

CONSUMER PROTECTION ACT

In force from 10.06.2005

*Prom. SG. 99/9 Dec 2005, amend. SG. 30/11 Apr 2006, amend. SG. 51/23 Jun 2006, amend. SG. 53/30 Jun 2006, amend. SG. 59/21 Jul 2006, amend. SG. 105/22 Dec 2006, amend. SG. 108/29 Dec 2006, amend. SG. 31/13 Apr 2007, amend. SG. 41/22 May 2007, amend. SG. 59/20 Jul 2007, amend. SG. 64/7 Aug 2007, amend. SG. 36/4 Apr 2008, amend. SG. 102/28 Nov 2008, amend. SG. 23/27 Mar 2009, amend. SG. 42/5 Jun 2009, amend. SG. 82/16 Oct 2009, amend. SG. 15/23 Feb 2010, amend. SG. 18/5 Mar 2010, amend. SG. 97/10 Dec 2010, amend. SG. 18/1 Mar 2011, amend. SG. 38/18 May 2012, suppl. SG. 56/24 Jul 2012, amend. SG. 15/15 Feb 2013, amend. SG. 27/15 Mar 2013, amend. SG. 30/26 Mar 2013, amend. SG. 61/25 Jul 2014, amend. SG. 14/20 Feb 2015, amend. and suppl. SG. 57/28 Jul 2015, amend. SG. 60/7 Aug 2015, amend. SG. 102/29 Dec 2015, amend. and suppl. SG. 59/29 Jul 2016, amend. SG. 74/20 Sep 2016, suppl. SG. 8/24 Jan 2017, amend. SG. 58/18 Jul 2017, suppl. SG. 103/28 Dec 2017, amend. SG. 7/19 Jan 2018, amend. SG. 20/6 Mar 2018, **amend. and suppl. SG. 37/4 May 2018***

Chapter one. GENERAL PROVISIONS

Art. 1. (1) This Act shall regulate the protection of the consumers, the power of the state authorities and the activity of the associations of the consumers in this sphere.

(2) The purpose of this act is to ensure the protection of the following basic rights of the consumers:

1. right of information for the commodities and services;
2. right of legal defence against risks of acquiring commodities and services, which could endanger life, health and their property;
3. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 102/08) right of legal defence of their economic interests against acquiring commodities and services because of unfair commercial practice and means of sale, unequal contractual conditions and the presentation of guarantees for the commodities;
4. right of compensation for damages caused by a defect of commodity;
5. right of access to court and out of court proceedings for settlement of consumers disputes;
6. right of knowledge of issues related to their defence;
7. right of association with the purpose of protecting their interests;
8. right of representation before the state bodies who take decisions of problems which affects the consumers;

Art. 2. The bodies of the executive power, while implementing the state's policy in the different branches and sectors of the economics, shall take into account the interests of the consumers.

Art. 3. (1) Can not be restricted the rights of the consumers provided in this act. Each agreement, which excludes or restricts in advance their rights, shall be invalid.

(2) The relinquishment of the rights, provided for the consumers by this act, shall be invalid.

(3) (*) Void shall be each clause in a contract which shows as an applicable the law of a country which is not a Member of the European Union, and which clause excludes the implementation of the provisions of this Act or the law of a Member State of the European Union.

(4) (new - SG 8/17) Any clause in a contract concluded between a merchant and a consumer, with which the parties entrust to an arbitrary court the resolution of a dispute between them, outside of the procedure for alternative resolution of consumer disputes within the meaning of this Act, shall be invalid.

Chapter two.

INFORMATION PROVIDED FOR THE CONSUMER

Section I.

General obligation to submit information

Art. 4. (amend. – SG 61/14, in force from 25.07.2014) (1) Before the consumer becomes bound by a contract or by an offer to conclude a contract, other than a distance contract or an off-premises contract, the trader shall be obligated to provide the consumer with the following information in a clear and understandable manner, unless that information is already apparent from the context or from the nature and characteristics of the good or service:

1. the main characteristics of the goods or services, in consideration of the used communication media 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 main office and the registered address, the telephone number thereof, as well as the e-mail address and the Internet site, if any;

3. the total price of the goods or services inclusive of taxes and fees, or where due to the nature of the goods or services the price cannot reasonably be calculated in advance - the manner in which the said price is calculated; where applicable, all additional costs for 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 calculated;

4. where applicable, the terms and conditions for payment, delivery, performance, the date on which the trader undertakes to deliver the goods or provide the service, and the trader's complaint handling policies shall be indicated;

5. a reminder of the existence of a legal guarantee of conformity of the goods with the sales contract and, where applicable, of the existence of after-sales services and commercial guarantees, if provided, as well as the conditions thereunder;

6. the duration of the contract, where applicable, or, in case the contract is not limited by time or includes an automatic renewal clause, the conditions for terminating the contract;

7. where applicable, the functionality, including applicable technical protection measures of digital content shall be indicated;

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

9. availability of the good or service;

10. the dangers, related to the common consumption, usage and maintenance of the commodity or the service;

11. the conditions of consumption of the commodity or the service; its influence on other commodities and services in eventual joint consumption or usage;

12. the expiry date of the good, where applicable.

(2) The information referred to in par. 1 shall form an integral part of the contract.

(3) The burden of proof of fulfillment of the obligation to provide information under par. 1 shall be on the trader.

(4) The provision of par. 1 shall also apply to contracts for the supply of water, gas or electricity, where these goods are not offered for sale in a limited volume or set quantity, as well as to contracts for central heating and for digital content which is not supplied on a storage medium.

Art. 5. The entrepreneur shall be obliged to submit the information for the commodity or the service in written form or in other suitable form which allows its perception by the consumer. The information, presented in written form, must be in Bulgarian language and must be expressed in units and

values of the International System of Units SI.

(2) (suppl. – SG 61/14, in force from 25.07.2014) The information shall be correct, full, legible, clear and comprehensible.

(3) (revoked – SG 64/07, in force from 08.09.2007)

Art. 6. The entrepreneur shall be obliged to determine specially indicated places, separated from the places of the other commodities in the trading place and to inform, in advance, in a suitable way, the consumers when he offers:

1. second-hand commodities;
2. industrial commodities with expired term of use whose sale does not create danger for the life and the health of the consumers;
3. commodities with deviations from the preliminary announced indices whose sale does not create danger for the life and the health of the consumers;
4. reduced-price commodities.

Art. 7. The entrepreneur shall not be relieved from the obligations under Art. 4 – 6 even if he/she has not received the necessary information from the provider or the producer.

Art. 8 The entrepreneur shall be obliged to place close to the entrance of the trading place the following information:

1. the company and address of management of the entrepreneur;
2. the full name of the person responsible for the place;
3. the working hours of the trading place.

(2) In case that the trading place is closed, the entrepreneur shall announce it at the place where the working hours are announced.

(3) Obligatory shall be the announced working hours for the entrepreneur.

Section II.

Labelling of the commodities

Art. 9. The entrepreneur shall be obliged to offer to the consumers commodities labelled in Bulgarian language or including Bulgarian language, except the cases, where the information under para 2 may be submitted using widespread symbols, such as pictograms and other signs that are easily comprehensible for the consumers or using designation or origin of the commodities that are generally known.

(2) The label shall obligatory contain information regarding the producer and the importer, if the commodity is imported, about the type of the commodity, its substantial characteristics, term of using and the conditions for its storing, and if necessary instruction of using.

(3) The information, that the label contains, shall be comprehensible, accessible, clear, easy for differentiation and not to be misleading.

(4) The entrepreneur shall not be allowed to remove or change the label, the marking or other information, provided by the producer or the importer if that will mislead the consumers.

(5) While offering commodities, except the labels, it may be used other means to inform the consumers, which clarify and complement the information from the label and if that is required from the ordinances under Art. 12.

Art. 10. The commodities, packed in advance, shall contain information about their quantity, which

shall be marked on the packing or on the commodity if it is not packed.

(2) The producer or the person who has packed the commodity shall be responsible for the marking of the quantity and if the commodity is imported, the importer shall be responsible for this information.

(3) When the quantity of the commodity, packed in advance, has not been marked by the producer, the importer or by the person who has packed the commodity, the entrepreneur shall be obliged to mark the quantity on the commodity, on its packing or on a sign placed in the close proximity of the commodity.

Art. 11. In case the commodity can not be labelled, the entrepreneur shall be obliged to submit to the consumer the information under Art. 9, para 2 in written form in other suitable way or to submit him/her the relevant documents.

Art. 12. The Council of Ministers shall adopt ordinances for:

1. the requirements for the different groups of commodities, their labelling and/or the methods for testing their general characteristics;
2. the commodities which imitates foods.

Section III.

Instruction for use the commodities

Art. 13. (1) The commodities, which using requires the presence of technical knowledge, the commodities, which contain dangerous substances whose using presume the presence of special skills or the observance of special requirements for safety, shall be accompanied with instruction for their using, made by the producer.

(2) The instruction for use the commodities shall contain information, which is necessary for the consumers for right and safety using and installing, connecting, maintenance, storage of the commodities. In case of need the instruction for use contains a list of component of component parts and details of the commodity.

(3) The producer, the entrepreneur and any other person who releases on the market a commodity under para 1, which is imported, shall be obliged to ensure an instruction for its using in Bulgarian language.

Art. 14. On request by the consumer and when the commodity allows that, the entrepreneur shall be obliged to show the course of action of the commodity.

Section IV.

Indication of the prices of the commodities and services

Art. 15. (1) (suppl. – SG 64/07, in force from 08.09.2007) Every entrepreneur shall place in advance, in a visible place, in the close proximity of the commodity, its selling price.

(2) The sale prices of the commodities offered by catalogues shall be indicated next to the picture or the description of the commodity.

Art. 16. The sale price and the price for unit measure of the commodities or the services shall be unambiguous, easily comprehensible, written clearly and legibly and shall not mislead the consumer.

Art. 17. In case the sale price of the commodity or the service is composed of different elements, any of them with separate sale price, the sum of the sale prices shall be written clearly and accurately as a

final price.

Art. 18. The entrepreneur may inform in advance the consumer for his/her readiness to negotiate for discount from the announced price or from some of its announced elements.

Art. 19. (1) The price of the commodity shall be indicated in levs.

(2) The price shall be announced for the respective unit of measure and the portioning if it is at different price, or for a piece.

(3) (revoked – SG 64/07, in force from 08.09.2007)

(4) (amend. – SG 61/14, in force from 25.07.2014) The sale price and the unit price shall include:

1. the value added tax (VAT) and all of the additional taxes and fees, and
2. the price of all commodities and services which shall be paid in addition by the consumer in the cases they shall be sold or provided obligatory by the entrepreneur.

(5) Prohibited shall be the announcement of different prices for one and the same kind of commodities at the trading place, except the cases under Art. 6.

Art. 20. (1) The entrepreneur shall be obliged to indicate simultaneous the sale price and the unit measure of the commodities, offered at the trading place, using labels, pricelists, signs or in other suitable way. When the type of the commodity allows putting a label, the sale price may be indicated on the label.

(2) Shall not be indicated the sale price of:

1. commodities which shall be used when providing a service;
2. commodities, sold by tender and/or by auction;
3. antiques and works of art.

(3) Shall not be announced the price for unit measure if it is identical to the sale price.

Art. 21. Every advertisement of commodities, which shows their sale price, shall show the price for unit measure as well.

Art. 22. (1) For the commodities offered in a packing, the price for quantity and the price for unit measure, shall be indicated on the packing and if it is not possible, in the close proximity of the commodity.

(2) When offering commodities packed in advance, the indicated sale price and price for unit measure shall be regarding the net weight of the commodity.

(3) In the sale of commodities, offered in one packing, the entrepreneurs may indicate only the sale price.

Art. 23. For the commodities sold in bulk, shall be indicated only the price for unit measure.

Art. 24. (1) Every entrepreneur who offers services to the consumers, shall be obliged to indicate in advance the sale price of the services, which he/she offers, using a pricelist, put in a visible place in the trading place. In cases when putting a pricelist is inconvenient because of the volume of the offered services, shall be permissible to compile a pricelist in the form of a brochure, which shall be submitted to every consumer before providing the service and with its payment.

(2) The pricelist shall be unambiguous and easy to read and comprehend.

(3) Shall not be applied the requirements under para 1 in the cases under Art. 26.

Art. 25 (1) When offering the service out of the trading place, the entrepreneur shall be obliged to inform the consumer about the price of the service.

(2) When offering the service in the trading place, the entrepreneur shall indicate the price in a comprehensible way and at a place which is easily visible out of the trading place.

Art. 26. (1) When the consumer likes to receive a service, different from the usual services offered by the entrepreneur, the entrepreneur may propose to him/her an offer, as the price shall be negotiated individually.

(2) The offer shall include:

1. the name and the address of the entrepreneur;
2. the type and the character of the service, which shall be provided, and the possible deliveries which shall be made;
3. the sale price or the price compiled on the bases of the parameters, related to the type of the service, which the consumer has been indicated;
4. the validity period of the offer.

(3) In case the offer is not free of charge, the consumer shall be informed about its price before it has been compiled.

Art. 27. (1) The sale price of the service shall be indicated in levs.

(2) The sale price of the service includes VAT and all others taxes and fees due by the consumer, as the price of all the commodities and services which shall be paid in addition by the consumer.

(3) Prohibited shall be the indication of different prices for one and the same service in the trading place. If in spite of that different prices has been indicated for one and the same service, the consumer shall pay the lower price.

Art. 28. The persons who carry out commercial activity with paid parking and garage shall be obliged to announce the prices of the parking places in a visible for the consumers place, in the close proximity to the entrance.

Art. 29. The persons who carry out commercial activity with petrol stations and gas stations shall be obliged to place signs with the prices of the offered fuels in a way that they may be seen by the drivers who are moving on the roadway at which side the petrol or gas station is built.

Art. 30. The entrepreneur shall be obliged to issue a document for the accomplished sale, which shall contain at least the information about the date of the sale, the type of the commodity or the service and the price.

Art. 31. (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy shall issue ordinances for the order of providing information for the consumers and for the indication of the prices of definite types of commodities and services.

Chapter three.

MISLEADING AND COMPARATIVE ADVERTISEMENT (TITLE AMEND. - SG 64/07, IN FORCE FROM 08.09.2007; REVOKED – SG 102/08)

Section I.
General provisions

Art. 32. (amend. – SG 64/07, in force from 08.09.2007; revoked – SG 102/08)

Art. 33. (revoked – SG 102/08)

Art. 34. (revoked – SG 102/08)

Art. 35. (revoked – SG 102/08)

Art. 36. (revoked – SG 102/08)

Art. 37. (amend. – SG 64/07, in force from 08.09.2007; revoked – SG 102/08)

Section II.
Misleading advertisement

Art. 38. (revoked – SG 102/08)

Section III.
Deceitful advertisement (revoked – SG 64/07, in force from 08.09.2007)

Art. 39. (revoked – SG 64/07, in force from 08.09.2007)

Section IV.
Comparative advertisement (revoked – SG 102/08)

Art. 40. (revoked – SG 102/08)

Art. 41. (revoked – SG 102/08)

Art. 42. (revoked – SG 102/08)

Chapter four.
TRADE PRACTICES AND MEANS OF SALE

Section I.
Off-premises contracts and distance contracts

(Title amend. SG 61/14, in force from 25.07.2014)

Art. 43. (amend. – SG 61/14, in force from 25.07.2014) The provisions of this section are intended to provide consumers' protection in case of conclusion of off-premises contracts and of distance contracts.

Art. 44. (amend. – SG 61/14, in force from 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 other than the business premises of the trader;
2. where the consumer has made an offer under 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 other than the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
4. concluded during a trip organized by the trader with the aim or effect of selling or promoting the sale of goods or services to the consumer.

Art. 45. (amend. – SG 61/14, in force from 25.07.2014) Distance 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 communication up to and including the time at which the contract is concluded.

Art. 46. (amend. – SG 61/14, in force from 25.07.2014) The provisions of Art. 4 herein and of this Section shall not apply to contracts:

1. for social services, including social accommodation, childcare and provision of support to families and persons permanently or temporarily in need, including long-term care;
2. for healthcare services provided by health professionals to patients in view of assessment, maintenance or recovery of their state of health, including prescription, implementation of medical prescriptions and provision of medicinal products and medical devices;
3. for gambling, which involve stakes with pecuniary value in games of chance, lotteries, casino games and betting transactions;
4. for financial services;
5. for acquisition or transfer of immovable property or for the creation, acquisition or transfer of limited real rights to immovable property;
6. for the construction of new buildings, substantial conversion of existing buildings and for rental of accommodation for residential purposes;
7. (amend. - SG 37/18, in force from 01.07.2018) for package travel contracts with the exception of Art. 47, para. 7 and Art. 49, para. 2, 3 and 7;
8. timeshare contracts, long-term holiday product contracts and resale and exchange contracts;
9. are concluded by a person carrying out public functions 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 careful consideration and after having understood its legal nature and meaning;
10. for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are supplied by the trader upon frequent and regular deliveries to the consumer's home, residence or workplace;
11. for passenger transport services, with the exception of the provisions of Art. 49, par. 2, Art. 62c and 62e;
12. concluded by means of automatic vending machines or automated points of sale;
13. concluded with telecommunication operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer.

Art. 47. (amend. – SG 61/14, in force from 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 obligated to provide the consumer with the following information in a clear and comprehensible manner:

1. the main characteristics of the goods or services, in consideration of the used communication medium and the nature of the goods or services;

2. the name/business name of the trader;

3. the main office and the registered address of the trader, the telephone number thereof, as well as the electronic mail address thereof and the Internet site, where available, to enable the consumer to contact the trader quickly and communicate with the trader efficiently; where applicable, the name/business name of the trader, the main office and the registered address on whose behalf the trader is acting, shall be indicated;

4. the address of the place where the trader carries out business and, where, applicable, the address of the place where the trader on whose behalf the trader is acting carries out 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 terms and conditions of payment, delivery, performance, the date on which the trader undertakes to deliver the goods or to provide the services and, where applicable, the trader's complaint handling policy;

8. where the consumer has the right to withdraw from the contract, the conditions, deadline and the procedure for exercising that right according to Art. 52, par. 1 and 2 shall be indicated; the trader shall be obligated to provide the consumer also with the standard form for exercising of the right of withdrawal according to Annex 6;

9. where applicable, the fact that the consumer has to bear the cost of returning the goods in case of exercising of the right of withdrawal shall be indicated; for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning of the goods shall be indicated;

10. that, in case the consumer exercises the right of withdrawal after having made a request under Art. 48, par. 3 or Art. 49, par. 9, the consumer shall be liable to pay the trader reasonable costs under Art. 55, par. 5 and 6;

11. where a right of withdrawal is not provided for according to Art. 57, the trader shall inform the consumer that they do not have or, where applicable, the circumstances under which the consumer loses their right of withdrawal from the contract shall be indicated;

12. a reminder of existing legal guarantee of conformity of the good with the sales contract;

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 upon trader's request, and the conditions thereunder;

18. where applicable, the functionality of digital content shall be indicated, including applicable technical protection measures,;

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

20. where applicable, the possibility of application to out-of-court dispute settlement and compensation procedures, in which the trader is involved, and the terms and conditions for access to such procedures, shall be indicated.

(2) The provisions of par. 1 shall also apply in respect of contracts for the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, as well as of contracts for central heating or for digital content which is not supplied on a data storage device.

(3) In the case of public tenders, the information referred to in par. 1, items 2 - 4 may be replaced by the respective information for the tenderer.

(4) The information referred to in par. 1, items 8 - 10 may be provided by standard instructions on exercising of the right of withdrawal according to Attachment 7. The trader shall have fulfilled the obligation to provide the information referred to in par. 1, items 8 - 10 if the trader has provided standard instructions on the exercising of the right of withdrawal to the consumer, correctly filled in.

(5) The information referred to in par. 1 shall form an integral part of the distance contract or of the off-premises contract and may not be modified unless the contracting parties expressly agree otherwise.

(6) If the trader has failed to comply with the requirements to provide information on additional charges or other costs as referred to in par. 1, item 5, or on the costs of returning the goods as referred to in par. 1, item 9, the consumer shall not be liable to cover these expenses.

(7) The information in the distance contract and in the off-premises contract shall be provided in Bulgarian language.

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

(Section II "Distance contract" deleted – SG 61/14, in force from 25.07.2014)

Art. 48. (amend. – SG 61/14, in force from 25.07.2014) (1) In case of an off-premises contract, the trader shall provide the information referred to in Art. 47, par. 1 on a hard copy or, if the consumer agrees, on another storage device. The information must be legible, drawn up in a plain and comprehensive language.

(2) The trader shall be obligated to provide the consumer with a copy of the signed contract or the confirmation of the contract on a hard copy or, if the consumer agrees, on another data storage device. In case of contracts for the supply of digital content which is not supplied on a data storage device, 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) Where a consumer wishes the provision of a service or the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, or of central heating to begin before the end of the withdrawal period for the off-premises contract referred to in Art. 50, the trader shall be obligated to require from the consumer to make an express request thereof on a durable carrier.

Art. 49. (amend. – SG 61/14, in force from 25.07.2014) In case of distance contracts, the trader shall provide the information referred to in Art. 47, par. 1 to the consumer or make that information

available to the consumer in an appropriate way depending on the means of distance communication used in a plain and comprehensive language. Where the information is provided on a durable carrier, 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 Art. 47, par. 1, items 1, 5, 15 and 16 in a clear and visible manner in immediate proximity to the button by means of which the consumer places their order. The trader shall be obligated to make sure that the consumer, when placing their order, explicitly acknowledges that the order implies an obligation to pay on their 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 payment obligation" or a corresponding unambiguous formulation indicating that placing the order entails a payment obligation on the part of the consumer.

(3) Where the trader has not complied with the requirements of par. 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 payment means are accepted.

(5) 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, on the means of communication used, prior to the conclusion of such a contract, at least the precontractual information referred to in Art. 47, par. 1, items 1, 2, 5, 8 and 15. The remaining information referred to in Art. 47, par. 1 shall be provided by the trader to the consumer in an appropriate way according to par. 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 par. 5 the trader shall, at the beginning of the conversation with the consumer, introduce themselves by their name/business name and, where appropriate, the name/business name of the person on whose behalf they make that call, as well as the business purpose of the call.

(7) Where a distance contract is concluded by telephone, the trader shall be obligated to confirm the offer made to the consumer on a durable medium. The consumer shall be bound by the offer only upon signing of the said offer or sending their written consent accepting the said offer.

(8) The trader shall provide the consumer with the confirmation of the contract concluded on a durable carrier 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 provision of the service begins. The confirmation on the part of the trader must include all the information referred to in Art. 47, par. 1 unless the trader has already provided that information to the consumer on a durable carrier prior to the conclusion of the distance contract and, regarding contracts for the supply of digital content which is not supplied on a durable carrier, 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) Where a consumer wishes the provision of services, or the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, or the supply of district heating, to begin before the end of the withdrawal period referred to in Art. 50, the trader shall be obligated to require that the consumer make an express request.

(10) The burden of proof of compliance with the requirements of par. 1 - 9 shall be on the trader.

Art. 50. (amend. – SG 61/14, in force from 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 Art. 54, par. 3 and Art. 55 within a period of 14 days from:

1. the conclusion of the contract, in the case of a service 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 good;

(b) in the case of delivery of a good 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 supply of goods during a set 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 good;

3. conclusion of the contract: in the case of contracts for the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, and in the case of contracts for the supply of central heating and of digital content which is not supplied on a durable carrier.

Art. 51. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 18/11; amend. – SG 61/14, in force from 25.07.2014) (1) Where the trader has not provided the consumer with information about the right of the consumer to withdraw from the contract under Art. 47, par. 1, item 8, 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 Art. 50.

(2) Where the trader has provided the consumer with the information about the right of withdrawal within one year as from the date referred to in Art. 50, 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 Art. 47, par. 1, item 8.

Art. 52. (amend. – SG 61/14, in force from 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 Art. 50.

(2) In order to exercise the right of withdrawal, the consumer may either use the sample withdrawal form according to Annex 6 hereto or make any other definitive statement setting out their 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 has sent to the trader a communication concerning the exercise of the right of withdrawal before the expiry of the period referred to in Art. 50, and where the trader has failed to provide information about the right of withdrawal, according to the period referred to in Art. 51.

(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 sample withdrawal form according to Annex 6 hereto or any other unequivocal statement. In these cases, the trader shall be obligated 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.

Art. 53. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) Exercising 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.

Art. 54. (amend. – SG 61/14, in force from 25.07.2014) (1) Where the consumer has exercised their 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 case not later than 14 days from the date on which the trader has been informed of the customer's decision to withdraw from the contract according to Art. 52.

(2) The trader shall be obligated 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 par. 1 until the trader has received the goods or until the consumer has provided evidence of having sent back the goods, whichever if the earliest.

Art. 54a. (new – SG 27/13) When concluding a contract remotely on the phone, the contract shall enter into force and the consumer shall be bound by the proposal from the day, on which the supplier has received consumer's consent in a written form.

Art. 55. (amend. – SG 61/14, in force from 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 pick the goods themselves, the consumer must send back the goods or deliver the goods back to the trader or to a person authorized thereby without undue delay and not later than within 14 days from the date on which the consumer has communicated their decision to withdraw from the contract to the trader under Art. 52. The deadline shall be considered met if the consumer sends the goods back or delivers them back to the trader before the expiration of the 14-day period.

(2) The consumer shall only bear the direct cost of returning the goods under par. 1 with the exception of cases where the trader has agreed to cover the said costs, or if the trader has failed to inform the consumer that the latter 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 obligated 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, properties and functioning of the goods. The consumer shall not be liable for diminished value of the goods where the trader has failed to advise the consumer of the right of withdrawal under the provision of Art. 47, par. 1, item 8.

(5) Where the consumer decides to exercise the right of withdrawal after having made a request under Art. 48, par. 3 or Art. 49, par. 9, they shall pay to the trader an amount pro rata to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal.

(6) The pro rata amount referred to in par. 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 excessively high, the pro rata amount shall be calculated on the basis of the market value of what has been provided.

(7) Where the consumer exercises their right of withdrawal, they shall not pay the cost for:

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

(a) the trader has failed to provide information according to Art. 47, par. 1, item 8 or 10, or

(b) the consumer has not expressly requested performance of the contract to begin during the withdrawal period according to Art. 48, par. 3 and Art. 49, par. 9, 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 their prior explicit consent to the commencement of the performance of the contract before the end of the 14-day period referred to in Art. 50, or

(b) the consumer has not acknowledged that they lose their 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 explicit consent to and acceptance of the commencement of the performance of the contract according to Art. 48, par. 2 or Art. 49, par. 8.

(8) The consumer shall not bear liability for exercising the right of withdrawal, except for in cases under par. 1, 2, 4 and 5 and Art. 54, par. 3.

Art. 56. (amend. – SG 61/14, in force from 25.07.2014) (1) Where the consumer exercises their right of withdrawal from a distance contract or from an off-premises contract, any supplementary agreement shall be automatically terminated at no cost, compensation and/or penalty whatsoever to the consumer other than the costs provided for in Art. 54, par. 3 and Art. 55.

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

Art. 57. (revoked – SG 105/06, in force from 01.01.2007; new – SG 61/14, in force from 25.07.2014) The provisions of Art. 50 through 56 on the consumer's right of withdrawal from a distance contract or from an off-premises contract shall not apply to contracts:

1. for provision of services, after the service has been fully provided and the performance has begun with the consumer's prior express consent, and with the consumer's acknowledgement that they will lose their right of withdrawal once the contract has been fully fulfilled 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 under consumer's order or customized to their 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 conclusion of the sale contract, the delivery of which can only take place only 30 days after the conclusion of the contract and the actual value of which is dependent on market fluctuations which are out of trader's control;

8. 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 video recordings or sealed computer software which were unsealed after delivery;

10. for the supply of newspapers, periodicals or magazines with the exception of subscription contracts for the supply of such media;

11. concluded in a public tender;

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

13. for the supply of digital content which is not supplied on a storage device if the performance has begun with the consumer's prior explicit consent and their acknowledgement of losing thereby their right of withdrawal.

Art. 58. (amend. – SG 61/14, in force from 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 Food 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 Art. 46. Item 10.

Art. 59. (amend. – SG 61/14, in force from 25.07.14) (1) Where an act of a European Union Member State 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 be deprived of the protection granted thereto by the legislation of a European Union Member State 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), herein after 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 complied with:

1. the contract is concluded in a European Union Member State where the consumer has his or her habitual residence;

2. the trader directs his or her activities to the territory of a European Union Member State where the consumer has his or her usual 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 European Union Member State 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 and void.

Art. 60. (revoked. - SG 23/09, in force from 01.11.2009; new – SG 61/14, in force from 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.

Art. 61. (amend. - SG 61/14, in force from 25.07.2014) The Commission for Consumer Protection shall encourage traders responsible for the application of codes of good practice to inform consumers about the existence of such codes and about the content thereof.

Section II.

Means of sale (Prev. Section III – SG 61/14, in force from 25.07.2014)

Art. 61a. (new – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from

25.07.2013) The provisions of Art. 62 – 62e are intended to protect consumers and shall apply to sales contracts, distance contracts, off-premises contracts and contracts for digital content concluded by and between a trader and a consumer.

(2) The provisions of Art. 63 through 66 shall not apply to distance contracts and to off-premises contracts.

Art. 62. (amend. – SG 61/14, in force from 25.07.2014) (1) The supply of goods, as well as of water, gas, electricity, central heating, digital content or the provision of services against payment without being asked for by the latter shall be prohibited.

