64/2007) Council Directive 90/314/EEC on package travel, package holidays and package tours;
 - (f) (Amended, SG No. 64/2007, repealed, SG No. 102/2008);
 - (g) (Amended, SG No. 64/2007) Council Directive 93/13/EEC on unfair terms in consumer contracts;
 - (h) (Amended, SG No. 64/2007, SG No. 18/2011) 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 (OJ, L 33/10 of 3 February 2009);
 - (i) (Amended, SG No. 64/2007, repealed, SG No. 61/2014, effective 25.07.2014);
 - (j) (Amended, SG No. 64/2007, SG No. 23/2021, effective 1.01.2022) Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136/28 of 22 May 2019);

- (k) (Amended, SG No. 64/2007) Directive 2000/31/EC of the European Parliament and of the Council on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce);
- (l) (Amended, SG No. 64/2007) Directive 2002/65/EC of the European Parliament and of the Council concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC;
- (m) (New, SG No. 64/2007) 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, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council;
- (n) (New, SG No. 15/2010) Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market;
- (o) (New, SG No. 57/2015) Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (OJ, L 165/63 of 18 June 2013);
- (p) (New, SG No. 23/2021, effective 1.01.2022) Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136/1 of 22 May 2019);
12. (New, SG No. 57/2015, renumbered from Item 11, SG No. 23/2021, effective 1.01.2022) Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR);
13. (New, SG No. 45/2019, effective 7.06.2019, renumbered from Item 12, SG No. 23/2021, effective 1.01.2022) Regulation (EU) No. 2018/302.
- (3) (Amended, SG No. 53/2006, SG No. 64/2007, SG No. 102/2008) The Commission for Consumer Protection may also bring actions for cessation or for prohibition of actions or commercial practices infringing on the collective interests of consumers.

Article 186a. (New, SG No. 53/2006, effective 1.01.2007) (1) (Supplemented, SG No. 64/2007) Action under Article 186 (1) and (3) herein may also be brought by a qualified entity of a Member State of the European Union within whose territory the consequences of the infringement on the collective interests of consumers, committed within the territory of the Republic of Bulgaria, have occurred.

(2) A qualified entity may bring an action under Paragraph (1) provided that:

1. the infringement adversely affects the interests subject to the protection of this qualified entity;
2. the entity is on the list of qualified entities, prepared by the European Commission and published in the Official Journal of the European Union.

(3) The court shall judge whether the objects of the qualified entity, included in the list referred to in Item 2 of Paragraph (2), permit this entity to bring the action for protection of the collective interests of consumers.

Article 186b. (New, SG No. 53/2006, effective 1.01.2007, repealed, SG No. 59/2007).

Article 187. Where the court holds that a specific commercial practice or action constitutes an infringement under Article 186 herein, the court may:

1. require from the producer, importer, trader and supplier to publish, in an appropriate form and at the own expense thereof, the judgment of court in full or in part and/or to publish a corrective statement, with a view to eliminating the effect of the infringement;
2. order the producer, importer, trader and supplier to cease the unlawful commercial practice or to remove from the contract the unfair term within a specific time limit;
3. decree other appropriate measures for cessation of the infringements at the request of the persons referred to in Article 186 (1) herein.

Article 188. (1) Consumer associations shall have the right to bring an action for compensation of the damage inflicted on the collective interests of consumers.

(2) (Repealed, SG No. 59/2007).

(3) (Repealed, SG No. 59/2007).

(4) Where the claim for compensation has been lodged by more than one consumer association, the compensation shall be awarded to all claimants for joint disposal.

(5) The compensation received may be expended only on protection of consumer interests.

Article 189. (1) Where damage has been inflicted on two or more consumers, the consumer associations may bring an action on their behalf before the court for compensation of the damage sustained by the consumers, provided that:

1. the consumers can be identified;

2. the consumers have suffered individual damage caused by one and the same producer, importer, trader or supplier, and the injuries are of the same origin;

3. the consumer association has been authorized in writing by an express power of attorney for representation in legal proceedings by at least two consumers to bring action for compensation on behalf of the said consumers, and to represent them in the proceedings.

(2) (Repealed, SG No. 59/2007).

(3) (Repealed, SG No. 59/2007).

(4) The conditions under Paragraph (1) must also be fulfilled for the bringing of a civil action in a criminal proceeding according to the procedure established by the Criminal Procedure Code.

(5) (Repealed, SG No. 59/2007).

Article 190. (Amended, SG No. 53/2006) The actions under this Section shall be brought according to the place where the infringement was committed or according to the permanent address or registered office of the respondent.

Article 190a. (New, SG No. 53/2006, repealed, SG No. 59/2007).

Chapter Nine "a"

(New, SG No. 13/2020, effective 14.02.2020)

COOPERATION BETWEEN NATIONAL AUTHORITIES RESPONSIBLE FOR ENFORCEMENT OF CONSUMER PROTECTION LAWS

Article 190b. (New, SG No. 13/2020, effective 14.02.2020) The provisions of this Chapter shall apply to infringements of consumer law covered by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No. 2006/2004 (OJ L 345/1 of 27 December 2017), hereinafter referred to as "Regulation (EU) 2017/2394".

Article 190c. (New, SG No. 13/2020, effective 14.02.2020) Any act or omission contrary to laws that protect consumers' interests, covered by Regulation (EU) 2017/2394, that has done, does or is likely to do harm to the interests of consumers, shall be prohibited.

Article 190d. (New, SG No. 13/2020, effective 14.02.2020) "Competent authorities", within the meaning given by point (6) of Article 3 of Regulation (EU) 2017/2394, shall be:

1. the Commission for Consumer Protection: in respect of the application of the provisions of:

(a) Sections I and IV of Chapter Two, Sections I, II and III of Chapter Four, Sections II and III of Chapter Five, Chapters Six and Seven and Article 181m herein;

(b) the Electronic Commerce Act;

(c) the Distance Marketing of Financial Services Act;

(d) Section II of Chapter Two of the Tourism Act;

(e) Article 29a of the Service Activities Act;

(f) the Consumer Credit Act;

(g) Chapters Two, Three, Six, Seven, Eight, Nine, Eleven and Twelve of the Consumer Credits Related to Immovable Property Act;

(h) Articles 3, 4 and 6 of Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air;

- (i) Article 5, 9 to 11, 14 and 15 of Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004 (OJ L 55/1 of 28 February 2011);
 - (j) Articles 7 to 9 and 12 of Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004 (OJ L 334/1 of 17 December 2010), hereinafter referred to as "Regulation (EC) No. 1177/2010";
 - (k) Article 14 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165/1 of 18 June 2013);
 - (l) Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on cross-border portability of online content services in the internal market (OJ L 168/1 of 30 June 2017), hereinafter referred to as "Regulation (EU) 2017/1128";
 - (m) Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No. 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (OJ L 60/1 of 2 March 2018);
 - (n) (new, SG No. 23/2021, effective 1.01.2022) the Act on the Supply of Digital Content and Digital Services and the Sale of Goods;
2. the Bulgarian Drug Agency: in respect of the application of the provisions of Chapter Eleven of the Medicinal Products in Human Medicine Act;
 3. the Communications Regulation Commission: in respect of the application of Article 261 of the Electronic Communications Act;
 4. The Civil Aviation Administration Directorate General: in respect of the application of the provisions of:
 - (a) Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91;
 - (b) Regulation (EC) No. 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air;
 - (c) Articles 22 to 24 of Regulation (EC) No. 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293/3 of 31 October 2008);
 5. the Commission on Protection of Competition: in respect of the application of Articles 32 to 34 of the Protection of Competition Act;
 6. the Railway Administration Executive Agency: in respect of the application of the provisions of Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315/14 of 3 December 2007);
 7. the Council for Electronic Media: in respect of the application of the provisions of Chapter Four of the Radio and Television Act;
 8. the Maritime Administration Executive Agency: in respect of the application of the provisions of Regulation (EU) No. 1177/2010;
 9. the Road Transport Executive Agency: in respect of the application of the provisions of Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004 (OJ L 55/1 of 28 February 2011);
 10. the Bulgarian National Bank: in respect of the application of Articles 13 and 20 of the Consumer Credits Related to Immovable Property Act and Articles 102 to 120 of the Payment Services and Payment Systems Act;

11. the Ministry of Tourism: in respect of the application of the provisions of Section III of Chapter Seven of the Tourism Act.

Article 190e. (New, SG No. 13/2020, effective 14.02.2020) (1) The Commission for Consumer Protection shall be a Single Liaison Office within the meaning given by point (7) of Article 3 of Regulation (EU) 2017/2394.

(2) The Commission for Consumer Protection, in its capacity as Single Liaison Office, and the competent authorities referred to in Items 2 to 11 of Article 190d herein shall exchange information and shall cooperate with each other in connection with the powers exercised thereby to investigate and to enforce consumer protection laws provided for in Regulation (EU) 2017/2394 under the terms and according to the procedure established by the said Regulation.

(3) (Amended, SG No. 20/2022, effective 28.05.2022) The Commission for Consumer Protection, in its capacity as Single Liaison Office, and the competent authorities referred to in Items 2 to 11 of Article 190d herein shall exchange information and shall cooperate with each other and with the competent authorities of the Member States and with the European Commission for the launch of coordinated actions for the cessation of widespread infringements with a Union dimension, under the terms and according to the procedure established by Chapter IV of Regulation (EU) 2017/2394.

Article 190f. (New, SG No. 13/2020, effective 14.02.2020) (1) The competent authorities referred to in Article 190e herein shall exercise directly the powers thereof to investigate infringements of consumer protection laws, provided for in Article 9 (3) of Regulation (EU) 2017/2394.

(2) The State bodies, the officials, the legal persons and the citizens shall provide assistance to and shall cooperate with the competent authorities referred to in Article 190d herein in connection with the exercise of the powers granted thereto to investigate and enforce consumer protection laws under Regulation (EU) 2017/2394.

Article 190g. (New, SG No. 13/2020, effective 14.02.2020) (1) The Commission for Consumer Protection, in its capacity as competent authority referred to in Item 1 of Article 190d herein, shall exercise directly the powers to enforce consumer protection laws provided for in Article 9 (4) of Regulation (EU) 2017/2394, and the powers thereof under Article 9 (4) (g) of the said Regulation shall be implemented by ordering:

1. a trader to remove content or to restrict access to an online interface, or to warn explicitly consumers when they access the online interface of the said trader;
2. a hosting service provider and the undertakings providing public electronic communications networks and/or services to remove, disable or restrict access to an online interface, or
3. domain registrars to delete the full domain name, where appropriate, and, after the infringement has ceased, to allow a new registration of the domain.

(2) The competent authorities referred to in Items 2 to 11 of Article 190d herein shall exercise directly the powers to enforce consumer protection laws, provided for in Article 9 (4) (a) to (f) and (h) of Regulation (EU) 2017/2394.

(3) The competent authorities referred to in Items 2 to 11 of Article 190d herein shall make a request in writing to the Commission for Consumer Protection for the taking of measures under Paragraph (1), where the enforcement actions taken by the said authorities, as provided for in Article 9 (4) (a) to (f) and (h) of Regulation (EU) 2017/2394, have not brought about the cessation or the prohibition of the infringement in order to avoid the risk of serious harm to the collective interests of consumers. Any such request must be reasoned.

(4) The Chairperson of the Commission for Consumer Protection, acting on the basis of a request in writing made under Paragraph (3), shall order the trader responsible for an infringement to remove content from an online interface or to warn explicitly consumers when they have access to the online interface of the said trader. Any such order shall be published on the Internet site of the Commission on the day when the said order is issued, and the trader shall be notified without delay according to the procedure provided for in the Administrative Procedure Code. The trader shall be obliged to comply with the order within three days of being notified.

(5) Upon non-compliance with the order referred to in Paragraph (4), the Chairperson of the Commission shall order hosting service providers and the and undertakings providing public electronic communications networks and/or services to remove, disable or restrict access to the online interface of the trader responsible for the infringement. Any such order and list shall be published on the Internet site of the Commission for Consumer Protection on the day when the said order is issued. Hosting service providers shall be notified without delay according to the procedure provided for in the Administrative Procedure Code, and undertakings providing public electronic communications networks and/or services shall be presumed notified of the order as from the day of the publication thereof. Hosting service providers and undertakings providing public electronic communications networks and/or services shall be obliged to comply with the order within three days of being notified.

(6) Where the measures taken by the Commission for Consumer Protection under Paragraphs (4) and (5) have not brought about the cessation of the infringement, the Chairperson of the Commission shall order the domain registrars to delete the full domain name of the trader responsible for the infringement. Any such order shall be published on the Internet site of the Commission on the day when the said order is issued, and the domain registrar shall be notified without delay according to the procedure provided for in the Administrative Procedure Code where the name of the trader's domain uses the country code extension ".bg". The domain registrar shall be obliged to comply with the order within three days of being notified.