(2) Upon supply of goods, as well as of water, gas, electricity, central heating, digital content or the provision of services which are not ordered by the consumer, the latter shall not be obligated to replace the good and shall not owe payment for the good or service to the person who has sent or provided them.

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

Art. 62a. (new – SG 27/13) (1) A fixed-term contract shall be extended only by the consumer's explicit written consent to the terms and conditions for its extension. In case of missing consent, after the expiration of the validity of the contract, it shall be transformed into a permanent contract subject to compliance with the same terms and condition. The consumer shall have the right to terminate the permanent contract by a one-month notice, without being liable to pay any penalty thereof.

(2) Null and void shall be all provisions, conflicting with the provision of par. 1.

Art. 62b. (new- SG 27/13) Where the parties have concluded a contract in a written form, any amendment of contractual terms and conditions shall be done by supplementary written agreements.

Art. 62c. (new – SG 61/14, in force from 25.07.2014) (1) Traders shall be prohibited from charging consumers fees in respect of the use of a means of payment which exceed the cost incurred by the trader for the use of the same means of payment.

Art. 62d. (new – SG 61/14, in force from 25.07.2014) (1) Where the trader operates a telephone line for the purpose of contacting them by telephone in relation to the contract concluded, the consumer shall pay the cost of the call with no 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 (prom. SG 74/2010; amend. SG 12/11 SG. 74/12 and SG 28/14).

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

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

Art. 62e (new – SG 61/14, in force from 25.07.2014) (1) Before the consumer is bound by a contract or by an offer to conclude a contract, the trader shall seek the explicit 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 explicit consent under par. 1 but has presumed that it is existing because the consumer has not rejected the proposals prepared in advance by the trader which involve a payment obligation and which have not been claimed from the consumer, the latter

shall be entitled to reimbursement of the extra payments effected thereby.

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

Art. 63. Every announcement for reduction of the prices shall indicate:

1. the commodities and the services or the group of commodities and services, to which the reduction of the prices shall be valid;
2. the conditions, at which the reduction of the prices shall be accomplished;
3. the period, during which the commodities and the services shall be sold at reduced prices.

Art. 64. The announcement for reduction of the prices shall be made in one of the following ways:

1. by indicating the new price next to the old one, which shall be crossed out;
2. by the words "new price" and "old price", followed by the respective values, or
3. by indicating a percentage of the reduction, as the new price shall be indicated next to the old price, which shall be crossed out.

Art. 65. (1) Every announcement for reduction of the prices shall contain the old price, which the entrepreneur has been applied during a certain period before the date, on which the reduction of the price shall be in force from.

(2) An old price is the price, which the entrepreneur has been applied through a period, not shorter than one month before the date of the reduction of the prices.

(3) Para 2 shall not be applied for foods and other perishable commodities.

Art. 66. (1) The announcement for the reduction of the prices shall not be applied for a period, longer than one month and shorter than one working day.

(2) The announcement for the reduction of the prices may be for a period, longer than one month, but not longer than 6 months, in the following cases:

1. liquidation sale or occasional sale of the commodities in stock, in case of sale of the trading place;
2. liquidation sale or occasional sale of the commodities in stock at the trading place, in case of partly stoppage of the commercial activity of the entrepreneur, under the condition this has not been a reason during the last three years;
3. reorganization or construction at the trading place which shall be done in a term over 30 working days;
4. (suppl. – SG 61/14, in force from 25.07.2014) transfer of the enterprise or its liquidation.

Art. 67. (revoked – SG 61/14, in force from 25.07.2014)

Art. 68. Prohibited shall be the use of trading practices, which harm the economic interests or the collective interests of the consumers.

Art. 68a. (new - SG 53/06, in force from 30.06.2006) (1) (amend. – SG 64/07, in force from 08.09.2007) Prohibited shall be every action or inaction, which contradicts the legislation for protection of the consumers' interests, indicated in Regulations 2006/2004/EC of the European Parliament and the Council for administrative cooperation between the authorities, responsible for applying the legislation for consumer protection in the Member states of the European Union.

(2) (amend. – SG 64/07, in force from 08.09.2007) The Council of Ministers shall adopt a decision for determining the bodies, in charge of protection of the consumers` economic interests within the meaning of Regulations 2006/2004/EC of the European Parliament and the Council for administrative cooperation between the authorities, responsible for applying the legislation for consumer protection in the Member states of the European Union.

(3) The Council of Ministers shall adopt an Ordinance for the order and the conditions for the participation of the bodies under para 2 in the administrative cooperation with the Member states of the European Union and with the European Commission.

Section III.

UNFAIR COMMERCIAL PRACTICES (new – SG 64/07, in force from 08.09.2007; prev. Section IV – SG 61/14, in force from 25.07.2014)

Art. 68b. (new – SG 64/07, in force from 08.09.2007) (1) (prev. Art. 68b – SG 61/14, in force from 25.07.2014) The provisions of this Section have the objective to provide protection to consumers against unfair commercial practices before, during and after addressing a proposal by a trader to a consumer and/or conclusion of a contract for sale of goods or provision of services.

(2) (new - SG 61/14, in force from 25.07.2014) The provisions of this Section shall apply in respect of all goods and services, including immovable property, rights and obligations.

Art. 68c. (new – SG 64/07, in force from 08.09.2007) The unfair commercial practices shall be prohibited.

Art. 68d. (new – SG 64/07, in force from 08.09.2007) (1) (amend. - SG 61/14, in force from 25.07.2014) A commercial practice of a trader to a consumer is unfair if it is contrary to the requirement of professional diligence and competence and if it materially distorts or is likely to materially distort the economic behaviour of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.

(2) (amend. - SG 61/14, in force from 25.07.2014) Commercial practices which are likely to materially distort the economic behaviour of a clearly identifiable group of consumers who are particularly vulnerable to the commercial practice or to the good or service, to which this practice refers, because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of the group to which they are addressed.

(3) The assessment under par. 2 shall not apply to advertisement containing exaggerated statements or statements which are not meant to be taken literally.

(4) (amend. – SG 102/08) Unfair shall also be misleading and aggressive commercial practices under Art. 68e – 68k.

Art. 68e. (new – SG 64/07, in force from 08.09.2007) (1) A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the circumstances, referred to in par. 2 and causes or is likely to cause him to take a transactional decision that he would not have taken otherwise:

(2) The circumstances under par. 1 shall include information about:

1. the existence or nature of the product;
2. the main characteristics of the product or service, such as: availability, benefits, related risks,

execution, composition, accessories to the product or service, after-sale service and consumers' complaint handling, method and date of manufacture or provision of the good or service, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin, the 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. the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, and also any statement or symbol, giving a reason to reckon that the trader or the product or the service are subject to sponsorship or of another form of direct or indirect support;

4. the price or the manner in which the price is calculated, or the existence of a specific advantage, mainly related to the price;

5. the need for provision of an additional service, spare part, replacement or repair of the good;

6. (amend. – SG 102/08; amend. – SG 61/14, in force from 25.07.2014) the nature, status and rights of the trader or his agent, such as the name, permanent address of natural persons and corporate name, registered address of legal entities, his assets, qualifications, license for running the business, membership in professional organizations or any other type of affiliation, his rights of industrial, commercial or intellectual property rights or his awards and distinctions;

7. the consumer's rights, including the right to replacement of the good, to breach the contract, to get the paid by him amount reimbursed on the grounds of Art. 112 – 115 or the risks the consumer may be subject to.

(3) A commercial practice shall be regarded as misleading if, in its factual context, and taking account of all its features and circumstances, it leads or is likely to lead the average consumer to taking a transactional decision that he would not have taken otherwise without application of the commercial practice, and when it includes:

1. any marketing activity related to a good or service, including application of comparative advertisement, which causes confusion with another good, service, make, trade name or any other distinguishing sign of a competitor;

2. non-compliance with the engagements, undertaken by the trader by joining the code of conduct where these engagements are mandatory, may be checked and subject to application of a particular commercial practice the trader demonstrates that he is engaged to observe the contained in it rules.

Art. 68f. (new – SG 64/07, in force from 08.09.2007) (1) A commercial practice is also misleading when in its factual context, and taking account of all its features and circumstances, and the limitations of the used communication mean it is apparent that it does not provide material information depending on the situation to take a transactional decision, after having become aware of them, which causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise without application of this commercial practice.

(2) Misleading shall also be any commercial practice where through omission and taking account of the components referred to in par. 1, the a trader hides or provides in an unclear, unintelligible or ambiguous manner, or fails to provide it timely, or where the trader fails to identify the true commercial intent if not already apparent from the context, and where, in either case, and this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise without application of the commercial practice.

(3) Where the medium used to communicate the commercial practice imposes limitations of space or time, for deciding whether misleading commercial practice pursuant to par. 2 has been used or not, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account.

(4) In the case of an invitation to purchase, as material pursuant to par. 1 shall be regarded the information, if not already apparent from the context, related to:

1. the main characteristics of the product or service, depending on the used medium and the respective product or service'

2. (amend. – SG 102/08; amend. – SG 61/14, in force from 25.07.2014) the trader – the name and the permanent address of the natural persons and the corporate name, the registered address of the legal entities and, where applicable, the address and the name, respectively the corporate name of the trader on whose behalf they are acting;

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

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

5. products and services, and contracts involving consumer's right of withdrawal or cancellation, the existence of such a right.

(5) Material pursuant to par. 1 shall also be the obligatory information, established by Community law in relation to commercial communication including advertising or marketing, a list of which is contained in Annex II of 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.

Art. 68g. (new – SG 64/07, in force from 08.09.2007) Unfair shall be also be the following misleading commercial practices:

1. claiming to be a signatory to a code of conduct when this is not true;

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

3. claiming that a code of conduct has been approved a public or another body when this is not true;

4. claiming that a trader has obtained a license for carrying out a particular business or that a for certain good or service a permit, approval or license has been obtained when this is not true or when the trader is not complying with the terms of the permit, approval or the license;

5. an invitation to purchase products or services at a specified price without indicating any reasonable grounds because of which the trader may not be able to offer for supply or to procure another trader to supply, those goods or services or equivalent goods or services at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered;

6. an invitation to purchase goods or services at a specified price and then with the intention of promoting a different good or service the trader:

(a) refuses to show to the consumer the good or the service subject to advertisement;

(b) refuses to take orders for these goods or services or to deliver them to the consumer within a reasonable time;

(c) demonstrates to the consumer a defective sample of the good, offered for sale.

7. falsely stating that a product will only be available on the market for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice of the good or service;

8. undertaking an engagement by the trader to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not an official language of the Member State where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction;

9. stating or otherwise creating the impression that a good 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 for sale

of goods or services;

11. (amend. – SG 61/14, in force from 25.07.2014) using editorial content in the media within the scope of a campaign financed by the trader to promote sales of a specific good or service, without having to indicate this in the content of the material, or through images or sounds, which may be clearly identified by the consumer;

12. making a materially inaccurate statements containing incorrect facts concerning the nature and extent of the risks to the personal security of the consumer or his family if the consumer does not purchase the product

13. promoting a good or service similar to the 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. (suppl. – SG 61/14, in force from 25.07.2014) establishing, operating or promoting a pyramid sales scheme where the main objective is not the sale or consumption of goods or services, but rather the introduction of other consumers into the scheme, whereas the consumer pays for being involved, getting the opportunity to reimburse the amount paid by him primarily by involving other consumers into the scheme;

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

16. claiming that a particular good is able to facilitate winning in lotto and other games of chance;

17. falsely claiming that a particular good is able to cure illnesses, dysfunction or malformations;

18. passing on information containing inaccurate facts on market conditions or on the possibility of finding the good or service on the market with the intention of inducing the consumer to purchase the good or service at conditions less favourable than normal market conditions;

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

20. describing a product as "gratis", "free", "without charge" or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice, to take possession of the good or paying for its delivery;

21. including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not;

22. falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade business, or falsely representing of the trader as a consumer;

23. creating the false impression that after-sales service in relation to a good is available in a Member State other than the one in which the good is sold.

Art. 68h. (new – SG 64/07, in force from 08.09.2007) A commercial practice shall be regarded as aggressive if, in its entire factual context, taking account of all its features and circumstances, due to involvement of harassment, coercion, including the use of physical force, or undue influence, it significantly impairs or is likely to significantly impair the average consumer's freedom of choice or conduct with regard to the good or service and thereby causes him or is likely to cause him to take a transactional decision that the average consumer would not have taken otherwise.

Art. 68i. (new – SG 64/07, in force from 08.09.2007) In determining whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, account shall be taken of:

1. its timing and location of application of the commercial practice, its nature or persistence;

2. the use of threatening or abusive language or behaviour;

3. the exploitation by the trader of any information available to him about misfortune or another specific circumstance about the consumer, which may impair the consumer's judgment, in order to influence the consumer's decision with regard to the good or service;

4. imposition of any onerous or disproportionate non-contractual where a consumer wishes to

exercise rights under the contract, including rights to terminate a contract or to switch to another good or service or another trader;

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

Art. 68k. (new – SG 64/07, in force from 08.09.2007) Unfair commercial practices shall be also the following aggressive commercial practices:

1. creating the impression in the consumer that he cannot leave the premises until a contract is concluded;

2. (amend. – SG 61/14, in force from 25.07.2014) conducting personal visits by the trader to the consumer's home ignoring the consumer's request the trader to leave or not to return except for in the cases provided by law for fulfillment of a contractual obligation;

3. (amend. – SG 61/14, in force from 25.07.2014) making persistent and unwanted solicitations to the consumer by telephone, fax, e-mail or other remote media except in circumstances provided in the law for fulfillment of a contractual obligation and without prejudice to the provisions of this act, of the Protection of personal data Act and of Art. 6 of the Electronic Commerce Act;

4. obliging a consumer who wishes to claim on an insurance policy to present documents which are not relevant for considering as to whether the claim was valid, or failing more than twice to respond to significant questions asked by the consumer, in order to dissuade a consumer from exercising his contractual rights;

5. in case of advertisement - direct encouragement of children to buy or persuade their parents or other adults to buy for them the advertised good or service, subject to advertisement;

6. (amend. – SG 61/14, in force from 25.07.2014) demanding immediate or deferred payment for goods and services, supplied by the trader, but not solicited by the consumer, or claiming their return or safekeeping;

7. explicitly informing a consumer that if he 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 in fact either:

a) there is no such prize benefit, or

b) taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer's obligation to pay money or incurring a cost.

Art. 68l. (new – SG 102/08) (1) Where the Commission for Consumers Protection establishes that the business-to-consumer commercial practices are unfair, the Chairman of the Commission shall issue an order in order to prohibit the implementation of these commercial practices.

(2) The Chairman of the Commission for Consumers Protection is entitled to force the trader to prove that the implemented business-to-consumer commercial practices are not unfair within a short term fixed by the Chairman.

(3) In the cases referred to in Art. 68d, para 4 and where the unfair business-to-consumer commercial practices ensues from activities, related to advertisement, regardless of the property sanction, the Chairman of the Commission for Consumers Protection is entitled to order the advertiser and/or the advertisement agency to announce for their own account and in a proper manner the act with which the breach has been established, as well as the approved advertisement.

(4) The Chairman of the Commission for Consumers Protection shall undertake the measures under para 1 through 3 ex officio or upon request by consumers.

Art. 68m. (new – SG 61/14, in force from 25.07.2014) (1) The consumer shall have the right to cancel the contract with the trader concluded as a result of the use of an unfair commercial practice and to

claim compensation following a standard procedure where the Commission for Consumer Protection has issued an order prohibiting the application of an unfair commercial practice, and the said order is confirmed by an enforceable judgment of the Supreme Administrative Court, the said order was not appealed within the statutory time, or the appeal against the said order has been withdrawn.

(2) The enforceable judgment of the Supreme Administrative Court which confirms an order 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) The right to seek compensation shall be extinguished within a period of 5 years from the entry into effect of the judgment of the Supreme Administrative Court, of the order 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 confirm 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 THE COMMODITIES AND THE SERVICES

Section I.

General safety of the commodities and the services

Art. 69. (1) The producers of commodities and the persons who provide services, shall be obliged to offer to the consumers only safe commodities and services.

(2) A producer under para 1 shall be:

1. (suppl. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) every person established on the territory of the European Union or of a country which is a party to the Agreement for the European Economic Area, who has produced or processed the commodity, and every other person established on the territory of the European Union or of a country which is a party to the Agreement for the European Economic Area who pretends to be a producer by indicated on the commodity his/her name, trade mark or other distinguishing mark;

2. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) the representative of the producer, when the producer is not placed at the territory of the European Union or in a country which is a party to the Agreement for the European Economic Area, or the importer of the commodity, when the producer does not have a representative in the European Union or in a country which is a party to the Agreement for the European Economic Area;

3. every other person, which participates in the process of the implementation of the commodities and which activity may exert influence on the characteristics for the safe of the commodities.

(3) A person who provides services shall be every person which within the scope of his professional activity, supplies or provides services against payment.

(4) (new – SG 61/14, in force from 25.07.2014) Product within the meaning given by this Section, shall be any product of work activity, 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 against payment or not, and whether new, used or reconditioned.

Art. 70. Safe commodity or service shall be every commodity or service, which under normal and judiciously foreseeable conditions of use, including the duration of its usage, its exploitation, its installation and its maintenance, shall not present a risk for the life and the health of the consumers or the risk is minimal and compatible with the use of the commodity or the service, and is considered as acceptable to ensure a high level of consumer protection, as to be taken into account:

1. the characteristics of the commodity, including its content, packing, instruction for construction, the installation and the maintenance, as well as other instructions, made by the producer;
2. the characteristics of the service and the instruction for use, provided by the person supplying the service;
3. the influence of the commodity over other commodities when it may be expected joint use of the commodities;
4. the provision of the commodity or the service, the labelling of the commodity, the possible cautions and instructions for use or deduction of use, as well as every other instruction or information for the commodity or the service, provided by the producer or the person supplying the service;
5. the risk groups of consumers regarding the use of the commodity or the service, like children, elderly persons, pregnant women and nursing mothers.

(2) The presence on the market of commodities or services, which characterize with higher degree of safety, or commodities or services, which contain smaller risk, shall not be a reason to define another commodity or service as dangerous.

(3) A dangerous commodity or service shall be every commodity or service, which is not safe in the sense under para 1 and 2.

Art. 71 (1) The commodity or the service shall be considered safe when it meets the normatively established requirements of safety, to which it shall correspond to be put on the market.

(2) The commodity or the service shall be considered safe regarding the risks or the groups of risks, included in the Bulgarian standards which introduce harmonized European standards, references for which have been published by the European Commission in the Official journal of the European Union.

(3) At the lack of normative requirements and standards under para 2, the correspondence of the commodity or the service with the requirements of safety, shall be measured by taking into account:

1. the Bulgarian standards, which introduce European standards, different from the ones under para 2;
2. the Bulgarian standards, worked out at national standard – at lack of standards under item 1;
3. the recommendations of the European Commission which contain directions for assessment of the safety of the commodities – at lack of standards under item 2;
4. the rules of good practice, regarding the safety of the commodity or the services, applied in the respective sector – at lack of recommendations under item 3;
5. the actual status of the science and technique – at lack of rules of good practice under item 4;
6. the normal foreseeable expectations of the consumers for safety – when it shall be impossible to take into account the actual status of the science and technique.

(4) The correspondence of the commodity or the service with the requirements of safety under para 1 – 3 shall not be obstacle for the controlling bodies to undertake the necessary measures to restrict putting on the market commodities or services, to withdraw the commodity from the market or to confiscate it from the consumer, or to stop the supply of the service, when despite the correspondence, the commodity or the service is dangerous.

Art. 72. The producers of commodities and the persons who provide services, shall offer commodities and services to the consumers after accomplishing the activities of assessment and certification of their correspondence with the normatively established requirements of safety. The charges for the

assessment and the certification of the correspondence shall be to the account of the producers of commodities and the persons who provides services.

Art. 73. (1) Within the scope of its activity, the producer of commodities and the person who provides services, shall submit to the consumers the necessary information which shall allow them to estimate the risks, inherent to the commodity or the service during the time of its normal and judiciously foreseeable term of usage, when these risks are not immediately obvious without the respective cautions, made by the producer or the person who provides services. The presence of such a caution shall not absolve from the other obligations, provided by this section, the producer of commodities and the person who provides services.

(2) Under the claim of the controlling body, the producer of commodities or the person who provides services shall be obliged to prove that before putting on the market the commodity or the service, he/she has made assessment of the risks, which they may contain against the safety of the consumers.

Art. 74. (1) The producer of commodities or the person who provides services, within the scope of its activity, shall be obliged to undertake the necessary preventive measures for the ensuring of the safety of the commodity or the service.

(2) The measures under para 1 shall be proportional to the characteristics of the commodity or the service and shall give the opportunity to the producer of commodities and the person who provides services:

1. to be informed about the risks which that commodity or service may present for the health and the safety of the consumers;

2. may undertake suitable actions, including, if necessary, to avoid the risks: withdrawal of the commodity from the market or stoppage of the supply of the service, caution of the consumer in a suitable and effective way, confiscation of the commodity from the consumers.

Art. 75. (1) When it is suitable, the producer of commodities or the person who provides service shall take the initiative to undertake preventive measures such as:

1. taking samples and analyzing the samples of the commodities put on the market;

2. analysis of complaints of the consumers.

(2) When necessary, the producer of commodities or the person who provides service, shall take the initiative to undertake measures as:

1. maintenance of a register for the complaints of the consumers;

2. informing the distributors for the undertaken measures under item 1 and para 1, to follow the safety of the commodities.

(3) The controlling bodies may order to the producer of commodities or the person who provides service, to undertake the measures under para 1 and 2.

Art. 76. The producer shall be obliged to ensure conditions to follow the commodity during the whole chain of the delivery, as for that purpose:

1. shall mark the commodity in a way that allows its identification, by putting a mark on the commodity or its packing, which shall contain the name of the producer, other information about him or about the batch of the commodities, which the commodity belong to.

2. (new – SG 61/14, in force from 25.07.2014) shall enter identification data of 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. (prev. item 2 – SG 61/14, in force from 25.07.2014) shall keep and submit, under demand by the controlling bodies, the whole documentation, necessary to follow the origin of the commodity.

Art. 77. (1) The distributor shall be obliged to act with the necessary care, so that he/she contribute for the observance of the obligation for general safety, and most precisely he/she shall not deliver commodity, for which he/she knows or is obliged to know under the information that he/she has in his/her capacity as a merchant, that it does not satisfy the requirement for general safety.

(2) A distributor shall be every person, which participates in the process of the realization of the commodity, and whose activity does not exert influence on the characteristics for safety of the commodity.

(3) Within the scope of its activity the distributor shall participate in following the safety of the commodities put on the market, by:

1. providing information about the risks related to the use of the commodities;
2. keeping and submitting documents, necessary to follow the origin of the commodities;
3. collaborating to the producer and the controlling bodies in the measures undertaken by them for prevention from the risks.
4. undertaking another suitable measures.

Art. 78. Within the scope of its activity the distributor shall undertake measures, which allows him/her to collaborate effectively to the producer and the controlling bodies.

Art. 79. (1) When a producer, distributor or a person who provides service, knows or is be obliged to know under the information which he/she dispose of, that the commodities or the services which he/she has put on the market, contain risk for the health and the safety of the consumers, he/she shall notify for that immediately the respective controlling body and shall provide him a detail information about the undertaken actions for prevention and stoppage of the risks for the health and the safety of the consumers. The information shall contain at least the data under Art. 80.

(2) The conditions and the order of providing the information under para 1 shall be determined with an ordinance by the Council of Ministers.

Art. 80. When arising a serious risk for the health and the safety of the consumers, the producers, the distributors and the persons who provide services, shall submit to the controlling bodies:

1. (amend. – SG 61/14, in force from 25.07.2014) information and the available documents, making possible the exact identification of the commodity or the service, or the batch of commodities, which do not correspond to the requirements for safety;
2. complete specification of the risk which represents the dangerous commodities or services;
3. (amend. – SG 61/14, in force from 25.07.2014) the whole available information and documentation, necessary to follow the commodity;
4. description of the actions, undertaken to avoid the risks for the consumers.

Art. 81. (1) Within the scope of their activity, the producers, the distributors and the persons who provide services, shall collaborate each other and shall be obliged to collaborate to the controlling bodies to avoid or stop the risks, caused by commodities or services, which they deliver or have delivered.

(2) The order of realizing the collaboration between the producers, the distributors, the persons who provide services and the controlling bodies regarding the exchange of information for the safety of the commodities and the services, shall be regulate with an ordinance by the Council of Ministers.

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

1. The Commission for Consumers Protection – regarding the safety of the industrial commodities

and the services;

2. the controlling bodies under the Foodstuffs Act – regarding the safety of the groceries;

3. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014; amend. – SG 102/15) the controlling bodies under the Health Act – regarding the safety of the cosmetic products;

4. the bodies of supervision of the market under the Law for the technical requirements for the products – regarding the safety of the commodities within the scope of the same act;

5. (new - SG 61/14, in force from 25.07.2014; amend. – SG 102/15) control bodies under the Act of Protection from the Harmful Impact of the Chemical Substances and Mixtures - in terms of restrictions on the marketing and use of certain dangerous substances, mixtures and articles in order to protect human health;

6. (new - SG 61/14, in force from 25.07.2014; revoked – SG 102/15)

(2) (amend. – SG 64/07, in force from 08.09.2007; amend. - SG 61/14, in force from 25.07.2014; amend. – SG 102/15) The Commission for Consumers Protection coordinates the activity of the controlling bodies under para 1, item 2 –5 in connection with the safety of the industrial commodities and services, and the Ministry of Health – in the connection with the safety of the groceries and cosmetic products.

(3) The Commission for Consumers Protection and the Ministry of Health shall establish and maintain Internet site with information of the dangerous commodity and services, which shall contain at least the date under Art. 80.

(4) (amend. - SG 61/14, in force from 25.07.2014; amend. – SG 102/15) The controlling bodies under para 1, item 2 – 5 shall give support and collaborate the Commission for Consumers Protection and the Ministry of Health, including by:

1. submitting them an information about the dangerous commodities and services found on the market;

2. informing them about the measures undertaken by them to avoid a serious and immediate danger for the health of the consumers, by whom:

a) they allow the realization of the commodity or the service under the observance of specific requirements;

b) they order to the producers and the distributors to indicate the commodity with cautions for the presence of risk;

c) they oblige the producers and the distributors to inform the consumers about the presence of risk;

d) they issue directions for temporary stopping of the delivery of the commodity or the provision of the service;

e) they prohibit the delivery of the commodity or the provision of the service;

f) they withdraw the commodity from the market or order to the producers, the distributors or the persons who provide services to withdraw the commodity from the market or to stop the supply of the service;

g) they confiscate the commodity from the consumers or order to the producers and the distributors to confiscate the commodity from the consumers.

(5) (amend. - SG 60/50) The customs bodies shall give support to the controlling bodies under para 1 regarding the imported from third countries commodities according to their legal capacities.

Art. 83. Independently from the type and the character of the commodity or the service, the respective controlling body under Art. 82 shall be entitled to:

1. organize the commitment of suitable checks of the characteristics of the commodity or the service for safety in a suitable extent and at every stage of its realization, including after its putting on the market as safe, and its exploitation or use by the consumer;

2. take samples from the commodity to make an analysis for safety;

3. require from the persons the whole necessary information;

4. collect evidence.

Art. 84. When under certain conditions, the commodity or the service may contain a risk for the health and the safety of the consumers, the controlling body shall be entitled to:

1. order to the producer, the distributor or the person who provides service, to make cautions about the risks, which the commodity or the service may contain; the cautions shall be clear and easily comprehensible for the consumers;

2. impose precedent conditions to put the commodity or the service on the market which fulfillment shall make it safe.

3. require from the producer or the distributor to mark the commodity with clearly formulated and easily comprehensible warning texts, in Bulgarian language, for the possible risks, related to its use.

Art. 85. When there is possibility that the commodity or the service contain a risk for a certain category of consumers, the respective controlling body may order to the producer, the distributor or the person who provides the service to warn timely and in a suitable way that category of consumers for the risk, including by publishing special cautions.

Art. 86. (1) For every commodity or service which may be dangerous, the respective controlling body under Art. 82, may temporary prohibit its putting on the market for the period, necessary to make control, check and assessment for its safety.

(2) (amend. – SG 64/07, in force from 08.09.2007) When as a result of the check for safety of the commodity or the service, it is found that it shall be safe for the consumers, the controlling body revoke the prohibition under para 1 within a term of 24 hours from the proof of the safety of the commodity.

(3) (new – SG 64/07, in force from 08.09.2007) Where as a result of the check for safety of the commodity or of the service it is identified that it is safe, the charges for check and assessment for the safety of the commodity or the service shall be to the account of the controlling body.

(4) (new – SG 64/07, in force from 08.09.2007) Where as a result of the check for safety of the commodity or of the service it is identified that it is dangerous, the charges for check and assessment for the safety of the commodity or the service shall be to the account of the person, with regard to whom the prohibition has been imposed.

Art. 87. When it is found that the commodity, the service or the batch of commodities shall be dangerous for the consumers, the controlling body shall prohibit its putting on the market and shall undertake measures which shall ensure the observance of the prohibition.

Art. 88. (1) When a controlling body find that certain commodity, service or consignment of commodities, put on the market, present or is possible to present a danger for the health and the safety of the consumers, he/she shall be obliged, taking into account the conditions of production or trade of the commodity or the service, to undertake the following measures:

1. to order temporary stopping of the delivery of the commodity or the supply of the service on the market for the period necessary to commit a control, check or assessment of the its safety; within a term of 24 hours from the proof of the safety of the commodity, the controlling body shall rule on the levied measure of temporary stopping of the delivery of the commodity or the supply of the service on the market;

2. to order or to organize immediate and effective withdrawal of the commodity from the market or stopping the supply of the service, as well as making cautions to the consumers for the risks that the commodity or the service contain;

3. to order or to coordinate, or if necessary, to organize, along with the producers and the

distributors, the confiscation of the commodity from the consumers and its destruction.

(2) (new – SG 64/07, in force from 08.09.2007) Where as a result of the check for safety under par. 1, item 1 it is identified that the commodity or the service is safe, the charges for check and assessment for the safety of the commodity or the service shall be to the account of the controlling body.

(3) (new – SG 64/07, in force from 08.09.2007) Where as a result of the check for safety under par. 1, item 1 it is identified that the commodity or the service is dangerous, the charges for check and assessment for the safety of the commodity or the service shall be to the account of the person with regard to whom the measure has been ruled.

(4) (prev. text of para 02 – SG 64/07, in force from 08.09.2007) The producer or the distributor may prove, through an assessment of correspondence, that the part of the commodities in the consignment, are not dangerous for the health and the safety of the consumers and may be put on the market. The charges under the proof shall be to the account of the producer or the distributor.

(5) (prev. text of para 03 – SG 64/07, in force from 08.09.2007) Every producer or distributor who has delivered or acquired one or more commodities from the batch and knows that it has been ordered the stopping of the commodity on the market, its withdrawal or its confiscation from the consumers, shall be obliged to inform about that order the persons, to whom he has delivered the commodity, or the person, from which he/she has acquired the commodity.

Art. 89. (1) The respective controlling body may order to the producer, the distributor or the person who provides the service, to set the commodities or services in accordance with the requirements for safety.

(2) The controlling body may order to the producer, the distributor or the person who provides the service, after setting the commodities or the services in accordance with the requirements for safety, to put them to a testing, made by an independent, competent and impartial body within a term, fixed by the controlling bodies.

(3) When a commodity or a service is not put to a testing under para 2, it shall be considered, that it does not meet the requirements for safety, unless the opposite shall be proved.

(4) If the setting of the commodity in accordance with the requirements for safety shall not be possible, the controlling body may order the utilization of the commodity for other purposes, its return in the country of origin or its destruction within a fixed term.

Art. 90. (1) The confiscation of the commodity from the consumers shall be an extreme measure, which shall be allowed when every other measures, undertaken by the producers, the distributors and the controlling bodies shall not be sufficient to avoid the risk for the consumers.

(2) The producers and the distributors shall confiscate the commodities from the consumers, when the other measures, undertaken by the producer, shall not be sufficient to avoid the risk for the health and the safety of the consumers.

(3) The controlling bodies shall undertake the measures under Art. 88, para 1, when the measures, undertaken by the producers, the distributors and the providers, shall not be sufficient to avoid the risk for the health and the safety of the consumers.

Art. 91. When the commodities or the services present a serious risk for the health and the safety of the consumers, the controlling bodies shall undertake the necessary actions for quickly and effectively applying of the measures, provided in this Act.

Art. 92. (1) In case of a serious risk for the health and the safety of the consumers, the respective controlling body may prohibit by an order the production, the import, the export, the paid or gratuitous putting on the market of the commodity and may withdraw it from all the trading places, at which it may be

found, or may destroy it, when it shall be the only possibility to stop the danger. The order for the prohibition shall be promulgated in the State Gazette.

(2) In the cases under para 1 the controlling body may order to the producers and the distributors to make cautions to the consumers, to give instructions for use of the commodity or to confiscate it from the consumers, by replacing it, repairing it or compensating them.

(3) Under the conditions under para 1 the respective controlling body shall issue an order for stopping the supply of a definite service to the consumers.

(4) When it is proved that the commodity or the service is in accordance with the requirements for safety, the controlling body shall revoke the order under para 1. The revocation of the order shall be promulgated in the State Gazette.

(5) On the order under para 1 obligatory shall be indicated to which account shall be the charges for storing, transport, destruction or others, related to the ensuring of the safety of the commodities and the services.

Art. 93. When because of non-observance of the requirements under this section, the producer's, the distributor's or the person's who provides the service, conditions of work or maintenance are such that the commodities or the services, produced, maintained, provided or put on the market, present or may present a danger for the health or the safety of the consumers, the respective controlling body may order to be undertaken measures, like:

1. strengthening the self-control by the producer, the provider or the distributor;
2. training of the staff;
3. making constructions;
4. cleaning and others.

Art. 94. The respective controlling bodies shall have right of access to the rooms, used for production, commercial and storage activity, and to the rooms where services are provided, in the presence of the person who carry out activity in the place, or of his/her representative.

Art. 95. (amend. - SG 30/06, in force from 12.07.2006) The measures, provided by this section, shall be imposed through issuing orders by the chiefs and the controlling bodies under Art. 82 or by authorized by officials, which may be appealed by the order of the Administrative procedure code.

Art. 96. (1) The measures, undertaken by the controlling bodies under this section, shall be proportional to the seriousness of the risk, which the commodity or the service contain, and shall be aimed only at avoiding or stopping the danger for the consumers.

(2) Depending on the case, the measures under para 1, shall be directed to:

1. the producer or the person who provides service;
2. the distributor and especially to the person which is responsible for the first putting of the commodity or the service on the market;
3. every other person, when it shall be necessary to give a support to the controlling bodies for the fulfillment of the actions undertaken by them to avoid the risks, which the commodity or the service contain.

Art. 97. (1) Before imposing the measures under Art. 96, the controlling bodies shall be obliged to provide an opportunity for the interested person to lodge his protests.

(2) When because of the urgent character of the imposed measure the interested person has not had the opportunity to make protests before imposing the measure, the controlling body shall be obliged to provide him/her that opportunity immediately after its application.

Art. 98. (1) The controlling bodies shall be obliged to accept and consider complaints of the consumers or of other interested persons regarding the safety of the commodities and the services and the activities of supervision and control of the safety, and to notify in written form the sender of the complaint for the results of the made check.

(2) The controlling bodies shall issue procedures and methodical instructions for consideration of complaints of the consumers or other interested persons regarding the safety of the commodities and the services and the activities of control of the safety, which they shall publish in the Internet site of the relevant department and shall provide to the consumers' request.

Art. 99. The Council of Ministers shall adopt ordinance, by which shall determine the conditions and the order for the withdrawal, confiscation and destruction of dangerous commodities and for compensation of the consumers through a payment or replacement.

Art. 100. (1) In case of a serious risk for the health and the safety of the consumers, the respective controlling body shall issue an order for closing-down the place or a part of it or temporary stopping of the activity of the producer, the distributor or the person who provides service.

(2) (amend. - SG 30/06, in force from 12.07.2006) The order under para 1 may be appealed by the order of the Administrative procedure code. The appeal shall not stop the fulfillment unless the court orders otherwise.

Art. 101 (1) The information about the dangerous commodities and services, which the controlling bodies dispose of, shall be public. The controlling bodies shall be obliged to submit this information to the interested persons, as much as that shall not be an obstacle for the controlling activity.

(2) The information under para 1 shall contain:

1. identification of the commodity or the service;
2. description of the character of the risk;
3. the measures undertaken by the controlling bodies to avoid the danger.

(3) The officials shall not be entitled to spread information, having become known to them or received in connection with the fulfillment of the provisions of this section, which information by its character present a professional secret.

(4) Para 3 shall not be applied regarding the characteristics of safety of the commodities or the services, if the circumstances require that information to be become a common knowledge, in order to ensure the health and the safety of the consumers.

(5) Keeping the professional secret shall not be an obstacle for submitting the necessary information to the controlling bodies to ensure efficiency of the control activity of safety of the commodities or the services.

(6) The controlling bodies, who receive information which present a professional secret, shall be obliged to ensure its protection.

Art. 102. The provisions of this section shall not exclude or restrict the applying of the rules regarding the liability of the producer for damages, caused by a defect of the commodity under section IV.

Art. 103. The order of a controlling body, which restricts the putting on the market of commodity or service or orders the withdrawal of the commodity from the market or its confiscation from the consumers, shall not exclude or restrict the criminal responsibility of the person, to whom the measure has

been undertaken.

Section II.

Guarantee of the consumer commodity

Art. 103a (new - SG 61/14, in force from 25.07.2014) The provisions of this Section are intended to ensure protection to consumers in case of supply of goods, the transfer of the risk, the conformity of the good with the sales contract, the warranty on the goods as provided under this Act, and the commercial guarantees.

Art. 103b. (new - SG 61/14, in force from 25.07.2014) (1) The trader shall be obligated to deliver the goods by transferring them to the consumer without undue delay within 30 days from the conclusion of the contract, unless the parties have agreed otherwise.

(2) Where the trader has failed to deliver the goods by the deadline set in the contract or within the time limit referred to in par. 1 the consumer shall request from the trader to make the delivery within an additionally allocated period of time as the case may be. If the trader fails to deliver the goods within that additionally allocated period of time, the consumer shall be entitled to cancel the contract.

(3) The provision of par. 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 at the time of 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 par. 3 the trader fails to deliver the goods at the time agreed upon with the consumer or within the time limit under par. 1 the consumer shall be entitled to cancel the contract immediately.

(5) Upon cancelling of the sales contract, the trader shall be obligated to reimburse to the consumer, without undue delay, all amounts paid under the contract.

(6) Upon cancelling of the sales contract under par. 2 - 4 the consumer may claim compensation or penalty following the standard procedure.

Art. 103c. (new – SG 61/14, in force from 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 accepts the goods.

(2) Where the consumer has chosen a carrier and has assigned to 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 at their choice. In case of loss or damage, the consumer may claim compensation or penalty from the carrier.

Art. 104. (1) A seller shall be every individual or corporate body, which sells consumer commodities within the range of its professional or commercial activity and on the base of a contract for sale.

(2) (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) A producer shall be the person who produces the commodity, the importer of the commodity on the territory of the European Union or of the country which is a party to the Agreement on the European Economic Area and every person who presents himself as a producer by placing on the commodity his name, trade mark or other distinguishing sign.

(3) Consumer commodity shall be movable material property except the second-hand belongings – object of a public sale, when the consumer has had the opportunity to participate at the sale.

(4) A repair of a consumer commodity shall be its bringing in compliance with the contract of its sale, when there is an incompatibility between them.

Art. 105 (1) The seller shall be obliged to give to the consumer a commodity, which correspond to the contract for sale.

(2) The seller shall be responsible for every lack of correspondence of the consumer commodity with the contract for sale, which exists upon the delivery of the commodity and appears within two year after its delivery, even if he/she has not known for the non-compliance.

Art. 106. To be in correspondence with the contract for sale, the consumer commodity shall:

1. have the characteristics, determined by the parties of the contract, and to be suitable for common use, for which the same consumer commodities from the same type serve;
2. answer to the description, gave by the seller in the form of a sample or a model;
3. to be suitable for the specific use, desired by the consumer, in condition that he has notify the seller for his/her requirement upon the conclusion of the contract and it has been accepted by the seller;
4. have the common qualities and characteristics of the commodities from the same type, which the consumer may judiciously expect, as to be consider the character of the consumer commodity and the public statements for its concrete characteristics, made by the seller, the producer or his/her representative, which are contained in the advertisement or the label of the consumer commodity.

Art. 107. The seller shall not be bound with the public statements under Art. 106, item 4, if he/she prove that:

1. he/she has not know and has not be able to know for the made public statements, or
2. the public statements have been amended at the moment of the conclusion of the contract, or
3. the decision of the consumer to buy the consumer commodity has not be influenced by the public statements.

Art. 108. Every non-compliance of the consumer commodity with the contract for sale, which appears within 6 months after the delivery of the commodity, shall be consider to be existed upon its delivery, unless it shall be proved, that the lack of correspondence is due to the character of the commodity or the character of the non-compliance.

Art. 109. The consumer shall not be entitled to contest the non-compliance of the consumer commodity with the contract for its sale when:

1. upon the conclusion of the contract he/she has know or has not been able to not know for the non-compliance;
2. the non-compliance is due to materials, provided by the consumer.

Art. 110. (1) The seller shall be responsible for the non-compliance of the consumer commodity with the contract for sale, due to a incorrect assembling or installation of the commodity, when the contract provides its assembling or installation to be made by the seller or on his/her responsibility.

(2) The seller shall be responsible for the non-compliance of the consumer commodity with the contract for sale and when the commodity has been assembled or installed by the consumer, but the non-compliance is due to wrong instructions for assembling or installation.

Art. 111. (1) Every agreement or contract, concluded with a seller before the appearance of the non-compliance of the consumer commodity with the contract for sale, which restricts or excludes the seller's responsibility under this section, shall be void.

(2) Every agreement, which the consumer declared with, that he/she does not know the lack of a correspondence of the consumer commodity with the contract for sale before its conclusion, in which it is not shown the character of the non-compliance, shall be void.

Art. 112. (1) At a non-compliance of the consumer commodity with the contract for sale, the consumer shall be entitled to lodge a complaint, as he/she requires from the seller to put the commodity in correspondence to the contract for sale. In that case the consumer may choose between making repair of the commodity or its exchange with a new one, unless this is impossible or the chosen way by him/her for compensation shall be not proportional in comparison with the other one.

(2) It shall be considered that a certain way of compensation of the consumer is not proportional, if its use shall cause charges for the seller, which in comparison with the other way of compensation shall be unreasonable, as to be taken into account:

1. the value of the consumer commodity, if there was no a lack of non-compliance;
2. the importance of the non-compliance;
3. the possibility to be offered to the consumer another way of compensation, which is not related to a considerable inconvenience for him/her.

Art. 113. (1) (new – SG 18/11) Where the consumer commodity does not comply with the sale contract, the seller shall be obliged to adjust it and make sure it complies with the sale contract.

(2) (prev. par. 1 – SG 18/11) The putting of the consumer commodity in correspondence with the contract for sale shall be made within the range of one month, regarding the lodging of the complaint by the consumer.

(2) (prev. par. 2 – SG 18/11) After the expiry of the term under para 1 the consumer shall be entitled to cancel the contract and to have refund the paid sum or to demand reduction of the price of the consumer commodity according to Art. 114.

(4) (prev. par. 3 – SG 18/11) Free of charge shall be the putting of the consumer commodity in correspondence with the contract for sale. He/she shall not owe charges for forwarding the consumer commodity or for material or labour, related to its repair, and he/she shall not suffer considerable inconveniences.

(5) (prev. par. 4 – SG 18/11) The consumer may demand and compensation for the suffered damages as consequence to the non-compliance.

Art. 114. (1) Upon a non-compliance of the consumer commodity with the contract for sale and when the consumer is not satisfied from the resolution of the complaint under Art. 113, he/she shall be entitled to choose between one of the following opportunities:

1. cancellation of the contract and refund of the sum paid by him;
2. reduction of the price.

(2) The consumer shall not be entitled to claim for a refund of the paid sum or a reduction of the price of the commodity, when the entrepreneur agrees to be made an exchange of the consumer commodity with a new one or the commodity to be repaired within the range of one month from the lodging of the complaint by the consumer.

(3) (new – SG 61/14, in force from 25.07.2014) The trader shall be obligated to satisfy a claim for cancelling of the contract and to reimburse the amount paid by the consumer where, after satisfying three

complaints by the consumer by carrying out repairs on one and the same good, within the warranty period specified in Art. 115, the good still shows another non-conformity with the sales contract.

(4) (prev. par. 3 – SG 61/14, in force from 25.07.2014) The consumer shall not be entitled to claim for a cancellation of the contract, if the non-compliance of the consumer commodity with the contract is insignificant.

Art. 115. (1) The consumer may exercise his right under this section in within two years regarding the delivery of the consumer commodity.

(2) The term under para 1 shall stop during the time, necessary for the repair or the exchange of the consumer commodity or for coming to an agreement between the seller and the consumer for the resolution of the dispute.

(3) The exercise of the right of the consumer under para 1 shall not be bound with any other term for lodging a claim, different from the term under para 1.

Art. 116. The seller, which is responsible for the non-compliance of the consumer commodity, shall be entitled to a claim for compensation for the suffered damages against the person, who has caused the non-compliance, if it he/she is in a direct or indirect contract relation with him, as well as against the producer, when he/she is responsible for the non-compliance of the commodity. Every clause in a contract, which restricts or excludes these rights of the entrepreneur, shall be void.

Art. 117. (1) (amend. - SG 61/14, in force from 25.07.2014) Commercial guarantee shall be any commitment undertaken by the trader or the producer to the consumer, in addition to the obligation of the trader or producer under this Act to ensure conformity of the good with the sales contract, to reimburse the amount paid or to replace or repair the good, or to provide another type of servicing of the good where the good does not meet the specifications or any other requirements not related to the conformity of the good with the sales contract as set out in the warranty statement or in the relevant advertising available at the time of, or before the conclusion of the contract.

(2) (suppl. – SG 61/14, in force from 25.07.2014) The commercial guarantee shall bound this one, who has provided it according to the conditions indicated in the declaration of providing a commercial guarantee and the advertisement of it. The fulfilment of the obligations undertaken by the trader under the commercial guarantee shall be without any costs for the consumer.

Art. 118. (amend. – SG 18/11) The commercial guarantee shall be provided to the consumer in a written form or on another durable carrier, accessible to him/her.

Art. 119. (amend. – SG 18/11) (1) The declaration of providing a commercial guarantee must contain information on:

1. consumers' rights, arising out of the guarantee referred to in Art. 112 – 115, clearly stating that the commercial guarantee does not affect consumers' rights, arising out of the guarantee referred to in Art. 112 – 115, or in particular, that regardless the commercial guarantee the seller shall be held liable for lack of compliance of the consumer commodity with the sale contract according to the guarantee, referred to in Art. 112 – 115;

2. the contents and the scope of the commercial guarantee;

3. substantial elements, necessary for its implementation, and especially: methods of placing of claims, term of the commercial guarantee; territorial scope of the commercial guarantee, name and address of the person, providing commercial guarantee, name and address of the person, to which the commercial guarantee can be claimed, where this person is different from the person, providing the commercial

guarantee.

(2) Where the commercial guarantee is provided by a manufacturer, who is not represented in the territory of the country, and the statement of provision of commercial guarantee does not contain the information referred to in par. 1, item 1, this information shall be provided to the consumer in a relevant way by the seller.

(3) The information under para 1 must be clear, understandable and readable. The information must be provided in Bulgarian language.

Art. 120. (revoked – SG 18/11)

Art. 121. (amend. – SG 18/11) The non-observance of some of the requirements under Art. 118 and 119 shall not cause invalidity of the commercial guarantee and the consumer may refer to it and to claim for fulfillment of the indicated in the declaration of providing a commercial guarantee.

Section III. Claims

Art. 122. The consumer shall have right of claim for every discrepancy of the commodity or the service with the contract, including for second hand commodities, when after the delivery, upon the primary examination or upon its maintenance, installation, testing or exploitation, are found discrepancies with the contract for sale.

Art. 123. (1) The consumer shall be entitled to lodge a claim for the commodity or the service, regardless of the fact whether the producer or the entrepreneur has submitted a commercial guarantee of the commodity or the service.

(2) When the producer or the entrepreneur has submitted a commercial guarantee of the commodity and the satisfaction of the claim shall be made by an exchange of the commodity with another one in conformity of the contract, the entrepreneur shall be obliged to keep for the consumer the primary guarantee conditions. When the claim shall be satisfied by repairing the commodity, the made repairs shall be described in the guarantee card and the period of the repair shall be added to the guarantee period.

Art. 124. (1) At lodging a claim for a commodity, the consumer may claim for a refund of the paid sum, for an exchange of the commodity with another one in conformity of the contract, for a discount of the price or for a free of charge repair under the conditions and by the order of Art. 113 and 114.

(2) At lodging of the claim for the service, the consumer may claim for implementing of the service in conformity of the contract, for a discount of the price or for a refund of the paid sum.

Art. 125. (1) The claim shall be lodged before the entrepreneur or a person, authorized by him/her.

(2) The claim shall be lodged orally or in written form.

(3) At lodging a claim the consumer shall indicate the subject of the claim, the preferred by him way for satisfaction of the claim, respectively the size of the claim sum, and address for contact.

(4) At lodging a claim the consumer obligatory shall add the documents, which the claim is based on:

1. till receipt or invoice;

2. protocols, acts and other documents, which establish the discrepancy of the commodity or the service with the contract;

3. other documents, which establish the claim by its ground and size.

Art. 126. (1) The claim for a consumer commodity may be lodged within two years from the delivery of the commodity, but not later than within two months from the establishment of the discrepancy with the contract. The claim for services may be lodged within 14 days from the finding of the discrepancy of the service with the contract.

(2) (new – SG 18/11) The term referred to in par. 1 shall stop expiring in the time, required for the repair of the consumer commodity pr for reaching an agreement by and between the seller and the consumer for settling the dispute.

(3) (prev. par. 2, amend. – SG 18/11) If the trader has provided commercial guarantee for the commodity and the term of the guarantee is longer than the terms for lodging a claim under para. 1, the claim may be lodged prior to expiration of the term of the commercial guarantee.

Art. 127. (1) The entrepreneur or a person, authorized by him, shall be obliged to accept the claim, if it is lodged timely.

(2) (amend. – SG 18/11) The trader shall be obliged to maintain a register of the claims placed before him/her and before authorized by him/her persons.

(3) (suppl. – SG 61/14, in force from 25.07.2014) At lodging a claim, the persons under para 1, shall obligatory describe it in the register, whereby the consumer shall be issued a document stating the date, the number under which the complaint is entered in the register, the type of the good and signature of the person having accepted the complaint.

(4) (amend. – SG 18/11; suppl. – SG 61/14, in force from 25.07.2014) The acceptance of claims shall be made during the whole work time in the trading place where the commodity has been purchased or the service has been ordered, at the registered address of the trader or in any other place, indicated by the trader. The complaint may alternatively be addressed on any of the business premises of the trader within the country where commercial activity similar to the activity on the facilities where the good was purchased is pursued. The right to choose a point of placing a claim shall belong entirely to the consumer.

Art. 128. (1) (revoked – SG 18/11)

(2) Where the entrepreneur satisfies the claim, he/she shall issue an act for this, which shall be made in two copies, and shall obligatory submit one copy to the consumer.

Art. 129. The lodging of a claim before the entrepreneur shall not be an obstacle to lodge a claim before the court.

Section IV.

Responsibility for damages caused by a defect of commodity

Art. 130. (1) This section shall be applied for the responsibility of the producers, the distributors and the entrepreneurs for damages, caused by a defect of produced or delivered by them commodity.

(2) A commodity shall be every movable property, regardless whether it is a part of another movable or immovable property, including the following agricultural materials and products, which have passed under a primary treatment or revision: agricultural cultures, products and materials from stock-breeding, hunting and fishing. A commodity also shall be the electricity.

(3) (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) A producer shall be every person, which by his occupation produces commodities in completed form, materials and components included in the production of other commodities, or which represent him/herself

as a producer by putting on the commodity his/her name, trade mark or other distinguishing sign. A producer also shall be every person, which by his occupation imports commodities in the territory of the European Union with purpose of sale, giving for rent or on lease, or uses every other form of distribution of the commodities in the territory of the Union.

(4) A distributor or an entrepreneur shall be every person, different from the producer, which puts in circulation a commodity. The commodity shall be put in circulation, when the producer has relieved from it voluntarily. The commodity may be put in circulation only once.

Art. 131. (1) Compensated under this section shall be the damages, caused by:

1. death or physical injury to an individual body;

2. (amend. and suppl. – SG 64/07, in force from 08.09.2007) damage or destruction of a property, different from the defective commodity at a value not less than 1 000 BGN, when the property is meant mainly for personal use and is being used by the injured person by its purpose.

(2) The injured person may exercise his/her right of compensation for non-property damages, caused by a defective commodity, under the general order.

Art. 132 (1) The commodity shall be defective when it does not meet the universally accepted expectation for common use, as to be taken into account all the circumstances related to:

1. the provision of the commodity regarding the following elements: quality, quantity, name, type, content, origin, durability, distinguishing characteristics, common and possible use of the commodity, the advertisement of the commodity and the provided information about it, and

2. the moment of putting the commodity in circulation.

(2) The commodity shall not be considered as defective for the only reason, that subsequently another commodity with better characteristics has been put in circulation.

Art. 133. (1) The producer shall be responsible for the damages, caused by a defect of his/her commodity, regardless whether he/she is guilty for its defect.

(2) The producer shall be responsible for the defect, even when the commodity is produced under the observance of the existing standards and good practices or its putting in circulation is a result of a permission, issued by an administrative body.

Art. 134. (1) (amend. and suppl. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) When the producer of the commodity or the person importing the commodity in the territory of the European Union cannot be established, the responsibility under Art. 133 shall be borne by every distributor or entrepreneur of the commodity.

(2) Para 1 shall not be applied when the distributor or the entrepreneur provides within a term of 14 days the information about the name and the address of the producer, the importer or the person, who has delivered the commodity.

(3) The distributor or the entrepreneur may not direct the injured person to a person out of the bounds of the Republic of Bulgaria.

Art. 135. (1) When two or more persons are responsible for one and the same damage, their responsibility shall be joint.

(2) At damage, caused by a defect of commodity, included in another commodity, the producer of the component part and the person who has made the installation shall bear joint responsibility.

Art. 136. The injured person shall prove the damage, the defect and the causal relation between them.

Art. 137. (1) The producer shall not be responsible under Art. 133, if he/she proves, that:

1. he/she has not put the commodity in circulation, or
2. after been taken into account all the circumstances, it is possible that the defect, caused the damage, has not existed at the moment, which the producer has put the commodity in circulation, or the defect has appeared subsequently, or:
3. he/she has not produce the commodity for sale of other form of distribution with commercial purpose and has not produced or distribute the commodity within the range of its professional activity, or
4. the defect is due to a non correspondence of the commodity to the obligatory requirements, determined by state bodies, or
5. the status of the scientific-technical knowledge by the moment of putting the commodity in circulation has not permitted the establishment of the defect.

(2) The producer of the component part shall not be responsible under Art. 133, if he/she proves that the defect of the component part is due of the development or the design of the commodity in which this part is included, or of instructions for the commodity, given by the producer.

Art. 138. (1) The producer may be absolve of responsibility under Art. 133 or his/her responsibility may be reduced, when the damages are caused simultaneously by the defective commodity and the actions of the injured person or a person, which he/she is responsible for.

(2) The responsibility of the producer may not be reduced, when the damage is caused simultaneously by the defective commodity and by an action or inaction of a third person.

Art. 139. Void shall be every clause in a contract, which provides acquittal or restraint of the responsibility of the producer towards the injured person for damages, caused under this section.

Art. 140. (1) The claim for compensation for damages, caused by a defect of commodity, may be lodged within three years from the date, on which the claimant has known or has been obliged to know for the damage, the defect and the identity of the producer.

(2) For the stopping and the interruption of the statutory limitation, shall be applied the provisions of the Law of obligations and contracts.

Art. 141. The rights of the injured person under this section shall be lapsed with the expiration of 10 years from the date, on which the producer has put in circulation the commodity caused the damage, unless the injured person in the meantime has lodged a claim against the producer.

Art. 142. The provisions of this section shall not deprive the injured person of his/her right of compensation under another law.

Chapter six.

UNEQUAL CLAUSES OF THE CONSUMER CONTRACTS

Art. 143. An unequal clause of the contract, concluded with a consumer, shall be every agreement to his/her detriment, which does not meet the requirement for conscientiousness and shall lead to a considerable imbalance between the rights and the obligations of the entrepreneur or the provider and the

consumer, and which clause:

1. shall absolve of responsibility or shall restrict the responsibility of the producer, the entrepreneur or the provider, provided by this Act, in case of death and physical injuries of the consumer, caused in a result of an action or inaction by the entrepreneur or the provider;

2. shall exclude or restrict the rights of the consumer, provided by a law, regarding the entrepreneur or the provider or another person for full or partial non-fulfillment or incorrect fulfillment of contractual obligations, including the exclusion of the opportunity of set-off an obligation toward the entrepreneur or the provider with another counter claim, which the consumer has against him/her;

3. shall put the implementation of the obligations of the entrepreneur or the provider to become dependent on a condition, whose fulfillment depends only on his/her will;

4. shall allow to the entrepreneur or the provider to keep the paid by the consumer sums in case the consumer refuses to conclude or fulfill the contract, and simultaneously shall not provide a right of the consumer to receive a compensation at the same value at non-conclusion or non-fulfillment of the contract by the entrepreneur or the provider;

5. shall oblige the consumer, at non-fulfillment of his/her obligations, to pay a high compensation or liquidated damages, which are groundless;

6. shall permit to the entrepreneur or the provider to release from his/her obligations under the contract in his/her judgment, when the same opportunity has not been provided for the consumer, as well as to keep the sum received for performance which has not been fulfilled, when he/she break the contract by him/herself;

7. shall permit to the entrepreneur or the provider to break the action of a contract unlimited to term, without prior notice, unless there are serious grounds for this;

8. shall provide ungrounded short term for tacit consent for continuation of the contract at non-opposition of the consumer;

8a. (new - SG 57/15) provides for automatic extension of a temporary contract, where the consumer does not express their wish for its termination and the term for doing so is unreasonably remote from the date of expiry of the temporary contract;

9. shall impose to the consumer the acceptance of clauses, which he/she has not the possibility to acquaint with, before the conclusion of the contract;

10. shall allow to the entrepreneur or the provider to change unilaterally the conditions of the contract on the base of a ground which is not provided in the contract;

11. shall allow to the entrepreneur or to the provider to change unilaterally, groundless, the characteristics of the commodity or the service;

12. shall provide the price to be determined at the receipt of the commodity or the provision of the service or shall entitle the entrepreneur or the provider to increase the price, without the consumer in these case to be entitled to withdraw from the contract, if the finally determined price is considerably higher in comparison with the price agreed on, upon the conclusion of the contract;

13. shall entitle the entrepreneur or the provider to define whether the commodity or the service meet the indicated conditions in the contract or shall provide him/her the exclusive right to interpret the clauses of the contract;

14. shall impose to the consumer to fulfill his/her obligations, even if the entrepreneur or the provider does not fulfill his/hers;

15. shall give to the entrepreneur or the provider, without the consent of the consumer, to assign his/her rights and obligations under the contract, when it may cause to a restriction of the consumer's guarantees;

16. shall exclude or obstruct the right of lodging a claim or the use of other means by the consumer for the resolution of the dispute, including obliging the consumer to claim exclusively before a definite court of arbitration, which is not provided by the law; shall restrict groundless the means of proof which the consumer dispose of, or imposes to him/her the burden of proof, which regarding the applicable law shall be

for the other party of the contract;

17. shall restrict the commitment of the entrepreneur or the provider from obligations undertaken by his/her representatives or shall put his/her obligations according to the observance of a definite condition;

18. (new - SG 57/15) does not allow the consumer to assess the economic consequences of entering into the contract;

19. (prev. text of Item 18 - SG 57/15) shall provide other similar conditions.