(7) The Chairperson of the Commission for Consumer Protection shall create conditions for the conduct by undertakings providing public electronic communications networks and/or services of an automated check for the orders issued under Paragraph (5).

(8) Domain registrars shall be obliged to ask the Commission for Consumer Protection for consent upon receipt of a request for registration of a domain of a trader in respect of whom an order has been issued under Paragraph (6).

(9) The orders referred to in Paragraphs (4), (5) and (6) shall be appealable according to the procedure established by the Administrative Procedure Code. An appellate review shall not stay the enforcement of any such order, unless the court orders otherwise.

(10) The Commission for Consumer Protection shall notify the results of the actions taken thereby to the competent authority which made the request under Paragraph (3).

Article 190h. (New, SG No. 13/2020, effective 14.02.2020) (1) The competent authorities referred to in Article 190d herein may start an investigation or a proceeding on their own initiative to bring about the cessation or prohibition of infringements covered by Regulation (EU) 2017/2394.

(2) The competent authorities referred to in Article 190d herein may publish any final decision, trader's commitment or order adopted or issued in connection with the implementation of Regulation (EU) 2017/2394, including the publication of the identity of the trader responsible for an infringement of consumer protection laws covered by the said Regulation.

Article 190i. (New, SG No. 13/2020, effective 14.02.2020) (1) (Amended, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall provide the European Commission with information regarding:

1. the list of competent authorities responsible for the enforcement of consumer protection laws covered by Regulation (EU) 2017/2394, the contact details, powers and responsibilities thereof;
2. the Single Liaison Office: the contact details, powers and responsibilities thereof.

(2) (Amended, SG No. 20/2022, effective 28.05.2022) Upon any change to the information referred to in Paragraph (1), the Minister of Economy and Industry shall notify the European Commission without delay of the intervening changes.

Article 190j. (New, SG No. 13/2020, effective 14.02.2020) (1) The European Consumer Centre, the representative consumer associations and, where appropriate, business associations, may submit alerts to the competent authorities referred to in Article 190d herein and to the European Commission about alleged infringements of consumer protection laws covered by Regulation (EU) 2017/2394 by providing the information referred to in Article 26 (3) of the said Regulation which is

available to the said bodies and organizations. The information provided must be correct, up to date and accurate and shall be corrected or withdrawn as appropriate.

(2) The competent authorities referred to in Article 190d herein shall not be bound to initiate a procedure or take action in connection with an alert submitted thereto by the bodies and organizations referred to in Paragraph (1).

(3) The Chairperson of the Commission for Consumer Protection shall provide the European Commission with a list of the bodies and organizations referred to in Paragraph (1) which have the right to submit alerts about alleged infringements of Regulation (EU) 2017/2394, the contact details thereof and information on the bodies and organizations.

Article 190k. (New, SG No. 13/2020, effective 14.02.2020) In pursuit of the activity thereof for the implementation of Regulation (EU) 2017/2394, the competent authorities referred to in Article 190d herein may use as evidence any document, information, finding, statement, certified true copies of documents submitted by a competent authority of another Member State of the European Union which have been obtained according to the due process of law of the said State, regardless of the storage medium thereof.

Article 190l. (New, SG No. 13/2020, effective 14.02.2020) Information collected by the competent authorities referred to in Article 190d herein and provided thereto in connection with the exercise of the powers thereof shall only be used for the purposes of Regulation (EU) 2017/2394 and may only be disclosed under the terms established by Article 33 of the said Regulation.

Chapter Ten CONTROL

Article 191. (1) (Amended, SG No. 18/2011) Control under this Act shall be exercised by the Commission for Consumer Protection.

(2) Control under Section I "General Safety of Products and Services" of Chapter Five herein shall be exercised by the authorities referred to in Article 82 herein.

(3) (Amended, SG No. 61/2014, effective 25.07.2014) Control under Chapter Two, Section II of Chapter Four and Sections II and III of Chapter Five herein shall furthermore be exercised by the consumer protection units in the municipal administration.

(4) (New, SG No. 18/2011, effective 1.11.2012, amended, SG No. 23/2021, effective 1.01.2022) The Commission for Consumer Protection shall exercise control as to fulfilment of the requirements of Regulation (EC) No. 2020/740 of the European Parliament and of the Council of 25 May 2020 on the labelling of tires with respect to fuel efficiency and other essential parameters, for amendment of Regulation (EU) 2017/1369 and repealing Regulation (EC) 1222/2009 (OJ L 177/1 of 5 June 2020), hereinafter referred to as "Regulation (EC) No. 2020/740".

(5) (New, SG No. 61/2014, effective 25.07.2014) The Commission for Consumer Protection shall be a market surveillance authority under Article 18 of Regulation (EU) No. 1007/2011 of the European Parliament and of the Council of 27 September 2011 on textile fibre names and related labelling and marking of the fibre composition of textile product and repealing Council Directive 73/44/EEC and Directives 96/73/EC and 2008/121/EC of the European Parliament and of the Council (OJ, L 272/1 of 18 October 2011), hereinafter referred to as "Regulation (EU) No. 1007/2011", and shall exercise control as to fulfilment of the requirements of the said Regulation.

(6) (New, SG No. 57/2015) The Commission for Consumer Protection shall exercise control as to fulfilment of the requirements of Regulation (EU) No. 524/2013.

(7) (New, SG No. 45/2019, effective 7.06.2019) The Commission for Consumer Protection shall exercise control as to fulfilment of the requirements of Regulation (EU) No. 2018/302 in cases where the client is a consumer.

(8) (New, SG No. 13/2020, effective 14.02.2020) The Commission for Consumer Protection shall exercise control as to fulfilment of the requirements of Regulation (EU) No. 2017/1128.

Article 192. Officials of the control authorities covered under Article 191 herein shall be entitled to:

1. unimpeded access to production facilities and business premises;

2. require any documents needed in connection with the control exercised thereby;
3. take samples for laboratory testing;
4. recruit experts in the relevant field, where the check is particularly complicated and requires special expertise;
5. draw up statements on ascertainment of violations.

Article 192a. (New, SG No. 105/2006) (1) The officials of the Commission for Consumer Protection shall also be entitled:

1. to access to all the documents directly or indirectly related to a violation of this Act, regardless of the form of the document;
2. to order any person to provide information on violations of this Act of which the said person is aware;
3. to carry out on-site inspections.

(2) The Chairperson of the Commission for Consumer Protection shall be entitled to:

1. order the offender in writing to cease the violation of this Act;
2. require from the offender to declare that the said offender will cease the violation of this Act and, if necessary, to oblige the said offender to make public the said declaration;
3. order a cessation or prohibition of any violation of this Act and, if necessary, to make public the order on cessation or prohibition of the violation.

Article 193. The officials of the control authorities referred to in Article 191 herein shall:

1. establish the facts accurately during the control exercised thereby;
2. issue mandatory prescriptions for the elimination of non-conformities and violations of the law;
3. give opinions on objections in connection with the established violations;
4. safeguard official, production and trade secrecy and not disclose any data on the checks prior to the completion of the checks, nor use any information obtained in the course of the checks for any other purposes other than as intended;
5. notify the relevant specialized control authority in the cases in which they have reason to believe that another statutory instrument has been violated.

Article 194. The specialized control authorities, provided for in other statutory instruments, whose control functions are directly or indirectly related to consumer protection, shall assist the Commission for Consumer Protection and, to this end:

1. shall notify the Commission of any cases in which they have reason to believe that this Act has been violated;
2. participate in the conduct of joint checks.

Article 194a. (New, SG No. 61/2014, effective 25.07.2014) (1) The Commission for Consumer Protection shall coordinate, at the national level, the activity of the administrative authorities concerned with consumer protection.

(2) The heads and the officials of the control authorities concerned with consumer rights shall be obliged to cooperate and to provide assistance to the Commission for Consumer Protection in the exercise of the powers thereof.

Article 195. (Supplemented, SG No. 108/2006, amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The fines and sanctions collected under this Act shall be administrated under the budget of the Ministry of Economy and Industry with the exception of any fines and sanctions under penalty decrees, issued by municipality mayors or officials authorized thereby, which shall be credited to the respective municipal budget.

Article 196. (1) (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) Resources shall be allocated to the budget of the Ministry of Economy and Industry for the following activities under this Act:

1. drafting of statutory instruments on consumer protection;
2. programmes and participation in national and international consumer protection events;
3. support for the activities of consumer associations under Article 172 herein;
4. ensuring the operation of the National Consumer Protection Council;
5. providing information and promoting activities related to the protection of consumer rights;

6. delivery of qualifications and training to the employees of consumer protection authorities;
 7. assisting the activities of conciliation committees under Article 182 herein;
 8. construction, development and maintenance of physical facilities of the control authorities;
 9. analyses and expert assessments in connection with the control activities under this Act;
 10. insurance of the employees of the control authorities under this Act;
 11. remuneration of independent experts, consultants and part-time assistants and ensuring conditions for their work;
 12. secondment of the employees of the control authorities under this Act within the territory of the country;
 13. other expenses incidental to consumer protection.
- (2) (Repealed, SG No. 38/2012, effective 1.07.2012).
- (3) (Repealed, SG No. 38/2012, effective 1.07.2012).

Chapter Eleven

ADMINISTRATIVE PENALTY PROVISIONS

Article 197. (Amended and supplemented, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates the provisions of Articles 4, 5, 6 and 8 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 3,000 in each individual case.

Article 198. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who breaches the requirements for product labelling under Articles 9, 10 and 11 herein and the ordinances covered under Article 12, shall be liable to a fine of BGN 200 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 300 or exceeding this amount but not exceeding BGN 1,500.

Article 199. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Articles 13 and 14 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 2,000.

Article 200. (Supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any blameworthy [natural] person, who violates the provisions of Articles 15, 16, 17, 19, Article 20 (1) and Articles 21 to 29 herein and of any ordinances referred to in Article 31 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 5,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 5,000.

Article 201. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Article 30 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 202. (Repealed, SG No. 102/2008, new, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020) Any natural person, who violates the provisions of Articles 147a and 147b herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 3,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000.

Article 203. (Repealed, SG No. 102/2008, new, SG No. 20/2022, effective 28.05.2022)
(1) Where a widespread infringement or a widespread infringement with a Union dimension, which has been established by the Commission for Consumer Protection, has taken place, when carrying out measures to enforce consumer protection laws within the framework of coordinated actions taken by the competent authorities of the Member States of the European Union, according to

Article 21 of Regulation (EU) 2017/2394, the Chairperson of the Commission for Consumer Protection shall impose a pecuniary penalty on sole traders and legal persons at a level of up to 4 per cent of the turnover generated thereby in the country during the previous financial year for:

1. any violation of the provisions of Articles 68c to 68h and Article 68j herein regarding the implementation of unfair commercial practices;
2. any violation of the provisions of Article 4, Article 47 (1) to (3), (5) to (7), Articles 47a, 48, 49, Article 52 (4), Article 54 (1) and (2), Article 55 (3), Article 58 (1), Article 62 (1), Article 62a, 62b, 62c, Article 62d (2) and Article 62e herein, as well as for hindering the consumer's right under Article 50 herein;
3. a trader's continued use of a term included in a pre-formulated standard contract with consumers, which has been found by an enforceable judgment to be unfair within the meaning given by Articles 143 to 147 herein.

(2) In the cases under Paragraph (1), the Chairperson of the Commission for Consumer Protection shall impose a pecuniary penalty of BGN 5,000 or exceeding this amount but not exceeding BGN 50,000 on sole traders and legal persons for any violation of the provisions of Article 16, Article 19 (2), Article 20 (1), Articles 21, 23 and Article 65 herein regarding the indication of the prices of products.

(3) Where, as a result of a coordinated action taken according to Article 21 of Regulation (EU) 2017/2394, the competent authorities of the Member States decide that the penalty should be imposed by a competent authority of a single Member State of the European Union on behalf of all Member States of the European Union involved in the coordinated action, the Chairperson of the Commission for Consumer Protection shall impose a pecuniary penalty on sole traders and legal persons at a level of up to 4 per cent of the turnover generated thereby in all Member States of the European Union affected by the infringement. Where the perpetrator of an infringement under Paragraph (1) is part of a combination within the meaning given by Chapter Eighteen of the Commerce Act, the aggregate turnover generated by the combination in the Member States of the European Union affected by the infringement shall be taken into account when imposing the pecuniary penalty.

(4) In the cases under Paragraphs (1) and (3), where information on the turnover generated by the perpetrator of the infringement during the previous financial year in the Member States of the European Union affected by the infringement is not available, any such infringement shall be punishable by a pecuniary penalty of up to BGN 3,920,000.