Art. 144. (1) The provision of Art. 143, item 7 shall not be applied for clauses, at which the provider of financial services is keeping his/her right at the presence of well-grounded reason to break, unilaterally and without prior notice, the contract concluded with unlimited duration, under the condition that the provider of the financial services has taken the obligation to notify immediately the other party/parties of the contract for its termination.

(2) The provision of Art. 143, item 10 shall not be applied for clauses, at which:

1. (amend. – SG 61/14, in force from 25.07.2014) the provider of financial services has kept his/her the right at the presence of well-grounded reason to change without prior notice a rate of interest, due by the consumer or to the consumer, or the value of every other charges related to financial services, under the condition that the provider of the financial service has took the obligation to notify about the change the other party/parties of the contract within a term of 7 days and the other party/parties of the contract shall be entitled to break the contract immediately;

2. the entrepreneur or the provider of financial services is keeping his/her right to change unilaterally the conditions of a contract unlimited to term, under the condition that he/she has take the obligation to inform the consumer within a term of three days for the changes and the consumer shall be entitled to break the contract.

(3) The provisions of Art. 143, item 7, 10 and 12 shall not be applied regarding:

1. the transactions with securities, financial instruments and other commodities or services, which price is related to the fluctuations/changes of the quotation on the stock exchange or index, or to the size of the rate of interest on the financial market, which are out of the control of the entrepreneur or the provider of financial services;

2. the contracts for purchase or sale of foreign currency, travel checks or international cash transfers in foreign currency.

(4) The provision of Art. 143, item 12 shall not be applied at clauses of indexation of prices, under the condition that the clauses are legal and the method of change of the prices is described clearly and in details in the contract.

Art. 145. (1) Un unequal clause of a contract, concluded with the consumer, shall be assessed as to be taken into account the type of the commodity or the service – subject of the contract, all the circumstances, related to its conclusion upon the date of its conclusion, as well as every other clauses of the contract or of other contract, which it depends on.

(2) The assessment of unequal clause of a contract shall not include the determination of its main subject, as well as the correspondence between the price and the remuneration on the one side, and the commodity and the service which shall be delivered or implement in return for on the other side, under the condition these clauses of the contract to be clear and comprehensible.

Art. 146. (1) The unequal clauses of the contracts shall be void, unless they shall be agreed separately.

(2) Shall not be agreed separately the clauses, which are made in advance and for this reason the consumer has not had the opportunity to influence their content, particularly in the cases of a contract under general terms.

(3) The circumstance that some of the conditions are separately agreed, shall not exclude the application of this section toward the rest part of the contract.

(4) When the entrepreneur or the provider claim, that a definite condition of the contract is separately agree, he/she shall bear the burden of proof.

(5) At the presence of unequal clauses of a contract, concluded with the consumer, shall not lead to its negligibility, if the contract may be also applied without these clauses.

Art. 147. (1) The clauses of the contracts, offered to the consumers, shall be made in a clear and unambiguous way.

(2) When in doubt about the meaning of a term it shall be interpreted in a way favorable to the consumer.

Art. 147a. (new – SG 61/14, in force from 25.07.2014) Upon conclusion of a contract based on general terms and conditions with a consumer, the general terms and condition shall be binding on the consumer only if they have been provided thereto and the consumer has consented to the said terms and conditions.

(2) The consumer consent to the general terms and conditions shall be certified by their signature.

(3) The trader or an authorized representative thereof shall be obligated to hand over to the consumer a copy of the general terms and conditions signed thereby.

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

(5) The consent clause to the general terms and conditions of the contract and declaring that the consumer has received the said terms, included in individual contracts, shall be no evidence of an actual acceptance of the general terms and conditions and receipt of a copy by the consumer.

Art. 147b. (new – SG 61/14, in force from 25.07.2014) (1) The trader shall be obligated to inform the consumer of any amendment of the general terms and conditions under the concluded contract within 7 days from the occurrence of this circumstance by telephone, email or mailing address indicated by the consumer.

(2) Where the consumer disagrees with the amendments in the general terms and conditions, the consumer may withdraw from the contract without providing any reason thereof and without compensation or penalty, or may continue to implement the said contract under the terms effective before the amendment.

(3) (suppl. - SG 57/15) The consumer shall exercise their right under par. 2 by sending to the trader a notice in writing within one month after the receipt of the communication under par. 1. Para 2 shall not apply to the cases, where the amendment of the general terms and conditions is a result of orders or instructions of a competent authority.

(4) The amendment in the general terms and conditions shall be binding upon the consumer under the contract where the consumer has been informed of the said amendments subject to compliance with the provision of par. 1) and the consumer has not exercised the right thereof under par. 2 and 3.

(5) The trader shall be obligated to establish the fact of notification of the consumer of the amendment of the general terms and conditions.

Art. 148. (1) (prev. Art. 148 – SG 61/14, in force from 25.07.2014) The Commission for Consumers Protection:

1. shall make directions and recommendations in connection with the concrete unequal clauses in contracts under general terms or in contracts, used in definite branches and sectors of activity;

2. shall recommend the use of definite clauses in the contracts, used in certain specific branches and

sectors of activity;

3. shall carry out negotiations with representatives of associations of entrepreneurs regarding production of sample contracts, applied for certain branches and sectors of businesses.

4. (new – SG 18/11; suppl. – SG 61/14, in force from 25.07.2014; amend. - SG 57/15) shall notify the competent court in case of existing disparate clauses in the contracts with the general terms and conditions for their announcement to be null and void pursuant to the provisions of Section IV in cases where the undertaken measures under item 1 or par. 4 have remained without a result and the contractual clauses may affect a large number of consumers or it is possible that those are used also by other entrepreneurs.

(2) (new - SG 61/14, in force from 25.07.2014) Where a statutory instruments provides for a governmental body to approve the general terms and conditions of the contracts with consumers and the subsequent amendments thereof, the said terms and conditions and the amendments shall be sent to the Commission for Consumer Protection for an opinion as to the existence of unfair provisions. The governmental body shall approve the general terms and conditions of the contracts with consumers only if the Commission for Consumer Protection approves the general terms and conditions 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 61/14, in force from 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 61/14, in force from 25.07.2014) Where the Commission for Consumer Protection determines that the general terms and conditions contain unfair provisions within the meaning given by this Chapter, the said Commission shall allocate to the trader a 14-day time limit to adjust the said unfair terms.

Art. 148a. (new - SG 57/15) The claims referred to in this Chapter shall be examined as set out in Chapter Twenty-Five of the Code of Civil Procedure.

Chapter seven.

CONTRACTS FOR PURCHASING OF THE RIGHT TO USE IMMOVABLE PROPERTIES ON A TIMESHARE BASIS. CONTRACTS FOR LONG-TERM HOLIDAY PACKAGES. RE-SALE AND EXCHANGE CONTRACTS (TITLE AMEND. – SG 18/11)

Art. 149. (amend. – SG 18/11) The purpose of the provisions of this Chapter is to provide protection to the consumers in the course of offering, sale, re-sale and exchange of rights and/or services under contracts for purchasing of the right to use immovable properties on a timeshare basis and under contracts for long-term holiday packages.

Art. 150 (amend. – SG 18/11) (1) The provisions of this Chapter shall apply to contracts concluded by and between a vendor and a consumer.

(2) Consumer shall mean any natural person acting for purposes which are beyond the commerce, business, occupation or profession of this person.

(3) Vendor shall mean any natural or legal person and any other person, acting on behalf and at the expense of the vendor, acting for purposes, related to the commerce, business, occupation or profession of this person.

(4) The provisions of this Chapter shall not exclude or limit the application of rules, stipulated in a law, concerning:

1. entering of movable property or immovable property into a special register or the transfer of properties;

2. establishment of the vendor and the requirements of a permissive, license or another regime of carrying out of a business.

Art. 151. (amend. – SG 18/11) contract for the right to use of immovable properties on a timeshare basis shall mean any contract concluded for at least one years under which a consumer, on payment of a certain price shall acquire the right to use one or more immovable properties or another movable property, used for accommodation for more than one period of stay.

Art. 152. (amend. – SG 18/11) Long-term holiday package contract means a contract for not fewer than one year, under which a consumer on payment of a particular price shall be entitled to reductions or to other advantages for accommodation for a particular period with or without provision of transport or other services.

Art. 153. (amend – SG 18/11) Re-sale contract means a contract under which a vendor against payment shall assist a consumer to sale or purchase a right to use property on a time-share basis or a long-term holiday package.

Art. 154. (amend. – SG 18/11) Exchange contract mean a contract, under which a consumer against payment joins an exchange scheme, in which against temporary provision to other persons of the rights, arising out of his/her contract for the right to use property on a time-share basis shall acquire access to an immovable property or to another movable property, used for overnight accommodation or other services.

Art. 155. (amend. – SG 18/11) Supplementary agreement means a contract under which a consumer shall receive services, related to the contract for purchase a right to use property on a time-share basis or a long-term holiday packages, whereas these services shall be provided by the vendor or by a third person on the grounds of an agreement between the third person and the vendor.

Art. 156. (amend. – SG 18/11) Before the consumer becomes bound by a proposal or a contract under this Chapter, the vendor shall provide him/her on due time correct and sufficient information, required for taking informed decision, in a standard form of provision of information on:

1. contracts for purchase a right to use property on a time-share basis according to Attachment No. 1;
2. contracts for long-term holiday packages according to Attachment No. 2;
3. re-sale contracts according to Attachment No. 3;
4. exchange contracts according to Attachment No. 4.

Art. 157. (amend. – SG 18/11) The information under Art. 156 shall be provided to the consumer free of charge, in a clear and understandable form, on a hard copy or on a different accessible for the consumer durable carrier.

Art. 158. (amend. – SG 18/11) The information referred to in Art. 156 shall be provided in the language or in any of the languages of the European Union member state, where the consumer is residing or a citizen of which he/she is, at his/her option, provided that this is a European Union official language.

Art. 159. (in force from 01.01.2007; amend. – SG 18/11) Any advertising referring to a contract or

a group of contracts covered by this Chapter, shall indicate the possibility of obtaining the information referred to in Art. 156 and where it may be obtained

Art. 160. (In force from 01.01.2007; suppl. – SG 64/07, in force from 08.09.2007; amend. – SG 18/11) (1) Where the consumer is offered a contract under this Chapter, during an event, organized for promotional or sale reasons, the vendor must indicate in the invitation sent to the consumer, also the commercial objective and the nature of this event.

(2) The vendor shall be obliged to make the information referred to in Art. 156 available to the consumer at any time of the event under par. 1.

Art. 161. (amend. – SG 18/11) Offering or sale of the right to use property on time-share basis or of a long-term holiday package as investment shall be prohibited.

Art. 161a. (new – SG 18/11) For the calculation of the term of a contract for a purchase of the right to use property on time-share basis or of a contract for long-term holiday packages each clause of the contract for silent renewal or extension shall be taken into account.

Art. 161b. (new – SG 18/11) (1) The contracts covered by this Chapter shall be concluded in writing, on a hardcopy or on another durable carrier, in the language or in one of the languages of the European Union member state, in which the consumer is residing or a citizen of which he/she is, at his/her option, provided that this is a European Union official language.

(2) Where the consumer is residing or the vendor is exercising its commercial or professional activity in the territory of the Republic of Bulgaria, the contract shall be executed in the language under par. 1 and in Bulgarian language.

(3) For contracts for purchase a right to use property on a time-share basis related to a particular real estate, the vendor shall provide the consumer with the contract executed in the language under par. 1 and in a certified translated copy in the language or in one of the languages of the European Union member state, in which the property is located, provided that this is a European Union member state.

Art. 161c. (new – SG 18/11) (1) Pre-contractual information referred to in Art, 156, shall be an integral part of the contract. The vendor may not amend the content of the provided information under Art. 156, except for the cases, where:

1. the parties expressly agree upon differently, or
2. the amendments have been made because of unusual and unforeseeable circumstances which are out of vendor's control, and the consequences thereof cannot be avoided by him/her, even upon making all relevant efforts.

(2) Any modification of the provided information, made in compliance with the provisions of par. 1, shall be communicated to the consumer on a hard copy or on another accessible for him/her durable carrier prior to the conclusion of the contract and shall be expressly indicated in the contract.

Art. 161d. (new – SG 18/11) The contracts covered by this Chapter, shall contain:

1. the names, National ID Number (personal number or personal number of a foreigner), permanent and current address of the consumer;

2. the company, legal organizational form, Unified ID code, main office and registered address of the vendor – legal entity, or the names, National ID Number (personal number or personal number of a foreigner), and mailing address of the natural person;

3. information on the respective type of contract in compliance with Art. 156;
4. carried out modifications in the provided information under Art. 156 on the respective type of contract;
5. separate standard form facilitating the exercising of the right of withdrawal of the consumer from the concluded contract in compliance with Attachment No. 5;
6. date and place of conclusion of the contract and contractual parties signatures.

Art. 161e. (new – SG 18/11) (1) Prior to conclusion of a contract under this Chapter, the vendor shall expressly advise the consumer, that he/she is entitled to withdrawal from the contract, of the duration of the period, within which he/she may exercise his/her right to withdrawal, and of the prohibition to make advance payment within the time of the period of withdrawal.

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

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

Art. 161f. (new – SG 18/11) (1) The consumer shall have the right, without being liable to pay any compensation or penalty and without giving reasons, to withdraw from the concluded contract for purchasing a right to use property on a time-share basis, for long-term holiday packages, for re-sale or exchange, within 14 calendar days as from the date of:

1. conclusion of the contract or conclusion of a binding preliminary agreement, or

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

(2) Where the vendor fails to fill and/or fails to provide the consumer with a hard copy or another durable carrier with the standard form for withdrawal from a concluded contract under Art. 161d, item 5, the consumer shall have the right to withdraw from the contract within one year and 14 calendar days, as from the date of conclusion of the contract or of the binding preliminary agreement or as from the date of its receipt.

(3) Where the vendor has filled up and provided to the consumer the standard form for withdrawal from the concluded contract on a hard copy or on another durable carrier within one year from the date of conclusion of the contract or of the preliminary binding agreement or from the date of its receipt, the term referred to in par. 1 for exercising of the right to withdrawal from the contract shall start elapsing from the date, on which the consumer has received the form referred to in Art. 161d. item 5.

(4) Where the trader has failed to provide the consumer with a hard copy or another durable carrier with the information referred to in Art. 156, the consumer shall have the right to withdraw from the contract within three months and 14 calendar days, as from the date of conclusion of the contract or of the binding preliminary agreement or as from the date of its receipt.

(5) Where the trader has provided the consumer with a hard copy or another durable carrier with the information referred to in Art. 156 within three months, as from the date of conclusion of the contract or of the binding preliminary agreement or as from the date of its receipt, the term referred to in par. 1 for exercising of the right to withdrawal from the contract shall start elapsing from the date of provision of the information referred to in Art. 156.

(6) Where the consumer has concluded at the same time a contract for purchasing the right to use property on a time-share basis and an exchange contract, only one term for exercising of the right to withdrawal from the contract shall apply to both contracts, which shall start elapsing according to the provisions of par. 1.

Art. 161g. (new – SG 18/11) (1) A consumer, wishing to exercise his/her right to withdraw from the concluded contract, shall be obliged to notify he vendor thereof on a hard copy or on another durable

carrier prior to expiration of the deadlines, referred to in Art. 161f. The consumer may also use the standard form facilitating the exercising of the right to withdrawal under Art. 161d, item 5.

(2) The exercising of the right to withdraw by a consumer from the concluded contract shall terminate the contractual parties rights and obligations, whereas the consumer shall not be liable to cover any expenses and to pay for services, provided to him/her prior to the withdrawal.

Art. 161h. (new – SG 18/11). Requesting and receipt of advance payments, provision of guarantees, blocking of amounts in accounts, explicit recognition of liabilities and any other counter provision of services for the vendor or for third parties shall be prohibited under contracts for:

1. purchasing of the right to use property on a time-share basis, for long-term holidays packages and for exchange – prior to expiration of the deadlines for exercising of the right to withdrawal from the concluded contract referred to in Art. 161f;

2. re-sale – prior to the implementation of the actual sale or termination of the re-sale contract in any other way.

Art. 161i. (new – SG 18/11). (1) Under contracts for long-term holiday packages the payment shall be made following a deferred payment schedule produced in advance. The payments, including the membership fees, shall be divided in equal annual installments.

(2) Payment of the price, indicated in the contract, shall be prohibited to be made in any other way which is not in compliance with the deferred payment schedule referred to in par. 1.

(3) The vendor shall be obliged to send to the consumer a written invitation for effecting the payment on a hard copy or on another durable carrier minimum 14 days prior to the respective due date.

(4) (amend. - SG 57/15) In case of receiving an invitation for payment of the second or any subsequent annual installment the consumer shall have the right to terminate the contract for long-term holiday packages without having to pay a compensation and/or penalty, by addressing to the vendor a notification within 14 calendar days as from the date of receipt of the invitation to pay any of the annual installments.

Art. 161j (new – SG 18/11) (1) Where the consumer has exercised his/her right to withdrawal from a contract for purchase of the right to use a property on a time-share basis or from a contract for long-term holiday packages, each exchange contract, related to those contracts or any other supplementary agreement shall be terminated, whereas the consumer shall not be liable to cover any expenses, nor pay a compensation and/or a penalty.

(2) Where the consumer has exercised his/her right to withdrawal from a contract under this Chapter, the price of which has been fully or partially covered by a credit, granted to the consumer by the vendor or by a third party based on an agreement between the vendor and the third party, the credit agreement shall be terminated, whereas the consumer shall not be liable to cover any expenses, nor pay a compensation and/or a penalty.

Art. 161k. (new – SG 18/11) (1) Where under a contract pursuant to Art. 151 – 154 the law of a European Union member state is applicable, each contractual clause, by which the consumer waives his/her rights granted by the provision of this Chapter, shall be null and void.

(2) Where under a contract pursuant to Art. 151 – 154 the law of a non-European Union member state is applicable, the consumers shall have the rights referred to in this Chapter in the following cases:

1. where the subject of the contract is related to a property or properties, some of which is located in the territory of a European Union member state, or

2. where the subject of the contract is not related to an immovable property, but the vendor

exercises a commercial or a professional activity in a European Union member state, or in any way his/her activity is oriented to a European Union member state, and the respective contract falls into the scope of this activity.

Art. 161l. (new – SG 18/11) (1) The Commission for the protection of consumers shall inform the consumers of their rights and obligations in the course of offering and conclusion of contracts under this Chapter, of the opportunities for out-of-court settlement of consumers' disputes and it shall consider complaints, warnings and proposals of consumers and of consumers' associations.

(2) The Commission for the protection of consumers shall encourage the vendors and their branch organizations to inform the consumers of its codes of good practices and of the existing opportunities for out-of-court settlement of consumers' disputes, related to contracts under this Chapter.

Art. 161m. (new – SG 18/11; amend. - SG 57/15) Reconciliation commissions and mediators, set up following the provisions of Chapter Nine, Section III, shall assist in settlement of disputes between consumers and vendors, arising out of and in connection with the contracts under this Chapter.

Art. 161n. (new – SG 18/11) (1) Any agreements between a vendor and a consumer, which in conflict with the provisions of this Chapter and leads to impairment of consumer's interests or to limitation of vendor's liability under this act, shall be null and void.

(2) Where the provisions of Art. 158, 161, 161b, 161c, 161d, 161h and 161i are not complied with, the respective contract shall be invalid.

Art. 161o. (new – SG 18/11) (1) The provisions of this Chapter shall not exclude involvement of other legal means for the protection of consumer's rights and interests at his/her option.

(2) To all cases not covered by this Chapter, the provisions of the Obligations and Contracts Act shall apply.

Chapter eight.

BODIES AND ORGANIZATIONS FOR CONSUMER PROTECTION

Section I.

Administrative bodies for consumer protection

Art. 162. (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy carry out and coordinate the state policy in the sphere of the consumer protection.

Art. 163. (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy shall undertake measures for integration of the policy of consumer protection at carrying out the other sector and horizontal policies.

Art. 164. (1) (prev. text of art. 164 - SG 53/06, in force from 30.06.2006; amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy:

1. shall make for amendments of active and acceptance of new normative acts in the sphere of consumer protection;

2. shall issue acts of secondary legislation in the sphere of consumer protection in the cases provided for by a law;

3. shall give statements on normative acts which are related to the consumer protection;

4. shall manage the work of the National Council of consumer protection;

5. shall coordinate the activity of the other administrative bodies bearing relation to the consumer protection;

6. shall realize a co-operation with the administrative bodies for consumer protection of other countries and shall represent the Republic of Bulgaria in the international organizations for consumer protection;

7. (*) (new - SG 53/06) compile a list of the qualified organizations in the Republic of Bulgaria, which have a lawful interest to lay claims for stoppage or for prohibition of actions or trade practices, which are in violation of the collective interests of the consumers.

(2) (*) (new - SG 53/06; amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The list under para 1, item 7 shall be compiled on the basis of criteria, defined by the Minister of Economy.

(3) (*) (new - SG 53/06; amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy shall present to the European Commission the list of the qualified organizations in the Republic of Bulgaria, as well as their subject of activity and legal-organizational form.

Art. 165. (1) (amend. - SG 82/09, in force from 16.10.2009; amend. SG 15/13, in force from 01.01.2014; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Commission for Consumers Protection shall be a corporate body with budget maintenance with residence in Sofia. It shall be a collegial body with the Minister of Economy, with regional units at the territory of the country.

(2) (amend. - SG 18/10, in force from 05.03.2010) The Commission for Consumers Protection shall consist of three members, including chairman, which shall be elected for a five-year term with 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 jurist and one of them shall be an economist.

(3) The Commission for Consumers Protection:

1. shall adopt an annual plan-program and periodical plans for carrying out control activity;

2. (amend. and suppl. – SG 64/07, in force from 08.09.2007; amend. – SG 102/08) shall carry out control of unfair commercial practices;

3. shall lodge claims for collective consumer protection;

4. shall prepare directions and recommendations in connection with concrete unequal clauses of the contract;

5. shall carry out control of safety of the commodity and services in accordance to the requirements of this Act.

(4) The chairman of the Commission for Consumers Protection:

1. shall represent the Commission and authorize persons which shall represent it;

2. shall manage the meetings of the Commission;

3. (amend. – SG 64/07, in force from 08.09.2007) shall organize and manage the activity of the Commission;

4. shall exercise the functions of a body of the appointment, regarding the civil servants and the employer regarding the servants who work in labour legal relationships;

5. shall conclude contracts, necessary for the activity of the Commission and its administration, or shall authorize persons for their conclusion;

6. shall issue individual administrative laws and penal provisions and shall impose compulsory administrative measures, and shall authorize civil servants to issue penal provisions in the cases, provided in normative acts.

(5) The chairman and the members of the Commission for Consumers Protection shall meet the following requirements:

1. to be Bulgarian citizens;
2. to have a higher education with degree "master";
3. to have at least 5 years of professional practice;
4. (amend. – SG 42/09) not to hold positions and not to carry out activity as per Art. 19, para 6 of the Administration Act;
5. (new – SG 56/12) not to hold a leading position in a political party or organisation.

(6) (amend. – SG 42/09; amend. – SG 97/10, in force from 10.12.2010, amend. - SG 7/18) Every member of the Commission shall be obliged to reveal in written form before the Commission every private interest within the meaning of the Act on Counteracting Corruption and on Seizure of Illegally Acquired Property upon taking a concrete decision, and not to participate in its consideration and its voting.

(7) (revoked – SG 42/09)

(8) The authorities of the members of the Commission shall be terminated at decease or ahead of term:

1. upon their written request;
2. at establishment of incompatibility with the requirements under this Act;
3. (amend. – SG 18/11, suppl. - SG 103/17, in force from 01.01.2018) upon enforcement of a court writ for a committed intentional unqualified crime, for which the appointing authority supervises ex officio;
4. at impossibility to implement their obligations for more than three months.
5. (new – SG 42/09; amend. – SG 97/10, in force from 10.12.2010) upon entry into force of an act with which a conflict of interest has been found pursuant to the Law for Prevention and Establishment of Conflict of Interests.

(9) At the termination of the authorities of a member of the Commission, within a term of one month from the day of the termination of the authorities, the competent body shall determine and appoint a new member till the expiration of the respective mandate.

(10) The activity, the structure and the organization of work and the personal staff of the Commission for Consumers Protection and its administration shall be determined with a structural regulation, adopted by the Council of Ministers.

Art. 166. The mayor of municipality shall create in the municipal administration a unit for consumer protection, through which:

1. (amend. – SG 61/14, in force from 25.07.2014) shall carry out control under chapter two, chapter four, section II and chapter five, section II and III;
2. shall consult the consumers regarding their rights under this Act;
3. shall provide to the Commission for Consumers Protection information about dangerous commodities;
4. shall approach the competent bodies at establishing violation of other normative acts which concern the rights and the interests of the consumers.

Section II.

Associations of the consumers

Art. 167. (1) Citizens shall be able to associate for the purpose of protecting the rights and the interests of the consumers.

(2) Shall not be entitled to hold managerial position in the managing bodies of the associations of the consumers:

1. civil servants in the state bodies and in the bodies of local government and local administration,

which perform the functions for consumer protection;

2. producers, importers, entrepreneurs and providers;
3. persons who hold a managerial or control positions in a trading company or cooperative;
4. persons, which hold a managerial position in a political party or organization.

Art. 168. (1) The associations of the consumers shall be non-profit associations, which:

1. function explicitly in consumers' interest;
2. are not related to e certain political party;
3. are economic independent from producers, importers, entrepreneurs and providers;
4. (amend. - SG 74/16, in force from 01.01.2018) are registered in the register of non-profit legal

entities, kept by the Registry Agency with the Justice Minister as associations for the public benefit.

(2) The circumstance under para 1, item 2 and 3 shall be proved by a declaration.

Art. 169. (1) The associations of the consumers shall be entitled to:

1. receive information about projects of normative acts, concerning the rights and the interests of the consumers, and to give statements for them;
2. inform the controlling bodies for cases of violation of the consumers' rights;
3. (amend. – SG 41/07) receive information from the state and municipal bodies about projects of methods for formation of prices of the social services related to heat supply, power supply, water supply and sewage system, transport, post- and electronic communications;
4. approach all the controlling bodies to perform checks, analyses and tests of the commodities and services;
5. cooperate on settlement of disputes between consumers and entrepreneurs;
6. approach the court for violation of the rights and the interests of the consumers in the cases and under the conditions of this Act;
7. conclude collective agreements with the associations of the entrepreneurs;

(2) The state bodies and the bodies of local government and local administration shall give support to the associations of the consumers in their activity related to the consumer protection.

Art. 170. (amend. – SG 18/11) (1) (amend. – SG 61/14, in force from 25.07.2014) Representative shall be the association of the consumers which meets the following requirements:

1. its objective is consumers' rights protection;
2. (amend. - SG 74/16, in force from 01.01.2018) is listed as an association for the public benefit in the register of non-profit legal entities, kept by the Registry Agency with the Justice Minister;
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 the country;
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) files claims for protection of the collective interests of consumers;
 - b) publishes magazines and specialized publications on consumer subjects;
 - c) provides assistance for settlement of consumer disputes;
 - d) carries out information activities and/or campaigns in the field of consumer protection;
 - e) carries out educational activities and/or campaigns in the field of consumer protection;
 - f) carries out comparative tests and researches of goods and services provided on the Bulgarian market;
 - g) it has got functioning reception–rooms for provision of advices and information to the

consumers, existing in at least one-third of the regional towns in the country.

(2) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The associations of the consumers shall be acknowledged to be representative in the meaning of par. 1 upon their request by the Minister of Economy.

Art. 170a. (new – SG 18/11) (1) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) In order to be acknowledged as representative within the meaning of Art. 170, par. 1, the consumers associations shall submit to the Minister of Economy an application, with attached thereto:

1. court resolution for registration;
2. certificate of current registration status, issued by the court at the place of initial registration;
3. (amend. - SG 74/16, in force from 01.01.2018) document certifying the registration of the association as an association for the public benefit in the register of non-profit legal entities, kept by the Registry Agency with the Justice Minister;
4. actual articles of association;
5. declaration by the members of association managing bodies, that they meet the requirements referred to in Art. 167, par.2;
6. an annual report on the activities carried out and on the results achieved for 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 the country, stating address, work hours, contact telephone numbers 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 Art. 170, par. 1, item 6 specific to the activities carried out by the association.

(2) (amend. – SG 61/14, in force from 25.07.2014) The documents under par. 1, items 1 - 5 shall be submitted as an original copy or as a certified copy. The documents under par. 1, items 6 – 9 shall be undersigned by the persons, representing the association.

(3) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Where irregularities are identified in the presented documents, the Minister of Economy or an official empowered by him/her shall notify in writing the applicant and shall issue instructions to correct them within 14 days.

(4) Failing to correct the irregularities within the term referred to in par. 3, the application shall remain unconsidered.

Art. 170b. (new – SG 18/11) (1) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The consumers association shall be acknowledged as representative by an order of the Minister of Economy.

(2) (amend. - SG 14/15) The order under par. 1 shall be issued within one month after the submission of the documents to the Ministry of Economy. In cases referred to in Art. 170a, par. 3, the term shall stop elapsing.

(3) By the order referred to in par. 1, the consumers association shall be acknowledged as representative on a national level for a period of three years.

(4) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Ministry of Economy shall publish on its Internet site updated list of the acknowledged as representative consumers associations.

Art. 170c. (new – SG 18/11; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The acknowledged as representative consumers associations shall be obliged to notify the Minister of Economy of every change of the circumstances referred to in Art. 170a, par. 1 not later than within 14 days after its occurrence.

Art. 170d. (new – SG 18/11) (1) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Within three months before the expiration of the period under the order referred to in Art. 170b, par. 3, the representative consumer associations shall submit an application to the Minister of Economy and on the initiation of a new procedure for recognition of the consumer associations as representative. The information and documents referred to in Art. 170a, par. 1 shall be attached to the said application.

(2) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy shall issue an order under Art. 170b, par. 1 following the provisions of Art. 170a and 170b.

Art. 170e. (new – SG 18/11) (1) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Officials empowered by the Minister of Economy shall carry out inspections for the existence of the representation criteria regarding each individual representative consumers association. The results of these inspections shall be presented in a report, which shall be submitted to the Minister of Economy.

(2) Within the scope of each financing procedure of consumers associations under Art. 172 inspections for the existence of the representing criteria shall be carried out.

(3) (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Depending on the results of the inspections referred to in par. 1 and 2 the Minister of Economy may revoke the order under Art. 170b, par. 3 prior to the expiration of the three-year term, where:

1. the consumers association, acknowledged as representative upon request fails to submit updated documents referred to in Art. 170a, par. 1;

2. the consumers association, acknowledged as representative has failed to notify of the changes in the circumstances within the term referred to in Art. 170c;

3. (amend. – SG 61/14, in force from 25.07.2014) it has been found out that the association does not meet the representing criteria under Art. 170, par. 1 or the declaration referred to in Art. 170a, par. 1, item 5 contains wrong information.

Art. 171. (1) The representative associations of the consumers shall participate in the National Council for consumer protection, in the collective and consultative bodies for consumer protection.

(2) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The representative associations of the consumers shall make a grounded offer to the Minister of Economy for appointment of representatives of the consumer organizations, which shall participate in the collective and consultative bodies for consumer protection.

Art. 172. (1) (suppl. – SG 18/11) The State may finance representative associations of consumers by the order of Art. 196, regarding the volume and the social importance of the accomplished work in the consumers' interest.

(2) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The funds under para 1 shall be apportioned by the Minister of Economy in his judgment regarding the activity and under the observance of the principles of objectivity, transparency and impartiality.

(3) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy in co-ordination with the Minister of Finance shall issue an ordinance for the conditions and the order of providing funds to the association of the consumers.

Section III.

National Council for Consumer Protection

Art. 173. (1) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from

25.07.2014; amend. - SG 14/15) The National Council for consumer protection shall be a consultative body with the Minister of Economy.

(2) The National Council for protection of the consumer shall consist of chairman, deputy chairman and 12 members.

(3) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Chairman of the National Council for consumer protection shall be the Minister of Economy, and deputy chairman shall be the deputy Minister of Economy and Energy, responsible for the politic for consumer protection.

(4) (amend. - SG 36/08; amend. - SG 82/09, in force from 16.10.2009; amend. and suppl. – SG 18/11; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15, amend. – SG 58/17, in force from 18.07.2017) The National Council for consumer protection shall include by one representative of the Ministry of Health, of the Ministry of Agriculture, Foods and Forestry, of the Ministry of Economy, of the Ministry of Transport, Information Technology and Communications, of the Ministry of Finance and of the Commission for consumer protection, the representatives of which shall be appointed by the respective Ministers, and also six representatives of the representative associations of the consumers.

(5) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 18/11; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The representatives of the representative associations of the consumers shall be appointed on the grounds of a justified offer to the Minister of Economy, prepared by them.

(6) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The personnel of the National Council for consumer protection shall be determined by an order of the Minister of Economy.

(7) (new – SG 61/14, in force from 25.07.2014) Representatives of consumers associations under Art. 168, par. 1, of traders and manufacturers associations and representatives of other ministries, administrations and regulatory bodies, related to consumers protection and who are not members of the board, depending on the issues scheduled for discussion and included in the session agenda may also participate in the meeting of the National consumers protection board.

Art. 174. (1) (amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The Minister of Economy shall issue a regulation for the work of the National Council for consumer protection.

(2) (amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The administrative service of the activity of the National Council for consumer protection shall be ensured by the Ministry of Economy.

Art. 175. (1) (amend. - SG 82/09, in force from 16.10.2009) The National Council for consumer protection:

1. (amend. – SG 61/14, in force from 25.07.2014; amend. - SG 14/15) shall consult the Minister of Economy for performing an effective consumer policy;

2. shall issue programs for performance of consumer policy;

3. (amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) shall make offers through the Minister of Economy for amendments and supplements of the legal regulation for consumer protection

4, shall make offers to the respective state bodies in connection with the effective application of the legislation related to consumer protection;

5. shall give statements at projects of normative acts, related to the rights of the consumers;

6. shall encourage the conclusion of agreements between associations of the consumers and associations of the entrepreneurs;

7. shall discuss other issues related to the protections of the consumers.

(2) By a decision of the National Council for consumer protection, commissions and working groups for resolving separate problem may be established with the Council.

Art. 176. (amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The National Council for consumer protection shall be summoned to session by the Minister of Economy at least once in four months and may take a decision when at the sessions participate at least two-thirds of its members. The decisions shall be taken with simple majority of its members. The National Council for consumer protection may be summoned also by the half of its members.

Art. 177. The members of the National Council for consumer protection shall not receive remuneration for their work in the Council.

Chapter nine. **CONSUMER DISPUTES**

Section I. **Consumer complaints and signals**

Art. 178. (1) (amend. – SG 18/11) For violation of the rights provided to them under this Act, the consumers and the associations of the consumers shall be entitled to file complaints, signals and suggestions to the controlling bodies which perform the functions for consumer protection. Copies of the complaints, signals and the suggestions may be sent and to the superior bodies.

(2) (amend. – SG 18/11; amend. - SG 61/14, in force from 25.07.2014) The complaints, signals and suggestions shall be filed to the Commission for protection of consumers in writing on a hard copy or electronically.

(3) (new - SG 61/14, in force from 25.07.2014) The complaint should contain:

1. name of the body, to which the complaint is filed;
2. the name, mailing and/or email address of the complainant;
3. against whom the complaint is filed, indicating the name/business name of the trader or of the trade facility, as well as its head office or registered address;
4. the complaints and the claims of the complainant;
5. signature of the person, filing it, where it is filed on a hard copy, or of his/her proxy; provided that the complaint is filed through a proxy, the power of attorney shall be attached thereto; should the complaint be filed electronically, there is no requirement for it to be signed by an electronic signature;
6. evidences, which are available to the complainant - copies of receipts, invoices, contracts, etc., on which his/her claim is based.

(4) (new – SG 18/11; prev. par. 3, amend. - SG 61/14, in force from 25.07.2014) In case the complaint does not meet the requirements of par. 3, the Commission for protection of consumers shall notify the claimant within 7 days after the receipt of the complaint and shall not institute proceedings for its consideration, until the irregularities get repaired.

(5) (new - SG 61/14, in force from 25.07.2014) The consumers signals and suggestions must comply with the requirements of par. 3, items 1 – 5.

(6) (prev. par. 3, amend. – SG 18//11; prev. par. 4- SG 61/14, in force from 25.07.2014) The complaints, signals and the suggestions, which have been filed to a non-competent body, shall be forward not later than 7 days from the date of their receipt to the competent body and their sender shall be notified thereof. The complaint, signal or the suggestion shall not be forwarded when there is information that the

problem has been referred to the competent body, too.

Art. 179. (1) (amend. – SG 18/11) The State bodies shall be obliged to register the filed complaint, signal or the suggestion of the consumers and to institute proceedings for their consideration. Shall not be instituted proceedings at anonymous signals.

(2) (amend. – SG 18/11) The body to which a complaint, signal or a suggestion has been filed shall be obliged to direct the consumer and to explain him/her his/her rights and obligations.

(3) To the persons, which demands are illegal or groundless or may not be satisfied by objective reasons, shall be indicated the reasons for that.

Art. 180. (1) (amend. – SG 18/11) When it is not necessary to be made a check under a complaint, a signal or a suggestion, the competent body shall be obliged to consider the case and to take a decision within a term of 14 days, and in the other cases – within one month from the date of the receipt of the complaint, signal or the suggestion.

(2) (amend. – SG 18/11) The decision under the complaint, signal or the suggestion shall be announce in writing to the sender and to the other interested persons and organizations, if there are such, within a term of 7 days from the date of its ruling.

(3) Decisions with a big social importance may be announced by the press or in other suitable way in the judgment of the body who has ruled them.

(4) (amend. – SG 18/11) When by a complaint, signal or the suggestion has been made a demand which has not been considered, the competent body in his/her answer to the sender shall present his/her reasons and grounds for this.

Art. 181. (1) (amend. – SG 18/11) complaint, signal or suggestion, filed again for an issue which already has its resolution, shall not be considered, unless they are in connection with the implementation of the decision or are grounded on new facts and circumstances.

(2) (amend. – SG 18/11) The complaint, signal or the suggestion, which shall not be considered, shall be returned to the sender, as he/she shall be notified for the reasons for this.

(3) (amend. – SG 18/11) Complaints, signals or suggestions concerning issues, which have been answered under para 2, but which contain new circumstances, shall be answered only with regard to the new circumstances.

Section II.

Alternative consumer dispute resolution (New - SG 57/15)

Art. 181a. (new - SG 57/15) (1) The provisions of the present Section shall apply to procedures for the alternative resolution of domestic and cross-border disputes concerning contractual obligations stemming from sales contracts or service contracts between a trader established on the territory of the European Union and a consumer resident on the territory of the European Union through the intervention of an alternative dispute resolution entity which proposes or imposes a solution or brings the parties together with the aim of facilitating an amicable solution.

(2) Alternative dispute resolution entity (ADR entity) means any entity, however named, which is established on a durable basis and offers alternative dispute resolution and that is listed in accordance with Art. 181o. The entity may consist of one person or a panel.

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

1. a natural person, at the place where it carries out alternative dispute resolution activities,
2. a legal person or association of natural or legal persons, at the place where it carries out

alternative dispute resolution activities or has its statutory seat,

3. a state authority or other public body, at the place where it has its seat.

Art. 181b. (new - SG 57/15) The provisions of the present Section shall not apply to:

1. procedures before dispute resolution entities where the natural persons in charge of or participating in dispute resolution are employed or remunerated exclusively by the individual trader;
2. procedures before consumer complaint-handling systems operated by the trader;
3. non-economic services provided by the state or on behalf of the state of general interest;
4. disputes between traders;
5. direct negotiation between the consumer and the trader for resolution of a dispute between them;
6. attempts made by a judge to settle a dispute in the course of a judicial proceeding concerning that dispute;
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 providers of further or higher education.

Art. 181c. (new - SG 57/15) (1) The ADR entity shall examine domestic disputes between consumers and traders concerning obligations stemming from sales or services contracts, both online and offline, including sale or provision of digital content for remuneration.

(2) The ADR entity shall examine also cross-border disputes between consumers and traders concerning obligations stemming from online sales or services contracts by means of an online dispute resolution platform in accordance with 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 means 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 as that in which the trader is established.

(4) Cross-border dispute means 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 other than the Member State in which the trader is established.

(5) A trader is established:

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

Art. 181d. (new - SG 57/15) (1) The ADR entity shall ensure that its alternative dispute resolution procedure (ADR procedure) is accessible to consumers and they may submit to it any dispute against a trader established on the territory of the country, where the dispute falls within the scope of the procedure.

(2) The ADR entity shall consider disputes between consumers and traders in compliance with the requirements of the ADR procedure and the principles of expertise, independency, impartiality, transparency, effectiveness, fairness, freedom and legality.

(3) The ADR entity:

1. shall have procedural working rules meeting the requirements of the present Section;
2. maintain an up-to-date website which provides the parties with easy access to information concerning the ADR procedure, and which enables consumers to submit a complaint and the requisite supporting documents online;

3. provide the parties, at their request, with the information referred to in Item 2 on a durable medium;

4. where applicable, enable the consumer to submit a complaint at the place of its residence, by post, by fax or any other way (offline);

5. enable the exchange of information between the parties via electronic means or, if applicable, by post;

6. accept both domestic and cross-border disputes within the scope of Art. 2, Paragraph 1 of Regulation (EU) No 524/2013; and

7. take the necessary measures to ensure that the processing of personal data complies with the rules of the Act on protection of personal data.

(4) The ADR entity shall introduce procedural rules specifying the ADR procedure and the final act that puts an end on it - proposing a decision, enforcement of a decision or bringing the parties together with the aim of facilitating an amicable solution.

(5) The ADR entity may refuse to deal with a dispute between a consumer and trader, where its procedural rules provide for any of the following grounds:

1. the consumer did not attempt to resolve the matter directly with the trader;

2. the dispute is frivolous or vexatious;

3. the dispute is being or has previously been considered by another ADR entity, by pre-trial bodies 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 to the trader;

6. dealing with such a type of dispute would otherwise seriously impair the effective operation of the ADR entity due to its factual or legal complexity.

(6) Where, in accordance with any of the grounds referred to in Para 5 provided in its procedural rules, an ADR entity has refused to consider a dispute, that ADR entity shall provide both parties with a reasoned explanation within three weeks of receiving the complaint file.

(7) The grounds referred to in Para 5 provided in the procedural rules of the ADR entity shall not impair consumers' access to ADR procedures, including in the case of cross-border disputes.

(8) When the ADR entity has established in its rules of procedure pre-specified lower and/or upper monetary thresholds below or above which they refuse to deal with consumer complaints, those thresholds shall not impair the access to the ADR procedure.

Art. 181e. (new - SG 57/15) (1) The natural persons in charge of dispute resolution in an ADR procedure shall be independent, impartial and possess the necessary expertise.

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

1. shall possess the necessary knowledge and skills in the field of alternative 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. are not subject to any instructions from either party or their representatives;

4. are remunerated in a way that is not linked to the outcome of the 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 are asked to resolve.

(3) The natural persons referred to in Para 1 shall be obliged to disclose the information under Para 2, Item 5, continuously throughout the ADR procedure, except where the ADR entity comprises only one natural person.

(4) To ensure independence and impartiality in the case of circumstances referred to in Para 2, Item 5, the ADR entity shall have in place in their rules of procedure one or more of the following requirements:

1. the natural person concerned is replaced by another natural person that shall be entrusted with conducting the ADR procedure;

2. the natural person concerned refrains from conducting the ADR procedure and, where possible, proposes to the parties to submit the dispute to another ADR entity which is competent to deal with the dispute;

3. the natural person concerned is allowed to continue to conduct the ADR procedure only if the parties 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 Para 4, Items 2 and 3, shall apply.

(6) Where the ADR entity forms a collegial body, the number of natural persons representatives of consumers' interests and of representatives of traders' interests in that body shall be equal.

(7) The natural persons forming a collegial ADR entity shall be remunerated by the party that has employed them and which interest they represent.

(8) Where the natural persons are employed or remunerated exclusively by a professional organisation or a business association of which the trader participating in the dispute is a member, the respective organisation or business association shall have a separate budget dedicated to the participation of the natural persons in the operation of the ADR entity which is sufficient to fulfil their tasks.

(9) The provision of Para 8 shall not apply where the natural persons concerned form part of a collegial ADR body composed of an equal number of representatives of the professional organisation or business association by which they are employed or remunerated and of consumer organisations.

Art. 181f. (new - SG 57/15) The ADR entity shall comply with the principle of transparency by making publicly available on their websites, on a durable medium upon request, and by any other means they consider appropriate, clear and easily understandable information on:

1. their contact details, including postal address and e-mail address;

2. the fact that ADR entity is recognised by the Minister of Economy and listed in accordance with Art. 181o;

3. the natural persons leading or participating in the ADR procedure, the method of their appointment and the length of their mandate;

4. their membership in networks of ADR entities facilitating cross-border dispute resolution, if applicable;

5. the types of disputes they are competent to deal with, including any threshold if provided in the procedural rules;

6. the procedural rules, the final act bringing the ADR procedure to an end and the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Art. 181d, Para 5;

7. the languages in which complaints can be submitted to the ADR entity and in which the ADR procedure is conducted;

8. the legal sources the ADR entity may use as a basis for the dispute resolution (for example legal provisions, codes of conduct, considerations of equity, impartiality);

9. any preliminary requirements the parties may have to meet before the dispute can be 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 procedure;

12. the average length of the ADR procedure;

13. the legal effect of the outcome of the ADR procedure, including the penalties for non-

compliance in the case of a decision having binding effect on the parties, if applicable;

14. the enforceability of the ADR decision, if relevant.

Art. 181g. (new - SG 57/15) (1) The ADR entity shall make publicly available on its website, on a durable medium upon request, and by any other means it considers appropriate, an annual report on its activity of alternative dispute resolution.

(2) The annual activity report referred to in Para 1 shall include the following information relating to both domestic and cross-border disputes:

1. the number of disputes received and the types of complaints to which they related;

2. any systematic or significant problems that occur frequently and lead to disputes between consumers and traders; such information may be accompanied by recommendations as to how such problems can be avoided or resolved in future, in order to raise traders' standards and to facilitate the exchange of information and best practices;

3. the percentage share of disputes the ADR entity has refused to deal with and the percentage share of the types of grounds for such refusal as referred to in Art. 181d, Para 5;

4. the percentage share of ADR procedures which were discontinued and, if known, the reasons for their discontinuation;

5. the average time taken to resolve disputes;

6. the rate of compliance, if known, with the outcomes of the ADR procedures;

7. cooperation of ADR entities within networks of ADR entities which facilitate the resolution of cross-border disputes, if applicable.

Art. 181h. (new - SG 57/15) The procedural rules of the ADR entity shall be effective and fulfil the following requirements:

1. the ADR procedure is available and easily accessible online and offline to both parties irrespective of where they are;

2. the parties have access to the ADR procedure without being obliged to retain a lawyer or a legal advisor, but the procedure shall not deprive the parties of their right to independent advice or to be represented or assisted by a third party at any stage of the procedure;

3. the ADR procedure is free of charge or available at a nominal fee for consumers;

4. the ADR entity which has received a complaint by a consumer notifies the parties to the dispute as soon as it has received all the documents containing the relevant information relating to the complaint;

5. the outcome of the ADR procedure is made available within a period of 90 calendar days from the date on which the ADR entity has received the complete complaint file; in the case of highly complex disputes, the ADR entity in charge may, at its own discretion, extend this time period and notify the parties thereof and determine the length of time that will be needed for the conclusion of the dispute.

Art. 181i. (new - SG 57/15) (1) The procedural rules of the ADR entity shall be fair and guarantee 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 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 a legal advisor, but they may seek independent advice or be represented or assisted by a third party at any stage of the procedure;

3. the parties 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. They shall be informed of that right before the procedure commences; where the rules provide for mandatory participation by the trader in ADR procedures, this point 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 proposed solution;
 - b) participation in the ADR procedure does not preclude the possibility of seeking redress through court proceedings;
 - c) the proposed solution may be different from an outcome determined by a court applying legal rules;
6. before agreeing to or following a proposed solution, are informed of its legal effect;
7. before expressing their consent to a proposed solution or amicable agreement, are allowed a reasonable period of time to reflect.

(2) The requirements of Para 1, Items 4 - 7, shall apply only to ADR proceedings, in which the dispute is resolved by proposing a solution.

(3) The requirements of Para 1, Items 4 - 7, shall apply only to the consumer, where, in accordance with the ADR procedural rules the proposed solution becomes binding on the trader once the consumer has accepted it.

Art. 181j. (new - SG 57/15) (1) The ADR entity shall observe the principle of liberty and not deprive the consumer of the possibility to seek redress through court proceedings.

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

(3) Where an agreement is reached between a consumer and a trader to submit complaints to an ADR entity, it is not binding on the consumer if it was concluded before the dispute has materialised and if it has the effect of depriving the consumer of his right to bring an action before the courts for the settlement of the dispute.

Art. 181k. (new - SG 57/15) The ADR entity resolving a dispute between a consumer and a trader by imposing a solution on the consumer shall comply with the principle of legality and in a situation, where:

1. there is no conflict of laws, the solution imposed shall not result in the consumer being deprived of the protection afforded to him by the provisions that cannot be derogated from by agreement by virtue of the law of the Member State of the European Union where the consumer and the trader are habitually resident;

2. in a situation involving a conflict of laws, where the law applicable to the sales or service contract 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 imposed by the ADR entity shall not result in the consumer being deprived of the protection afforded to him by the provisions that cannot be derogated from by agreement by virtue of the law of the Member State in which he is habitually resident;

3. in a situation involving a conflict of laws, where the law applicable to the sales or service contract is determined in accordance with Article 5(1) to (3) of the Rome Convention of 19 June 1980 on the law applicable to contractual obligations (ratified by law - SG 24/07), the solution imposed by the ADR entity shall not result in the consumer being deprived of the protection afforded to him by the mandatory rules of the law of the Member State of the European Union, in which he is habitually resident, which cannot be revoked by an agreement.

Art. 181l. (new - SG 57/15) Where the parties are using an ADR procedure without imposing a solution, no limitation period shall run for seeking redress through court proceedings before the end of the procedure.

Art. 181m. (new - SG 57/15) (1) Traders shall inform consumers about the ADR entities by which those traders are covered and about the ADR entities, to which they have committed to or are obliged to use.

That information shall include the website address of the relevant ADR entities.

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

(3) In cases where a dispute could not be settled further to a complaint submitted directly by the consumer to the trader, the trader provides the consumer with the information referred to in Para 1, specifying whether he will make use of the relevant ADR entities.

(4) The traders engaging in online sales or services contracts, and the places for online trade, established within the territory of the European Union, shall place on their websites a link to the online dispute resolution platform (ADR platform), which should be easily accessible by the consumers.

(5) The traders engaging in online sale or services contracts shall indicate their electronic addresses to contact them.

(6) Traders established within the Union engaging in online sales or service contracts, which are committed 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 websites and, if the offer for engaging into a sales or service contract is made by e-mail, in that e-mail. The information shall also be provided, where applicable, in the general terms and conditions applicable to online sales and service contracts.

(7) Where a trader indicates an ADR entity in a Member State of the European Union other than the place of his establishment, the dispute shall be resolved in compliance with the procedural rules of the said entity. The trader shall provide information of the entity to the consumers in compliance with Para 1 and 3.

Art. 181n. (new - SG 57/15) (1) The Minister of Economy shall be the competent authority responsible for the recognition of ADR entities, meeting the requirements of the present Section, and their addition to the list referred to in Art. 181o.

(2) The Minister of Economy shall exercise control of the compliance with the requirements of Regulation (EU) No 524/2013.

(3) The Commission for Consumers Protection shall carry out activities of alternative resolution of consumer dispute through reconciliation commissions and render assistance and provide information of the manner the consumers may seize the reconciliation commissions or other ADR entities.

(4) The European Consumer Centre at the Commission for Consumers Protection shall be a contact point according to Art. 7 of Regulation (EU) No 524/2013 and shall assist the consumers with the access to an ADR entity on another Member State of the European Union, which is competent to resolve a cross-border dispute related to obligations arising from sales or service contracts.

(5) The European Consumer Centre at the Commission for Consumers Protection shall render assistance and provide information to the consumer as set out in Art. 7, Para 2 of Regulation (EU) No 524/2013.

(6) The European Consumer Centre at the Commission for Consumers Protection shall submit every two years to the Minister of Economy and the European Commission a report under Art. 7, Para 2, Item "b" of Regulation (EU) No 524/2013.

Art. 181o. (new - SG 57/15) The Minister of Economy shall approve in an order a list of entities recognised as ADR entities on the territory of the Republic of Bulgaria.

Art. 181p. (new - SG 57/15) (1) An entity meeting the requirements of the present Section and wishing to be recognised as an ADR entity and added to the list under Art. 181o shall submit to the Minister of Economy a written application containing the following information:

1. a name of the entity, contact details and website address;

2. information on their structure (a certificate of registration, legal status or other document), funding, including information on the natural persons in charge of ADR procedures, a CV and an education diploma, their remuneration, term of office and by whom they are employed;

3. procedural rules of the ADR entity;

4. fees for dispute parties, if applicable;

5. the average length of the ADR procedures;

6. the languages in which complaints can be submitted and the ADR procedure conducted;

7. a statement on the types of disputes covered by the ADR procedure;

8. the grounds on which the dispute resolution entity may refuse to deal with a given dispute in accordance with Art. 181d, Para 5;

9. whether the entity qualifies as an ADR entity falling within the scope of the present Section.

(2) The application referred to in Para 1 shall be accompanied by a declaration on the information under Para 1, item 7, a reasoned declaration on the information under Para 1, Item 9, and any other documents containing information under Para 1, which shall be signed by the parties representing the entity.

Art. 181q. (new - SG 57/15) (1) Within two months from the date of submission of the application and the documents referred to in Art. 181p the Minister of Economy shall consider whether the applying entity meets the conditions and the requirements of the present Section and notify it of his decision.

(2) The decision under Para 1 shall take into account also the compliance with the requirements of Art. 181d, Para 7 and 8.

(3) In case of finding deficiencies in the provided information and/or in the documents referred to in Art. 181p the Minister of Economy shall issue instructions and set a deadline for rectification.

(4) If the deficiencies are not remedied within the deadline under Para 3, the application shall be left without motion.

Art. 181r. (new - SG 57/15) (1) The list referred to in Art. 181o shall contain the following information:

1. the name, the contact details and the website addresses of the ADR entities;

2. the fees collected by the ADR entities from the parties in a dispute, if applicable;

3. the languages in which complaints can be submitted and the ADR procedure before the ADR entity conducted;

4. the types of disputes covered by the ADR procedure before the ADR entity;

5. the types of disputes covered by the ADR entity, including the economy sectors and their activities;

6. the need for the physical presence of the parties or of their representatives, if applicable, including whether the ADR procedure is or can be conducted as an oral or a written procedure;

7. the binding or non-binding nature of the outcome of the ADR procedure before the respective entity;

8. the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Art. 181d, Para 5.

(2) The Minister of Economy shall notify the list of the recognised authorities and the information under Para 1 to the Commission.

(3) In case of changes of the information under Art. 181p, Para 1, Items 1-8, the ADR entity shall immediately notify the Minister of Economy thereof.

(4) In the case of Para 3 the Minister of Economy shall update list of recognised ADR entities and submit it to the European Commission together with the relevant information under Para 1.

(5) Where the Minister of Economy finds that an ADR entity in the list of Art. 181o no longer complies with the requirements of the present Section or of Regulation (EU) No 524/2013, he shall notify that dispute resolution entity of the deficiencies and request their rectification within a certain period of time.

(6) If an ADR entity in the list under Art. 181o does not fulfil the requirements referred to in Para 5, the Minister of Economy shall remove it from the list of the recognised ADR entities within a period of three months and notify an updated list to the European Commission.

(7) The Minister of Economy may request from an ADR entity to provide updated information under Art. 181p at any time.

Art. 181s. (new - SG 57/15) The ADR entity shall draw up and submit to the Minister of Economy every two years from the date of its recognition and entry into the list referred to in Art. 181o a report of its activities, including the following information:

1. the number of disputes received and the types of complaints to which they related;
2. the percentage share of ADR procedures which were discontinued before an outcome was reached and the reasons thereof;
3. the average time taken in an ADR procedure to resolve the disputes received;
4. the rate of compliance, if known, with the outcomes of the ADR procedures;
5. any systematic or significant problems that occur frequently and lead to disputes between consumers and traders; the information communicated in this regard may be accompanied by recommendations as to how such problems can be avoided or resolved in future;
6. where applicable, an assessment of the effectiveness of their cooperation within networks of ADR entities facilitating the resolution of cross-border disputes;
7. an assessment of the effectiveness of the ADR procedure and of possible ways of improving its performance;
8. where applicable, the training provided to natural persons in charge of ADR in a programme in accordance with Article 181t, Para 8.

Art. 181t. (new - SG 57/15) (1) The Minister of Economy shall draw up and send to the European Commission a report on the development and functioning of ADR entities, containing:

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

(2) The Minister of Economy shall publish on the website of the Ministry:

1. the report under Para 1;
2. the list under Art. 181o;
3. a link to the relevant European Commission website publishing the list of ADR entities recognised in the European Union Member States;
4. a link to the ODR platform.

(3) The Minister of Economy shall make publicly available the list under Para 2, Item 3, on a durable medium.

(4) The ADR entities and the European Consumer Centres at the Commission for Consumers Protection, shall provide on their websites an electronic link to the website of the European Commission publishing the list of recognised ADR entities of the Member States of the European Union, and provide a link to the ODR platform. Where applicable, they shall provide public access to the list of recognised entities on durable medium.