Article 204. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 20/2022, effective 28.05.2022) Any natural person, who fails to fulfil the obligations to provide information to a consumer under Article 47 (1) to (3) and (5) to (7), Articles 47a, 48 and 49 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000 in each individual case.

Article 205. (Amended, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates the provision of Article 58 (1) herein, shall be liable to a fine of BGN 2,000 or exceeding this amount but not exceeding BGN 10,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 5,000 or exceeding this amount but not exceeding BGN 15,000.

Article 206. (Amended, SG No. 105/2006, supplemented, SG No. 27/2013, amended, SG No. 61/2014, effective 25.07.2014, SG No. 20/2022, effective 28.05.2022) Any natural person, who violates the provisions of Articles 52 (4), Article 54 (1), (2), (6) and (7), Article 55 (3), Article 62c, Article 62d (2) and Article 62e herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000 in each individual case.

Article 207. (Repealed, SG No. 64/2007, new, SG No. 27/2013) (1) (Amended and supplemented, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective

14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any person, who or which hinders a consumer's right under Article 50 herein to withdraw from a distance contract or from an off-premises contract as concluded, shall be liable to a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000 or to a pecuniary penalty of BGN 2,000 or exceeding this amount but not exceeding BGN 5,000 in each individual case.

(2) (Repealed, SG No. 61/2014, effective 25.07/2014).

Article 208. (Amended, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any natural person, who supplies goods, as well as water, gas, electricity, district heating, digital content or who provides services for consideration to a consumer which are not solicited by the said consumer, in violation of Article 62 (1) herein, shall be liable to a fine of BGN 300 exceeding this amount but not exceeding BGN 5,000, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 5,000.

Article 208a. (New, SG No. 27/2013) Any blameworthy person, who violates the provisions of Article 62a or of Article 62b herein, shall be liable to a fine of BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 5,000 in each individual case.

Article 209. (Supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any blameworthy [natural] person, who violates Articles 63, 64, Article 65 (1) and Article 66 herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 5,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 5,000.

Article 210. (Repealed, SG No. 61/2014, effective 25.07.2014).

Article 210a. (New, SG No. 64/2007, amended and supplemented, SG No. 102/2008, amended, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any blameworthy [natural] person, who violates Article 68c, Article 68d, Items 1 to 11, 13, 15, 18 to 27 of Article 68g and Items 3 to 6 of Article 68j herein, shall be liable to a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 30,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 2,000 or exceeding this amount but not exceeding BGN 50,000.

Article 210b. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Items 12, 14, 16 and 17 of Article 68g and Items 1, 2, 7 and 8 of Article 68j herein, shall be liable to a fine of BGN 1,500 or exceeding this amount but not exceeding BGN 30,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 2,000 or exceeding this amount but not exceeding BGN 50,000.

Article 210c. (New, SG No. 102/2008, amended, SG No. 61/2014, effective 25.07.2014, supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any [natural] person, who fails to comply with an order referred to in Article 68k (1) herein or with a directive referred to in Article 68k (3) herein, shall be liable to a fine of BGN 2,000 or exceeding this amount but not exceeding BGN 50,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 3,000 or exceeding this amount but not exceeding BGN 70,000.

Article 211. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Article 69 (1) herein, shall be liable to a fine of BGN 3,000 or exceeding this amount but not exceeding BGN 20,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 5,000 or exceeding this amount but not exceeding BGN 25,000.

Article 212. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any producer or service provider, who offers products and services to consumers without having assessed and certified the conformity thereof to the statutorily established safety requirements under Article 72 herein, shall be liable to a fine of BGN 3,000 or exceeding this amount but not exceeding BGN

5,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 5,000 or exceeding this amount but not exceeding BGN 10,000.

Article 213. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates the provision of Article 73 (1) herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 214. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Article 76 herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 215. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any [natural] person, who fails to comply with an order or with a mandatory prescription by a control authority for taking measures to ensure the safety of products and services under Article 75 (3), Articles 84, 85, Article 86 (1), Article 87, Article 88 (1), Article 89 (1), (2) and (3), Articles 92, 93 and 100 herein, shall be liable to a fine of BGN 3,000 or exceeding this amount but not exceeding BGN 15,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 3,000 or exceeding this amount but not exceeding BGN 15,000.

Article 216. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates Article 77 herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 217. (1) Any person, who denies access to production or commercial premises or storage facilities or in any way whatsoever hinders a control authority from executing the official duties thereof under Article 94 herein, shall be liable to a fine of BGN 1,000.

(2) Upon a repeated violation, the blameworthy person shall be liable to a fine of BGN 3,000 or exceeding this amount but not exceeding BGN 5,000.

Article 218. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who fails to fulfil the obligation under Articles 79 and 80 herein, shall be liable to a fine of BGN 2,000 or exceeding this amount but not exceeding BGN 5,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 3,000 or exceeding this amount but not exceeding BGN 10,000.

Article 219. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates the ordinance referred to in Article 99 herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 3,000, and any such sole trader and natural person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 5,000.

Article 220. Any official, who violates the provision of Article 101 (3) herein, shall be liable to a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000, unless the violation constitutes a criminal offence under the Criminal Code.

Article 221. (Amended, SG No. 18/2011, supplemented, SG No. 13/2020, effective 14.02.2020, repealed, SG No. 23/2021, effective 1.01.2022).

Article 222. (Supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 23/2021, effective 1.01.2022) Any blameworthy [natural] person, who does not comply with the provision of Article 127 herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2000, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 500 or exceeding this amount but not exceeding BGN 3000.

Article 222a. (New, SG No. 64/2007, amended, SG No. 18/2011, supplemented, SG No. 61/2014, effective 25.07.2014, SG No. 13/2020, effective 14.02.2020, repealed, SG No. 23/2021, effective 1.01.2022).

Article 223. (Amended, SG No. 18/2011, supplemented, SG No. 13/2020, effective 14.02.2020) Any [natural] person, who fails to fulfil the obligations thereof under Articles 156 to

158, 160, 161b to 161e and 161i herein, shall be liable to a fine of BGN 300 or exceeding this amount but not exceeding BGN 2,500, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

Article 224. (Amended, SG No. 18/2011) (1) (Supplemented, SG No. 13/2020, effective 14.02.2020) Any [natural] person, who advertises a contract or group of contracts in violation of the requirements of Articles 159 and 161 herein, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2,500, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 3,000.

(2) The fine or the pecuniary penalty under Paragraph (1) shall furthermore be imposed on any person who or which broadcasts or offers for broadcasting at the own expense thereof any advertising for conclusion of a contract which does not conform to the requirements of Articles 159 and 161 herein.

Article 225. (Amended, SG No. 18/2011) (1) (Supplemented, SG No. 13/2020, effective 14.02.2020) Any [natural] person who, in violation of Article 161g herein, directly or indirectly charges any costs to a consumer who exercises the right thereof to withdraw from the contract as concluded, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 2,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(2) (Supplemented, SG No. 13/2020, effective 14.02.2020) Any [natural] person who, in violation of Article 161h herein, demands or receives any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration from a consumer, shall be liable to a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 225a. (New, SG No. 64/2007, amended, SG No. 18/2011, effective 1.11.2012) (1) (Amended, SG No. 23/2021, effective 1.01.2022) Any supplier within the meaning of Regulation (EC) No. 2020/740, who or which fails to fulfil the obligations thereof under Article 4 of the Regulation, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(2) (New, SG No. 23/2021, effective 1.01.2022) Any supplier within the meaning of Regulation (EC) No. 2020/740, who or which fails to fulfil the obligations thereof under Article 5 of the Regulation, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(3) (Renumbered from Paragraph (2), amended, SG No. 23/2021, effective 1.01.2022) Any distributor within the meaning given by Regulation (EC) No. 2020/740, who or which fails to fulfil the obligations thereof under Article 6 of the Regulation, shall be liable to a fine of BGN 500 or to a pecuniary penalty of BGN 2,000.

(4) (Renumbered from Paragraph (3), amended, SG No. 23/2021, effective 1.01.2022) Any vehicle supplier or vehicle distributor within the meaning given by Regulation (EC) No. 2020/740, who or which fails to fulfil the obligations thereof under Article 7 of the Regulation, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

(5) (New, SG No. 23/2021, effective 1.01.2022) An information society service provider, as defined in the Electronic Commerce Act, that fails to fulfil its obligations under Article 8 of Regulation (EU) 2020/740, shall be subject to a fine in the amount of BGN 500 or exceeding this amount but not exceeding BGN 1,500 or by a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 225b. (New, SG No. 61/2014, effective 25.07.2014) Any economic operator within the meaning given by Regulation (EU) No. 1007/2011, who or which fails to fulfil the obligations thereof under Article 15 of the Regulation, shall be liable to a fine of BGN 500 or

exceeding this amount but not exceeding BGN 1,500 or to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 225c. (New, SG No. 57/2015) Any natural person, who fails to fulfil the obligation to provide information to a consumer under Article 181m herein, shall be liable to a fine of BGN 200 or exceeding this amount but not exceeding BGN 500, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 500 or exceeding this amount but not exceeding BGN 1,500 for each particular case.

Article 225d. (New, SG No. 45/2019, effective 7.06.2019) (1) In cases where the customer is a consumer, a trader within the meaning of Regulation (EU) 2018/302, who has not complied with the requirements set out in Articles 3, 4 and 5 of that Regulation, shall be punished by a fine of between BGN 500 and BGN 3,000, and sole traders and legal entities shall be punished by a pecuniary sanction of between BGN 1,000 and 5,000 for each individual case.

(2) In the event of a repeated violation under Paragraph 1 the fine shall range from BGN 1,000 to BGN 6,000 and the property sanction, from BGN 2,000 to BGN 10,000.

Article 225e. (New, SG No. 13/2020, effective 14.02.2020) (1) Any online content service provider, who fails to comply with the requirements of Regulation (EU) 2017/1128, shall be liable to a fine of BGN 500 or exceeding this amount but not exceeding BGN 3,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000 in each individual case.

(2) A repeated violation under Paragraph (1) shall be punishable by a fine of BGN 1,000 or exceeding this amount but not exceeding BGN 6,000 or, respectively, by a pecuniary penalty of BGN 2,000 or exceeding this amount but not exceeding BGN 10,000.

Article 226. (1) (Supplemented, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) Any [natural] person, who fails to comply with an enforceable judgment on taking measures under Article 187 herein for the cessation of infringements or who, in defiance of an enforceable judgment, continues to implement an unlawful commercial practice or a term included in a pre-formulated contract with consumers which has been found to be unfair, shall be liable to a fine of BGN 5000 or exceeding this amount but not exceeding BGN 20,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 10 000 or exceeding this amount but not exceeding BGN 50,000.

(2) (Amended, SG No. 64/2007, effective 11.08.2007) The fine or pecuniary penalty shall be imposed according to the procedure established by Article 405 of the Judiciary System Act.

Article 227. Any official, who fails to perform a duty under this Act, shall be liable to a fine of BGN 100 or exceeding this amount but not exceeding BGN 1,000.

Article 228. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who commits a violation of this Act other than those specified in this Chapter, shall be liable to a fine of BGN 100 or exceeding this amount but not exceeding BGN 500, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 100 or exceeding this amount but not exceeding BGN 500.

Article 229. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who violates the ordinances and the other statutory instruments for the application of this Act for which no sanctions are provided under this Chapter, shall be liable to a fine of BGN 50 or exceeding this amount but not exceeding BGN 500, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 50 or exceeding this amount but not exceeding BGN 500.

Article 230. (Supplemented, SG No. 13/2020, effective 14.02.2020) Any blameworthy [natural] person, who fails to comply with a mandatory prescription of a consumer protection control authority for the elimination of non-conformities and violations of the law, outside the cases under Article 215 herein, shall be liable to a fine of BGN 200 or exceeding this amount but not exceeding BGN 1,000, and any such sole trader and legal person shall be liable to a pecuniary penalty of BGN 200 or exceeding this amount but not exceeding BGN 1,000.

Article 230a. (New, SG No. 13/2020, effective 14.02.2020) Any person, who hinders any officials of the competent authorities referred to in Article 190d herein and who fails to provide assistance thereto and to cooperate therewith as appropriate in the exercise of the powers thereof under Articles 190f and 190g herein, shall be liable to a fine or, respectively, to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 230b. (New, SG No. 13/2020, effective 14.02.2020) Any sole trader or legal person, who or which fails to comply with an order referred to in Article 190g (4) herein, shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000.

Article 230c. (New, SG No. 13/2020, effective 14.02.2020) (1) Any undertaking providing public electronic communications networks and/or services and, respectively, any hosting service provider, which fails to fulfil the obligation referred to in Article 190g (5) herein, shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000. (2) A repeated violation under Paragraph (1) shall be punishable by a pecuniary penalty in a double amount.