(5) The Commission for Consumers Protection shall encourage consumer associations and business associations to provide an electronic link on their websites to the website of the European Commission publishing the list of recognised ADR entities of the Member States of the European Union and provide a link to the ODR platform.

(6) The Commission for Consumers Protection shall encourage consumer associations and business associations to raise their awareness of the ADR entities and their rules of procedure and encourage their use

by consumers and traders.

(7) The Commission for Consumers Protection shall encourage the ADR entities to train natural persons in charge of an ADR procedure and to raise their expertise and qualifications.

(8) The Commission for Consumers Protection shall monitor the quality and consult the training schemes established by ADR entities when training natural persons in charge of an ADR procedure.

Art. 181u. (new - SG 57/15) (1) The ADR entity shall exchange experience and cooperate with other ADR entities, including ADR entities of the Member States of the European Union in the resolution of cross-border disputes. The ADR entity shall conduct regular exchanges of information on best practices as regards the settlement of both cross-border and domestic disputes.

(2) The Commission for Consumers Protection shall encourage the ADR entities to join a network of ADR entities facilitating the resolution of cross-border disputes in a sector-specific area, where such network has been established within the European Union.

Art. 181v. (new - SG 57/15) (1) The Minister of Economy shall encourage the cooperation between the ADR entities, the Commission for Consumers Protection and the other state authorities responsible for the implementation of the consumers protection legislation.

(2) The cooperation referred to in Para 1 shall include:

1. mutual exchange of information on practices in specific business sectors about which consumers have repeatedly lodged complaints;

2. the provision of technical assessment and information by the Commission for Consumers Protection and the other state authorities responsible for the implementation of the consumers protection legislation, necessary to ADR entities where it is already available.

(3) The cooperation and mutual information exchanges referred to in Para 2 carried out by the Commission for Consumers Protection and the other state authorities responsible for the implementation of the consumers protection legislation shall comply with the rules of the Act on Personal Data Protection.

(4) The Commission for Consumers Protection, the other state authorities responsible for the implementation of the consumers protection legislation, and the ADR entities shall meet the requirements of protection of professional, production and commercial secrecy, and shall not disclose any other information they have learned in the course of performing their duties.

Section III.

Reconciliation commissions for resolution of consumer disputes (Prev. text of Section II, title amend. - SG 57/15)

Section III.

Reconciliation commissions

Art. 182. (amend. - SG 57/15) (1) The Minister of Economy shall establish general and sectoral reconciliation commissions at the Commission for Consumers Protection, which shall qualify as alternative dispute resolution entities and meet the requirements of Section II.

(2) The general reconciliation commission shall co-operate for the resolving of national and cross-border disputes between consumers and entrepreneurs regarding sale or service contracts, including in connection with the guarantee responsibility, the right of claim for commodities and services, the unequal clauses of the contract, unfair trade practices, provision of substantial information, tourist services and contracts concluded with consumers.

(3) The general reconciliation commission shall hear also disputes between consumers and traders in economic sectors lacking an ADR entity.

(4) The sectoral reconciliation commission shall hear national and cross-border disputes between consumers and traders in the following economic sectors: energy, water supply and sewerage services, electronic communications and postal services, transport and financial services.

(5) (amend. and suppl. - SG 59/16, amend. - SG 20/18, in force from 06.03.2018) Disputes between providers of payment services and users of payment services, as well as between issuers of electronic money and their clients in relation to the implementation of the Act on the Payment Services and Payment Systems, of the subordinate acts on its implementation, 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, 9.10.2009), 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, 30.3.2012), as well as of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for payment transactions with cards (OJ, L 123/1 of May 19, 2015), shall be examined by the Reconciliation Commission on Payment Disputes as set out in Chapter Ten, Section II of the Act on the Payment Services and Payment Systems.

(6) Each sectoral reconciliation commission 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 activities of the corresponding regulatory or supervisory body.

(7) The Minister of Economy shall determine by an order the seat and the region of activity of the general and sectoral reconciliation commissions, which shall facilitate the achievement of an agreement between the consumers and traders. The order shall be published on the websites of the Ministry of Economy and the Commission of Consumers Protection.

(8) The Chairman of the Commission of Consumers Protection shall approve by an order a list of the chairmen, deputy chairmen and the rest of the members of the general and sectoral reconciliation commissions, which shall facilitate the settlement of disputes between consumers and traders. The order and the list shall be published on the website of the Commission of Consumers Protection.

Art. 183. (amend. - SG 57/15) (1) The general reconciliation commissions shall consist of three members: a chairman, a representative of a consumers' association and a representative of a traders' association, branch organisations or a chamber of traders of the corresponding sector.

(2) The chairman of the Commission of Consumers Protection, in accordance with the subject of the dispute, shall determine the chairmen of the general reconciliation commissions, which shall be legal counsels or other employees with a legal degree of the Commission of Consumers Protection.

(3) The remaining members of the general reconciliation commissions shall have an appropriate qualification in accordance with the subject of the dispute, not had been convicted for crimes of general character and deprived of the right to exercise a profession or activity in the field of the disputes under consideration.

(4) The general reconciliation commissions shall be formed by their chairmen who shall select from the list referred to in Art. 182, Para 8 a representative of the consumers' associations and a representative of the traders' associations, branch organisations or a chamber of traders of the corresponding sector in accordance with the subject of the dispute.

(5) If a general reconciliation commission may not be formed because of lack of a representative of a traders' association, of branch organisations or a chamber of traders or of a consumers' association, the chairman of the Commission of Consumers Protection shall determine in an order another general reconciliation commission to resolve disputes within the region, where no general reconciliation commission could be formed.

Art. 183a. (new – SG 61/14, in force from 25.07.2014; amend. - SG 57/15) (1) The sectoral reconciliation commissions shall consist of three members: a chairman, appointed by the corresponding regulatory or supervisory body, a representative of of the Commission of Consumers Protection and a representative of a traders' association, branch organisations or a chamber of traders of the corresponding

sector depending on the subject of the dispute.

(2) The corresponding regulatory or supervisory bodies shall determine the chairmen of the sectoral reconciliation commissions of each sector within the scope of the activities regulated by them.

(3) The members of the sectoral reconciliation commission shall meet the following requirements:

1. hold a higher degree in law, economics, sciences or other higher degree and at least three years of professional experience in the corresponding sector;
2. not convicted for crimes of general character;
3. not deprived of the right to exercise a profession or activity in the professional field of the disputes under consideration.

(4) The sector reconciliation commissions shall be formed by their chairmen who shall select from the list referred to in Art. 182, Para 8, a representative of the Commission of Consumers Protection and a representative of the traders' associations, branch organisations or a chamber of traders of the corresponding sector in accordance with the subject of the dispute.

(5) If sector reconciliation commissions may not be formed because of lack or dissent to participate by a traders' association, of branch organisations or a chamber of traders or of a consumers' association, the reconciliation proceedings shall be held in a panel of the chairmen of the sector reconciliation commissions and two representatives of the Commission of Consumers Protection.

Art. 183b. (new - SG 57/15) (1) The general and sectoral reconciliation commissions shall include deputy-chairmen performing the functions of the chairmen in their absence, in case of their removal due to conflict of interest or incompatibility or in cases they were assigned the formation of reconciliation proceedings pursuant to received applications.

(2) The deputy-chairmen shall meet the requirements of Art. 183, Para 2, as regards the general reconciliation commissions or the requirements of Art. 183a, Para 3, as regards the sectoral reconciliation commissions.

(3) The number of deputy-chairmen shall be determined by the chairman of the Commission of Consumers Protection as regards the general reconciliation commissions and by the corresponding supervisory or regulatory bodies as regards the sectoral reconciliation commissions depending on the subject of the dispute.

Art. 183c. (new - SG 57/15) (1) The chairman of the Commission of Consumers Protection shall enter in the list referred to in Art. 182, Para 8, at least three representatives of each of the following:

1. the Commission of Consumers Protection (for the sectoral reconciliation commissions);
2. the consumers' associations;
3. the trader's associations, the branch organisations or the chamber of traders of the respective sector.

(2) The costs related to the remuneration of the members nominated for participation in the general or the sectoral reconciliation commissions under the present section shall be covered by the Commission of Consumers Protection, the respective regulatory or supervisory body, the consumers' associations and the traders' associations, the branch organisations or the chamber of traders, which have appointed them.

Art. 183d. (new - SG 57/15) (1) The general and sectoral reconciliation commissions shall meet the requirements of the procedures of alternative resolution of national and cross-border disputes and shall comply with the principles of voluntariness, expertise, independence, impartiality, transparency, efficiency, fairness, liberty and legality, stipulated in Chapter Nine, Section II of the present Act.

(2) The general and sectoral reconciliation commission shall provide information to the consumers and the traders of its activities, encourage them to resolve their disputes amicably, co-operate and exchange experience with other ADR entities on national level and ADR entities of other Member States of the

European Union for resolution of cross-border disputes.

(3) The general and sectoral reconciliation commissions shall provide information to the consumers regarding the competent body for alternative dispute resolution, when they receive an application from a consumer against a trader and the subject of the dispute is outside the scope of their competence.

(4) The general and sectoral reconciliation commissions shall observe the requirements on personal data protection in accordance with the Act on Personal Data Protection.

Art. 183e. (new - SG 57/15) (1) In case of a dispute the consumer shall address directly the trader and the parties shall attempt to resolve it between themselves.

(2) Where the parties referred to in Para1 fail to resolve the dispute directly, the consumer may submit it to the general or sectoral reconciliation commissions depending on the subject of the dispute by filing a written application with the Commission of Consumers Protection, which shall administer the activities of the general and sectoral reconciliation commissions.

(3) The application and the accompanying documents may be filed also by email or online via the website of the Commission of Consumers Protection.

(4) The reconciliation proceedings shall be ex parte and the exchange of documents may be carried out both online and on the spot at the registry of the Commission of Consumers Protection and its territorial units, by mail or by fax (offline).

Art. 183f. (new - SG 57/15) The participation of the trader or his authorised representative in the ADR procedure shall be voluntary and shall be carried out by rendering assistance and providing to the reconciliation commission of the necessary information, documents, opinions, expert opinions with the purpose of reaching an agreement with the consumer.

Art. 183g. (new - SG 57/15) (1) The general and sectoral reconciliation commissions shall facilitate the dispute resolution between consumers and traders by preparing a reconciliation proposal for the parties, which following their approval shall become binding as an agreement between them.

(2) Where the parties to the dispute have reached an agreement but any of them fails to perform its obligations, the other party may approach the court to resolve the dispute that is subject to the agreement.

(3) The parties may render enforceable the signed agreement reached in the reconciliation proceedings by submitting it for approval before the competent court.

(4) The general and sectoral reconciliation commissions shall not repeatedly consider disputes between consumers and traders, of which a reconciliation proposal was already prepared, irrespective of whether the parties have approved it.

Art. 183h. (new - SG 57/15) The supervisory and regulatory bodies shall assist and cooperate with the general and sectoral reconciliation commissions in performing their duties in the course of reconciliation proceedings.

Art. 183i. (new - SG 57/15) The chairman of the Commission of Consumers Protection shall draw up an annual report of the activities of the general and sectoral reconciliation commissions on the basis of received information from the chairmen of the respective general and sectoral reconciliation commissions and submit it to the Minister of Economy. The annual report shall be published on the websites of the Ministry of Economy and of the Commission of Consumers Protection.

Art. 184. (amend. - SG 57/15) (1) The chairman of the Commission of Consumers Protection shall determine by an order mediators, who shall be employees of the commission and shall facilitate the resolution of disputes between consumers and traders.

(2) The assistance shall be rendered at the request of a consumer by filing an application with the Commission of Consumers Protection and the mediation proceedings shall take place in a settlement, selected among the settlements where the Commission of Consumers Protection has territorial units.

Art. 184a. (new - SG 57/15) (1) The proceedings before the general and sectoral reconciliation commissions and a mediator shall not be a pre-requisite for filing a court action.

(2) The limitation shall be suspended, where proceedings have been initiated before the general and sectoral reconciliation commission or a mediator.

Art. 185. (amend. - SG 82/09, in force from 16.10.2009; amend. and suppl. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15; amend. - SG 57/15) The Minister of Economy shall issued a regulation for the activities of the general and sectoral reconciliation commissions and regulations for the activities of the mediators as set out in Section II.

Section IV.

Means for collective protection. Claims for stoppage of offences and for compensation of the consumers (Prev. text of Section III - SG 57/15)

Section IV.

Means for collective protection. Claims for stoppage of offences and for compensation of the consumers

Art. 186. (1) (in force from 01.01.2007) (suppl. – SG 53/06; suppl. – SG 59/07, in force from 01.03.2008) The associations for consumer protection, included in the list under art. 164, para 1, item 7, may lodge a claim for stoppage or for prohibition of actions or trade practices, which are in violation of the collective interests of the consumers. The claim shall be considered pursuant to the provisions of Chapter Thirty Three "Proceedings on collective claims" of the Civil Procedure Code.

(2) A violation of the collective interests of the consumers shall be every action, which harms the collective interest of the consumers and contradict to the provisions of:

1. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 102/08; amend. – SG 18/11; amend. – SG 61/14, in force from 25.07.2014; suppl. - SG 57/15) chapter four, section I "Off-premises Contract and distance sale contracts" and Section IIII "Disloyal trade practices", chapter five, section II "Guarantee of the consumer commodity" and Section III "Claims", chapter six "Unequal clauses of the consumer contract" and chapter seven "Contracts for purchasing of the right to use immovable properties on a timeshare basis. Contracts for long-term holiday packages. Re-same and exchange contracts", Section II "Alternative resolution of consumer disputes" and Section III "Reconciliation Commissions for Resolution of Consumer Disputes" of the present Chapter;

2. (amend. – SG 30/13, in force from 26.03.2013, amend. - SG 37/18, in force from 01.07.2018) chapter seven, section II "Package travel contracts and linked travel arrangements" of the Tourism Act;

3. (amend. – SG 18/11) chapter four "Commercial messages" of the Radio and television Act;

4. (amend. - SG 53/06, in force from 30.06.2006; amend. – SG 31/07, in force from 13.04.2007; amend. – SG 18/11) chapter eleven "Advertising the medical products" of the Medicinal products in human medicine Act;

5. (new - SG 51/06, in force from 24.12.2006) the Electronic Trade Act;

6. (new - SG 53/06, in force from 30.06.2006) the Consumers Loan Act;

7. (new – SG 105/06, in force from 01.01.2007) The Law of Provision of Distant Financial Services;

8. (new – SG 18/11) The Law for the activities for provision of services;

9. (prev. text of item 05 – SG 51/06, in force from 24.12.2006, prev. text of item 6 – SG 53/06, in force from 30.06.2006; prev. text of item 7 – SG 105/06, in force from 01.01.2007; prev. item 8 – SG 18/11) other laws, related to the consumer protection, or

10. (new - SG 53/06, in force from 30.06.2006, amend. – SG 59/06, in force from 01.01.2007; prev. text of item 8 – SG 105/06, in force from 01.01.2007; prev. – SG 18/11) the national legislation of a

Member state of the European Union, introducing the following directives:

a) (amend. – SG 64/07, in force from 08.09.2007; revoked – SG 102/08)

b) (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014)

Directive 2011/83/EU;

c) (amend. – SG 64/07, in force from 08.09.2007; amend. - SG 18/10, in force from 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 22.5.2008);

d) (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014)

Directive 2010/13/EU of the European Parliament and of the Council of 10 March 2010 on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the provision of audiovisual media services (Audiovisual Media Services Directive) (OJ, L 95/1 of 15 April 2014);

e) (amend. – SG 64/07, in force from 08.09.2007) 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 hereinafter referred to as "Directive (EC) 2015/2302";

f) (amend. – SG 64/07, in force from 08.09.2007; revoked – SG 102/08)

g) (amend. – SG 64/07, in force from 08.09.2007) Directive 93/13/EEC of the Council on unfair terms in consumer contracts;

h) (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 18/11) Directive 2008/122/EC of the European Parliament and 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) (amend. – SG 64/07, in force from 08.09.2007; revoked - SG 61/14, in force from 25.07.2014);

k) (amend. – SG 64/07, in force from 08.09.2007) Directive 1999/44/EC of the European Parliament and the Council on certain aspects of the sale of consumer goods and associated guarantees;

l) (amend. – SG 64/07, in force from 08.09.2007) Directive 2000/31/EC of the European Parliament and the Council on information society services, in particular electronic commerce in the internal market (E-Commerce Directive)

m) (amend. – SG 64/07, in force from 08.09.2007) Directive 2002/65/EC of the European Parliament and the Council on distance marketing of consumer financial services and for amendment of the Directive 90/619/EEC of the Council and of the Directives 97/7/EC and 98/2/EC;

n) (new – SG 64/07, in force from 08.09.2007) Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer 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;

o) (new – SG 15/10, in force from 23.02.2010) Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market;

p) (new - SG 57/15) 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) (OJ L 165, 18.6.2013);

q) (new - SG 57/15) 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).

(3) (amend. - SG 53/06, in force from 30.06.2006; amend. – SG 64/07, in force from 08.09.2007; amend. – SG 102/08) A claim for stoppage or for prohibition of actions or trade practices, which are in violation of the collective interests of the consumers, may also be laid before the Commission for Consumers Protection.

Art. 186a. (*) (new - SG 53/06) (1) A claim under art. 186 para 1 may also be lodged by a qualified organization of a Member state of the European Union, on the territory of which have occurred the consequences from the violation of the consumers` collective rights, committed on the territory of the Republic of Bulgaria.

(2) Qualified organization may lodge a claim under para 1, on the condition that:

1. the violation harms the interests, subject to protection by this qualified organization;
2. the organization is included in the list of the qualified organizations, compiled by the European commission and published in "Official journal" of the European Union.

(3) The court shall consider whether the subject of activity of the qualified organization, included in the list under para 2, item 2, allows it to lodge the claim for consumer protection`s collective interests.

Art. 186b. (new - SG 53/06; revoked – SG 59/07, in force from 01.03.2008) (1) (suppl. – SG 64/07, in force from 08.09.2007)

Art. 187. Deciding that a definite trade practice or action constitute an offence under Art. 186, the court shall be able to:

1. oblige the producer, the importer, the entrepreneur or the provider to announce, in a suitable way and at his/her expense, the court decision or a part of it and/or to make a public corrected announcement regarding the elimination of the effect of the offence;
2. order to the producer, the importer, the entrepreneur or the provider to stop the illegal trade practice or to remove the unequal clause of the contract in a definite term;
3. rule other suitable measures for stoppage of the offences under a demand by the persons under Art. 186, para 1.

Art. 188 (1) The associations of the consumers shall be entitled to lodge a claim for compensation of the damages caused to the collective interests of the consumers.

(2) (revoked – SG 59/07, in force from 01.03.2008)

(3) (revoked – SG 59/07, in force from 01.03.2008)

(4) When the claim for compensation has been lodged by more than one association of the consumers, the compensation shall be awarded to all the claimers for collective disposition.

(5) The received compensation may be spent only for protection of the interests of the consumers.

Art. 189. (1) When damages are caused to two or more consumers, the associations of the consumers may lodge from their behalf claims before the court for compensation of the suffered by the consumers damages, under the condition that:

1. the consumers may be established;
2. the consumers have suffered individual damages caused from one and the same producer, importer, entrepreneur of provider, and the damages have one and the same origin;
3. the association of the consumers has been authorized with an explicit written authorization for representation before a court, at least by two of the consumers, to lodge a claim for compensation from the behalf of these consumers and to represent them in the proceedings.

(2) (revoked – SG 59/07, in force from 01.03.2008)

(3) (revoked – SG 59/07, in force from 01.03.2008)

(4) The conditions under para 1 shall be presented and for lodging a civil claim in the penal process by the order of the Penal procedure code.

(5) (revoked – SG 59/07, in force from 01.03.2008)

Art. 190. (amend. - SG 53/06, in force from 30.06.2006) The claims under this section shall be lodged in the place of the commitment of the offence or in the place of the permanent address or the seat of the defendant.

Art. 190a. (new - SG 53/06, in force from 30.06.2006) Inasmuch as special regulations are not stipulated in this chapter, the respective provisions of the Civil procedure code shall be applied.

Chapter ten. CONTROL

Art. 191. (1) (amend. - SG 82/09, in force from 16.10.2009; amend. – SG 18/11) The control under this Act shall be carry out by the Commission for Consumers Protection.

(2) The control under chapter five, section I "General safety of the commodity and the services" shall be carried out by the bodies under Art. 82.

(3) (amend. - SG 61/14, in force from 25.07.2014) The control under chapter two, chapter four, section II and chapter five, sections II and III shall be carried out also and by the units for consumer protection in municipal administrations.

(4) (new – SG 18/11, in force from 01.11.2012) The Commission for Consumers Protection shall carry out control for the implementation of the requirements of Regulation (EC) 1222/2009 of the European Parliament and of the Council of 25 November 2009 on the labelling of tyres with respect to fuel efficiency and other essential parameters (OJ, L 342/46 of 22 December 2009), herein after referred to as "Regulation (EC) No. 1222/2009".

(5) (new - SG 61/14, in force from 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 over the compliance with the requirements of the said Regulation.

(6) (new - SG 57/15) The Commission of Consumers Protection shall exercise control on the observation of the requirements of Regulation (EU) No 524/2013.

Art. 192. The officials of the controlling bodies under Art. 191 shall be entitled:

1. to a free access in the production and trade paces;
2. to require the necessary documents in connection with the implemented by them control;
3. to take samples for laboratory tests;
4. to attract experts in the respective field, when the check is very complicated and requires specific knowledge;
5. to issue acts for establishing an offence.

Art. 192a. (new – SG 105/06, in force from 01.01.2007) (1) The officials from the Commission for Consumer Protection shall also be entitled to:

1. access to all documents, related directly or indirectly to violation of this Act, regardless of the form of the document;
2. to order any person to provide information on violations of this Act, which have become known to him/her;
3. to implement checks on the spot.

(2) The chairman of the Commission for Consumer Protection shall be entitled to:

1. order in writing to the offender to stop the violation of this Act;
2. require from the offender to declare that he/she will stop the violation of this Act and to oblige the latter to make the declaration publicly available where necessary;
3. order stopping or prohibition of any violation of this Act and to make the order for stopping or prohibition of the violation publicly available where necessary.

Art. 193. The officials of the controlling bodies under Art. 191 shall be obliged to:

1. establish accurately the facts while carrying out the control;
2. give obligatory directions for elimination of discrepancies and violation of the law;
3. give conclusions on the protests in connection with the established offences;
4. keep official, production and commercial secret and not to announce data from the checks before their termination, as well as not to use the information from the check out of its purpose;
5. notify the respective specialized controlling body in the cases when they consider that there is a violation of another normative act.

Art. 194. The specialized controlling bodies provided by other normative acts, which controlling functions are related directly or indirectly with the consumer protection, shall co-operate to the Commission for Consumers Protection by:

1. notifying the Commission for cases in which they consider that there is a violation of this Act;
2. participating in the implementation of combined checks.

Art. 194a. (new - SG 61/14, in force from 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 control authorities concerned with consumer rights shall be obligated to cooperate and to provide assistance to the Commission for Consumer Protection in the implementation of the powers thereof.

Art. 195. (Suppl. – SG 108/06, in force from 01.01.2007; amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) The fines and the sanctions, collected under this Act, shall be administered to the budget of the Ministry of Economy, except for the fines and the sanctions under penal decrees, issued by mayors of municipalities or by officials authorised by them, which shall be submitted to the respective municipal budget.

Art. 196. (1) (amend. - SG 82/09, in force from 16.10.2009; amend. - SG 61/14, in force from 25.07.2014; amend. - SG 14/15) Of the budget of the Ministry of Economy shall be provided means for the following activities under this Act:

1. preparing normative acts for consumer protection;
2. programs and participation in national and international meetings for consumer protection;
3. supporting the activity of the association of the consumers under Art. 172;
4. ensuring the work of the National Council for consumer protection;
5. information and popularizing of the activities of protection of the rights of the consumers;
6. qualification and education of the officials and of the bodies for consumer protection;
7. supporting the activity of the reconciliation commissions under Art. 182;
8. construction, development and maintenance of the material base of the controlling bodies;
9. analyses and examinations, related to the controlling activity under this Act;

10. insurance of the officials of the controlling bodies under this Act;
 11. remunerations of the independent experts, consultants and supernumerary employees and ensuring of conditions of their labour;
 12. sending on business trip the officials of the controlling bodies under this Act at the territory of the country;
 13. other expenses, related to the consumer protection.
- (2) (revoked – SG 38/12, in force from 01.07.2012)
- (3) (revoked – SG 38/12, in force from 01.07.2012)

Chapter eleven.

ADMINISTRATIVE PENAL PROVISIONS

Art. 197. (amend. and suppl. - SG 61/14, in force from 25.07.2014) For violation of the provisions of Art. 4, 5, 6 and 8 to the guilty persons shall be imposed fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from BGN 500 to BGN 3 000 for every individual case.

Art. 198. For violation of the requirements for labelling the commodities under Art. 9, 10 and 11 and the ordinances under Art. 12 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 300 to 1500 BGN.

Art. 199. For violation of Art. 13 and 14 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 2000 BGN.

Art. 200. For violation of the provisions under Art. 15, 16, 17, 19, Art. 20, para 1 and Art. 21 – 29 and the ordinances under Art. 31 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 300 to 3 000 BGN.

Art. 201. For violation of the provisions of Art. 30 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 3000 BGN.

Art. 202. (revoked – SG 102/08; new - SG 61/14, in force from 25.07.2014) Any natural person, who violates the provisions of Art. 147a and 147b, shall be liable to a fine, and any such sole trader and legal entity shall be imposed a pecuniary penalty of BGN 1 000 to BGN 5 000.

Art. 203. (revoked – SG 102/08)

Art. 204. (amend. - SG 61/14, in force from 25.07.2014) For non-fulfillment of obligations for the provision of information to a consumer under Art. 47, par. 1 – 3, 5 – 7, Art. 48 and 49, natural persons shall be imposed a fine of BGN 100 to BGN 1 000, and the sole entrepreneurs and the corporate bodies – a property sanction, in an amount from BGN 500 to BGN 3 000 for each individual case.

Art. 205. (amend. - SG 61/14, in force from 25.07.2014) For violation of the provision of Art. 58, par. 1 to the guilty person shall be imposed a fine, and to the sole entrepreneurs and to the corporate bodies – a property sanction, in extent from 5000 to 15 000 BGN.

Art. 206. (amend. – SG 61/14, in force from 25.07.2014) For violations of the provisions of Art. 52, par. 4, Art. 54, par. 1 and 2, Art. 55, par. 3, Art. 62c, Art. 62d, par. 2 and Art. 62e national persons shall be imposed a fine of BGN100 to BGN1 000, and the sole entrepreneurs and the corporate bodies shall be imposed a property sanction from BGN 500 to BGN 3 000 for each individual case.

Art. 207. (revoked – SG 64/07, in force from 08.09.2007; new – SG 27/13) (1) (amend. and suppl.– SG 61/14, in force from 25.07.2014) A person, disturbing consumer's right under Art. 50 to withdraw from the concluded remote contract or off-premises contract, shall be penalized with a fine or a proprietary sanction in an amount from 1000 to 3000 levs for each individual case.

(2) (revoked – SG 61/14, in force from 25.07.2014)

Art. 208. (amend. – SG 61/14, in force from 25.07.2014) Any natural person, who supplies goods, as well as water, gas, electricity, central heating, digital content or who provides services against payment to a consumer which are not required by the said consumer, in violation of Art. 62, par. 1, shall be liable to a fine, and any such sole trader and legal person shall be liable to a pecuniary penalty, of BGN 1 000 to BGN 3 000.

Art. 208a. (new – SG 27/13) For violating the provisions of Art. 62a or of Art. 62b the culpable persons shall be penalized with a fine of 1 000 BGN, and sole traders and legal entities shall be penalized with a proprietary sanction of 5 000 BGN for each individual case.

Art. 209. For violation of Art. 63, 64, Art. 65, para 1 and Art. 66 to the guilty person shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 3 000 BGN.

Art. 210. (revoked - SG 61/14, in force from 25.07.2014)

Art. 210a. (new – SG 64/07, in force from 08.09.2007; amend. and suppl. – SG 102/08; amend.- SG 61/14, in force from 25.07.2014) For violations of Art. 68c, Art. 68d, para 1 and 2, Art. 68g, items 1 – 11, 13, 15, 18 – 23 and Art. 68k, items 3 – 6 the guilty person shall be imposed a fine, and the sole traders and legal entities – a proprietary sanction in the amount from BGN 1 000 to BGN 30 000.

Art. 210b. (new – SG 64/07, in force from 08.09.2007; amend. - SG 61/14, in force from 25.07.2014) For violation of Art. 68g, item 12. 14. 16 and 17 Art. 68k, item 1, 2, 7 and 8 the guilty person shall be imposed a fine, and the sole traders and legal entities – a proprietary sanction in the amount from BGN 2 000 to BGN 50 000.

Art. 210c. (new – SG 102/08; amend. - SG 61/14, in force from 25.07.2014) Whoever does not observe an order as per Art. 68l. para 1 or an order under Art. 68l, para 3 shall be punished by a fine, and as regards to sole traders and legal persons, a property sanction shall be imposed amounting from BGN 3 000 to BGN50 000.

Art. 211. For violation of Art. 69, para 1 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 25 000 BGN.

Art. 212. A produce or a provider of services, who offer commodities or services to consumers, without having appraised and verified their correspondence to the normatively established requirements for safety under Art. 72, shall be punished with a fine, and to the sole entrepreneurs and the corporate bodies shall be imposed a property sanction, in extent from 5 000 to 10 000 BGN.

Art. 213. For violation of the provisions under Art. 73, para 1 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – property sanction, in extent from 1 000 to 3 000 BGN.

Art. 214. For violation of Art. 76 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 1 000 to 3 000 BGN.

Art. 215. Who does not fulfill an order or an obligatory direction of a controlling body for undertaking measures for ensuring the safety of the commodity and the services under Art. 75, para 3, Art. 84, 85, Art. 86, para 1, Art. 87, Art. 88, para 1, Art. 89, para 1, 2 and 3, Art. 92, 93 and 100, shall be punished with a fine, and to the sole entrepreneurs and the corporate bodies shall be imposed a property sanction, in extent from 3 000 to 15 000 BGN.

Art. 216. For violation of Art. 77 the guilty persons shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a property sanction, in extent from 1 000 to 3 000 BGN.

Art. 217. (1) Who refuses an access to the production or commercial rooms or storehouses, or obstructs, no matter how, a controlling body to fulfill his official obligations under Art. 94, shall be punished with a fine in extent of 1 000 BGN.

(2) At repeated violation to the guilty person shall be imposed a fine in extent from 3 000 to 5 000 BGN.

Art. 218. For non-fulfillment of the obligation under Art. 79 and 80 the guilty persons shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a property sanction, in extent from 3 000 to 10 000 BGN.

Art. 219. For violation of the ordinance under Art. 99 to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 5 000 BGN.

Art. 220. For violation of the provisions of Art. 101, para 3 the official shall be punished with a fine in extent from 1 000 to 5 000 BGN., unless if the offence represents a crime under the Penal code.

Art. 221. (amend. – SG 18/11) For violation of the provision under Art. 118 and 119 for provision of guarantee on consumer commodities in a written form and for the requirements to the information, which the application for guarantee shall contain, the guilty persons shall be imposed a fine, and the sole entrepreneurs and the corporate bodies - a property sanction, in extent from 500 to 1500 BGN.

Art. 222. For non-fulfillment of the provisions of Art. 123, para 2 and Art. 127 to the guilty persons

shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 500 to 3 000 BGN.

Art. 222a. (new – SG 64/07, in force from 08.09.2007, amend. – SG 18/11; suppl. - SG 61/14, in force from 25.07.2014) For violation of Art. 113 and Art. 114, par. 3 the persons at fault shall be punished with a fine, and the sole traders and legal entities shall be imposed a proprietary sanction in the amount from BGN 500 to 3 000 for each individual case.

Art. 223. (amend. – SG 18/11) Who fails to fulfill his/her obligations under Art. 156 -158, 160, 161b – 161e and 161i, shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a proprietary sanction, in the amount from 500 to 3 000 BGN.

Art. 224. (amend. – SG 18/11) (1) Who advertises a contract or a group of contracts in violation of the requirements of Art. 159 and 161, shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a proprietary sanction, in the amount from 500 to 3 000 BGN.

(2) The fine or the proprietary sanction referred to in par. 1 shall also be imposed to a person, broadcasting or providing for broadcasting at his/her expense an advertisement for conclusion of a contract, which does not meet the requirements of Art. 159 and 161.

Art. 225. (amend. – SG 18/11) Who, in violation of Art. 161g directly or indirectly charges expenses to a consumer, exercising his/her right to withdrawal from the concluded contract, shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a proprietary sanction, in the amount from 1 000 to 3 000 BGN.

(2) Who, in violation of Art. 161h requests or accepts advance payment, provision of guarantees, blocking of amounts in accounts, explicit acknowledgement of liabilities or any other counter-obligation from a consumer, shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a proprietary sanction, in the amount from 1 000 to 3 000 BGN.

Art. 225a. (new – SG 64/07, in force from 08.09.2007; amend. – SG 18/11, in force from 01.11.2012) (1) A supplier in the meaning of Regulation (EC) No. 1222/2009, failing to fulfill his/her obligations referred to in Art. 4 of the regulation, shall be punished with a fine in the amount from 500 to 1500 BGN or with a proprietary sanction from 1 000 to 3 000 BGN.

(2) A distributor in the meaning of Regulation (EC) No. 1222/2009, failing to fulfill his/her obligations referred to in Art. 5 of the regulation, shall be punished with a fine of 500 BGN or with a proprietary sanction of 2 000 BGN.

(3) A vehicle supplier or a vehicle distributor in the meaning of Regulation (EC) No. 1222/2009, failing to fulfill his/her obligations referred to in Art. 6 of the regulation, shall be punished with a fine in the amount from 500 to 1 500 BGN or with a proprietary sanction from 1 000 to 3 000 BGN.

Art. 225b. (new - SG 61/14, in force from 25.07.2014) Any economic operator within the meaning given by Regulation (EU) No 1007/2011, who fails to fulfil the obligations thereof under Art. 15 of the Regulation, shall be imposed a fine of BGN 500 to BGN 1 500 or a pecuniary penalty of BGN 1 000 to BGN 3 000.

Art. 225c. (new - SG 57/15) In case of failure to perform the obligation of providing information to a consumer under Art. 181m the natural persons shall be imposed a fine between BGN 200 and 500 and the

sole entrepreneurs and legal persons - a property sanction between BGN 500 and 1500 in each individual case.

Art. 226. (1) Who does not fulfill an order of the court for undertaking measures under Art. 187 for stoppage of offences, or who despite the order of the court, continues to exercise illegal trade practice or to offer contracts with unequal clauses for the consumers, shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a property sanction, in extent from 5000 to 25 000 BGN.

(2) (amend. – SG 64/07) The fine or the property sanction shall be imposed by the order of Art. 405 of the Judicial System Act.

Art. 227. An official who does not fulfill obligation under this Act, shall be punished with a fine from 100 to 1 000 BGN.

Art. 228. For violations of this Act, out of the indicated ones in this chapter, the guilty persons shall be punished with a fine, and the sole entrepreneur and the corporate bodies – with a property sanction, in extent from 100 to 500 BGN.

Art. 229. For violation of the ordinances and the other normative acts for implementation of this Act, for which are not provided sanctions under this chapter, to the guilty persons shall be imposed a fine, and to the sole entrepreneurs and the corporate bodies – a property sanction, in extent from 50 to 500 BGN.

Art. 230. For non-fulfillment of the obligatory direction of a controlling body for consumer protection for removing the discrepancies and violations of the Act, out of the cases under Art. 215, to the guilty persons shall be imposed a fine, and the sole entrepreneurs and the corporate bodies – with a property sanction, in extent from 200 to 1 000 BGN.

Art. 230a. (new – SG 105/06, in force from 01.01.2007; amend. – SG 18/11) For preventing officials from implementing their powers referred to in Art. 192 and 192a and for non-fulfillment of an order referred to in Art. 192, par. 1, item 2 and par. 2, to the guilty persons shall be imposed a fine, and the sole entrepreneurs and the legal entities – a proprietary sanction, in the amount from 1 000 to 3 000 BGN.

Art. 231. At repeated violation under this chapter the guilty persons shall be punished with a fine, and the sole entrepreneurs and the corporate bodies – with a property sanction, in double amount.

Art. 232. (1) In the cases of a sanctioned offence under this Act with an enforced penal provision, the controlling body shall offer to the body who has issued the license and/or the permission for exercising an activity, its seizure.

(2) The body who has issued the license and/or the permission for exercising an activity, shall pronounce to the proposal a motivated decision, for the results of which shall notify immediately the controlling body under para 1, and in the cases he/she revokes the issued license or permission, shall indicate also the date and the ground for its seizure.

Art. 233. (1) The acts for establishing the offences shall be issued by the officials, appointed by the head of the respective controlling body or by the mayor of the municipality.

(2) The penal provisions shall be issued by the head of the controlling body, by the mayor of the municipality or by authorized by them officials.

(3) The establishment of the offences, the issuing, the appeal and the implementation of the penal provisions, shall be implemented by the order of the Law for the administrative offences and sanctions.

(4) (new – SG 61/14, in force from 25.07.2014) Acts of identified administrative violations and penalty decrees within the meaning given by the Act of Administrative Violations and Penalties, as well as the individual administrative acts within the meaning given by the Code of Administrative Procedure may be served upon any natural person who is present at the sale point and who is in a civil-law or employment relationship with the person against whom they have been issued.

Additional provisions

§ 1. At discrepancy between the provisions of two laws, shall be applied those who ensure a higher extent of consumer protection.

§ 1a. (new – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) Where the provisions of Chapter Four, Section III 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 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) In case of contradiction between the provisions of Chapter Four, Section III and the provisions of any other law, which do not transpond the requirements of European Union law providing more severe requirements with regard to unfair commercial practices, the provisions of this Act shall apply.

§ 1c. (new – SG 61/14, in force from 25.07.2014) The provision of Art. 4 on contracts other than a distance contract or an off-premises contract, and of Chapter Four, Section I shall apply in respect of the contracts concluded between a trader and a consumer, including in respect of the contracts for the supply of water, gas, electricity or central heating, as well as by public providers, to the extent that these goods and services are provided on a contractual basis.

§ 1d. (new – SG 61/14, in force from 25.07.2014) Where the provisions of Art. 4 or the provisions of Chapter Four Section I 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 61/14, in force from 25.07.2014) In relation to sales contracts, distance contracts and off-premises contracts, traders may offer consumers contractual terms and conditions providing a higher degree of protection than those referred to in Chapter Four, Section I and in Chapter Five, Section II.

§ 1f. (new – SG 61/14, in force from 25.07.2014) The information provision requirements under Art. 4 and Chapter Four, Section I shall supplement the information requirements under the Act on the activities for provision of services and the Electronic Commerce Act. Where the provisions of the Electronic Commerce Act or of the Act on the activities for the provision of services are in conflict with the provisions

of Art. 4 and of Chapter Four, Section I regarding the content and method of provision of information to consumers, the provisions of Art. 4 and Chapter Four, Section I shall apply.

§ 1g. (new – SG 61/14, in force from 25.07.2014) The provisions of Art. 10, 11 and 12 of the Electronic Commerce Act shall apply notwithstanding the provision of Art. 49.

§ 1h. (new – SG 61/14, in force from 25.07.2014) The provisions of Art. 62c through 62e shall apply to sales contracts, service contracts and contracts for the supply of water, gas, electricity, for central heating or for digital content.

§ 1i. (new – SG 37/18, in force from 01.07.2018) The provisions of Art. 62c, Art. 62d, para. 1 and 3 and Art. 62e, para. 1 and 2 shall apply to package travel contracts.

§ 1j. (new – SG 61/14, in force from 25.07.2014, prev. § 1i - SG 37/18, in force from 01.07.2018) The provisions of Art. 103b and 103c shall apply to sales contracts. They shall not apply to contracts for the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, for central heating or for digital content which is not supplied on a physical storage device.

§ 2. The provisions of chapter five, section I shall be applied for all the commodities and services, regardless the way of sale, including a distance sale and a sale in electronic way.

§ 3. The provisions of chapter five, section I shall be applied for commodities directed for professional use, which may be used by the consumer, when, used at judiciously foreseeable conditions, the commodities may cause risks for the health and the safety of the consumers.

§ 4. The provisions of chapter five, section I shall not be applied for already used commodities, which are delivered as antiques (antiquarian commodities) or as commodities which need a repair or a revision, before they have been used, under the condition that the provider notifies in a clear way the person whom he/she delivers the commodity, for the necessity of its repair or revision.

§ 5. When in another normative act for some commodities or types of commodities specific requirements are provided for safety, the provisions of chapter five, section I shall be applied for all the rest cases and risks or categories of risks, which are not provided for in the special normative act.

§ 6. (amend. – SG 64/07, in force from 08.09.2007) The provisions of chapter five, section I, Art. 69 – 72 shall be applied and regarding the cosmetic products for the risks which are not a subject of legal settlement in a special normative act.

§ 7. (amend. – SG 64/07, in force from 08.09.2007) The provisions of chapter five, section I, Art. 74 – 81, 90 and 91 shall be applied and regarding toys, cosmetic products, personal safety means and electric facilities, intended for use in definite limits of the voltage.

§ 8. The provisions of chapter five, section I, Art. 83, 83, 85, 87, 88 and 89 shall be applied and regarding the electric facilities intended for use in definite limits of the voltage.

§ 9. The provisions of chapter five, section II shall be applied and for the contracts of manufacture and production. The provisions of chapter five, section II shall be applied and regarding gas and water, when they are packed in a definite volume and with definite quantity.

§ 10. The provisions of chapter five, section II shall not be applied regarding sales made by state or private bailiff, as well as regarding sales of abandoned commodities or commodities taken away in favour of the state, made by state bodies.

§ 11. The provisions of chapter five, section IV shall not be applied for damages came from accidents, caused by an atomic energy, the conditions and the order for which are regulated in other normative act or ensue from obligations provided in international conventions which the Republic of Bulgaria is a party of.

§ 12. The provisions of chapter five, section IV shall not be applied for commodities put in circulation before the entry of the law into effect.

§ 12a. (new – SG 18/11) The provisions of Chapter Six shall not apply to contractual clauses, setting forth primary or secondary law provisions or principles of international conventions, including in the field of transport, to which the European Union Member States or the European Union is a party.

§ 12b. (new - SG 57/15) In case of contradiction between the provisions of Chapter Nine, Section II, and the EU law or the Bulgarian legislation implementing the requirements of the EU law, containing special requirements on the extrajudicial resolution of disputes between consumers and traders, shall prevail the provisions of the present Act unless otherwise specified in Chapter Nine, Section II.

§ 12c. (new - SG 57/15) In case of contradiction between the provisions of Chapter Nine, Section II, and another law containing special requirements on the extrajudicial resolution of disputes between consumers and traders, shall prevail the provisions of the present Act unless otherwise specified in Chapter Nine, Section II.

§ 12d. (new - SG 57/15) The provisions of Chapter Nine, Section II, shall be without prejudice to the provisions of the Mediation Act implementing 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, 24.5.2008).

§ 12e. (new - SG 57/15) The provisions of Chapter Nine, Section II, shall apply in compliance with the requirements of the delegated acts and the implementing acts adopted by the European Commission pursuant to Regulation (EU) No 524/2013.

§ 12f. (new - SG 57/15) The provision of Art. 181m shall be without prejudice to the obligations to provide information to consumers of the extrajudicial procedures of defence provided y the law of the European Union and shall apply supplementary.

§ 12g. (new - SG 57/15) The provision of Art. 181n shall be without prejudice to the provisions on the limitation periods in international agreements signed by the Member States of the European Union.

§ 13. In the context of this law:

1. "Consumer" shall be every individual body which acquires commodities or uses services, which are not intended for carrying out a commercial or professional activity, and every individual body which, as

a party of a contract under this law, acts out of the range of his/her commercial or professional activity.

2. (suppl – SG 64/07, in force from 08.09.2007) "Entrepreneur" shall be every individual or corporate body, which sales or offers for sale commodities, provides services or concludes a contract with a consumer, as a part of his/her commercial or professional activity in the public or the private sector, as well as any person, acting on his/her behalf and at his/her expense.

3. "Producer" shall be every individual or corporate body, which:

a) by his occupation produces commodities in completed form or substantially changes or remakes the commodity regarding its putting on the market;

b) pretends to be a producer, as indicating on the commodity, its packing or on the technical or the commercial documentation for it, his/her name or firm, his/her production or other distinguishing sign.

4. "Provider" shall be every individual or corporate body at the chain of the delivery of the commodity, which by occupation transfers the property or constitute, or transfers other real rights in a commodity for the behalf of another provider or entrepreneur, or which concludes a contract with a consumer in the public or the private sector.

5. (amend. – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) "Importer" shall be every individual or corporate body, which imports a commodity at the territory of the European Union as a part of his/her commercial or professional activity for purpose the commodity to be distributed at the territory of the European Union.

6. "Putting on the market" shall be the first putting of the commodity or the service at the consumers' disposal against payment or free of charge for the purpose of its use or consummation.

7. "Packing" shall be pots and any other devices or materials, which are suitable to perform the function to contain and to keep different commodities, offered directly to the consumers.

8. "Sale price" shall be the final price for a piece or a definite quantity of commodity or service, which includes value added tax and every additional taxes and fees.

9. "Price for unit measure" shall be the final price which includes the value added tax and every additional taxes and fees for a unit measure of the offered commodity. A unit measure shall be: for commodities traded regarding their volume – 1 litre or 1 cubic metre; for commodities traded according to their weight – 1 kilogram; for commodities traded by length – 1 metre; for commodities traded by area – 1 square metre.

10. "Commodities sold in bulk" shall be the commodities which are not packed in advance and are weighed at the presence of the consumer.

11. "Auction" shall be the procedure of organizing the sale of commodities, at which to the persons who have demonstrated interest of the commodity, shall be given an opportunity to familiarize with it and to offer a price.

12. (amend. – SG 61/14, in force from 25.07.2014) "Financial service" shall be every service related to banking, crediting, insurance, personal retirement schemes, investment or payment.

13. (amend. – SG 61/14, in force from 25.07.2014) "Commodity" shall be a tangible movable item, with the exception of items sold by way of execution or otherwise by bodies authorized by law, as well as items abandoned or forfeited to the Exchequer and offered for sale by State bodies. Water, gas and electricity, where they are offered for sale in a limited volume or a set quantity, shall also be commodities.

14. "Service" shall be every material or intellectual activity, which is carried out in an independent way, which is provided for another person, and which is not with a main subject - a transfer of possession of a property.

15. "Serious risk" shall be every serious danger for the health and the safety of the consumers, which requires quick intervention of the controlling bodies, including this one, which effects does not occur immediately.

16. "Confiscation of commodity" shall be every measure which aims at ensuring the return of a dangerous commodity, delivered by the producer or a distributor.

17. "Withdrawal of commodity" shall be every measure which aims at avoiding the distribution, the

putting of a dangerous commodity for sale, as well as its supply to the consumers.

18. "Professional secret" shall be every information which the controlling bodies acquires for the purpose of the safety control or in connection with it, and which announcement may endanger the trade interest or the prestige of the producer, the distributor, the provider of services or of a third person. The professional secret does not represent a service secret in the context of the Law for the protection of the classified information.

19. "Injured person" shall be every individual person which has suffered property damages by a defect of commodity.

20. "Putting in circulation" shall be the provision of the commodity to a provider or an entrepreneur for free or against payment for first time, at which the commodity passes from the phase of production or import to the phase of distribution to the chain of the delivery, including the keeping of the commodity for the purpose of sale or distribution.

21. "Repeated" shall be the offence committed in one-year term from the entry into force of the penal provision by which has been imposed a sanction for the same type of offence.

22. (*) (new - SG 53/06) "Qualified organization" shall be every organization, constituted according to the requirements of the national legislation of a Member state of the European Union, for protection of the collective interests of the consumers, which has a lawful interest to lodge a claim for stoppage or for prohibition of actions or trade practices in violence of the consumers' collective interests.

23. (new – SG 64/07, in force from 08.09.2007) "Commercial practice" shall mean any act, omission, course of conduct, commercial initiative or commercial communication, including advertising and marketing, by a trader to a consumer directly connected with the promotion, sale or supply of a good or provision of a service to consumers;

24. (new – SG 64/07, in force from 08.09.2007) "Very limited period of time" shall mean the period, set out in Art. 66, par. 1.

25. (new – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) "Material distortion of economic behaviour of consumers" shall mean using a commercial practice to appreciably impair the consumer's ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have taken otherwise.

26. (new – SG 64/07, in force from 08.09.2007) "Code of conduct" shall mean an agreement or set of rules, which do not arise out of the requirements of regulating and which define the behaviour of traders who undertake to be bound by the provisions of the code in relation to one or more particular commercial practices or in relation to one or more business sectors.

27. (new – SG 64/07, in force from 08.09.2007) "A trader responsible for application of the code of conduct" shall mean the one, who is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to observe the requirements of the code.

28. (new – SG 64/07, in force from 08.09.2007) "Professional diligence and competency" shall mean the degree of special knowledge, skills and care which a trader may reasonably be expected to possess and exercise towards consumers, conforming to the honest market practices and/or the principle of good faith in the trader's field of activity.

29. (new – SG 64/07, in force from 08.09.2007) "Invitation to purchase" shall mean a commercial communication which indicates characteristics of the good or service and their price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase.

30. (new – SG 64/07, in force from 08.09.2007; amend. – SG 61/14, in force from 25.07.2014) "Undue influence" shall mean exploiting a position of power in relation to the consumer so as to apply pressure on him, 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 64/07, in force from 08.09.2007) "Transactional decision" shall mean any decision taken by a consumer concerning whether or not to purchase a good or service, the ways and the terms of

purchase, whether or not to make payment in whole or in part for, to retain or dispose of the goods or to exercise a contractual right in relation to the good or service, whether the consumer decides to act or to refrain from acting.

32 (new – SG 18/11; suppl. – SG 61/14, in force from 25.07.2014) "Permanent storage" shall be any storage, enabling the consumer or the trader to save information, sent to him/her personally, allowing its easy use in the future for a period of time, corresponding to the purposes, for which the information is provided, and which enables the unchanged reproduction of the stored information. Such storage devices 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 61/14, in force from 25.07.2014) "Goods made under consumer's order" shall be non-prefabricated goods, but such made on the basis of an individual choice of or decision by the consumer.

34. (new - SG 61/14, in force from 25.07.2014) "Sales contract" shall be a contract under which the trader transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof, including any contract having as its object both goods and services.

35. (new - SG 61/14, in force from 25.07.2014) "Service contract" shall be a contract other than a sales contract under which the trader provides or undertakes to provide a service to the consumer and the consumer pays or undertakes to pay the price thereof.

36. (new - SG 61/14, in force from 25.07.2014) "Supplementary agreement" shall be 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 61/14, in force from 25.07.2014) "Point of sale" shall be immovable retail premises where the trader carries out their activity on a permanent basis, or any movable retail premises where the trader carries out their activity on a usual basis.

38. (new - SG 61/14, in force from 25.07.2014) "Digital content" shall be data which are produced and supplied in digital form, such as computer games, anti-virus programs, applications, films, music, texts, electronic books, newspapers, magazines, software or online games, databases, betting websites and others, irrespective of whether they are accessed through downloading or streaming, from a tangible medium or through any other means.

39. (new - SG 61/14, in force from 25.07.2014) "Functionality of digital content" shall be the ways in which digital content can be used, such as the tracking of consumer behaviour; as well as the absence or presence of any technical restrictions such as protection via Digital Rights Management or region coding and others.

40. (new - SG 61/14, in force from 25.07.2014) "Interoperability of digital content" shall be the information regarding the standard hardware and software environment with which the digital content is compatible, such as the operating system, the necessary version and certain hardware features.

41. (new - SG 61/14, in force from 25.07.2014) "Distance communication device" 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, videotext, SMS message, computer, electronic mail, Internet, facsimile machine, mail order.

42. (new - SG 61/14, in force from 25.07.2014) "Public tender" 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 tender in person, through a transparent, competitive bidding procedure run by a tenderer and where the successful bidder is bound to purchase the goods or services.

43. (new - SG 61/14, in force from 25.07.2014) "Payment means" shall be a personalized device and/or a set of procedures agreed upon between the payment service user and the payment service provider and used by the payment service user in order to make a payment order.

44. (new - SG 57/15) "Habitual residence" means as provided in 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 57/15) "Procedure of alternative resolution of consumer disputes" means a procedure of extrajudicial resolution of consumers disputes meeting the requirements of the present Act and applied by an entity for alternative resolution of consumer disputes.

§ 13a. (new – SG 64/07, in force from 08.09.2007) This law introduces the provisions of:

1. Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers;

2. (revoked – SG 102/08)

3. (revoked - SG 61/14, in force from 25.07.2014);

4. (amend. - SG 61/14, in force from 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. (revoked - SG 64/07, in force from 08.09.2007);

6. Directive 2001/95/EC of the European Parliament and of the Council on general product safety;

7. Directive 1999/44/EC of the European Parliament and the Council on certain aspects of the sale of consumer goods and associated guarantees;

8. Directive 85/374/EEC on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products;

9. Directive 93/13/EEA of the Council on unfair terms in consumer contracts;

10. (amend. – SG 18/11) Directive 2008/122/EC of the European Parliament and 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 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 57/15) 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 concluding provisions

§ 14. The Law for protection of the consumers and for the trade rules (prom., SG, No 30 of 1999) is revoked.

§ 15. The pending court proceedings for prohibition or stoppage of the distribution of misleading or deceitful advertisement shall be concluded under the previous order.

§ 16. The pending court proceedings at cases opened at the ground of Art. 51 of the revoked Consumer Protection Act and for the trade rules shall be concluded under the previous order.

§ 17. Regarding the duration of the terms which have started under the effect of the revoked Consumer Protection Act and for the trade rules, shall be applied the provisions of this Act, unless for the expiration of the term under the revoked law is necessary a longer period than the provided one in this act.

§ 18. (1) The Council of Ministers shall adopt the ordinances under Art. 12, 79 and 99 within a term of 6 months from the promulgation of the act in the State Gazette.

(2) Until adoption of the ordinances under Art. 12 shall apply the acts of secondary legislation issued for implementation of Art. 7 of the revoked Law for protection of the consumers and for the trade rules.

§ 19. The Minister of Economy and Energy shall issued the acts of secondary legislation for the implementation of the act within a term of 6 months from its promulgation in the State Gazette.

§ 20. (1) The existing till the entry into force of this act Commission for trade and consumer protection shall keep it statute under the name "Commission for Consumer Protection".

(2) The structural regulation of the Commission for trade and consumer protection shall set in correspondence to the requirements of this act within a term of one month from its entry into force.

.....

§ 34. (amend. and suppl. - SG 53/06, in force from 30.06.2006; amend. - SG 59/06, in force from 21.07.2006; amend. – SG 105/06, in force from 01.01.2007) The act shall enter into force 6 months after its promulgation in the State Gazette except the provisions of Art. 3, para 3, art. 68a, Art. 159, art. 160, art. 164, para 1, item 7, para 2 and 3, art. 186, para 1 and para 2, item 9, art. 186a, 186b and § 13, item 22, which shall enter into force from the date of accession of the Republic of Bulgaria to the European Union.

§ 35. (amend. – SG 82/09, in force' from 16.10.2009; amend. - SG 64/07, in force from 08.09.2007; amend. - SG 14/15) The application of the act is assigned to the Minister of Economy.

The act has been adopted by the XL National Assembly on the 24th November 2005 and has been sealed with the official seal of the National Assembly.

**Transitional and concluding provisions
TO THE ADMINISTRATIVE PROCEDURE CODE**

(PROM. – SG 30/06, IN FORCE FROM 12.07.2006)

§ 55. In the Consumer protection Act (prom. – SG 99/05) the words "Law of the administrative procedure" shall be replaced by "Administrative procedure code".

.....

§ 142. The code shall enter into force three months after its promulgation in State Gazette, with the exception of:

1. division three, § 2, item 1 and § 2, item 2 – with regards to the repeal of chapter third, section II

"Appeal by court order", § 9, item 1 and 2, § 15 and § 44, item 1 and 2, § 51, item 1, § 53, item 1, § 61, item 1, § 66, item 3, § 76, items 1 – 3, § 78, § 79, § 83, item 1, § 84, item 1 and 2, § 89, items 1 - 4§ 101, item 1, § 102, item 1, § 107, § 117, items 1 and 2, § 125, § 128, items 1 and 2, § 132, item 2 and § 136, item 1, as well as § 34, § 35, item 2, § 43, item 2, § 62, item 1, § 66, items 2 and 4, § 97, item 2 and § 125, item 1 – with regard to the replacement of the word "the regional" with the "administrative" and the replacement of the word "the Sofia City Court" with "the Administrative court - Sofia", which shall enter into force from the 1st of May 2007;

2. paragraph 120, which shall enter into force from the 1st of January 2007;

3. paragraph 3, which shall enter into force from the day of the promulgation of the code in State Gazette.

**Concluding provisions
TO THE ELECTRONIC TRADE ACT**

(PROM. – SG 51/06, IN FORCE FROM 24.12.2006)

§ 6. This Act shall enter into force 6 months after its promulgation in the State Gazette except art. 19 which shall enter into force from the date of entering into force of the Treaty of Accession of the Republic of Bulgaria to the European Union.

**Concluding provisions
TO THE CONSUMER LOAN ACT**

(PROM. – SG 53/06, IN FORCE FROM 01.10.2006)

§ 2. In the Consumer protection Act (prom SG 99/065; amend. SG 30/06) the following amendments and supplements shall be made:

.....

8. In § 34 of the Transitional and the Concluding provisions after the words "para 3" shall be added "art. 68a. and the words "and 160" shall be replaced by "art. 160, art. 164, para 1, item 7, para 2 and 3, art. 186, para 1 and para 2, item 7, art. 186a, 186b and § 13, item 22".

.....

§ 4. The Act shall enter into force three months after its promulgation in State Gazette, except for:

.....

2. Paragraph 2, which shall enter into force on the date of its promulgation in State Gazette.

**Transitional and concluding provisions
TO THE CREDIT INSTITUTIONS ACT**

(PROM. – SG 59/06)

§ 36. This Act shall enter into force from the date of entering into force of the Treaty of Accession of the Republic of Bulgaria to the European Union except § 35, Item 2 which shall enter into force from the day of promulgation of this Act in the State Gazette.

Concluding provisions

TO THE LAW OF PROVISION OF DISTANT FINANCIAL SERVICES

(PROM. – SG 105/06, IN FORCE FROM 01.01.2007)

§ 12. The Act shall enter into force from the 1st of January 2007, except for § 4, items 1 and 5, which shall enter into force from the date of coming into effect of the Electronic Commerce Act.