Article 230d. (New, SG No. 13/2020, effective 14.02.2020) (1) Any domain registrar, which fails to fulfil the obligation referred to in Article 190g (6) and (8) herein, shall be liable to a pecuniary penalty of BGN 1,000 or exceeding this amount but not exceeding BGN 5,000. (2) A repeated violation under Paragraph (1) shall be punishable by a pecuniary penalty in a double amount.

Article 230e. (New, SG No. 105/2006, amended, SG No. 18/2011, redesignated from Article 230a, SG No. 13/2020, effective 14.02.2020) Any person, who or which hinders any officials from exercising the powers thereof under Articles 192 and 192a herein, or who or which fails to comply with an order under Item 2 of Article 192a (1) and Article 192a (2) herein, shall be liable to a fine or, respectively, to a pecuniary penalty, of BGN 1,000 or exceeding this amount but not exceeding BGN 3,000.

Article 230f. (New, SG No. 20/2022, effective 28.05.2022) When imposing a fine or a pecuniary penalty, the Chairperson of the Commission for Consumer Protection, where applicable, shall take into account:

1. the nature, gravity, scale and duration of the infringement;
2. any action taken by the trader to mitigate or remedy the damage suffered by consumers;
3. previous infringements by the trader, if any;
4. the financial benefits gained or losses avoided by the trader, if the relevant information is available;
5. penalties imposed on the trader for the same infringement in another Member State of the European Union in cross-border cases where information about such penalties is available through the mechanism for cooperation between national authorities responsible for the enforcement of consumer protection laws according to Regulation (EU) 2017/2394;
6. other aggravating or mitigating circumstances applicable to the case concerned.

Article 231. Any blameworthy [natural] person, who commits a repeated violation under this Chapter, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, in a double amount.

Article 232. (1) In the cases of any violation under this Act sanctioned by an enforceable penalty decree, the control authority shall recommend to the authority that has issued the licence and/or authorization for practice of business that the said authority withdraw the said licence and/or authorization.

(2) The authority that has issued the licence and/or the authorization for practice of business shall rule on the recommendation by a reasoned decision and shall immediately notify the control authority referred to in Paragraph (1) of the results of the said decision, and in case the issuing authority is revoking the licence or authorization as issued, it shall specify the date and the grounds for the withdrawal thereof.

Article 233. (1) The written statements ascertaining violations shall be drawn up by officials designated by the head of the relevant control authority or by the municipality mayor.

- (2) Penalty decrees shall be issued by the head of the relevant control authority, the municipality mayor or officials authorized thereby.
- (3) The ascertainment of violations, the issuing, appeal against and execution of penalty decrees shall follow the procedure established by the Administrative Violations and Sanctions Act.
- (4) (New, SG No. 61/2014, effective 25.07.2014) Written statement ascertaining the administrative violations and the penalty decrees within the meaning given by the Administrative Violations and Sanctions Act, as well as the individual administrative acts within the meaning given by the Administrative Procedure Code, may be served upon any natural person who is present on the business premises and who is in a civil-law or employment relationship with the person against whom or which the said statements, decrees and acts have been issued.

SUPPLEMENTARY PROVISIONS

§ 1. Where the provisions of any two laws are in conflict, the provisions of the law providing a higher degree of consumer protection shall apply.

§ 1a. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) Where the provisions of Section III of Chapter Four herein are in conflict with provisions of European Union law or of Bulgarian legislation transposing requirements of European Union law which contain special requirements regarding unfair commercial practices, the provisions of European Union law or of Bulgarian legislation transposing requirements of European Union law shall apply to those special aspects of unfair commercial practices.

§ 1b. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) Where the provisions of Section III of Chapter Four herein are in conflict with the provisions of any other law which does not transpose requirements of European Union law which provides for more rigorous requirements regarding unfair commercial practices, this Act shall apply.

§ 1c. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) (1) The provision of Article 4 herein regarding any contracts other than a distance contract or an off-premises contract and of Section I of Chapter Four herein shall apply in respect of any contracts concluded between a trader and a consumer according to which the consumer pays or undertakes to pay a price. They shall furthermore apply in respect of contracts for the supply of water, gas, electricity or for district heating, including such provided by public providers, to the extent that these commodities are provided on a contractual basis.

(2) The provision of Article 4 herein regarding any contracts other than a distance contract or an off-premises contract and of Section I of Chapter Four herein shall furthermore apply in respect of any contracts concluded between a trader and a consumer according to which the trader supplies or undertakes to supply digital content which is not on a tangible medium or a digital service to the consumer and the consumer provides or undertakes to provide personal data to the trader, except in cases where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content which is not on a tangible medium or digital service, or for allowing the trader to comply with obligations arising from a law to which the trader is subject, to the extent that the trader does not process those data for any other purpose.

§ 1d. (New, SG No. 61/2014, effective 25.07.2014) Where the provisions of Article 4 herein or the provisions of Section I of Chapter Four herein are in conflict with provisions of European Union law or provisions transposing in Bulgarian legislation requirements of European Union law governing specific economic sectors, the provisions of European Union law or the provisions of Bulgarian legislation transposing requirements of European Union law shall apply to those specific sectors.

§ 1e. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 23/2021, effective 1.01.2022) In relation to sales contracts, distance contracts and off-premises contracts, traders may offer consumers contractual arrangements which go beyond the protection provided for in Article 4, in Section I and in the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.

§ 1f. (New, SG No. 61/2014, effective 25.07.2014) The information requirements under Article 4 and Section I of Chapter Four herein shall complement the information requirements under the Service Activities Act and the Electronic Commerce Act. Where the provisions of the Electronic Commerce Act or of the Service Activities Act are in conflict with the provisions of Article 4 and of Section I of Chapter Four herein regarding the content and manner of provision of information to consumers, the provisions of Article 4 and Section I of Chapter Four herein shall apply.

§ 1g. (New, SG No. 61/2014, effective 25.07.2014) The provisions of Articles 10, 11 and 12 of the Electronic Commerce Act shall apply notwithstanding the provision of Article 49 herein.

§ 1h. (New, SG No. 61/2014, effective 25.07.2014) The provisions of Articles 62c to 62e shall apply to sales contracts, service contracts and contracts for the supply of water, gas, electricity, for district heating or for digital content.

§ 1i. (New, SG No. 37/2018, effective 1.07.2018, repealed, SG No. 20/2022, effective 11.03.2022).

§ 1j. (New, SG No. 61/2014, effective 25.07.2014, previous § 1i, SG No. 37/2018, effective 1.07.2018) The provisions of Articles 103b and 103c shall apply to sales contracts. The said provisions shall not 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, for district heating or for digital content which is not supplied on a tangible medium.

§ 2. The provisions of Section I of Chapter Five herein shall apply to all products and services, irrespective of the selling techniques, including distance and electronic selling.

§ 3. The provisions of Section I of Chapter Five herein shall likewise apply to products designed for professional use that may be used by consumers where the said products may pose risks to consumer health and safety when used under reasonably foreseeable conditions.

§ 4. The provisions of Section I of Chapter Five herein shall not apply to second-hand products supplied as antiques (antique goods) or as products in need of repairing or reconditioning prior to being used, provided that the supplier clearly informs the person to whom the supplier supplies the product of the need of the reconditioning or repair thereof.

§ 5. Where another statutory instrument establishes specific safety requirements for certain products or types of products, the provisions of Section I of Chapter Five herein shall apply to all other cases and risks or risk categories which are not provided for under the special statutory instrument.

§ 6. (Amended, SG No. 64/2007) The provisions of Articles 69 to 72 of Section I of Chapter Five herein shall apply to cosmetic products in respect of the risks which are not subject to legal regulation in a special statutory instrument.

§ 7. (Amended, SG No. 64/2007) The provisions of Articles 74 to 81, 90 and 91 of Section I of Chapter Five herein shall likewise apply in respect of toys, cosmetic products, personal protective equipment and electrical equipment designed for use within certain voltage limits.

§ 8. The provisions of Articles 83, 84, 85, 87, 88 and 89 of Section I of Chapter Five herein shall likewise apply in respect of electrical equipment designed for use within certain voltage limits.

§ 9. (Repealed, SG No. 23/2021, effective 1.01.2022, new, SG No. 20/2022, effective 28.05.2022) The provisions of Section I of Chapter Four herein shall not apply to any items sold by way of execution, as well as in respect of the sales by State bodies of any items abandoned or forfeited to the Exchequer.

§ 10. (Repealed, SG No. 23/2021, effective 1.01.2022).

§ 11. The provisions of Section IV of Chapter Five herein shall not apply to any damage resulting from accidents caused by atomic energy, the terms and procedure for which are regulated by another statutory instruments or arise from obligations provided for in international conventions whereto the Republic of Bulgaria is a party.

§ 12. The provisions of Section IV of Chapter Five herein shall not apply to any products put into circulation prior to the entry of this Act into force.

§ 12a. (New, SG No. 18/2011) The provisions of Chapter Six shall not apply in respect of any contractual terms which reflect statutory or regulatory provisions or principles of international conventions, particularly in the transport area, to which the Member States of the European Union or the European Union are party.

§ 12b. (New, SG No. 57/2015) Where the provisions of Section II of Chapter Nine herein are in conflict with provisions of European Union law or of Bulgarian legislation transposing requirements of European Union law which contain special requirements regarding out-of-court resolution of consumer disputes against traders, the provisions of this Act shall apply, unless otherwise provided for in Section II of Chapter Nine herein.

§ 12c. (New, SG No. 57/2015) Where the provisions of Section II of Chapter Nine herein and another law which contains special requirements regarding out-of-court resolution of consumer disputes against traders and which does not transpose requirements of European Union law, this Act shall apply, unless otherwise provided for in Section II of Chapter Nine herein.

§ 12d. (New, SG No. 57/2015) The provisions of Section II of Chapter Nine herein shall be without prejudice to the Mediation Act, transposing the requirements of Directive 2008/52/EC of the European Parliament and of the Council of 21 May 2008 on certain aspects of mediation in civil and commercial matters (OJ, L 136/3 of 24 May 2008).

§ 12e. (New, SG No. 57/2015) The provisions of Section II of Chapter Nine herein shall apply complying with the requirements of the delegated acts and the implementing acts adopted by the European Commission under Regulation (EU) No. 524/2013.

§ 12f. (New, SG No. 57/2015) The provision of Article 181m herein shall not preclude the obligations to provide consumers with information on the out-of-court redress procedures contained in European Union law, applicable in addition.

§ 12g. (New, SG No. 57/2015) The provision of Article 181l herein shall be without prejudice to provisions on limitation or prescription contained in international agreements to which Member States of the European Union are party.

§ 13. Within the meaning given by this Act:

1. "Consumer" shall be any natural person who acquires products or uses services for purposes that do not fall within the sphere of his or her commercial or professional activity, and any natural person who, as a party to a contract under this Act, acts outside his or her commercial or professional capacity.

2. (Supplemented, SG No. 64/2007) "Trader" shall be any natural or legal person who or which sells or offers for sale products, or provides services to consumers, or who or which concludes a contract with a consumer within his, her or its commercial or professional capacity, whether in the public or private sector, as well as anyone acting on behalf of and for the account of a trader.

3. "Producer" shall be any natural or legal person who or which:

(a) manufactures, in the course of the business thereof, a finished product or materially alters or reconditions a product with a view to its placing on the market;

(b) presents himself, herself or itself as the manufacturer by putting the name thereof or the business name, trade mark or other distinguishing feature thereof on the product, the packaging of the product or the technical or commercial documents thereof.

4. "Supplier" shall be any natural or legal person in the supply chain who or which, in the course of the business thereof, transfers ownership or establishes, or transfers other rights in rem to products in favour of another supplier or trader, or who or which concludes a contract with a consumer, whether in the public or private sector.

5. (Amended, SG No. 64/2007, SG No. 61/2014, effective 25.07.2014) "Importer" shall be any natural or legal person who or which brings a product into the territory of the European Union as part of the commercial or professional activities thereof, for the purpose of distribution of the said product within the territory of the European Union.

6. "Placing on the market" shall be the making of a product or service available to consumers, whether in return for payment or free of charge, for the first time, for the purpose of consumption or use of the said product.

7. "Packaging" shall be containers and any other devices or materials suitable for the purpose of containing and storing various products offered directly to consumers.
8. "Selling price" shall be the final price for a unit of a product or a given quantity of a product or for a service, including value added tax and all additional taxes and fees.
9. "Unit price" shall be the final price, including value added tax and all additional taxes and fees per unit of measurement of the product offered. The unit of measurement shall be: for products sold by volume, one litre or one cubic metre; for products sold by weight: one kilogram; for products sold by length: one metre; for products sold by area: one square metre.
10. "Products sold in bulk" shall be products which are not pre-packaged and are measured in the presence of the consumer.
11. "Auction" shall be a procedure for arrangement of the sale of products where the persons who have expressed interest in the product are afforded the opportunity to inspect it and to offer a price.
12. (Amended, SG No. 59/2006, SG No. 61/2014, effective 25.07.2014) "Financial service" shall be any service of a banking, credit, insurance, personal pension, investment or payment nature.
13. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 20/2022, effective 28.05.2022) "Good" shall have the meaning assigned to this term in Item 18 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
14. "Service" shall be any physical or intellectual activity which is performed independently, is intended for another person, and whose principal object is not the transfer of possession of a property item.
15. "Serious risk" shall be any serious risk, including those the effects of which are not immediate, to the health and safety of consumers, which requires rapid intervention by the control authorities.
16. "Recall" shall be any measure aimed at achieving the return of a dangerous product that has already been supplied or made available to consumers by a producer or distributor.
17. "Withdrawal" shall be any measure aimed at preventing the distribution, display and offer of a product dangerous to consumers.
18. "Professional secrecy" shall be any information which the control authorities acquire for the purposes of safety control or in connection with the said control and whose disclosure may jeopardize the commercial interest or reputation of the producer, distributor, service provider or of a third party. Professional secrecy shall not constitute an official secret within the meaning given by the Classified Information Protection Act.
19. "Injured person" shall be any natural person who has suffered damage to property due to a defective product.
20. "Putting into circulation" shall be the making of a product available, whether in return for payment or free of charge, for the first time, to a supplier or trader, whereupon the said product proceeds from the stage of production or import to the stage of distribution in the supply chain, including storage of the product for the purpose of sale or distribution.
21. "Repeated violation" shall be any violation which is committed within one year after the entry into effect of a penalty decree whereby a sanction was imposed for a violation of the same kind.
22. (New, SG No. 53/2006, effective 1.01.2007) "Qualified entity" shall be any organization which, being constituted according to the national law of a Member State of the European Union to protect the collective interests of consumers, has a legitimate interest in bringing an action for cessation or for prohibition of any actions or commercial practices which infringe on the collective interests of consumers.
23. (New, SG No. 64/2007) "Commercial practice" shall be any action, omission, course of conduct, commercial representation or commercial communication including advertising and marketing, by a trader to a consumer, which is directly connected with the promotion, sale or supply of a product or the provision of a service to consumers.
24. (New, SG No. 64/2007) "Very limited time" shall be the period specified in Article 66 (1) herein.
25. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) "Material distortion of the economic behaviour of consumers" shall be the use of a commercial practice to appreciably

impair the consumer's ability to make an informed decision that leads to the taking of a transactional decision that the said consumer would not have taken without use of the said commercial practice.

26. (New, SG No. 64/2007) "Code of good practice" shall be an agreement or set of rules which does not arise from the statutory instruments and which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or in relation to one or more economic activities.

27. (New, SG No. 64/2007) "Code owner" shall be a trader which is responsible for the formulation and revision of a code of good practice and/or for monitoring compliance with the code by the persons who have undertaken to be bound by the requirements of the said code.

28. (New, SG No. 64/2007) "Professional diligence" shall be the standard of special skill and care which a trader may be expected to possess and exercise towards a consumer, commensurate with honest market practices and/or the principle of good faith in the trader's field of activity.

29. (New, SG No. 64/2007) "Invitation to purchase" shall be a commercial communication which indicates characteristics of the product or service and the price thereof in a way appropriate to the means of the commercial communication used and which enables the consumer to make a purchase.

30. (New, SG No. 64/2007, amended, SG No. 61/2014, effective 25.07.2014) "Undue influence" shall be exploiting a position of power in relation to the consumer so as to apply pressure on the consumer, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision.

31. (New, SG No. 64/2007) "Transactional decision" shall be any decision taken by a consumer concerning whether, how and on what terms to purchase a product or a service, to make payment in whole or in part for a product, to retain or dispose of a product, or to exercise a contractual right in relation to the product or service, regardless of whether the consumer decides to act or to refrain from acting.

32. (New, SG No. 18/2011, supplemented, SG No. 61/2014, effective 25.07.2014) "Durable medium" shall be any medium which enables the consumer or the trader to store information addressed personally to him, which allows the easy use of the said information 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. Such media are, for example, paper, USB sticks, CD-ROMs, DVDs, memory cards or the hard disks of computers, electronic mails and other such. Internet sites which fulfil the following criteria shall likewise qualify as a durable medium: the site must enable the user to store the information received, the information must be accessible a sufficiently long period of time, and the trader who or which provided the information must be unable to change it.

33. (New, SG No. 61/2014, effective 25.07.2014) "Goods made to the consumer's specifications" shall be non-prefabricated goods made on the basis of an individual choice of or decision by the consumer.

34. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) "Sales contract" shall be any contract under which the trader transfers or undertakes to transfer the ownership of goods to the consumer, including any contract having as its object both goods and services.

35. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) "Service contract" shall be any contract other under which the trader supplies or undertakes to supply a service, including a digital service, to the consumer.

36. (New, SG No. 61/2014, effective 25.07.2014) "Ancillary contract" shall be a 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.

37. (New, SG No. 61/2014, effective 25.07.2014) "Business premises" shall be immovable retail premises where the trader carries out his, her or its activity on a permanent basis, or any movable retail premises where the trader carries out his, her of its activity on a usual basis.

38. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) "Digital content" shall have the meaning assigned to this term in Item 1 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
39. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) "Functionality of digital content or digital service" shall have the meaning assigned to this term in Item 12 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
40. (New, SG No. 61/2014, effective 25.07.2014, amended, SG No. 20/2022, effective 28.05.2022) "Interoperability of digital content or digital service" shall have the meaning assigned to this term in Item 13 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
41. (New, SG No. 61/2014, effective 25.07.2014) "Means of distance communication" shall be any means which, without the simultaneous physical presence of the trader and the consumer, can be used for the conclusion of a contract between the parties, such as addressed and unaddressed printed matter, standard letter, press advertising with order form, catalogue, telephone (with or without human intervention), radio, television, videophone, videotex, SMS message, computer, electronic mail, Internet, facsimile machine, mail order.
42. (New, SG No. 61/2014, effective 25.07.2014) "Public auction" shall be a method of sale where goods or services are offered by the trader to consumer, 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.
43. (New, SG No. 61/2014, effective 25.07.2014) "Means of payment" shall be a personalized device and/or set of procedures agreed between the payment service user and the payment service provider and used by the payment service user in order to initiate a payment order.
44. (New, SG No. 57/2015) "Habitual residence" shall be the concept determined in accordance with Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
45. (New, SG No. 57/2015) "Alternative dispute resolution procedure for consumer disputes" shall be a procedure for out-of-court resolution of consumer disputes complying with the requirements set out in this Act and carried out by a consumer alternative dispute resolution entity.
46. (New, SG No. 13/2020, effective 14.02.2020, amended, SG No. 20/2022, effective 28.05.2022) "Online marketplace" shall be a service using software, including an Internet site, part of an Internet site or an application, operated by or on behalf of a trader which allows consumers to conclude distance contracts with other traders or consumers.
47. (New, SG No. 20/2022, effective 28.05.2022) "Compatibility of digital content or digital service" shall have the meaning assigned to this term in Item 10 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
48. (New, SG No. 20/2022, effective 28.05.2022) "Provider of an online marketplace" shall be any trader which provides an online marketplace to consumers.
49. (New, SG No. 20/2022, effective 28.05.2022) "Digital service" shall have the meaning assigned to this term in Item 2 of § 6 of the Supplementary Provisions of the Act on the Supply of Digital Content and Digital Services and the Sale of Goods.
50. (New, SG No. 20/2022, effective 28.05.2022) "Ranking" shall be the relative prominence given to products covered by Section III of Chapter Four herein, as presented, organised or communicated by the trader, irrespective of the technological means used for such presentation, organization or communication, including resulting from the use of algorithmic sequencing, rating or review mechanisms, visual highlights, or other saliency tools, or combinations thereof.
51. (New, SG No. 20/2022, effective 28.05.2022) "Widespread infringement" shall have the meaning assigned to this term in point (3) of Article 3 of Regulation (EU) 2017/2394.
52. (New, SG No. 20/2022, effective 28.05.2022) "Widespread infringement with a Union dimension" shall have the meaning assigned to this term in point (4) of Article 3 of Regulation (EU) 2017/2394.

53. (New, SG No. 20/2022, effective 28.05.2022) "Personal data" shall be personal data within the meaning given by point (1) of Article 4 of Regulation (EU) 2016/679.

§ 13a. (New, SG No. 64/2007) This Act transposes the provisions of:

1. Directive 98/6/EC of the European Parliament and of the Council on consumer protection in the indication of the prices of products offered to consumers;
2. (Repealed, SG No. 102/2008, new, SG No. 20/2022, effective 28.05.2022) Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules (OJ L 328/7 of 18 December 2019);
3. (Repealed, SG No. 61/2014, effective 25.07.2014);
4. (Amended, SG No. 61/2014, effective 25.07.2014) 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;
5. (Repealed, SG No. 61/2014, effective 25.07.2014);
6. Directive 2001/95/EC of the European Parliament and of the Council on general product safety;
7. (Repealed, SG No. 23/2021, effective 1.01.2022);
8. Council Directive 85/374/EEC on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products;
9. Council Directive 93/13/EEC on unfair terms in consumer contracts;
10. (Amended, SG No. 18/2011) 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;
11. Directive 98/27/EC of the European Parliament and of the Council on injunctions for the protection of consumers' interests;
12. 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, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No. 2006/2004 of the European Parliament and of the Council;
13. (New, SG No. 57/2015) Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR).

TRANSITIONAL AND FINAL PROVISIONS

§ 14. The Consumer Protection and Rules of Trade Act (promulgated in the State Gazette No. 30 of 1999; amended in No. 17 and 19 of 2003, No. 42 of 2005) is hereby superseded.

§ 15. Any pending court proceedings for the prohibition or cessation of the distribution of misleading or unfair advertising shall be concluded according to the hitherto effective procedure.

§ 16. Any pending court proceedings instituted in pursuance of Article 51 of the Consumer Protection and Rules of Trade Act as superseded shall be concluded according to the hitherto effective procedure.

§ 17. The provisions of this Act shall apply in respect of any limitation periods which have begun to run under the Consumer Protection and Rules of Trade Act, except where expiry of the period under the Act as superseded requires a longer period than the period provided for in this Act.

§ 18. (1) The Council of Ministers shall adopt the ordinances covered under Articles 12, 79 and 99 herein within six months after the promulgation of this Act in the State Gazette.

(2) Until the adoption of the ordinances referred to in Article 12 herein, the statutory instruments of secondary legislation issued for application of Article 7 of the Consumer Protection and Rules of Trade Act as superseded shall apply insofar as they are not contrary to this Act.

§ 19. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The Minister of Economy and Industry shall cause the publication of the statutory instruments for the application of this Act within six months after the promulgation of this Act in the State Gazette.

§ 20. (1) The Trade and Consumer Protection Commission, which existed prior to the entry of this Act into force, shall retain the status thereof under the designation "Commission for Consumer Protection".

(2) The Rules of Organization of the Trade and Consumer Protection Commission shall be brought into conformity with the requirements of this Act within one month after the entry into force of this Act.

§ 21. In the Code of Civil Procedure (promulgated in the Transactions of the Presidium of the National Assembly No. 12 of 1952; amended in No. 92 of 1952, No. 89 of 1953, No. 90 of 1955, No. 90 of 1956, No. 90 of 1958, No. 50 and 90 of 1961; corrected in No. 99 of 1961; amended in the State Gazette No. 1 of 1963, No. 23 of 1968, No. 27 of 1973, No. 89 of 1976, No. 36 of 1979, No. 28 of 1983, No. 41 of 1985, No. 27 of 1986, No. 55 of 1987, No. 60 of 1988, No. 31 and 38 of 1989, No. 31 of 1990, No. 62 of 1991, No. 55 of 1992, No. 61 and 93 of 1993, No. 87 of 1995, No. 12, 26, 37, 44 and 104 of 1996, Nos. 43, 55 and 124 of 1997, No. 21, 59, 70 and 73 of 1998, No. 64 and 103 of 1999, Nos. 36, 85 and 92 of 2000, No. 25 of 2001, Nos. 105 and 113 of 2002, Nos. 58 and 84 of 2003, No. 28 and 36 of 2004, No. 38, 42, 43, 79 and 86 of 2005), in Article 126a (1) there shall be added the following new Littera (s):

"(s) on actions under Article 186 of the Consumer Protection Act."