**Transitional and concluding provisions
TO THE MEDICINAL PRODUCTS IN HUMAN MEDICINE ACT**

(PROM. – SG 31/07, IN FORCE FROM 13.04.2007)

§ 37. The Act shall enter into force from the day of its promulgation in State Gazette, except for § 22, which shall enter into force one year after entry into force of this Act.

**Transitional and concluding provisions
TO THE CIVIL PROCEDURE CODE**

(PROM. – SG 59/07, IN FORCE FROM 01.03.2008)

§ 61. This code shall enter into force from 1 March 2008, except for:

1. Part Seven "Special rules related to proceedings on civil cases subject to application of European Union legislation";
 2. paragraph 2, par. 4;
 3. paragraph 3 related to revoking of Chapter Thirty Two "a" "Special rules for recognition and admission of fulfillment of decisions of foreign courts and of other foreign bodies" with Art. 307a – 307e and Part Seven "Proceedings for returning a child or exercising the right of personal relations" with Art. 502 – 507;
 4. paragraph 4, par. 2;
 5. paragraph 24;
 6. paragraph 60,
- which shall enter into force three days after the promulgation of the Code in the State Gazette.

**Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT**

(PROM. – SG 64/07, IN FORCE FROM 08.09.2007)

§ 38. Everywhere in this act the titles of the acts of the European Union the abbreviation "EU" shall be replaced with "EC".

§ 39. The structural regulations of the Commission for Consumers Protection shall be adjusted to the provisions of this Act within one month after its entering into force.

§ 40. The existing pending proceedings under Art. 39 shall be finalized following the existing procedure.

.....

§ 42. The existing at the time of entering into force of this Act pending proceedings under Art. 32, par. 1, 3 and 4, Art. 33 and Art. 34, par. 3 and 4 of the Protection of Competition Act before the Commission for protection of competition shall be finalized following the existing procedure.

§ 43. This Act shall enter into force one month after its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE PAYMENT SERVICES AND
PEYMENT SYSTEMS ACT (PROM. - SG 23/09, IN FORCE FROM 01.11.2009)

§ 21. The act shall enter into force on November 1, 2009, except for § 10, which shall enter into force from the date of its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE ACT AMENDING THE TOURISM ACT

(PROM. - SG 82/09, IN FORCE FROM 16.10.2009)

§ 37. Everywhere in the Consumer Protection Act (prom. - SG 99/05; amend. - SG 30/06, SG 51, 53, 59, 105 and 108/06, SG 31, 41, 59 and 64/07, SG 36 and 102/08 and 23 and 42/09) the words "the Minister of Economy and Energy", "Minister of Economy and Energy" and "the Ministry of Economy and Energy" shall be replaced respectively with "the Minister of Economy, Energy and Tourism", "Minister of Economy, Energy and Tourism" and "the Ministry of Economy, Energy and Tourism".

.....
§ 59. This Act shall enter into force from the day of its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE LAW ON THE ACTIVITIES OF PROVISION OF SERVICES

(PROM. – SG 15/10, IN FORCE FROM 23.02.2010)

§ 13. This Act shall enter into force from the day of its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE PRIVATISATION AND POST-
PRIVATISATION CONTROL ACT

(PROM. - SG 18/10, IN FORCE FROM 05.03.2010)

§ 36. This Act shall enter into force from the day of its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE CONSUMER CREDIT ACT

(PROM. - SG 18/10, IN FORCE FROM 12.05.2010)

§ 9. This Act shall enter into force from 12 May 2010.

Concluding provisions

TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT

(PROM. - SG 18/11)

§ 54. The provisions of § 40, item 2 and § 46 shall enter into force from 1 November 2012.

Transitional and concluding provisions

TO THE ACT AMENDING AND SUPPLEMENTING THE CIVIL SERVANT ACT

(PROM. - SG 38/12, IN FORCE FROM 01.07.2012)

§ 84. (In force from 18.05.2012) Within one month from the promulgation of this Act in the State Gazette:

1. the Council of Ministers shall make the Classification of Offices in the Administration compliant with this Act;
2. the competent authorities shall make the structural acts of the respective administration compliant 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 Act on the Access and Disclosure of Documents and Announcing Affiliation of Bulgarian Nationals to the State Security and Intelligence Services of the Bulgarian People's Army, the Act for Forfeiture of Property Acquired through Criminal Activity, the Law on Prevention and Discontinuance of Conflict of Interests, the Code of Social Insurance, the Health Insurance Act, the Law on the Support of Farmers and the Roads Act shall be settled under terms and conditions of § 36 of the Transitional and Concluding Provisions of the Act on Amending and Supplementing the \Civil Servants Act (SG 24/06).

(2) The act of appointment of the civil servant shall:

1. determine the lowest rank for the position specified in the Classification of Offices in the Administration, unless the officer holds a higher rank;
2. determine an individual basic monthly salary.

(3) The additional funds for insurance installments for the persons referred to in Para 2 shall be made available within the limits for expenses for salaries, remunerations and insurance installments in the budgets of the budget credit administrators.

(4) The Council of Ministers shall amend as required by this Act the non-budget account of State Fund "Agriculture".

(5) The governing bodies of the National Insurance Institute and the National Health Insurance Fund shall amend as required by this Act the respective budget credits.

(6) Any non-used days of leave under employment relations shall be preserved and shall not be subject to pecuniary compensation.

§ 86. (1) Within one month from entry into force of this Act the individual basic monthly salary of the officer shall be so calculated that the said salary, reduced by the due taxes and the mandatory insurance installments due by the insured person, if available, shall not be lower than gross monthly salary received before, reduced by the mandatory insurance installments due by the insured person, if available, and the due taxes.

(2) The gross salary referred to in Para 1 shall include:

1. the basic monthly salary or the basic monthly remuneration;
2. the additional remunerations paid on permanent basis together with the due basic monthly salary or the basic monthly remuneration and dependent only on the working time.

§ 87. This Act shall enter into force from 1 July 2012 except for § 84, which shall enter into force from the day of the promulgation of the Act in the State Gazette.

**Transitional and concluding provisions
TO THE PUBLIC FINANCE ACT**

(PROM. SG 15/13, IN FORCE FROM 01.01.2014)

§ 123. This Act shall enter into force on 1 January 2014 with the exception of § 115, which enters into force on January 1, 2013, and § 18, § 114, § 120, § 121 and § 122, which came into force on 1 February in 2013.

**Transitional and concluding provisions
TO THE TOURISM ACT**

(PROM. SG 30/13, IN FORCE FROM 26.03.2013)

§ 20. The Act shall enter into force from the day of its promulgation in State Gazette except for the provisions of Chapter Nine, Ten and Twelve, which shall enter into force within 6 months after the promulgation of the Act.

**Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT
Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT**

(PROM. SG 61/14, IN FORCE FROM 25.07.2014)

§ 84. In the rest of the texts of the Act, the words "the Ministry of Economy, Energy and Tourism", "the Minister of Economy, Energy and Tourism" and "Minister of Economy, Energy and Tourism" shall be replaced by "the Ministry of Economy and Energy", "the Minister of Economy and Energy" and "Minister of Economy and Energy", respectively.

**Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT**

(PROM. SG 61/14, IN FORCE FROM 25.07.2014)

§ 85. The pending court proceedings, initiated before 13 June 2014 on the grounds of Art. 46, 52 and 59 shall be finalized following the existing procedure.

.....

§ 91. The Act shall enter into force on the day of its promulgation in State Gazette.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE ACT ON PROHIBITION OF
CHEMICAL WEAPONS AND ON CONTROL OF TOXIC CHEMICAL AGENTS AND THEIR
PRECURSORS

§ 15. Everywhere in the text of the Consumer Protection Act the words "the Ministry of Economy and Energy", "the Minister of Economy and Energy", "Minister of Economy and Energy" and "the Deputy Minister of Economy and Energy" shall be respectively replaced by "the Ministry of Economy", "the Minister of Economy", "Minister of Economy" and "the Deputy Minister of Economy".

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE CONSUMER PROTECTION ACT

(PROM. - SG 57/15)

§ 28. Any pending proceedings before the reconciliation commissions, initiated before entry into force of the present Act, shall be finalised under the existing order.

§ 29. By 9 July 2018 and every four years thereafter the Minister of Economy shall submit to the European Commission a report of the development and functioning of the ADR entities.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE NON-PROFIT LEGAL ENTITIES ACT

(PROM. - SG 74/16, IN FORCE FROM 01.01.2018)

§ 40. This Act shall enter into force on January 1, 2018.

Concluding provisions
TO THE ACT AMENDING THE ACT ON BULGARIAN FOOD SAFETY AGENCY

(PROM. - SG 58/17, IN FORCE FROM 18.07.2017)

§ 76. This Act shall enter into force on the day of its promulgation in the State Gazette.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE ACT ON LIMITATION OF THE
ADMINISTRATIVE REGULATION AND THE ADMINISTRATIVE CONTROL OVER THE
BUSINESS ACTIVITY

(PROM. - SG 103/17, IN FORCE FROM 01.01.2018)

§ 68. The Act shall enter into force on 01 January 2018.

Transitional and concluding provisions
TO THE ACT AMENDING AND SUPPLEMENTING THE PAYMENT SERVICES AND
PAYMENT SYSTEMS ACT

(PROM. - SG 20/18, in force from 06.03.2018)

§ 28. The Act shall enter into force on the day of its promulgation in the State Gazette with the exception of:

1. Article 47, which comes into force once the European Commission has published the electronic brochure on consumer rights under Art. 106 (2) of Directive (EU) 2015/2366 and Art. 71, para. 2, item 3, Art. 72, para. 3, item 4, para. 4, Item 1, Art. 73, para. 2, item 3, para. 3, item 1 and Art. 100, which shall enter into force 18 months after the entry into force of the regulatory technical standards, which the European Commission accepts under Art. 98 (4) of Directive (EU) 2015/2366; until the entry into force of Art. 100, para. 1 - 6 payment service providers comply with the requirements of Final Guidelines on the Security of Internet Payments of 19 December 2014 of the European Banking Authority;

2. Article 102, which shall enter into force on 30 April 2018, and Art. 103 to 109, which shall enter into force on 31 October 2018;

3. paragraph 16, point 2, letter "c" of the Transitional and Concluding Provisions concerning para. 8, which shall enter into force on 1 January 2019;

4. Paragraphs 25 and 26, paragraphs 1 to 5 of the Transitional and Concluding Provisions, which shall enter into force on 1 July 2018.

Transitional and concluding provisions TO THE ACT AMENDING AND SUPPLEMENTING THE TOURISM ACT

(PROM. - SG 37/18, IN FORCE FROM 01.07.2018)

§ 122. The Act shall enter into force on the day of its promulgation in the State Gazette with the exception of § 19 - 21, § 23 - 59, § 94 - 103, § 106, § 9 - 17 and § 107 - 117, which shall enter into force from 1 July 2018.

Attachment No. 1 to Art. 156, item 1

(New – SG 18/11; amend. – SG 30/13, in force from 26.03.2013)

STANDARD INFORMATION FORM FOR TIMESHARE CONTRACTS

Part I:

1. company, legal status, Unified ID Code, place or business and registered address of the Trader – legal entity, or the name, national ID number (personal ID number or personal number of a foreigner) which will be party to the contract;

2. short description of the product, e.g. description of the immovable property;

2.1. nature and content of the right(s) under the timeshare contract;

3. period within which the right which is the subject of the contract may be exercised by the consumer and information on the duration of the period within which the consumer may exercise this right;

3.1. date from which the consumer may exercise his/her right under the timeshare contract;

3.2. (amend. – SG 30/13, in force from 26.03.2013) if the contract concerns a specific property under construction, date when the accommodation facility will be completed and the date when the accommodation and services/facilities will be available to the consumer;

4. the price to be paid by the consumer for acquiring the right(s) of timeshared use of property;

4.1. information on the additional obligatory costs imposed under the timeshare contract; type of costs and indication of amounts, e.g. annual fees, other recurrent fees, special levies, local taxes;

5. information on 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 such services;

5.1. information on the common facilities and equipment available to the consumer, e.g. swimming pool, sauna, etc.;

5.2. information whether these facilities and equipment are included in the costs for the provision of key services, referred to in item 5;

5.3. where the common facilities and equipment are not included in the costs for provision of key services referred to in item 5, what is included and what has to be paid for shall be indicated;

6. feasible opportunity for the consumer to join an exchange scheme for timeshare use of a

property;

- 6.1. where it is possible that a consumer can join an exchange scheme for timeshare use of a property the name of the exchange scheme shall be specified;
- 6.2. indication of costs incurred by a consumer for membership/exchange contract;
7. information whether the trader has signed a code of conduct and, if yes, where it can be found.

Part II: General information of the following consumer's rights:

1. the consumer has the right to withdraw from the timeshare contract without giving any reason within 14 calendar days from the date of
 - a) conclusion of the contract, or
 - b) conclusion of any binding preliminary contract, or
 - c) receipt of those contracts if that takes place later.
2. during this withdrawal period, any advance payment by the consumer is prohibited;
3. the prohibition for making advance payments under item 2 concerns any considerations, including payment and provision of guarantees, reservation of money on accounts, explicit acknowledgement of debts and it shall include not only payment to the trader, but also to third parties;
4. the consumer shall not bear any costs or obligations other than those 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 in which the consumer is resident or is habitually domiciled and 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 specifically - for instance, under which chapter of a general brochure can be found, if not provided below:

1. Information about the rights acquired
 - 1.1. information on the conditions governing the exercise of the right which is the subject of the timeshare contract within the territory of the Member States(s) in which the property or properties concerned are situated and information on whether those conditions have been fulfilled or, if they have not, what conditions remain to be fulfilled;
 - 1.2. (amend. – SG 30/13, in force from 26.03.2013) information on any restrictions on the consumer's ability to use any accommodation where the contract provides the right of selection amongst different accommodations.
2. Information on the properties
 2. 1. where the contract concerns a specific immovable property, an accurate and detailed description of that property and its location;
 - 2.2. where the contract concerns a number of properties (multi-resorts), an appropriate description of the properties and their location;
 - 2.3. (amend. – SG 30/13, in force from 26.03.2013) where the contract concerns accommodation other than immovable property, an appropriate description of the accommodation, available to the consumer;
 - 2.4. information on the services, e.g. electricity, water, maintenance, refuse collection, to which the consumer has or will have access to and under what conditions,
 - 2.5. information on the common facilities, such as swimming pool, sauna, etc., to which the consumer has or may have access and under what conditions.
3. (amend. – SG 30/13, in force from 26.03.2013) Where applicable, additional requirements for provision of information concerning accommodation under construction.
 - 3.1. (amend. – SG 30/13, in force from 26.03.2013) the state of completion of the accommodation and of the services rendering the accommodation fully operational (joining of the property to the public utilities system - electricity, water and sewage system and telephone connections) and state of completion of

any facilities to which the consumer will have access;

3.2. (amend. – SG 30/13, in force from 26.03.2013) the deadline for completion of the construction of accommodation and joining of the property to the public utilities system (electricity, water and sewage system and telephone connections) and a reasonable estimate of the deadline for the completion of any facilities to which the consumer will have access;

3.3. the number of the building permit and the name and full address of the competent authority carrying out construction supervision;

3.4. (amend. – SG 30/13, in force from 26.03.2013) information on provided guarantees by the trader regarding completion of the accommodation or regarding reimbursement of any payment made by the consumer, if the accommodation is not completed and, where appropriate – information on 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 item 4.1 will be allocated to the consumer and information on the procedure and the way, including the deadline of increasing of such costs;

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 the administrative overheads, for example, management, maintenance and repairs of the property;

4.5. (amend. – SG 30/13, in force from 26.03.2013) where applicable, information on whether there are any mortgages, encumbrances or any other liens recorded against title to the accommodation, as well as information whether any other charges have been imposed thereon.

5. Information on termination of the contract

5.1. where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination;

5.2. information of 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 such termination.

6. Additional information

6.1. information on how maintenance and repairs of the property and its administration and management are arranged, including information whether consumers may influence and participate in taking decisions regarding these issues,

6.2. information on whether or not it is possible to join a system for the resale of the contractual rights;

6.3. information about the relevant system under item 6.2 and an indication of costs related to resale through this system;

6.4. indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to property management, increase of costs and the handling of queries and complaints of consumers;

6.5. where applicable, the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Attachment No. 2 to Art. 156, item 2

(new – SG 18/11; amend. – SG 30/13, in force from 26.03.2013)

Standard information form for long-term holiday product contracts

Part I

1. company, legal status, Unified ID Code, place or business and registered address of the

Trader – legal entity, or the name, national ID number (personal ID number or personal number of a foreigner) and mailing address of the natural person, which will be party to the contract;

2. short description of the product;

2.1. nature and content of the right(s) under the long-term holiday product contract;

3. period within which the right which is the subject of the long-term holiday product contract may be exercised and, if necessary, information on the duration of the period within which the consumer may exercise this right;

3.1. date from which the consumer may exercise his/her right under the long-term holiday products contract;

4. (amend. – SG 30/13, in force from 26.03.2013) price to be paid by the consumer for acquiring the right(s) under the long-term holiday product contract, including information on any recurring costs the consumer can expect to incur resulting from the right to obtain access to the accommodation, travel and any related products or services as follows:

a) schedule of staggered payment of the price, indicated in the contract setting out equal amounts of installments of this price for the entire term of validity of the contract and information on the dates on which they are due to be paid;

b) information, that after elapsing of the first year of the contract, subsequent amounts may be adjusted to ensure that the real value of those installments is maintained, for instance to take account of inflation;

c) information on the additional obligatory costs imposed under the long-term holiday product contract, the type of costs and indication of the due amounts, e.g. annual membership fees;

5. summary of key services available to the consumer, e.g. discounted hotel stays and flights special prices;

5.1. information on whether the key services under the long-term holiday product contract are included in the costs referred to in item 4 regarding the annual membership fees;

5.2. where the key services under the contract are not included in the costs, included in the annual fee, it shall be specified which services are included and which ones are not, e.g. three-night stay included in annual membership fee, all other accommodation must be paid for separately;

6. information on whether the trader has signed a code of conduct and, if yes, where it can be found.

Part II. General information on the following consumers' rights

1. the consumer has the right to withdraw from the long-term holiday product contract without giving any reason within 14 calendar days from the date of:

a) conclusion of the contract, or

b) conclusion of any binding preliminary contract, or

c) receipt of those contracts if that takes place later;

2. during the period within which the consumer may exercise his/her right to withdrawal from for the long-term holiday product , any advance payment by the consumer is prohibited;

3. The prohibition for any advance payments referred to in item 2 concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. 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 to the trader within 14 calendar days of receiving the request for payment by the trader for each annual installment.

5. the consumer shall not bear any costs or obligations other than those explicitly 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 in which the consumer is resident or is habitually

domiciled and 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 indication of 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 appropriate and correct description of discounts for the consumer available for future bookings, illustrated by a set of examples of recent offers,

1.2. information on the restrictions on the consumer's ability to use the rights, such as limited availability or validity of the offer provided on a first-come-first-served basis following the order of giving of their consent to accept trader's offer or presentation of the discounts and of special promotions of the holiday product for a particular period of time only.

2. Information on the termination of the contract

2. 2. where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination,

2.2. information on the conditions for terminating the contract, the consequences of termination, and on any liability of the consumer for any costs which might result from such termination of the contract.

3. Additional information

3.1. indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints of consumers;

3.2. where applicable, information on the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Attachment No. 3 to Art. 156, item 3

(new – SG 18/11)

STANDARD INFORMATION FORM FOR RESALE CONTRACTS

Part I

1. company, legal status, Unified ID Code, place or business and registered address of the trader – legal entity, or the names, national ID number (personal ID number or personal number of a foreigner) and mailing address of the natural person, which will be party to the contract;

2. short description of the provided services, 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. 3. outline of additional obligatory costs imposed under the resale contract; type of costs and indication of the due amounts, e.g. local taxes, notary fees and charges, cost of advertising;

5. information on whether the trader has signed a code of conduct and, if yes, where it can be found.

Part II. General information on the following consumer's rights:

1. the consumer has the right to withdraw from the resale contract without giving any reason within 14 calendar days from the date of:

a) conclusion of the contract, or

b) conclusion of any binding preliminary contract, or

c) 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 for making the advance payment referred to in item 2 concerns any consideration,

including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.

4, the consumer shall not bear any costs or obligations other than those specified in the contract;

5. in accordance with international private law, the resale contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and 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 specifically, for instance, under which chapter of a general brochure, if not provided below

1. information on the conditions for terminating the resale contract, the consequences of its termination, and information on any liability of the consumer for any costs which might result from such termination,

2. indication of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints of consumers;

3. where applicable, information on the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Attachment No. 4 to Art. 156, item 4

(new – SG 18/11; amend. – SG 30/13, in force from 26.03.2013)

STANDARD INFORMATION FORM FOR EXCHANGE CONTRACTS

Part 1:

1. company, legal status, Unified ID Code, place or business and registered address of the trader – legal entity, or the names, national ID number (personal ID number or personal number of a foreigner) and mailing address of the natural person, which will be party to the contract;

2. short description of the product;

2.1. nature and content of the right(s) under the exchange contract;

3. period within which the consumer may exercise his/her right under the exchange contract and, if necessary, information on its duration, within which the consumer may exercise this right;

3.1. date on which the consumer may start to exercise the right under the exchange contract;

4. price to be paid by the consumer for joining the exchange scheme;

4. 3. information on additional obligatory costs imposed under the exchange contract; type of costs and indication of the due amounts, e.g. membership renewal fees, other recurrent fees, special levies, local taxes;

5. information on the key services available to the consumer;

5.1. information on whether the key services are included in the costs referred to in item 4;

5.2. where the key services are not included in the costs referred to in item 4, it shall be specified what is included and what is not (type of costs and indication of their costs, e.g. an estimate of the price to be paid by the consumer for individual exchange transactions, including any additional charges);

6. information on whether the trader has signed a code of conduct and, if yes, where it can be found.

Part II: General information on the following consumer's rights:

1. the consumer has the right to withdraw from this exchange contract without giving any reason within 14 calendar days from:

a) the conclusion of the contract, or

- b) conclusion of any binding preliminary contract, or
- c) 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 the timeshare contract, only a single withdrawal period of 14 days shall apply to both contracts, during which the consumer may exercise his/her right to withdrawal from both contracts.

3. within the period of withdrawal from the exchange contract, any advance payment by the consumer is prohibited.

4. the prohibition for advance payment referred to in item 3 concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt and it includes not only payment to the trader, but also to third parties;

5. the consumer shall not bear any costs or obligations other than those explicitly specified in the contract,

6. in accordance with international private law, the contract may be governed by a law other than the law of the Member State in which the consumer is resident or is habitually domiciled and 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 specifically (for instance, under which chapter of a general brochure) if not provided below

1. Information about the rights acquired

1.1. information of how the exchange system works, of the possibilities and modalities for exchange;

1.2. information of the value allotted to the consumer's timeshare in the exchange system and a set of examples of concrete exchange possibilities;

1.3. (amend. – SG 30/13, in force from 26.03.2013) information of the number of resorts available and the number of members in the exchange system, including information about any limitations on the availability of particular accommodation selected by the consumer, for example, during particular periods in the year, the potential need to book 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. (amend. – SG 30/13, in force from 26.03.2013) where the exchange contract concerns accommodation other than immovable property, an appropriate description of the accommodation and the facilities, as well as indication of where the consumer can obtain further information.

3. Information on the costs

3.1. information on the obligation of the trader to provide detailed information before an exchange is arranged, in respect of each proposed exchange, of any additional charges for which the consumer is liable in respect of the exchange.

4. Information on the termination of the contract

4.1. where appropriate, information on the arrangements for the termination of ancillary contracts and the consequences of such termination;

4.2. information on the conditions for terminating the contract, the consequences of its termination, and any liability of the consumer for any costs which might result from such termination of the contract.

5. Additional information

5.1. information of the language(s) available for communication with the trader in relation to the contract, for instance in relation to the handling of queries and complaints of consumers;

5.2. where applicable, information on the possibility for out-of-court dispute resolution.

Acknowledgement of receipt of information:

Signature of the consumer:

Attachment No. 5 to Art. 161d, item 5

(new – SG 18/11)

SEPARATE STANDARD WITHDRAWAL FORM TO FACILITATE THE RIGHT OF WITHDRAWAL FROM THE CONTRACT

I. Right of withdrawal from a concluded contract

Part One of this form contains information of the following consumer's 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 from ... (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 full information, but expires in any case after one year and 14 calendar days;

4. where the consumer has not received all the required pre-contractual information about the respective contract, the withdrawal period starts when the consumer has received full information, but this term expires in any case after three months and 14 calendar days;

5. to exercise the right of withdrawal from the concluded contract, the consumer shall notify the trader using the name and address indicated below for his/her decision; the notification shall be done using a durable medium, e.g. written letter sent by post or by e-mail; in order to exercise his/her right of withdrawal from the contract the consumer may use also this form, but it is not obligatory;

6. where the consumer exercises the right of withdrawal from the contract, the consumer shall not be liable for any costs;

7. information, that in addition to the right of withdrawal from the concluded contract, national contract law rules of the European Union Member States may provide for consumer rights, e.g. the 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 about the following consumer's rights:

1. during the withdrawal period any advance payment by the consumer is prohibited;

2. the prohibition for advance payment referred to in item 1 concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, and shall include not only payment to the trader, but also to third parties.

III. Notice of withdrawal from the concluded contract

Part Three contains the following provisions:

1. to (name and address of the trader)

2. I hereby give notice that I 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

Instructions on filling in Section III

1. to be filled in by the trader before providing the form to the consumer;

2. to be filled in by the consumer(s) where this form is used for exercising of the right to withdraw; consumer(s) full name to be indicated;

3. to be filled in by the trader and the date of conclusion of the contract to be indicated;

4. to be filled in by the consumer(s) where this form is used for exercising of the right to

withdrawal;

5. to be filled in by the consumer(s) where this form is used for exercising of the right to withdrawal;

6. to be filled in by the consumer(s) only where this form is used for exercising of the right to withdrawal; to be signed by the consumer(s) only if the notification is done as a printed copy;

7. to be filled in by the consumer(s) where this form is used for exercising of the right to withdrawal.

Acknowledgement of receipt of information:

Signature of the consumer(s):

Attachment No. 6 to Art. 47, par. 1, item 8 and Art. 52, par. 2 and 4

(new – SG 61/14, in force from 25.07.2014)

SAMPLE WITHDRAWAL FORM:

(please, complete and return this form only if you wish to withdraw from the contract)

– To (the trader's name, geographical address and, where available, their fax number and e-mail 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.

Attachment No. 7 to Art. 47, par. 4

(new – SG 61/14, in force from 25.07.2014)

Information on the exercising of right of withdrawal

Standard withdrawal instructions:

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 thereof.

III. The withdrawal period shall expire within 14 days from the date (insert the data according to the types of contract specified in Item 1, subitems (a), (b), (c), (d) or (e) of the Instructions for completion.

To exercise the right of withdrawal, you must inform us (of your name, geographical address and, where available, your telephone number, fax number and e-mail address, according to Item 2 of the Instructions for completion)

and of your decision to withdraw from this contract by a definitive statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached sample withdrawal form, but it is not obligatory.

(the consumer is given an opportunity to choose an option to advise the trader in case of exercising of the consumer's right of withdrawal according to the options referred to in Item 3 of the Instructions for completion).

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), with no undue delay and in any case not later than within 14 days from the day on which we have been informed about your decision to withdraw from this contract. We will apply such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any case, you will not incur any fees as a result of such reimbursement. (in cases of sales contracts where you have not offered to collect the goods in case of withdrawal insert the case set out 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, subitems (a), (b) or (c) of the Instructions for completion may be inserted).

In contracts for the provision of services or the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, or of central heating (insert the text specified in Item 6 of the Instructions for completion).

Instructions for completion:

1. Insert one of the following texts in quotes:

a) in case of a service contract or a contract for the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, of central heating or of digital content which is not supplied on a storage device: "date of the conclusion of the contract.";

b) in case of a sales contract: "date on which you or a third party other than the carrier and indicated by you acquire physical possession of the goods.";

c) in case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "date on which you or a third party other than the carrier and indicated by you acquire physical possession of the last good.";

d) in case of a contract relating to delivery of a good consisting of multiple lots or pieces: "date on which you or a third party other than the carrier and indicated by you acquire physical possession of the last lot or piece.";

e) in case of a contract for regular delivery of goods during a specified period of time: "date on which you acquire, or a third party other than the carrier and indicated by you acquire physical possession of the first good.".

2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.

3. If you give the option to the consumer to electronically fill in and submit information about their withdrawal from the contract on your website, insert the following:

"Also you can fill in and submit electronically the sample withdrawal form or any other definitive statement on our website (insert Internet address). Should you choose to use this option, we will communicate to you an acknowledgement of receipt of such withdrawal on a durable carrier (e.g. by e-mail) without delay.".

4. In case of sales contracts where you have not offered to collect the goods in case of withdrawal insert the following:

"We may withhold reimbursement until we receive the goods back or you supply evidence of having sent the goods back, whichever comes first.".

5. If the consumer has received goods in connection with the contract:

a) insert:

– "We will collect the goods" or,

We expect you to 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), with no undue delay and in any case not later than within 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 expiration of the 14 days";

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 case of a contract for the provision of services or the supply of water, gas or electricity, where they are not offered for sale in a limited volume or set quantity, or of central heating, insert the following:

"If you have requested to begin the provision of services or the supply of water/gas/electricity/central heating (delete as applicable) during the withdrawal period, you shall pay us an amount which is pro rata to what has been provided until you have advised us about your withdrawal from this contract, in consideration of the total contractual value."