§ 22. The Foodstuffs Act (promulgated in the State Gazette No. 90 of 1999; amended in No. 102 of 2003, No. 70 of 2004, No. 87 of 2005) shall be amended as follows:

1. In Article 4, the words "and to products imitating foodstuffs" shall be deleted.

2. In Article 34 (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 23. In the Postal Services Act (promulgated in the State Gazette No. 64 of 2000; amended in No. 112 of 2001, No. 45 and 76 of 2002, No. 26 of 2003, No. 19 and 88 of 2005), in Article 66 (1), the words "in pursuance of Article 59 (3) of the Consumer Protection and Rules of Trade Act" shall be deleted.

§ 24. In the Skilled Crafts Act (promulgated in the State Gazette No. 42 of 2001; amended in No. 112 of 2001, No. 56 of 2002), in Article 5 (2) and Article 6, the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 25. In the Wine and Spirits Act (promulgated in the State Gazette No. 86/1999; amended in No. 56/2002, No. 16, 108 and 113/2004), in Article 79 (1), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 26. The Funds Transfers, Electronic Payment Instruments and Payment Systems Act (promulgated in the State Gazette No. 31 of 2005) shall be amended as follows:

1. In Article 16 (4), the words "the Consumer Protection and Rules of Trade Act" shall be replaced by "the Consumer Protection Act".

2. In Article 69 and Article 70 (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 27. The Tourism Act (promulgated in the State Gazette No. 56 of 2002; amended in No. 119 and 120 of 2002, No. 39 of 2004, No. 28, 39 and 94 of 2005) shall be amended as follows:

1. In Article 31, the words "unfair terms within the meaning given by Article 35 of the Consumer Protection and Rules of Trade Act" shall be replaced by "unfair terms within the meaning given by Article 143 of the Consumer Protection Act".

2. In Article 59 (3), Item 2 of Article 64 (1), Article 64b (1), (2) and (4), and Article 87 (1) and (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 28. In the Human Medicinal Drugs and Pharmacies Act (promulgated in the State Gazette No. 36 of 1955, modified by Constitutional Court Judgment No. 10 of 1996, promulgated in No. 61 of 1996; amended in No. 38 of 1998, No. 30 of 1999, No. 10 of 2000, modified by Constitutional Court Judgment No. 3 of 2000, promulgated in No. 37 of 2000; amended in No. 59 of 2000, modified by Constitutional Court Judgment No. 7 of 2000, promulgated in No. 78 of 2000; amended in No. 41 of 2001, No. 107 and 120 of 2002; corrected in No. 2 of 2003; amended in No. 56, 71 and 112 of 2003, No. 70 and 111 of 2004, No. 37, 76, 85 and 87 of 2005), in Article 112 (2) and (3), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 29. In the Telecommunications Act (promulgated in the State Gazette No. 88 of 2003; amended in No. 19, 77, 88 and 95 of 2005), in Article 152 and Article 215 (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 30. In the Genetically Modified Organisms Act (promulgated in the State Gazette No. 27 of 2005; amended in No. 88 of 2005), in Item 1 (g) of Article 7 (5), Article 111, Article 112 (2), Article 115 (1) and Article 143 (4) and (6), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 31. In the Tobacco and Tobacco Products Act (promulgated in the State Gazette No. 101 of 1993; amended in No. 19 of 1994, No. 110 of 1996, No. 153 of 1998, No. 113 of 1999, No. 33 and 102 of 2000, No. 110 of 2001, No. 20 of 2003, No. 57 and 70 of 2004, No. 91 and 95 of 2005), in Item 6 of Article 52 (1) and in Article 52a (1), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 32. In the Road Traffic Act (promulgated in the State Gazette No. 20 of 1999; amended in No. 1 of 2000, No. 43, 45 and 76 of 2002, No. 16 and 22 of 2003, No. 6, 70, 85 and 115 of 2004, No. 79 and 92 of 2005), in Article 166a (1), Article 166b (2) and (3) and Article 173a (1) and (2), the words "the Trade and Consumer Protection Commission" shall be replaced by "the Commission for Consumer Protection".

§ 33. In the Measurements Act (promulgated in the State Gazette No. 46 of 2002; amended in No. 88 and 95 of 2005), in Article 75 (2), the words "the Consumer Protection and Rules of Trade Act" shall be replaced by "the Consumer Protection Act".

§ 34. (Amended and supplemented, SG No. 53/2006, amended, SG No. 59/2006, effective 21.07.2006, amended, SG No. 105/2006) This Act shall enter in force six months after the promulgation thereof in the State Gazette, with the exception of Article 3 (3), Article 68a, Articles 159, Article 160, Article 164, paragraph 1, subparagraph 7, paragraphs 2 and 3, Article 186, paragraph 1 and paragraph 2, subparagraph 9, Articles 186a, 186b and § 13, subparagraph 22 herein, which shall enter into force as from the date of the accession of the Republic of Bulgaria to the European Union.

§ 35. (Amended, SG No. 61/2014, effective 25.07.2014, SG No. 14/2015, SG No. 20/2022, effective 28.05.2022) The implementation of this Act shall be entrusted to the Minister of Economy and Industry.

This Act was passed by the 40th National Assembly on the 24th day of November 2005 and the Official Seal of the National Assembly has been affixed thereto.

TRANSITIONAL AND FINAL PROVISIONS
of the Administrative Procedure Code
(SG No. 30/2006, effective 12.07.2006)

.....

§ 55. Everywhere in the Consumer Protection Act (promulgated, State Gazette No. 99/2005) the words "the Administrative Procedure Act" shall be replaced by "the Administrative Procedure Code".

TRANSITIONAL AND FINAL PROVISIONS

to the Credit Institutions Act

(SG No. 59/2006, effective 1.01.2007)

.....
§ 36. This Act shall enter into force as from the day of entry into force of the Treaty concerning the Accession of the Republic of Bulgaria to the European Union, with the exception of Item 2 of § 35 herein, which shall enter into force as from the day of promulgation of this Act in the State Gazette.

ACT to Amend and Supplement the Consumer Protection Act

(SG No. 64/2007, effective 8.09.2007)

.....
Supplementary Provision

§ 38. In the Act, the abbreviation "EU" in the titles of the acts of the European Union shall be replaced passim by "EC".

Transitional and Final Provisions

§ 39. The Rules of Organization of the Commission for Consumer Protection shall be brought into conformity with the requirements of this Act within one month after the entry into force of the said Act.

§ 40. Any proceedings under Article 39 of the Consumer Protection Act pending upon the entry into force of this Act shall be completed according to the hitherto effective procedure.

.....
§ 42. Any proceedings under Article 32 (1), (3) and (4), Article 33 and Article 34 (3) and (4) of the Protection of Competition Act, pending before the Commission on Protection of Competition upon the entry into force of this Act, shall be completed according to the hitherto effective procedure.

§ 43. This Act shall enter into force one month after the promulgation thereof in the State Gazette.

TRANSITIONAL AND FINAL PROVISIONS

to the Judiciary System Act

(SG No. 64/2007)

.....
§ 24. In the Consumer Protection Act (promulgated in the State Gazette No. 99/2005; amended in No. 30, 51, 53, 59, 105 and 108 of 2006, No. 31, 41 and 59 of 2007), in Article 226 (2), the words "Article 201" shall be replaced by "Article 405".

TRANSITIONAL AND FINAL PROVISIONS

to the Act to Amend and Supplement the Tourism Act

(SG No. 82/2009, effective 16.10.2009)

.....
§ 30. In the Consumer Protection Act (promulgated, SG No. 99/2005; amended, No. 30/2006, No. 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008 and No. 23 and 42/2009) everywhere the words "the Minister of Economy and Energy", "Minister of Economy and Energy" and "Ministry of Economy and Energy" shall be replaced respectively by "the Minister of Economy, Energy and Tourism", "Minister of Economy, Energy and Tourism" and "Ministry of Economy, Energy and Tourism".
.....

TRANSITIONAL AND FINAL PROVISIONS

to the Consumer Credit Act
(SG No. 18/2010, effective 12.05.2010)

.....
§ 4. The pending proceedings with the Commission for Consumer Protection under the repealed Credit Consumer Act, which existed at the time of entering of this Act into force, shall be completed in accordance with the previous procedure.

.....
§ 6. In Article 186, paragraph 2, sub-paragraph 9 of the Consumer Credit Act (promulgated, SG No. 99/2005; amended, No. 30, 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008 and No. 23, 42 and 82/2009) letter "c" shall be amended as follows:

.....
§ 7. The Structural Regulations of the Commission for Consumer Protection shall be brought into line with the requirements of this Act within one month of its entry into force.

.....
§ 9. This Act enters into force on 12 May 2010.

TRANSITIONAL AND FINAL PROVISIONS

to the Act Amending and Supplementing
the Privatization and Post-Privatization Control Act
(SG No. 18/2010, effective 5.03.2010)

.....
§ 31. In the Consumer Protection Act (promulgated, SG No. 99/2005; amended, No. 30/2006, No. 51, 53, 59, 105 and 108/2006, No. 31, 41, 59 and 64/2007, No. 36 and 102/2008 and No. 23, 42 and 82/2009) in Article 165, paragraph 2, the word "five" shall be replaced with "three".

.....
§ 36. This Act enters into force on the day of its promulgation in State Gazette.

FINAL PROVISION

to the Act to Amend and Supplement the Consumer Protection Act
(SG No. 18/2011)

§ 54. The provisions of Item 2 of § 40 and § 46 herein shall enter into force as from the 1st day of November 2012.

TRANSITIONAL AND FINAL PROVISIONS

to the Act to Amend and Supplement the Civil Servants Act
(SG No. 38/2012, effective 1.07.2012)

.....
§ 84. (Effective 18.05.2012 - SG No. 38/2012) Within one month after the promulgation of this Act in the State Gazette:

1. the Council of Ministers shall bring the Classifier of Positions in the Administration into conformity with this Act;
2. the competent authorities shall bring the organic acts of the respective administration into conformity with this Act.

§ 85. (1) The legal relationships with the persons of the administrations under the Radio and Television Act, the Independent Financial Audit Act, the Electronic Communications Act, the Financial Supervision Commission Act, the Access to and Disclosure of the Documents and Announcing the Affiliation of Bulgarian Citizens with the State Security Service and the Intelligence Services of the Bulgarian Popular Army Act, the Criminal Assets Forfeiture Act, the Conflict of Interest Prevention and Ascertainment Act, the Social Insurance Code, the Health Insurance Act, the Agricultural Producers Support Act and the Roads Act shall be settled under the

terms established by § 36 of the Transitional and Final Provisions of the Act to Amend and Supplement the Civil Servants Act (SG No. 24 of 2006).

(2) The act on appointment of the civil servant shall:

1. award the lowest rank designated in the Classifier of Positions in the Administration for occupation of the position, unless the servant holds a higher rank;
2. fix an individual monthly basic salary.

(3) The additional resources required for social and health insurance contributions of the persons referred to in Paragraph (2) shall be provided within the limits of the expenditures on salaries, remunerations and compulsory social and health insurance contributions under the budgets of the spending units concerned.

(4) The Council of Ministers shall effect the requisite modifications under the off-budget account of State Fund Agriculture arising from this Act.

(5) The governing bodies of the National Social Security Institute and of the National Health Insurance Fund shall effect the requisite modifications under the respective budgets arising from this Act.

(6) Any unused leaves under the employment relationships shall be retained and shall not be compensated by cash compensations.

§ 86. (1) Within one month after the entry into force of this Act, the individual monthly basic salary of the servant shall be fixed in such a way that the said salary, net of the tax due and the compulsory social and health insurance contributions for the account of the insured person, if they were due, would not be lower than the gross monthly salary received theretofore, net of the compulsory social and health insurance contributions for the account of the insured person, if they were due, and the tax due.

(2) The gross salary referred to in Paragraph (1) shall include:

1. the monthly basic salary or the monthly basic remuneration;
2. supplementary remunerations which are paid constantly together with the monthly basic salary or monthly basic remuneration due and which are contingent solely on the time worked.

§ 87. This Act shall enter into force as from the 1st day of July 2012 with the exception of § 84 herein, which shall enter into force as from the day of promulgation of the Act in the State Gazette.

ACT to Amend and Supplement the Consumer Protection Act
(SG No. 61/2014, effective 25.07.2014)

.....
§ 84. In the rest of the texts of the Act, the words "the Ministry of Economy, Energy and Tourism" and "the Minister of Economy, Energy and Tourism" shall be replaced by "the Ministry of Economy and Energy" and "the Minister of Economy and Energy", respectively.

Transitional and Final Provisions

§ 85. Any pending court proceedings, instituted until the 13th day of June 2014 in pursuance of Articles 46, 52 and 59 [of the Consumer Protection Act], shall be completed according to the hitherto effective procedure.

.....
TRANSITIONAL AND CONCLUDING PROVISIONS

to the Act to Amend the Act on the Prohibition of Chemical Weapons
and on Control of Toxic Chemicals and the Precursors thereof
(SG No. 14/2015)

.....
§ 15. In the Consumer Protection Act (promulgated in the State Gazette No. 99 of 2005; amended in Nos. 30, 51, 53, 59, 105 and 108 of 2006, Nos. 31, 41, 59 and 64 of 2007, Nos. 36 and 102 of 2008 and Nos. 23, 42 and 82 of 2009, Nos. 15, 18 and 97 of 2010, No. 18 of 2011, Nos. 38 and 56 of 2012, Nos. 15, 27 and 30 of 2013, and No. 61 of 2014) everywhere in the text the words "the

Ministry of Economy and Energy", "Minister of Economy and Energy", and "Deputy Minister of Economy and Energy" shall be replaced by "the Ministry of Economy", "Minister of Economy", and "Deputy Minister of Economy", respectively.

.....

TRANSITIONAL AND FINAL PROVISIONS

to the Act to Amend and Supplement the Consumer Protection Act

(SG No. 57/2015)

§ 28. Any procedures pending before the conciliation committees, instituted prior to the entry into force of this Act, shall be completed according to the hitherto effective procedure.

§ 29. By the 9th day of July 2018, and every four years thereafter, the Minister of Economy shall provide the European Commission with a report on the development and functioning of ADR entities.

.....

TRANSITIONAL AND FINAL PROVISIONS

to the Act to Amend and Supplement the Protection Against the Harmful Impact of Chemical Substances and Mixtures Act

(SG No. 102/2015)

§ 32. (1) Authorizations for making available on the market of biocidal products issued prior to the entry into force of this Act pursuant to Article 19d (1) as hereby repealed shall remain valid until the expiry of the period for which they were granted, subject to compliance with the conditions for authorization.

(2) The persons holding authorizations other than those referred to in Paragraph (1) shall, within one month of the entry into force of this Act, submit to the Ministry of Health documents proving that the supplier of the active substances or of the biocidal product is included in the European Chemicals Agency list under Article 95 (1) of Regulation (EU) No. 528/2012 for the product-types to which the biocidal product belongs, such as letters of access within the meaning given by Article 3 (1) (t) of that Regulation, contracts, invoices, etc.

(3) If within one month of the entry into force of this Act the persons other than those referred to in Paragraph (1) fail to submit the documents referred to in Paragraph (2) or if the documents submitted do not prove that the supplier of the active substances or of the biocidal product is included in the European Chemicals Agency list under Article 95 (1) of Regulation (EU) No. 528/2012, the Minister of Health shall cancel the authorization for making available on the market of a biocidal product.

(4) Authorizations for making available on the market of biocidal products issued prior to the entry into force of this Act other than those referred to in Paragraph (1), for which the documents referred to in Paragraph (2) have been submitted shall remain valid until the expiry of the period for which they were granted, subject to compliance with the conditions for authorization.

§ 33. (1) The persons holding authorizations for making available on the market of biocidal products constituting mixtures within the meaning given by Regulation (EC) No. 1272/2008 (CLP) and classified in accordance with the requirements of the ordinance referred to in Article 5 (2) prior to the entry into force of this Act shall submit to the Ministry of Health an application for amendment of the authorization no later than 1 June 2017, attaching the following thereto:

1. proposal for classification and labelling of the biocidal product pursuant to Regulation (EC) No. 1272/2008 (CLP);
2. summary of the reasons for the proposed classification and labelling of the biocidal product, including the methods, data, calculations, criteria, etc. used;
3. documents confirming all data about the chemical constituents and the biocidal product stated in the summary, including test records, safety data sheets under Annex II to Regulation (EC) No. 1907/2006, etc.;

4. declaration that the chemical composition and all other data relating to the biocidal product are identical to the chemical composition and data on the basis of which the first authorization was granted;

5. design of the label of the biocidal product in Bulgarian;

6. safety data sheet of the biocidal product in Bulgarian in accordance with the requirements of Annex II to Regulation (EC) No. 1907/2006.

(2) The documents referred to in Paragraph (1) shall be submitted in Bulgarian: one copy on paper and three copies in electronic form, accompanied by a declaration that the information submitted on paper is identical to the information submitted in electronic form.

(3) Authorizations issued prior to the entry into force of this Act for which applications for amendment have been submitted within the time limit referred to in Paragraph (1), shall remain valid, subject to compliance with the conditions for authorization.

(4) The Minister of Health shall cancel the authorizations issued prior to the entry into force this Act for which applications for amendment were not submitted within the time limit referred to in Paragraph (1).

(5) The Minister of Health shall review the authorizations granted under Paragraph (1) in the cases referred to and following the procedure referred to in Article 18d.

§ 34. The provisions of Article 18i (2) shall apply after the necessary technical and organizational conditions have been created.

§ 35. Within three months of the entry into force of this Act the Council of Ministers shall bring the ordinance referred to in Article 21e (1) into compliance with it.

ACT to Amend and Supplement the Consumer Protection Act
(SG No. 13/2020, effective 14.02.2020)

.....
Supplementary Provision

§ 42. This Act provides for measures for the implementation of Regulation (EC) No. 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No. 2006/2004.

Final Provisions

.....
§ 44. This Act shall enter into force as from the day of promulgation thereof in the State Gazette with the exception of § 2, 3 and 4 herein, which shall enter into force as from the 1st day of September 2020.

TRANSITIONAL AND FINAL PROVISIONS

to the Act on the Supply of Digital Content and Digital Services and the Sale of Goods
(SG No. 23/2021, effective 1.01.2022)

.....
§ 9. Any pending court proceedings in cases instituted under Chapter Five, Section II "Guarantee for Consumer Goods" and Section III "Complaints" of the Consumer Protection Act shall be completed in accordance with this Act.

§ 10. The Rules of Organization of the Commission for Consumer Protection shall be brought into conformity with the requirements of the Act within one month after the entry into force of the said Act.

.....
ACT to Amend and Supplement the Consumer Protection Act
(SG No. 20/2022, effective 28.05.2022)

§ 38. In the rest of the texts of the Act, the words "the Minister of Economy" and "the Ministry of Economy" shall be replaced by "the Minister of Economy and Industry" and "the Ministry of Economy and Industry", respectively, and the words "the Minister of Economy" shall be replaced passim by "the Minister of Economy and Industry".

Transitional and Final Provisions

§ 39. Any unconcluded court proceedings in cases instituted until the 27th day of May 2022 according to the procedure established by Section IV of Chapter Two, Chapter Four and Chapter Six [of the Consumer Protection Act] shall be completed according to the hitherto effective procedure.

§ 40. This Act shall enter into force as from the 28th day of May 2022 with the exception of Item 1 of § 2 and Item 2 of § 35 herein, which shall enter into force as from the day of the promulgation thereof in the State Gazette.

Annex 1

to Item 1 of Article 156
(New, SG No. 18/2011,
amended, SG No. 30/2013,
effective 26.03.2013)

Standard Information Form for Timeshare Contracts

Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;
2. short description of the product, e.g. description of the immovable property;
 - 2.1. exact nature and content of the right/rights under the timeshare contract;
3. period within which the consumer may exercise his or her right to use property on a timeshare basis and information on the duration of the period within which the consumer may exercise the said right;
 - 3.1. date on which the consumer may start to exercise his or her right under the timeshare contract;
 - 3.2. (amended, SG No. 30/2013, effective 26.03.2013) where the contract concerns a specific property under construction, indicate the date when the supplementary tourist accommodation will be completed and the date when the services, facilities or equipment will be completed and/or made available to the consumer;
4. the price to be paid by the consumer for acquiring a right to use property on a timeshare basis;
 - 4.1. information on additional obligatory costs imposed under the timeshare contract; type of costs and indication of the amounts due, e.g. annual fees, other recurrent fees, special levies, local taxes;
5. information about key services available to the consumer, e.g.: electricity, water, maintenance, refuse collection, and an indication of the amount to be paid by the consumer for the use of such services;
 - 5.1. information about the common facilities and equipment available to the consumer, e.g. swimming pool, sauna etc.;
 - 5.2. information on whether the common facilities and equipment are included in the costs of provision of key services under Point 5;

- 5.3. where the common facilities and equipment are not included in the costs of provision of key services under Point 5, specify what is included and what has to be paid for;
6. whether or not it is possible for the consumer to join a scheme for the exchange of a right to use property on a timeshare basis;
- 6.1. where it is possible for the consumer to join a scheme for the exchange of a right to use property on a timeshare basis, specify the name of the exchange scheme;
- 6.2. information about the costs to the consumer for membership in use of a property on a timeshare basis or in the exchange scheme;
7. information on whether the trader has signed a code of good commercial practice and, if yes, where it can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the timeshare contract without giving any reason within 14 calendar days reckoned from the date of:
 - (a) the conclusion of the contract, or
 - (b) the conclusion of any binding preliminary contract, or
 - (c) the receipt of those contracts if that takes place later;
2. during the withdrawal period, any advance payment by the consumer is prohibited;
3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;
4. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;
5. in accordance with international private law, the timeshare contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired

1.1. information regarding the conditions for the exercise of the right to use property on a timeshare basis within the territory of the Member State or Member States of the European Union in which the property/properties concerned is/are situated; information on whether those conditions have been fulfilled, as well as information on what conditions remain to be fulfilled;

1.2. (amended, SG No. 30/2013, effective 26.03.2013) information on any restriction on the consumer's ability to use any of supplementary tourist accommodations, where the contract provides the consumer a right to select from a pool of collective tourist accommodation establishments or supplementary tourist accommodations.

2. Information on the properties

2.1. where the contract concerns a specific immovable property, an accurate and detailed description of the immovable property and its location;

2.2. where the contract concerns a number of properties, an appropriate description of the various properties and their location;

2.3. (amended, SG No. 30/2013, effective 26.03.2013) where the contract concerns a supplementary tourist accommodation other than immovable property, an appropriate description of the supplementary tourist accommodation and its facilities;

2.4. information about the services, e.g. electricity, water, maintenance, refuse collection, to which the consumer has or will have access and under what conditions;

2.5. information about the common facilities, such as swimming pool, sauna etc., to which the consumer has or may have access and under what conditions.

3. (Amended, SG No. 30/2013, effective 26.03.2013) Where applicable, additional requirements for provision of information regarding the supplementary tourist accommodations under construction

3.1. state of completion of the collective tourist accommodation establishment or supplementary tourist accommodation and of the services rendering the property fully operational (connections of the property to the public utility infrastructure: electricity, water and sewerage, telephone), and state of completion of all facilities to which the consumer will have access;

3.2. (amended, SG No. 30/2013, effective 26.03.2013) the deadline for completion of the construction of supplementary tourist accommodation and for connecting the property to the public utility infrastructure (electricity, water and sewerage, telephone), as well as the expected deadline for the completion of any facilities to which the consumer will have access;

3.3. the number of the building permit as issued, designation and full address of the control authority exercising construction supervision;

3.4. (amended, SG No. 30/2013, effective 26.03.2013) information about guarantees furnished by the trader regarding the completion in due time of supplementary tourist accommodation or regarding reimbursement of any payments made by the consumer if the property is not completed and, where appropriate, information regarding the conditions governing the operation of such guarantees.

4. Information on the costs

4.1. an accurate and appropriate description of all costs associated with the timeshare contract;

4.2. information on how the costs referred to in Point 4.1 will be charged to the consumer and information on the procedure and manner, including when, such costs may be increased;

4.3. information on the method for the calculation of the amount of charges relating to occupation of the property;

4.4. information on the mandatory statutory charges (for example, taxes and fees) and on the administrative overheads, for example, costs of management, maintenance and repairs of the property;

4.5. (amended, SG No. 30/2013, effective 26.03.2013) where applicable, information on whether the property is encumbered by any mortgages, charges or other limited rights in rem against title to supplementary tourist accommodation and information on whether it is burdened with any other obligations.

5. Information on termination of the contract

5.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

5.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

6. Additional information

6.1. information on how maintenance and repairs of the property and its administration and management are arranged, including information on whether the consumer may influence and participate in the making of the decisions regarding these issues;

6.2. information on whether or not it is possible for the consumer to join a system for the resale of his or her right to use property on a timeshare basis;

6.3. information about the relevant system referred to in Point 6.2 and an indication of costs related to resale through the available system;

6.4. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to decisions concerning management of the property, increase of costs and handling of consumers' queries and complaints;

6.5. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Annex 2

to Item 2 of Article 156
(New, SG No. 18/2011,
amended, SG No. 30/2013,
effective 26.03.2013)

Standard Information Form for Long-Term Holiday Product Contracts

Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the product;

2.1. exact nature and content of the right/rights under the long-term holiday product contract;

3. period within which the consumer may exercise his or her right under the long-term holiday product contract and, if necessary, the duration of the period within which the consumer may exercise that right;

3.1. date on which the consumer may start to exercise his or her right under the long-term holiday product contract;

4. (amended, SG No. 30/2013, effective 26.03.2013) the price to be paid by the consumer for acquiring the right or rights under the long-term holiday product contract, including information about any recurring costs the consumer can expect to incur resulting from the right provided thereto to obtain access to the supplementary tourist accommodation, to transport or to any other type of related product or service as specified:

- (a) staggered payment schedule for the price fixed in the contract, whereupon the amount due is divided into instalments of equal value for the entire length of the contract, and information on the date on which the instalments are due to be paid;
- (b) information that after the expiry of the first year of the contract the value of the subsequent payments may be adjusted to ensure that the real value of the staggered payments is maintained, for instance to take account of inflation;
- (c) information on additional obligatory costs imposed under the long-term holiday product contract, type of costs and indication of amounts due, e.g. annual membership fees;
- 5. information about key services available to the consumer, e.g. discounted hotel stays and provision of air tickets at preferential prices;
- 5.1. information on whether the key services under the long-term holiday product contract are included in the costs referred to in Point 4 in respect of the annual fees;
- 5.2. where the key services under the contract are not included in the costs covered by the annual fee, specify what services are included and not, e.g. a three-night stay is included in the annual membership fee and any other overnight accommodation must be paid for separately;
- 6. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

- 1. the consumer has the right to withdraw from the long-term holiday product contract without giving any reason within 14 calendar days reckoned from the date of:
 - (a) the conclusion of the contract, or
 - (b) the conclusion of any binding preliminary contract, or
 - (c) the receipt of those contracts if that takes place later;
- 2. during the withdrawal period, any advance payment by the consumer is prohibited;
- 3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;
- 4. the consumer has the right to terminate the contract without incurring any compensation and/or penalty by giving notice within 14 calendar days of receiving the invitation for payment by the trader for each annual instalment;
- 5. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;
- 6. in accordance with international private law, the long-term holiday product contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired

1.1. an exact and correct description of discounts available for future bookings, accompanied by a set of examples of recent offers;

1.2. information on the restrictions on the exercise of the consumer's rights, such as limited availability or validity of offers provided on a first-come-first-served basis or time limits on discounts of the price and on special promotions of the vacation product.

2. Information on termination of the contract

2.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

2.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

3. Additional information

3.1. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

3.2. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Annex 3

to Item 3 of Article 156

(New, SG No. 18/2011)

Standard Information Form for Resale Contracts

Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the services provided, e.g. marketing;

3. duration of the resale contract;

4. information on the price to be paid by the consumer for acquiring the services under the contract;

4.1. information on additional obligatory costs imposed under the resale contract, type of costs and indication of amounts due, e.g. local taxes, notary fees, cost of advertising;

5. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the resale contract without giving any reason within 14 calendar days reckoned from the date of:

(a) the conclusion of the contract, or

(b) the conclusion of any binding preliminary contract, or

(c) the receipt of those contracts if that takes place later;

2. any advance payment by the consumer is prohibited until the actual sale has taken place or the resale contract otherwise is terminated;

3. the prohibition of advance payment referred to in Point 2 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;

4. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;

5. in accordance with international private law, the long-term holiday product contract [sic] may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. information on the conditions for terminating the contract, the consequences of termination, and information on any liability of the consumer for any costs which might result from termination of the contract;

2. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

3. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Annex 4

to Item 4 of Article 156
(New, SG No. 18/2011,
amended, SG No. 30/2013,
effective 26.03.2013)

Standard Information Form for Exchange Contracts

Part I.

1. business name, legal form of business organization, Standard Identification Code, registered office and address if a legal person, or names, Standard Public Registry Personal Number (Personal Number or Alien's Personal Number) and mailing address if a natural person of the trader/traders which will be party to the contract;

2. short description of the product;

2.1. exact nature and content of the right/rights under the exchange contract;

3. period within which the consumer may exercise his or her right under the exchange contract and, where necessary, information on the duration of the period within which the consumer may exercise the said right;

3.1. date on which the consumer may start to exercise his or her right under the exchange contract;

4. the price to be paid by the consumer for the costs of joining the exchange system;
- 4.1. information on additional obligatory costs imposed under the exchange contract; type of costs and indication of amounts due, e.g. renewal fees, other recurrent fees, special levies, local taxes;
5. information about key services available to the consumer;
- 5.1. information on whether the key services are included in the costs referred to in Point 4;
- 5.2. where the key services under the contract are not included in the costs referred to in Point 4, specify what services are included and what are not included (type of costs and indication of the value thereof, e.g. an estimate of the price to be paid for individual exchange transactions, including all additional charges);
6. information on whether the trader has signed a code of good commercial practice and, if yes, where this code can be found.

Part II. General information about the following consumer rights:

1. the consumer has the right to withdraw from the exchange contract without giving any reason within 14 calendar days reckoned from the date of:
 - (a) the conclusion of the contract, or
 - (b) the conclusion of any binding preliminary contract, or(c) the receipt of those contracts if that takes place later;
2. in cases where the exchange contract is offered together with and at the same time as a timeshare contract, only a single 14-day withdrawal period shall apply to both contracts;
3. during the withdrawal period, any advance payment by the consumer is prohibited;
4. the prohibition of advance payment referred to in Point 3 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties;
5. the consumer shall not bear any costs and obligations whatsoever other than those expressly specified in the contract;
6. in accordance with international private law, the exchange contract may be governed by a law other than the law of the Member State of the European Union in which the consumer is resident or is habitually domiciled, and that possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or is habitually domiciled.

Signature of the consumer:

Part III. Additional information to which the consumer is entitled and where it can be obtained, for instance, under which chapter of a general brochure, if not provided below:

1. Information about the rights acquired
 - 1.1. information on how the exchange system works, on the possibilities and modalities for exchange;
 - 1.2. information on the value allotted to the consumer's timeshare in the exchange system and an indication of concrete exchange possibilities;
 - 1.3. (amended, SG No. 30/2013, effective 26.03.2013) an indication of the number of supplementary tourist accommodations available, the number of members included in the exchange system, including any limitations on the availability of a particular supplementary tourist accommodation selected by

the consumer, for example, as the result of peak periods of demand, the potential need to book the use of the supplementary tourist accommodation a long time in advance, and indications of any restrictions on the choice resulting from the timeshare rights deposited into the exchange system by the consumer.

2. Information on the properties

2.1. a brief and appropriate description of the properties and their location;

2.2. (amended, SG No. 30/2013, effective 26.03.2013) where the exchange contract concerns a supplementary tourist accommodation other than immovable property, an appropriate description of the supplementary tourist accommodation and the facilities, as well as description of where the consumer can obtain further information.

3. Information on the costs

3.1. information on the obligation of the trader to provide details to the consumer before an exchange is arranged, in respect of each proposed exchange and of any additional charges for which the consumer is liable in respect of the exchange.

4. Information on termination of the contract

4.1. where appropriate, information on the arrangements for the termination of the ancillary contracts and the consequences of such termination;

4.2. information on the conditions for terminating the contract, the consequences of the termination thereof and the liability of the consumer for any costs which might result from termination of the contract.

5. Additional information

5.1. indication of the language/languages available for communication with the trader in relation to the contract, for instance in relation to the handling of consumers' queries and complaints;

5.2. where applicable, information on the existence of a possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Annex 5

to Item 5 of Article 161d

(New, SG No. 18/2011)

Separate Standard Withdrawal Form to Facilitate the Right of Withdrawal

I. Right of withdrawal

Part One of the form contains information on the following consumer rights:

1. the consumer has the right to withdraw from this contract within 14 calendar days without giving any reason;

2. the right of withdrawal starts on (to be filled in by the trader before providing the form to the consumer);

3. where the consumer has not received this form, the withdrawal period starts when the consumer has received all the information, and this period may not be longer than one year and 14 calendar days;

4. where the consumer has not received all the mandatory pre-contractual information for the respective contract, the withdrawal period starts when the consumer has received all that information, and this period may not be longer than three months and 14 calendar days;

5. to exercise his or her right of withdrawal, the consumer shall notify the trader of the decision thereof using the name and address indicated below; the notification shall be made by using a durable medium, e.g. letter sent by post or by electronic mail; to exercise his or her right of withdrawal, the consumer may alternatively use this form, but it is not obligatory;

6. where the consumer exercises his or her right of withdrawal, the consumer shall not be liable for any costs whatsoever;

7. information that in addition to the right of withdrawal, national law of the Member States of the European Union may provide for additional consumer rights, e.g. a right to terminate the contract in case of omission of information by the trader.

II. Ban on advance payment

Part Two of the form contains information on the following consumer rights:

1. during the withdrawal period any advance payment by the consumer is prohibited;

2. the prohibition of advance payment referred to in Point 1 concerns any type of consideration, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and includes not only payment to the trader, but also to third parties.

III. Notice of withdrawal

Part Three shall contain the following essential elements:

1. to (name and address of the trader)

2. the undersigned hereby give notice that I/we withdraw from the contract

3. date of conclusion of contract

4. name(s) of consumer(s)

5. address(es) of consumer(s)

6. signature(s) of consumer(s)

7. date of notification

Directions for completion of Section III

1. to be filled by the trader before providing the form to the consumer;

2. to be filled by the consumer/consumers where this form is used to withdraw from the contract; state consumer's/consumers' forename, patronymic and surname;

3. to be filled by the trader, stating the date of the conclusion of the contract;

4. to be filled by the consumer/consumers where this form is used to withdraw from the contract;

5. to be filled by the consumer/consumers where this form is used to withdraw from the contract;

6. to be filled by the consumer/consumers only where this form is used to withdraw from the contract; to be signed by the consumer/consumers only if the notification is made on paper;

7. to be filled by the consumer/consumers where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of the consumer/consumers:

Annex 6

to Item 8 of Article 47 (1)
and Article 52 (2) and (4)

(New, SG No. 61/2014, effective 25.07.2014,
amended, SG No. 20/2022, effective 28.05.2022)

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To (here the trader's business name, address and email address are to be inserted by the trader):
- I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods*/for the provision of the following service*,
- Ordered on*/received on*,
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

*Delete as appropriate.

Annex 7

to Article 47 (4)

(New, SG No. 61/2014, effective 25.07.2014,
amended, SG No. 20/2022, effective 28.05.2022)

Information concerning the exercise of the right of withdrawal

Model instructions on withdrawal:

I. Right of withdrawal from the distance contract or the off-premises contract.

II. You have the right to withdraw from this contract within 14 days without giving any reason.

III. (Amended, SG No. 20/2022, effective 28.05.2022) The withdrawal period will expire after 14 days from the date (insert the date according to the types of contract specified in Item 1 (a), (b), (c), (d) or (e) of the Instructions for completion).

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

IV. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. (in the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the case specified in Item 4 of the Instructions for completion).

In the cases where the consumer has received goods in connection with the contract (the relevant text according to Item 5 (a), (b) or (c) of the Instructions for completion may be inserted). In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating (insert the text specified in Item 6 of the Instructions for completion).

Instructions for completion:

1. Insert one of the following texts between inverted commas:
 - (a) in the case of a service contract or a contract 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: "of the conclusion of the contract.";
 - (b) in the case of a sales contract: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.";
 - (c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.";
 - (d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.";
 - (e) in the case of a contract for regular delivery of goods during a defined period of time: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.".
2. (Amended, SG No. 20/2022, effective 28.05.2022) Insert your name, address, telephone number and email address.
3. If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the contract on your website, insert the following:

"You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website (insert Internet address). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay."
4. In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following:

"We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest."
5. If the consumer has received goods in connection with the contract:
 - (a) insert:
 - "We will collect the goods" or,
 - "You shall send back the goods or hand them over to us or ... (insert the name and geographical address, where applicable, of the person authorised by you to receive the goods), without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us.The deadline is met if you send back the goods before the period of 14 days has expired.";
 - (b) insert:
 - "We will bear the cost of returning the goods.";
 - "You will have to bear the direct cost of returning the goods.";
 - If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: "You will have to bear the direct cost of returning the goods, ... BGN (insert the amount)."; or if the cost of returning the goods cannot reasonably be calculated in advance: "You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... BGN (insert the amount).", or
 - If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: "We will collect the goods at our own expense.", and,
 - (c) insert: "You are only liable for any diminished value of the goods resulting from the trying of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods."
6. In the case of a contract for the provision of services or the supply of water, gas or electricity,

where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following:

"If you requested to begin the performance of services or the supply of water/gas/electricity/district heating (delete as applicable) during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract."