 COLLECTION OF LAWS

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**250**

**A C T**

of 9 May 2007

**on Consumer Protection and amendments to Act of the Slovak National Council No.**

**372/1990 Coll. on Offences, as amended**

The National Council of the Slovak Republic has adopted the following Act:

**Art. I**

**Introductory Provisions**

**§ 1**

**Subject and Scope of the Act**

1. This Act governs the rights of consumers and the obligations of producers, traders, importers and suppliers, the competency of public administration authorities with respect to consumer protection, and the position of legal persons founded or established for the purpose of consumer protection (hereinafter only the “association”) and price indications on products.
2. This Act applies to the sale of products and provision of services, where performance is being delivered in the territory of the Slovak Republic or where performance concerns business activities in the Slovak Republic.

**§ 2**

**Definition of Selected Terms**

For the purposes of this Act:

1. consumer means a natural person, who concludes and performs a consumer contract1) while not acting within the scope of his/her own business activities, 2) employment or occupation, 2a)
2. trader means a person who concludes and performs a consumer contract within the scope of his/her own business activities or occupation, or a person acting on his/her behalf or account,
3. producer
   1. means an entity that produces, extracts, restores, modifies or otherwise obtains a product, and has a registered office or place of business in the territory of a Member State of the European Union, a Member State of the European Economic Area or Turkey (hereinafter only the “Member State”) or an entity that identifies itself as the producer by placing its name, trademark or another identification symbol on the product, or an entity from the supplier chain, whose activities can affect the product's safety characteristics,
   2. an entity, which has a registered office or place of business in the territory of a Member State and is an authorised agent3) of a producer that does not have a registered office or place of business in the territory of a Member State;
   3. importer if the producer cannot be identified according to items 1 or 2,
4. importer means an entrepreneur, who imported the product into the Member State from a state that is not a Member State,
5. supplier means an entrepreneur who supplied the product to the trader directly or via other entrepreneurs and whose activities do not affect the product’s properties,
6. product means a new, used or modified movable item produced, extracted or otherwise obtained, regardless of its stage of processing, which is intended to be offered to the consumer or which can be assumed to be used by the consumer; whether it is supplied for consideration or not; a product is also a movable item comprising part of or serves as an accessory to another movable or immovable item, electricity, gas, water or heat intended for the consumer;
7. safe product means a product that, when used, installed or maintained under normal or reasonably foreseeable conditions, does not endanger the consumer during the time period stipulated by the producer or during standard service life or that presents minimal danger to the consumer when used, in terms of safety and protection of health, or the properties of which comply with the requirements of special legislation, 4)
8. dangerous product means a product not complying with the requirements identified in subparagraph g); a product may not be deemed dangerous solely on the grounds that a safer product has been marketed;
9. service means any activity or performance offered to the consumer, whether for consideration or not, including activities governed by special legislation,5), which are supervised by professional chambers or other state administration authorities as specified in §19; this does not affect the confidentiality obligation under special legislation5), including delegated powers of professional chambers,
10. safe service means a service that, when provided under normal or reasonably foreseeable conditions, does not pose any hazards, or its provisions present only minimal danger to the consumer in terms of safety and protection of health,
11. standard quality means a level of quality ensuring the preservation of all the product’s material characteristics, which are essential for its immediate use and which fulfil the consumer’s foreseen expectations,
12. complaint means the assertion of liability for product or service defects,
13. handling of a complaint means completion of the complaint procedure by returning a repaired product, replacing the product, reimbursing the product purchase price, payment of an appropriate discount from the product price, a written call for acceptance of performance or its justified rejection,
14. expert opinion means a written opinion of an expert6) or an opinion expressed by an authorised, notified or accredited person7), or an opinion of an entity authorised by the producer to carry out warranty repairs7a) (hereinafter only "appointed entity"),
15. dangerous imitation means a product which possesses a form, odour, colour, appearance, packaging, labelling, volume or dimensions, such that it is likely that consumers, especially children, will confuse it with foodstuffs which might be dangerous to their health,
16. commercial practice means any act, omission, behaviour or statements, commercial communication including advertising and marketing, by a trader, directly connected with the promotion, offer, sale and supply of a product to the consumer,
17. aggressive commercial practice means any action which, by harassment, coercion, including the use of physical force, or undue influence, significantly impairs or is capable of significantly impairing the average consumer’s freedom of choice or conduct with regard to the product and thereby causes or may cause that the consumer makes a transactional decision that the consumer would not have made otherwise,
18. material distortion of a consumer's economic behaviour means the use of a commercial practice to substantially impair the consumer’s ability to make a decision that the consumer would not have made otherwise if he/she had had sufficient information,
19. code of conduct means an agreement or set of rules which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors, unless such rules are imposed by law, other legal regulation or an administrative action of a public administration authority,
20. code owner means any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring of compliance by those who have undertaken to be bound by it,
21. due diligence means the level of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader’s field of activity,
22. invitation to purchase means commercial communication which contains a description of basic characteristics of the product and its price in a way appropriate to the nature of the commercial communication used, enabling the consumer to make a purchase,
23. undue influence means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision,
24. transactional decision means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, keep or further dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting,

za) selling price means the final price, including value added tax and all other taxes per unit of product or for a specified quantity of product,

zb) unit price means the final price, including value added tax and other taxes per kilogram, litre, meter, square meter, cubic meter or other unit of quantity that is commonly and often used in the sale of the product,

(zc) products sold in bulk means a product that is not packaged and is measured or weighed in the presence of the consumer,

(zd) product means a product or service, including properties, rights and obligations.

**§ 3**

**Consumer Rights**

* 1. Each consumer has the right to obtain products and services of standard quality, the right to submit a complaint, the right to damages, education, information, protection of own health, safety and economic interests, and the right to submit motions and complaints to supervisory, surveillance and inspection authorities8) (hereinafter only the “supervisory authority”) and to the municipality in the event of breach of the consumer’s statutory rights.
  2. The consumer’s right to information is ensured via a public authority’s obligation to publish final decisions in cases concerning the provisions of this Act, as well as of other separate regulations governing consumer rights. If a consumer exercises the right of access to a final decision by perusing the decision at the registered office of the public authority issuing the decision, the consumer is entitled to make extracts from and transcriptions of the decision. The consumer also has the right to request the public authority to make a copy of the decision. The actual costs of copying are borne by the consumer.
  3. Each consumer has the right to protection against unacceptable conditions in consumer contracts,1)
  4. Every consumer has the right to organise, along with other consumers, in consumer protection associations and, by means of these associations, to protect and assert the consumers’ eligible interests in accordance with the law and to assert liability rights against persons who impaired the consumers’ rights.
  5. In the event of a breach of the statutory rights and obligations aimed at consumer protection, a consumer may seek to protect his right against the breaching party before a court. Before a court, an association may seek that the breaching party refrain from unlawful conduct and that it remove the unlawful state of affairs, even if such conduct of the breaching party violates the interests of consumers, which are not just a simple sum of the interests of individual consumers damaged by the breach of consumer rights, but it is conduct of the breaching party aimed against all consumers (hereinafter only "collective consumer interests"). A consumer successfully asserting a breach of right or obligation stipulated in this Act and in special regulations has the right to adequate financial compensation from the party, whose breach of a right or obligation stipulated in this Act and in special regulations is capable of inflicting damage to the consumer.
  6. Every consumer has the right to turn to an alternative dispute resolution entity in order to protect his/her consumer rights.9) During the alternative dispute resolution, the consumer cooperates with the alternative dispute resolution entity to resolve the dispute quickly. In the case of a cross-border dispute, the consumer has the right to turn to the European Consumer Centre, which will give him/her a mailing address, an e-mail address or telephone contact for an alternative dispute resolution entity that is competent to resolve his/her dispute.

**Trader’s obligations**

**Section 4**

1. The trader is obliged
2. to sell products of the correct weight, measure or quantity and to allow the consumer to verify the correctness of these data,
3. to sell products and provide services of standard quality; where quality is not prescribed, the trader may sell products of substandard quality only after having notified the consumer of all the differences,
4. to sell products and provide services at agreed prices,10)
5. to correctly charge prices when selling products or providing services,
6. to ensure compliance with the hygienic conditions when selling products and providing services,
7. when selling products and providing services, to comply with the product storage conditions stipulated by the producer or a specific regulation11) in order to prevent the deterioration of products,
8. to present the product to the consumer, where applicable in view of the nature of the product,
9. to ensure the sale of products and provision of services in a manner allowing for their proper and safe use,
10. to provide the necessary assistance to the European Consumer Centre in resolving a dispute between the consumer and the trader,
11. to include in any business communication, including the advertising and marketing of goods and services, which requires the consumer to contact the trader by telephone at the higher tariff or by text message to obtain goods or a service, a true and complete indication of the unit price of the call, the unit price of a text message (SMS) or the maximum possible price of a call or a text message (SMS) that the consumer is required to pay for such a call or a text message (SMS); if there is a dispute over the cost and performance of calls or text messages (SMS) to be paid by the consumer, the trader bears the burden of proving the claim for performance and its amount.
12. The trader may not
13. impose obligations upon the consumer without legal grounds,
14. deny the consumer’s rights pursuant to Section 3,
15. use unfair commercial practices and unacceptable conditions in consumer contracts.1)
16. The trader is obliged to comply with the principle of equal treatment in the provision of products and services laid down by specific regulation in relation to the consumer.11a) The trader may not refuse to sell a product to the consumer, if the product is displayed or otherwise prepared for sale, nor may the trader refuse to provide a service, if it is possible in terms of operational capacity. The sale of a product or the provision of a service (hereinafter only "conditional sale") may not be conditional upon the sale of another product or the provision of another service. This does not apply, if the consumer does not comply with the conditions of purchase pursuant to specific regulations.12) A conditional sale is not the situation where
17. the trader sells such products or provides such services also separately,
18. Conditional sales are conditional upon the technical impossibility of individual sales of products or provision of services.
19. The trader shall demonstrate facts under Section 3 (a) and (b) at the request of the supervisory authority.
20. If the proper use of the product or service requires the use of another product or service, and these products or services have been acquired jointly by the consumer from the same trader and the consumer is entitled to withdraw from the purchase agreement for one of those products or services under the Civil Code or this Act, he/she shall also be entitled to withdraw from the purchase agreement for the other product or service, the proper use of which is thereby rendered impossible.
21. If the contract between the trader and the consumer is concluded in writing and contains provisions with which the consumer had the opportunity to become familiar before signing the agreement but did not have the chance to influence their content, the trader is obliged to formulate the contractual terms in a clear manner. In case of doubt, the interpretation is more favourable to the consumer, unless the compliance of these terms with the law is subject to control by the supervisory authority.
22. During the entire reservation period, the trader is obliged to mark the reserved products, stating the time until which they are reserved; the same applies to products that were already paid for and are located in the establishment until the consumer collects them or until they are delivered to the consumer.
23. The trader may not act in conflict with good morals; provisions of Sections 7 to 9 are hereby not affected. For the purposes of this Act, acting in conflict with good morals constitutes, in particular, conduct in conflict with conventional traditions, showing clear signs of discrimination or deviation from the rules of decency accepted with respect to the sale of products and provision of services, or conduct that may cause harm to consumers if not undertaken in line with good faith, honesty, usual conduct and practice, whereby in particular making use of mistake, deceit, threat, significant inequity between the parties and breach of contractual freedom.
24. The obligation pursuant to paragraph 1(b) and the ban pursuant to paragraph 2(b) apply accordingly also to the producer, importer and supplier.
25. If the trader violates the obligation imposed by a court or by a specific regulation12a) to refrain from using an unacceptable contractual term, 12b) such conduct shall be considered as a particularly material violation of the trader's obligation.12c)
26. The trader may not demand or accept payment from the consumer for a product delivered, service provided or electronic content provided, 12ca) which the consumer did not order. The consumer's inactivity after accepting an unsolicited supply under the first sentence shall not give rise to any costs or other obligations for the consumer.

**Section 4a**

1. The trader may not charge the consumer any fees
2. for using a means of payment12cb) or
3. for using another payment method as a means of payment in an amount exceeding actual costs incurred by the trader in connection with the use of this payment method.
4. The provision of paragraph 1 shall not apply in the case of a fee charged by the payment service provider12cc) for the payment service provided.
5. The trader's telephone number, where the consumer may contact the trader regarding a concluded contract, may not be a high-tariff service number.
6. The consumer is required to make payments other than to cover the price for the main object of performance, costs and fees according to Section 10a (1)(d) only if the consumer expressly agreed to this payment before the contract is concluded or before the purchase order is sent. The burden of proof of granting express consent under the first sentence shall be borne by the trader.
7. For the purpose of obtaining consent under paragraph 4, the trader may not offer default options to the consumer in the draft contract or in any prior pre-contractual transaction, in which consumer action aimed at refusing them is required to avoid an additional payment. If the consumer's consent was obtained contrary to the first sentence, the consumer is not obliged to make this additional payment.
8. When offering the method of shipping or delivery of the goods ordered, the trader may not provide the consumer with any information, properties or terms of postal, shipping or forwarding services that are inconsistent with the information provided in publicly available postal, business or other terms of the provision of such services or which are not expressly specified in a written agreement between the postal service operator, carrier or consignor carrying out the carriage or delivery of the goods and the trader.

**Section 5a**

**Securing consumer's obligations**

1. It is not permissible to secure the fulfilment of a claim or an obligation arising from a consumer contract
2. by an agreement on deductions from wages and other income for the benefit of the trader or another person,12cd) unless such an agreement was concluded in the form of a separate document, the consumer was informed about the consequences of its conclusion and had the opportunity to reject it, or
3. in the form of a bill of exchange or cheque.12ce)
4. The trader may not choose or otherwise designate a person for the consumer, who will act for or on behalf of the consumer in connection with the conclusion of the consumer contract, the performance of the consumer contract or securing of the obligation arising from the consumer contract. The provisions of the consumer contract, by which the consumer empowers a third party to perform legal acts relating to the performance of a consumer contract or the conclusion of another consumer contract shall be null and void.
5. The provisions of a consumer contract, which oblige the consumer in his/her own name or through a third party to acknowledge his/her debt in the event of non-performance of obligations arising from the consumer contract, shall be null and void.
6. A legal act, by which the consumer empowers a third party to conclude an agreement to secure the fulfilment of the consumer's obligation arising from the consumer contract on behalf of the consumer, shall be null and void.
7. The trader is liable for damage caused to the consumer by violation of paragraph 1.

**Section 5b**

The authority responsible for deciding on claims arising from a consumer contract also takes into account, even without being prompted, the impossibility of exercising the right to weaken the trader's claim against the consumer, including its limitation or any other legal impediment or legal grounds that prevent the application or awarding of the trader's performance toward the consumer, even if it would be otherwise necessary for the consumer to claim such facts.

**Section 6**

**Placement of products on the market and provision of services**

1. Only safe products may be placed12d), offered or sold on the market; this does not apply to used products supplied as antiques or products which are to be repaired or restored prior to use, provided that the supplier demonstrably communicated this fact to the person to whom the product is being supplied.
2. It is forbidden to market, produce, import and sell dangerous copies.
3. Products with a specified expiration date in view of their properties may not be placed on the market after the expiration. The trader is obliged to withdraw such products from the market no later than on the expiration date.
4. The trader is relieved of liability for the breach of obligations pursuant to paragraph 1 if it demonstrates that, at the time of sale or offer, it could not have known of the dangerous nature of the product.
5. If the trader becomes aware of any facts indicating that it sold to the consumer a product that is not safe, it is obliged to inform the consumer of this fact without undue delay. If it is not possible to inform the individual consumers, the trader is obliged to employ an effective method to notify the public and public administration authorities conducting supervision (hereinafter only "supervision") of compliance with the provisions of this Act.
6. The obligations stipulated in paragraphs 1, 2, 3 and 5 apply equally to the producer, trader, importer and supplier.
7. The consumer has the right to return a product that is not safe to the producer, trader, importer or supplier. If the consumer exercises the above right, the producer, trader, importer or supplier is obliged to take the product back and, no later than within three business days of accepting the product, to reimburse the product purchase price along with reasonably incurred costs, which the consumer is obliged to demonstrate. The producer or importer is obliged to take back an unsafe product back also in the event that the consumer does not have a product purchase receipt.
8. The provisions of paragraphs 1 through 6 apply accordingly also to the provision of services.
9. If a producer, trader, importer or supplier learns that a product, which it placed on the market, is dangerous, it must immediately inform the supervision authority thereof and present information concerning the measures undertaken or measures that need to be undertaken to prevent consumer endangerment. The supervisory authority is obliged to send the information about a dangerous product for publication without undue delay to public information institutions13) which are required to immediately publish such information as an announcement.
10. The details concerning the requirements for product or service safety and the details of placing products and services on the market will be laid down in a generally binding regulation to be issued by the Ministry of Economy of the Slovak Republic (hereinafter only the “Ministry”).

**Section 7**

**Unfair commercial practice**

1. Unfair commercial practices shall be prohibited before, during and after a transaction.
2. A commercial practice is considered unfair, if
3. it is contrary to the requirements of due diligence,
4. it materially distorts or may materially distort the economic behaviour with regard to the product of an average consumer, whom it reaches or to whom it is addressed, or of the average member of a group when the commercial practice is directed to a particular group of consumers.
5. Commercial practices which may materially distort the economic behaviour of a group of consumers who are particularly vulnerable because of their mental or physical disorders, age or credulity in a way which the trader could reasonably foresee shall be assessed from the perspective of the average member of that group. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.
6. In particular, commercial practice is deemed unfair if it is a misleading action and misleading omission as set out in Section 8 and an aggressive commercial practice as set out in Section 9. The list of commercial practices which are considered under all circumstances unfair is included in Annex 1.
7. The application of unfair commercial practices is also prohibited in connection with the fulfilment of the consumer's obligation, including collecting a claim resulting from a consumer contract.

**Section 8**

**Misleading action and misleading omission**

1. A commercial practice shall be regarded as misleading if it causes or is likely to cause the consumer to make a transactional decision that he/she would not have made otherwise because it contains incorrect information and is therefore untruthful or in any way deceives or is likely to deceive the average consumer, even if the information is factually correct in relation to
2. the existence of the product or nature of the product,
3. the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale customer assistance and complaint handling, method and date of manufacture or provision, method of delivery, intended purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product,
4. the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product,
5. the price or the manner in which the price is calculated, or the existence of a specific price advantage,
6. the need for servicing, spare part, replacement or repair,
7. the person, attributes and rights of the trader or its agent, such as its identity and assets, qualifications, status, approval, affiliation in organisations or connection and ownership of industrial, commercial or intellectual property rights or its awards and distinctions, or
8. the consumer's rights, including the right to replacement of a delivered product or reimbursement under specific regulation14), or the risks the consumer may face.
9. A commercial practice shall also be regarded as misleading if it causes or is likely to cause the average consumer to make a transactional decision that he/she would not have made otherwise, and it includes
10. the marketing of a product, including comparative advertising, which creates risk of confusion with any products, trademarks, trade names or other distinguishing marks of a competitor,
11. non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound.
12. A commercial practice shall be regarded as misleading if, with regard to its nature, circumstances and restrictions of the means of communication, it omits material information that the average consumer needs, according to the context, to make a transactional decision and thereby causes or is likely to cause the average consumer to make a transactional decision that he/she would not have made otherwise.
13. It shall also be regarded as a misleading omission when the trader hides or provides in an unclear, incomprehensible, ambiguous or untimely manner material information as referred to in paragraph 3 or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, as a result of misleading omission, the average consumer makes a transactional decision that he/she would not have made otherwise.
14. Where the means used to communicate the commercial practice imposes limitations of space or time in deciding whether information has been omitted, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account.
15. In the case of an invitation to purchase, the following information shall be regarded as material, if not already apparent from the context:
16. the main characteristics of the product, to an extent appropriate to the medium and the product,
17. the trader’s data, business name and address or its agent’s data,
18. the price, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be part of the price,
19. the arrangements for the method of payment, terms of delivery, performance and complaint handling, if they differ from the requirements of due diligence,
20. for products and transactions involving a right of withdrawal or cancellation of the contract, the existence of such a right.
21. Material information requirements with respect to commercial communication, including advertising or marketing, are laid down in specific regulations.15)

**Section 9**

**Aggressive commercial practice**

In determining whether an aggressive commercial practice uses harassment, coercion, including the use of physical force or undue influence, account shall be taken of:

1. the timing, location, nature or duration,
2. the use of threatening or abusive language or behaviour,
3. the exploitation by the trader of any personal misfortune or circumstance of such gravity as to impair the consumer's judgement, of which the trader is aware, to influence the consumer's decision with regard to the product,
4. onerous or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another trader,
5. threat to take any action that cannot legally be taken.

**Section 9a**

* 1. Obligations under Section 4 par. 2 to 8, Sections 4a to 5a and Sections 7 to 9 shall also apply to a person who, on behalf of a creditor or on its own behalf, collects claims arising from a consumer contract.
  2. The consumer may not be required to pay the cost of recovering a claim in excess of the actual costs incurred by the person who, on behalf of a creditor or on its own behalf, collects claims arising from a consumer contract.
  3. Neither the trader nor the person who collects claims arising from a consumer contract, on the creditor's behalf or on its own behalf, may personally visit the consumer in his/her household or workplace in connection with the enforcement or recovery of such claims. For this purpose, it is also prohibited to contact or harass the consumer in any way during holidays, non-working days or working days after 6 p.m.

**Section 9b**

The provisions of Section 9a does not apply to the activities of a lawyer, court appointed executor and a notary in the exercise of their professions.

**Section 10**

**Code of conduct**

The use of unfair commercial practices may also be inspected by code owners or persons and associations through the code owner. Such activity may be performed irrespective of court proceedings or administrative proceedings.

**Information obligations**

**Section 10a**

1. The trader is obliged, before the conclusion of the contract or while concluding the contract based on the consumer's purchase order before the consumer sends the order, unless such information is apparent in view of the nature of the product or service, to inform the consumer in a clear and comprehensible manner of
2. the main properties of the product or the nature of the service within the appropriate scope of product or service,
3. trade name and registered office or place of business of the trader,
4. the trader's phone number and other data that are relevant to the consumer's contact with the trader, in particular e-mail address and fax number, if any,
5. the selling price of a product or service or, if the price cannot be reasonably determined in advance due to the nature of the product or service can, the manner in which it is calculated, as well as the shipping, delivery, postage charges and other costs and charges or, if such costs and charges cannot be determined in advance, the fact that such costs and charges may be included in the total price,
6. payment terms, delivery terms, the time, within which the seller agrees to deliver the product or provide the service, information on the procedures for making and handling returns, complaints and suggestions from consumers,
7. instructions on the trader's liability for defects in the product or service under general regulations, 15a)
8. information on the existence and details of the warranty provided by the manufacturer or seller under more stringent principles, as provided for in the general regulation,15b) where the producer or the trader provides it, as well as information on the existence and conditions of assistance and services provided to the consumer after the sale of the product or the provision of the service, if such assistance is provided,
9. information on the term of the contract in the case of a fixed-term contract; in the case of a contract concluded for an indefinite period of time or in the case of a contract, which is automatically renewed, also information on the terms of the withdrawal from the contract,
10. information on functionality, including applicable technical safeguards to keep the electronic content safe, where appropriate,
11. information on the compatibility of electronic content with hardware and software that is known to the trader or is reasonably expected to be known to him or her, as appropriate,
12. information on the possibility of appealing to an alternative dispute resolution entity in cases provided for by a specific regulation.9)
13. Obligations under paragraph 1 also apply to a contract to provide electronic content not supplied on a physical medium.
14. The provisions of paragraph 1 shall not apply if the trader has the obligation to provide information to the consumer before the conclusion of the contract under a specific regulation15c).

**Section 11**

1. Upon effecting the sale, the trader is obliged to inform the consumer about the properties of the product being sold or the nature of the service being provided, on the method of use and maintenance of the product, on the hazards associated with its incorrect use, installation or maintenance, on preservation and storage conditions and on the risk associated with the provided service. If necessary in view of the nature of the product and in view of the method and time of its use, the trader is obliged to ensure that the information also be comprehensibly provided in an attached written manual.
2. If the producer or importer does not enter into a direct relationship with the trader, they are obliged to provide truthful and complete information about the product’s properties to the supplier. The supplier is obliged to provide truthful and complete information about the product’s properties to the trader. The information to be provided by the producer, importer or supplier include
3. full description of the risk associated with the product, including the risk of a product used in the provision of a service,
4. all information necessary for the use of the product,
5. measures that need to be adopted in order to prevent risk to the consumer when using the product.
6. The trader may not relieve itself of the obligations referred to in paragraph 1 by stating that the producer, importer or supplier failed to provide it with the necessary or correct information; this does not apply to instances when such facts are commonly known.

**Section 12**

1. The producer or importer is obliged to label the product with data that provide the trader with truthful and complete information about the supplied product’s properties; when the producer doesn’t perform his duty, the product will be labeled by the importer and when neither the importer labels the product, it will be labeled by the supplier.
2. The trader is obliged to ensure that the product sold by it is clearly labelled, indicating the producer, importer or trader, measure or quantity, method of product use and maintenance and the hazard associated with incorrect use or maintenance of the product, the product preservation and storage conditions, as well as the risk associated with the provided service, or information pursuant to specific regulations.16) Upon request by the supervisory authority or by the consumer, the trader is obliged to notify or document the product’s details, if the product cannot be labelled.
3. The importer and supplier may not remove, cover or modify the product label or any other data indicated by the producer; the trader may not remove, cover or modify the product label or any other data indicated by the producer, importer or supplier.
4. In the event of selling a used or modified product, a defective product or a product, whose utility is otherwise limited, the trader must notify the consumer of this fact in advance. The trader is obliged to sell such a product separately from other products.
5. In the case of the sale of a used product, paragraph 1 applies accordingly.
6. Details concerning the indication of material composition of the individual product types, the methods of product material composition testing and the method of packaging and handling of products designed for the consumer will be stipulated by a generally binding regulation.
7. The obligation stipulated in paragraph 2 also applies accordingly to the producer, importer and supplier.

**Section 13**

If the information in Sections 10a to 12 is provided in writing, it must be provided in the official state language.17) This is without prejudice to the possibility of parallel usage of other forms of indication, in particular graphical symbols and pictograms, as well as other languages. Physical and technical parameters must be expressed in statutory measurement units.18)

**Section 14**

The trader is obliged to inform the consumer about the final price10) of the product being sold or service being provided, and to clearly indicate the price of the product or service or to make the price information available in a different suitable manner. If the purchase of a product or the provision of a service is conditional upon the purchase of another product or the provision of another service, the trader is obliged to inform the consumer about the price of such other product or the price of such other service together with the price of the product being sold or the service being provided.

**Section 14a Product price indications**

1. The trader is obliged to indicate the selling price and unit price of the product. The unit price does not need to be indicated if it is equal to the selling price.
2. The indication under paragraph 1 does not apply to
3. product provided as part of the service,
4. sales in auctions and sale of artwork and antiques.
5. Unit price indication does not apply to
6. products with a nominal mass or nominal volume not exceeding 50 g or 50 ml,
7. different types of products if they are sold in one package at one price,
8. a product, which cannot be divided into parts without any change in quality or properties and the length, weight, volume or area of which is not subject to the obligation of labelling, or on which its length, weight, volume and area are usually not indicated,
9. sales of concentrated and dietetic foods, from which instant meals or partially instant meals are prepared by the addition of liquid.
10. The selling price and unit price must be easily distinguishable and easily legible.
11. Where, in the case of packaged products, the provisions of specific regulations18a) require the indication of the net weight and net weight after drying, it is sufficient to indicate the unit price for net weight after drying.
12. For products sold with a consumer bonus, the trader specifies the unit price calculated without the consumer bonus.
13. A product sold based on the quantity requested is indicated with unit price only.
14. If an advertisement18b) indicates the selling price of the product, the unit price must also be stated.

**Section 15**

1. The following information must indicated on a suitable and permanently visible place in the establishment19)
2. the business name and registered office of the trader or place of business of a natural person,
3. first name and surname of the person responsible for the operation of the establishment,
4. hours of operation for consumers,
5. in the case of an accommodation facility, the category and type of accommodation facility19a).
6. The obligation to indicate the information necessary for the submission of a complaint also pertains to the sale of products and provision of services outside the establishment.
7. The trader and its staff in the establishment coming into contact with the consumer must wear an identification or clothing distinguishing them from the consumers; this obligation does not apply to sale at market places.20)
8. In the event of temporary closure of the establishment, the trader is obliged to indicate the commencement and end of establishment closure at the place where hours of operation are indicated, no later than 24 hours prior to the temporary closure of the establishment, provided that the establishment will be closed for a period of more than one day. In the event of the closing of an establishment, the trader must inform no later than seven days prior to the closing of the establishment by placing a notice in an establishment at the location where the hours of operation are stated, specifying where and who is obliged to settle obligations to consumers, in particular where the consumer can make a complaint, and the closing date. At the same time, the trader will inform in writing the municipality in whose territory the establishment is located, if the municipality makes available an electronic public administration service for this purpose,20a) the trader may inform the municipality through such electronic service. The municipality is obliged to provide this information to the consumer on request.

**Section 16**

1. The trader is obliged to provide the consumer with a receipt confirming the purchase of a product or the provision of a service; the receipt must indicate
2. the business name, identification number and registered office of the trader or the place of business of a natural person,
3. the address of the establishment,
4. the date of sale,
5. product title and quantity or type of service,
6. the unit price per product or service and the total price paid by the consumer.
7. In the case of product sale with subsequent delivery, the receipt must indicate the delivery destination, date and time.
8. In the case of selling a used product or modified product, a defective product or a product whose utility is otherwise limited, these facts must clearly be stated on the receipt.
9. The obligation pursuant to paragraph 1 does not apply to a trader selling plant and animal products to the consumer, which originate from the trader's own minor agricultural activities, or wood forest products, unless stipulated otherwise in a separate regulation.21)

**Section 17**

The trader is obliged to sell the product in hygienically suitable packaging or to place it in such packaging upon sale if necessary in view of the nature of the product. In the event of self-service sale, the trader is obliged to provide the consumer with packaging material. The costs of packaging material and product packaging are borne by the trader.

**Section 18**

1. The trader is obliged to duly inform the consumer about the conditions for, and method of, filing a complaint, including the information on where a complaint can be submitted and on the performance of warranty repairs. The rules of complaint procedure must be displayed on a visible place accessible to the consumer.
2. The consumer may submit a complaint in any establishment of the trader where the complaint can be accepted with regard to the products sold or services provided, or with a designated person. The designated person may handle the complaint only by providing a repaired product, otherwise he/she forwards the complaint to the trader for handling.
3. During the hours of operation, an employee authorised to handle complaints must be present in the establishment and at the designated person's site under paragraph 2. In the event of group tours, the trader must arrange constant presence of an authorised person designated to handle complaints during the entire tour, at the tour destination.
4. If a consumer submits a complaint, the trader, or an employee designated by the trader or the designated person shall instruct the consumer about his/her rights under general regulations;22) based on the consumer's decision regarding which of the rights the consumer is exercising, they will determine the method of handling the complaint under Section 2 (m) immediately, in complicated cases within 3 working days of the complaint, in justified cases, especially when complex technical evaluation of the condition of the product or service is required, within 30 days of the date of the complaint. Once the method of handling the complaint is determined, the complaint is handled immediately, and in justified cases, the complaint may be handled later, however, the handling of the complaint must not take longer than 30 days of the date of the complaint. Upon the expiration of the period to handle the complaint, the consumer is entitled to withdraw from the contract or to replacement of the product with a new product.
5. At the request of the supervisory authority, the trader shall present a copy of the complaint receipt confirmation, the reasons, why the method of handling the complaint cannot be decided immediately and why the complaint cannot be handled immediately after determining the method of handling the complaint, the sending or results of an expert opinion and a copy of complaint report.
6. If a consumer submitted a complaint during the first 12 months of the purchase, the trader may handle the complaint by rejection only on the basis of an expert opinion; regardless of the result of the expert opinion, the trader may not require the consumer to pay the cost of the expert opinion or any other costs related to the expert opinion. The trader is obliged to provide the consumer with a copy of the expert opinion justifying the rejection of the complaint within 14 days of the date of handling the complaint. This is without prejudice to trader's obligation under paragraph 9.
7. If the consumer submitted the complaint later than 12 months after the purchase and the trader rejected it, the person, who handled the complaint, must specify in the complaint report, to whom the consumer may send the product for expert evaluation. If the product is sent for expert evaluation to a designated person, the cost of the expert opinion as well as all other related and reasonably incurred costs shall be borne by the trader regardless of the result of the expert evaluation. If the consumer demonstrates the trader's liability for a defect by way of an expert opinion, the consumer may re-submit the complaint; the warranty period shall be suspended during the expert evaluation. The trader is required to pay to the consumer within 14 days of the date of re-submission of the complaint all the reasonably incurred costs of expert evaluation as well as all other related and reasonably incurred costs. A re-submitted complaint cannot be rejected.
8. The trader is obliged to issue a confirmation to the consumer when the complaint is submitted. If the complaint is submitted by means of distance communication, 22a) the trader is obliged to deliver the complaint submission confirmation to the consumer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest together with the complaint report; the complaint submission confirmation does not have to be delivered if the consumer is able to prove the submission of the complaint in another way.
9. The trader is obliged to issue a written document confirming the complaint handling no later than within 30 days of the date of complaint submission.
10. The trader is obliged to maintain complaint records and to submit them to the supervisory authority for perusal upon request. The complaint records must include the date of complaint submission, date and method of complaint handling and the number of the complaint submission document.
11. The obligations identified in paragraphs 4 to 9 also apply to the designated person. In justified cases, a complaint accepted by the designated person or a person empowered by the trader to accept complaints may be handled by the trader. The deadlines for handling complaints are not affected.
12. The provisions in paragraphs 4 to 10 shall apply to the handling of complaints, unless otherwise specified in specific regulation 22b).
13. The handling of a complaint is without prejudice to the consumer's right to damages under specific regulation.22c)

**Section 18a**

**Requirements for expert opinions**

1. Expert opinions must include
2. identification of the person conducting the expert opinion,
3. accurate identification of the assessed product,
4. description of the condition of the product,
5. result of the evaluation,
6. date of the expert evaluation.
7. Expert opinions, which do not meet the requirements under paragraph 1, shall be disregarded.

**Public administration authorities**

**Section 19**

1. The public administration authorities for consumer protection matters include:
2. the Ministry,
3. supervisory authorities8) and other authorities under specific regulations,22d)
4. municipalities.
5. With respect to consumer protection matters, the Ministry
6. governs state administration,
7. prepares and submits a draft state consumer policy concept to the Government of the Slovak Republic,
8. is the notification authority within the system of rapid exchange of information with the European Union authorities in the cases of serious and imminent risk to the safety and protection of consumers’ health arising from non-food products,
9. informs the competent authorities of Member States about complaints concerning the breach of European Union’s legally binding acts governing consumer protection,23)
10. informs consumers about their rights and obligations,
11. performs the tasks of a single liaison office pursuant to a specific regulation,24)
12. informs the European Commission about
    1. the authorities responsible for the implementation of legally binding acts of the European Union and for internal market supervision,
    2. associations authorised to file actions in the area of consumer rights protection,
    3. the adoption of generally binding regulations and measures in the area of consumer protection; where a measure pertains to a dangerous imitation, the information contains the description of the respective product and the decision justification.
13. controls and oversees the Slovak Commercial Inspection.
14. The competent cross-border cooperation authorities in the area of consumer protection proceed according to a specific regulation24a) and act on their own or other initiative, while being authorised to prohibit the detected unlawful conduct,24b) committed by a person, who is subject to their supervision pursuant to a specific regulation,24c in the territory of a European Union Member State, and which harm or may harm the common interest of consumers, 24d) and issue binding guidelines for the remedy of identified shortcomings.
15. At the request of the Ministry, the competent authorities shall send to the Ministry, every other year, summary information for the past two years concerning the activities of the competent authorities under a specific regulation;24a) the content of the information shall be specified by the Ministry in the request.
16. The competent authorities shall also send to the Ministry, on a continuous basis, information about any changes in their competence in the exercise of a specific regulation24a) and changes of the authorised employees24e) and their contact details.

**Section 20**

**Supervisory authorities**

1. The compliance with the obligations stipulated in this  
   Act is supervised by the supervisory authorities. Where the competency of the supervisory authority cannot be determined, the Slovak Commercial Inspection is authorised to conduct supervision and inspection.
2. In the control of introduction of a product or service to the market from a non-member state, the supervisory authority proceeds pursuant to a specific regulation.25)
3. The supervisory authority is obliged to conduct inspection of product or service safety, and for this purpose it is authorised
4. to request the necessary information from the producer, trader, importer or supplier,
5. to take a product or sample from a series of products and examine the safety thereof,
6. to assess whether a product or service introduced to the market contains notifications of the potential risks associated with the use of the product or the provision of the service,
7. to provide timely and appropriate notification to the persons who may be exposed to the risk induced by a product or by a provided service,
8. to temporarily ban the introduction of a product, a series of products or a service to the market, their presentation, offer or sale, if it is reasonable to suspect that the product or service is not safe, for a time period necessary to perform tests or to examine the suspicion,
9. to ban the introduction of a product, a series of products or a service to the market, their presentation, offer or sale, if it has been proven that they are not safe, and to put in place accompanying measures ensuring that the ban is complied with,
10. to order or organise immediate withdrawal of a product, a series of products or a service from the market25a) or from the consumers25b), if it has been proven that it is not safe and had been introduced to the market; where necessary, also to order the destruction thereof,
11. to issue binding instructions aimed at the removal of the discovered deficiencies, and to adopt the necessary measures and determine the time period for the submission of a report on their completion,
12. to issue, at the request of the customs authority, a binding opinion25c) on whether the imported product
    1. in case of its correct installation, maintenance and use, poses a serious and immediate risk to the health and safety in general, health and safety at work, customer protection, the environment and the public,
    2. has attached accompanying documentation in accordance with a specific regulation harmonising the conditions for the placing of products on the market25d) and is labelled in accordance with such special regulation; or
    3. has the correctly placed CE label.25e)
13. The supervisory authority may apply the procedure pursuant to paragraph 3 with respect to a producer, trader, importer or supplier and persons obtaining the product or service as part of an item, and with respect to any other person, if necessary to ensure the cooperation in measures designed to prevent a threat originating from the product.
14. The supervisory authority may ban the provision of a service, introduction of a product to the market or the sale thereof, it may order immediate withdrawal of the product or service from the market or from the customers, also if it is proven that despite a determined or demonstrated conformity4) of the product or service with their respective safety requirements, the product or service is not safe.
15. The supervisory authority will support voluntary activities of the producers, traders, importers and suppliers associated with the fulfilment of their obligations in the area of product and service safety, and, where appropriate, will draw up the principles of good practice.
16. Written objections may be filed against the supervisory authority’s decision issued pursuant to paragraph 3(f) to (g) and paragraphs (4) and (5) within five working days of the decision issuance. Objections do not have a suspensive effect.
17. In the event that the supervisory authority does not uphold the objections in full scope, it is obliged to refer the case file to the respective appellate authority within five working days.
18. The respective appellate authority is obliged to decide upon the objections within 30 days of the date of case file delivery.
19. The supervisory authority is obliged to publish final decisions issued pursuant to this Act, including final court decisions concerning the judicial review of the supervisory authority’s decisions. The supervisory authority must ensure that the entrepreneurs’ right to trade secret protection be observed when publishing. The publishing obligation is fulfilled once the decisions are published on the day following their finality date for a period of six months at the supervisory authority’s official website, and once the final decisions are made available at departments designated by the competent supervisory authority.
20. In the decisions published pursuant to paragraph 10, the supervisory authority shall, apart from the description of the facts of the case, indicate
21. the name and surname of a natural person, his/her place of business and identification number or
22. company name or title of a legal person, its registered office and identification number.
23. A consumer or an association representing the consumer has the right to peruse the case file at the office of the supervisory authority issuing the decision, and the right to make extracts from and transcriptions of the case file. The consumer or association has the right to request the supervisory authority to make copies of the case file documents. The costs of copying are borne by the consumer or association.
24. The supervisory authority handles consumer complaints that are investigated as offence if the consumer was harmed by a deceit concerning the quality, quantity or weight of goods, the type, quality and quantity of performance provided, or if the consumer is harmed by introduction of products, works or services to the market, if material defects thereof are concealed.
25. In the area of product safety, the supervisory authority
26. establishes and regularly updates sectoral supervisory programmes based on product or risk categories; it regularly informs the Ministry about its supervisory activities, findings and results of supervision,
27. monitors and updates scientific and technical knowledge on product safety,
28. in cooperation with the Ministry, regularly evaluates the functioning of control activities and their effectiveness.
29. Paragraphs 7 to 14 shall not apply to the National Bank of Slovakia, which proceeds pursuant to a specific regulation.25ea)

**Section 20a**

1. The supervisory authority shall, by decision, order the trader or a person pursuant to Article 9a to remedy the deficiencies identified and to refrain from unlawful conduct.
2. The supervisory authority may, by decision, prohibit the trader from selling products or providing services to consumers for a maximum of three years if the trader repeatedly commits the same conduct during 12 months after the effective date of the previous decision to impose a fine for conduct that violated the collective interests of consumers.

**Section 21**

**Interim measure**

1. Where the trader or a person under Section violates the collective interests of consumers, an association may file a motion for an interim measure to the supervisory authority. This motion must contain a description of the conduct which the association believes to be detrimental to the collective interests of consumers, a description of the decisive facts justifying the issue of the interim measure and a statement of the reasons for the urgency of the motion and the need for immediate termination on the conduct detrimental to the collective interests of consumers. A motion for an interim measure may be filed only if the trader or person pursuant to Article 9a fails to abandon the conduct detrimental to the collective interests of consumers within two weeks of receipt of the written request of the association to abandon such conduct containing the same information as the motion for an interim measure under the preceding sentence.
2. If the supervisory authority becomes aware of a breach of consumer rights that damages the collective interests of consumers, it may issue an interim measure ordering the trader or a person under Section 9a to abandon such a breach of consumer rights, and initiate administrative proceedings in the matter of a breach of this Act or a specific regulation.25f) The interim measure shall be notified by the supervisory authority in writing to the person, against whom it is directed, indicating the facts, on the basis of which the interim measure was issued.
3. Written objections may be filed against the interim measure within three days. Objections do not have a suspensive effect. The authority superior to the supervisory authority issuing the interim measure will deliver a decision regarding the objections within five days of receipt by rejecting the objections and upholding the interim measure or by revoking the interim measure. No remedy may be filed against the superior authority’s decision.
4. The interim measure will terminate
5. Upon expiration of the period, for which it was issued,
6. Upon the entry into force of the decision of the supervisory authority in the administrative proceedings on the matter of a breach of this Act or a specific regulation,25f) initiated in connection with the issue of the interim measure pursuant to paragraph 2,
7. Abolition of the interim measure.
8. The supervisory authority shall immediately revoke the interim measure if the reasons for its issue are no longer met.
9. Paragraphs 2 to 5 shall not apply to the National Bank of Slovakia, which proceeds pursuant to a specific regulation.25ea)

**Section 22**

**Municipality**

1. The municipality
2. approves market rules,
3. oversees compliance with the obligations laid down in this Act at markets and market places,
4. investigates offences arising from a breach of this Act during the sale of products at markets and market places.
5. Provisions of Section 20 apply to activities performed by the municipality in respect of consumer protection at markets and market places accordingly.

**Section 23**

**Offences**

1. Anyone, who harms consumer rights by having acted in breach of this Act or specific consumer protection regulations26), is deemed to have committed an offence.
2. A fine up to the amount of SKK 10,000 may be imposed for an offence referred to in paragraph 1
3. A general regulation on offences shall apply to offences under this Act and related proceedings.27)
4. Revenues from the fines imposed by a municipality for offences constitute revenues of the municipal budget.
5. Paragraphs 1 and 4 shall not apply to the National Bank of Slovakia, which proceeds pursuant to a specific regulation.25ea)

**Section 24**

**Sanctions**

1. Where the obligations laid down in this Act or in legally binding European Union consumer protection acts28) are breached, the supervisory authority shall fine the producer, trader, importer or supplier or the person referred to in Section 9a or Section 26 up to EUR 66,400; where the breach recurs within 12 months the authority shall impose a fine up to EUR 166,000.
2. The supervisory authority shall impose a fine up to EUR 332,000 upon the producer, trader, importer, supplier or the person referred to in Section 26 who had produced, sold, imported or supplied a product whose defect caused damage to life or health. The same fine shall be imposed upon anyone who caused such damage by defective delivery of a service. The fine may not be imposed upon persons who demonstrate that they could not have avoided such damage despite having exerted all effort which could reasonably be expected.
3. A disciplinary fine up to EUR 1,660 shall be imposed by the supervisory authority upon the producer, trader, importer and supplier or the person referred to in Section 26 who mars, thwarts or otherwise hinders the performance of supervisory activities or who, as the case might be, fails to meet the binding instruction referred to in Section 20(3)(h); the fine may be imposed repeatedly.
4. The fine referred to in paragraph 1 shall not be imposed where a fine under a specific regulation was imposed, or if the fine referred to in paragraph 2 may be imposed.
5. When determining the amount of the fine, an account shall be taken of the nature of the unlawful conduct, gravity of the breach of an obligation and the method and consequences of the breach.
6. Revenues from the fines imposed pursuant to paragraph 1 through 3 constitute revenues of the state budget.
7. The fine imposition proceedings may initiated within 12 months of the day when the supervisory authority ascertained the breach of an obligation under this Act, however no later than within three years for paragraphs 1 and 3 and, no later than within ten years from the day, on which such breach occurred, for paragraph 2. The may be imposed within four years of the day when the breach of the obligation occurred.
8. Repeated marring, thwarting or hindering of the performance of supervisory activities pursuant to Section 3 shall be deemed a material breach of obligations.28a)
9. Paragraphs 1 to 8 shall not apply to the National Bank of Slovakia, which proceeds pursuant to a specific regulation.25ea)

**Section 25**

**Association**

1. An association may file a petition to initiate proceedings on the issue of an interim measure under Section 21 (1) to the supervisory authority or a petition to initiate court proceedings in the matter of consumer right protection, including proceedings in the matter of collective consumer interest protection, or it may be a party to the proceedings
2. where such objectives are the main scope of its activities, or
3. it is included in the list of qualified entities kept by the European Commission (hereinafter only as the "list of qualified entities"), without prejudice to the right of the court to examine whether that entity is entitled to file a motion to initiate the proceedings in the given case.
4. The association referred to in paragraph 1 may, on the basis of a power of attorney, represent the consumer in proceedings before the public authorities for the exercise of his rights, including compensation for damage caused by the violation of consumer rights.
5. The association shall submit an application to be included on the list of qualified entities to the Ministry which shall assess whether the following conditions have been met:
6. the association was established in compliance with the law,
7. the association has been actively engaged in consumer protection for at least two years,
8. the association is independent and non-for-profit,
9. the association has no outstanding obligations towards the state.
10. The Ministry shall propose to the Commission to include the association complying with the conditions specified in paragraph 3 on the list of qualified entities.
11. With the consumer’s and trader’s consent, the association is entitled to mediate resolution of disputes between the consumer and trader pertaining to the settlement of complaints.
12. The Ministry shall support an association if its activity focuses at
13. consumer rights protection before courts,
14. mediation of disputes between consumers and traders pertaining to the settlement of claims,
15. assistance in enforcing economic interests and rights of consumers through surveys, including surveys on consumers’ problems, and assessment of consumer rights enforcement,
16. monitoring of general terms and conditions contained in consumer contracts,
17. initiating negotiations and activities affecting legislation for the benefit of consumer rights protection,
18. monitoring of consumer policy implementation and its application in practice,
19. publishing periodicals and publications on consumer policy, product testing and experiences of associations,
20. operating consultancy offices which provide information and advice to consumers,
21. organisation of consumer protection trainings.

**Section 26**

**Consumer protection in the case of non-licensed business**

Obligations of the producer, trader, importer or supplier shall also apply to persons who carry out the activities specified in Section 2(b) to (e) without a business license.

**Section 26a**

* 1. A committee for the assessment of conditions in consumer contracts1) and unfair commercial practices of traders (hereinafter only as the "Committee") is established as a permanent body. The Committee has the right to require from the trader the general terms and conditions negotiated with the consumer and the trader is obliged to comply with such a request.
  2. If a violation of a law or another generally binding legal regulation is identified, the Committee has the right to file a motion to the competent state authorities and contact the association with a motion for exercising the rights to the relevant state body.
  3. Details of the composition, decision-making, organisation of work and procedures of the Committee shall be laid down by a generally binding legal regulation issued by the Ministry of Justice of the Slovak Republic.

**Section 27**

**Relation to the Administrative Code**

Any proceedings hereunder are governed by the general regulation on administrative proceedings29), except for Section 20 (3)(e) to (h) and Section 21 and Section 26a, unless a specific regulation provides to the contrary.30)

**Final Provisions**

**Section 28**

This Act transposes the legally binding acts of the European Union listed in Annex 2.

**Section 29**

**Transitional provisions**

Any proceedings initiated prior to 30 June 2007 shall be completed in compliance with the previously valid regulations.

**Section 29a**

**Transitional provisions on legislation effective from 1 March 2010**

The provisions of Section 4 (10) shall apply to matters where the court imposes the obligation to refrain from the use of unacceptable contractual terms after 28 February 2010.

**Section 29b**

**Transitional provisions on legislation effective from 01 May 2014**

The provisions of Section 5a (1)(b) a (2) to (4) shall also govern legal relationships arising prior to 1 May 2014; the emergence of these legal relationships as well as claims arising therefrom prior to 1 May 2014 shall be, however, assessed under the regulations effective until 30 April 2014.

**Section 29c**

**Transitional provisions on legislation effective from 13 June 2014**

The provisions of Section 4a (1)to (3) shall also govern legal relationships arising prior to 13 June 2014; the emergence of these legal relationships as well as claims arising therefrom prior to 13 June 2014 shall be, however, assessed under the regulations effective until 12 June 2014.

**Section 29d**

**Transitional provisions on legislation effective from 1 January 2015**

1. Supervision and control commenced and not completed by the Slovak Trade Inspection before 1 January 2015 in the field of financial consumer protection31) shall be completed according to the legislation effective until 31 December 2014. The legal effects of acts that occurred during such supervision and control before 1 January 2015 remain.
2. Proceedings initiated and not legally completed by the Slovak Trade Inspection before 1 January 2015 in the field of financial consumer protection shall be completed according to the legislation effective until 31 December 2014. The legal effects of acts that occurred in the proceedings before 1 January 2015 remain.

**Section 30**

**Repealing provisions**

The following is repealed:

Act No. 634/1992 Coll. on Consumer Protection as amended by Act of the National Council of the Slovak Republic No. 220/1996 Coll., Act No. 137/1998 Coll., Act No. 310/1999 Coll., Act No. 128/2002 Coll., Act No. 414/2002 Coll., Act No. 529/2002 Coll., Act No. 469/2003 Coll., Act No. 365/2004 Coll., Act No. 451/2004 Coll., Act No. 616/2004 Coll., Act No. 118/2006 Coll. and Act No. 264/2006 Coll.

**Section 30a**

The Regulation of the Government of the Slovak Republic No. 387/2007 Coll., on product price indication, is repealed.

**Section 30b**

The Decree of the Ministry of Economy of the Slovak Republic No. 370/2008 Coll., which lays down the details on the labelling of the material composition of textile products, as amended by Decree of the Ministry of Economy of the Slovak Republic No. 284/2009 Coll., Decree of the Ministry of Economy of the Slovak Republic No. 53/2010 Coll. and Decree of the Ministry of Economy of the Slovak Republic No. 85/2012 Coll. is repealed.

**Art. II**

Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended by Act of the Slovak National Council No. 524/1990 Coll., Act of the Slovak National Council No. 266/1992 Coll., Act of the Slovak National Council No. 295/1992 Coll., Act of the Slovak National Council No. 511/1992 Coll., Act of the National Council of the Slovak Republic No. 237/1993 Coll., Act of the National Council of the Slovak Republic No. 42/1994 Coll., Act of the National Council of the Slovak Republic No. 248/1994 Coll., Act of the National Council of the Slovak Republic No. 249/1994 Coll., Act of the National Council of the Slovak Republic No. 250/1994 Coll., Act of the National Council of the Slovak Republic No. 202/1995 Coll., Act of the National Council of the Slovak Republic No. 207/1995 Coll., Act of the National Council of the Slovak Republic No. 265/1995 Coll., Act of the National Council of the Slovak Republic No. 285/1995 Coll., Act of the National Council of the Slovak Republic No. 160/1996 Coll., Act of the National Council of the Slovak Republic No. 168/1996 Coll., Act No. 143/1998 Coll., finding of the Constitutional Court of the Slovak Republic No. 319/1998 Coll., Act No. 298/1999 Coll., Act No. 313/1999 Coll., Act No. 195/2000 Coll., Act No. 211/2000 Coll., Act No. 367/2000 Coll., Act No. 122/2001 Coll., Act No. 223/2001 Coll., Act No. 253/2001 Coll., Act No. 441/2001 Coll., Act No. 490/2001 Coll., Act No. 507/2001 Coll., Act No. 139/2002 Coll., Act No. 422/2002 Coll., Act No. 190/2003 Coll., Act No. 430/2003 Coll., Act No. 510/2003 Coll., Act No. 515/2003 Coll., Act No. 534/2003 Coll., Act No. 364/2004 Coll., Act No. 533/2004 Coll., Act No. 656/2004 Coll., Act No. 570/2005 Coll., Act No. 650/2005 Coll., Act No. 211/2006 Coll. and Act No. 224/2006 Coll. is amended as follows:

1. Section 24(1)(a) is deleted.

Sub-paragraphs (b) through (e) are renamed to (a) through (d).

1. Section 24(2) reads as follows:

“(2) A fine up to SKK5,000 may be imposed for an offence under paragraph 1(a), up to SKK10,000 for an offence under paragraph 1(b) and (c), and up to SKK100,000 for an offence under paragraph 1(d). Ban on activity for up to one year may be imposed for an offence under paragraph 1(a) through (c).”.

1. In Section 58(4)(a) the words “in Section 24(1)(d)” are replaced with the words “in Section 24(1)(c)”.
2. In Section 86(b) the words “in Section 24(1)(a) and (d)” are replaced with the words “Section 24(1)(c)”.

**Art. III**

This Act shall enter into force on 01 July 2007.

**Ivan Gašparovič m. p.**

**Pavol Paška m. p. Robert Fico m. p.**

**Annex 1 to Act 250/2007 Coll.**

**COMMERCIAL PRACTICES WHICH ARE UNDER ALL CIRCUMSTANCES CONSIDERED UNFAIR**

Misleading commercial practices

1. Claiming to be a signatory to a code of conduct when the trader is not.
2. Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
3. Claiming that a code of conduct has an endorsement from a public or other body which it does not have.
4. Claiming that a trader (including its commercial practices) or a product has been approved, endorsed or authorised by a public or private body when it has not or making such a claim without complying with the terms of the approval, endorsement or authorisation.
5. Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that it will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price, within a period that is, and in quantities that are, reasonable with regard to the product, the scale of advertising of the product and the price offered (bait advertising).
6. Bait and switch-type advertising, meaning advertising with the intention to promote the sales of another product in the form of an invitation to purchase products at a specified price and then:
   1. refusing to show the advertised item to consumers,
   2. refusing to take purchase orders for it or deliver it within a reasonable time,
   3. demonstrating a defective sample of it.
7. Falsely stating that a product is only available for a very limited time, or that it is only available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.
8. Undertaking of 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 the official state of the Member State, in which the registered office or place of business31) of the trader is based, and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction.
9. Stating or otherwise creating the impression that a product can legally be sold when it cannot.
10. Presenting rights given to consumers in law as a distinctive feature of the trader's offer.
11. Using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial).
12. Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his/her family if the consumer does not purchase the product.
13. Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.
14. Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products.
15. Claiming that the trader is about to cease trading or move premises when he is not.
16. Claiming that products are able to facilitate winning in games of chance.
17. Falsely claiming that a product is able to cure illnesses, dysfunction or malformations.
18. Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions.
19. Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.
20. Describing a product as “gratis”, “free”, “without charge” or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.
21. Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he/she has already ordered the marketed product when he/she has not.
22. Falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.
23. Creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold.
24. Creating the impression that the consumer cannot leave the premises until a contract is formed.
25. Conducting personal visits to the consumer’s home ignoring the consumer’s request to leave or not to return except in circumstances and to the extent justified to enforce a contractual obligation.
26. Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation.
27. Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights.
28. Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
29. Demanding immediate or deferred payment from the customer for or the return or safekeeping of products supplied by the trader, but not ordered by the consumer except where the product is a substitute supplied in conformity with a specific regulation.
30. Explicitly informing a consumer that if he/she does not buy the product or service, the trader's job or livelihood will be in jeopardy.
31. Creating the false impression that the consumer has already won, will win, or will, after doing something, win a prize or other equivalent benefit, when in fact
    1. there is no prize or other equivalent benefit,
    2. taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

Aggressive commercial practices

1. Creating the impression that the consumer cannot leave the premises until a contract is formed.
2. Conducting personal visits to the consumer’s home ignoring the consumer’s request to leave or not to return except in circumstances and to the extent justified to enforce a contractual obligation.
3. Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation.
4. Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights.
5. Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
6. Demanding immediate or deferred payment from the customer for or the return or safekeeping of products supplied by the trader, but not ordered by the consumer except where the product is a substitute supplied in conformity with a specific regulation.
7. Explicitly informing a consumer that if he/she 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, after doing something, win a prize or other equivalent benefit, when in fact
   1. there is no prize or other equivalent benefit,
   2. taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

**Annex 2 to Act 250/2007 Coll.**

**List of transposed legally binding acts of the European Union**

1. Directive 98/27/EC of the European Parliament and Council of 19 May 1998 on injunctions for the protection of consumer interests (Special issue OJEU, Chapter 15 Volume 4; OJEC L 166, 11 June 1998) as amended by Directive 1999/44/EC of the European Parliament and Council of 25 May 1999 (Special issue OJEU, Chapter 15 Volume 4; OJEC L 171, 7 July 1999), Directive 2000/31/EC of the European Parliament and Council of 8 June 2000 (Special issue OJEU, Chapter 13 Volume 25; OJEC L 178, 17 July 2000), Directive 2002/65/EC of the European Parliament and Council of 23 September 2002 (Special issue OJEU, Chapter 6 Volume 4; OJEC L 271, 9 October 2002), Directive 2005/29/EC of the European Parliament and Council of 11 May 2005 (OJEU L 149, 11 June 2005).
2. Council Directive 87/357/EEC of 25 June 1987 on the approximation of the laws of the Member States concerning products which, appearing to be other than they are, endanger the health or safety of consumers (Special issue OJEU, Chapter 13 Volume 8; OJEC L 192, 11 July 1987).
3. Directive 2001/95/EC of the European Parliament and of the Council of 3 December 2001 on general product safety (Special issue OJEU Chapter 15 Volume 6; OJEC L 11, 15 January 2002).
4. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (“Unfair Commercial Practices Directive”). (OJEU L 149, 11 June 2005).
5. Council Directive 2004/113/EC of 13 December 2004 on the implementation of the principle of equal treatment for men and women in the access to and supply of goods and services. (OJEU L 373, 21 December 2005).
6. 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 (Special issue OJEU Chapter 15/ Volume 4; OJEC L 80, 18 March 1998).
7. Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (Special issue OJEU Chapter 15/ Volume 2; OJEC L 95, 21 April 1993).
8. Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests (codified version) (OJEU L 110, 1 May 2009).
9. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights amending and supplementing 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 (OJEU L 304, 22 November 2011).
10. Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes amending Regulation (EC) 2006/2004 and Directive 2009/22/EC (Directive on Alternative Dispute Resolution for Consumers) (OJEU L 165, 18 June 2013).
11. Sections 52 - 54 of the Civil Code.
12. Section 2 (1) of the Commercial Code.

2a) For example, Act of the Slovak National Council No. 138/1992 Coll., on Authorised Architects and Authorised Building Engineers, as amended, Act No. 586/2003 Coll., on Advocacy and on Amending and Supplementing Act No. 455/1991 Coll., on Trade Licensing (Trades Licensing Act), as amended.

1. §2(1)(d) of Act No. 264/1999 Coll. on Technical Requirements for Products and on Conformity Assessment and on amendments to certain acts, as amended.

4) Act No. 264/1999 Coll.

Act No. 90/1998 Coll. on Construction Products, as amended.

1. For example, Act of the Slovak National Council No. 78/1992 Coll. on Tax Advisors and on the Slovak Chamber of Tax Advisors, as amended; Act of the Slovak National Council No. 323/1992 Coll. on Notaries and Notary Activities (Notary Code), as amended; Act No. 586/2003 Coll. on Advocacy and on the amendment of Act No. 455/1991 Coll. on Trade Licensing (Trades Licensing Act), as amended; Act No. 344/2004 Coll. on Patent Representatives, on the amendment of Act No. 444/2002 Coll. on Designs and Act No. 55/1997 Coll. on Trademarks, as amended by Act No. 577/2001 Coll. and Act No. 14/2004 Coll.; Act No. 382/2004 Coll. on Experts, Interpreters and Translators and on amendments to certain acts, as amended by Act No. 93/2006 Coll.
2. Act No. 382/2004 Coll., as amended.

7) Section 11(1), Section 2(1)(f) and Section 22(4) of Act No. 264/1999 Coll.

Section 15 of Act No. 90/1998 Coll., as amended.

7a) Section 625 of the Civil Code.

1. For example, Section 21 (b) to d) of the Act of the National Council of the Slovak Republic No. 152/1995 Coll., on Foodstuffs, as amended, Section 30 (c) of Act No. 142/2000 Coll., on Metrology and on Amending and Supplementing Certain Acts, Section 3 of Act No. 128/2002 Coll., on State Control of the Internal Market in Consumer Protection Matters and on Amending and Supplementing Certain Acts, as amended by Act No. 451/2004 Coll., Section 88 (1) of Act No. 251/2012 Coll., on Energy and on Amending and Supplementing Certain Acts, Section 1 (2) of Act No. 747/2004 Coll. on Overseeing the Financial Market and Amending and Supplementing Certain Acts, Section 4 (1)(b) and c) of Act No. 39/2007 Coll., on Veterinary Care, as amended by Act No. 342/2011 Coll., Section 3 par. (1)(b) and c) of Act No. 355/2007 Coll., on the Protection, Promotion and Development of Public Health and Amending and Supplementing Certain Acts, Section 6 (1)(b) of Act No. 351/2011 Coll., on Electronic Communications, Section 127 (a) and c) of Act No. 362/2011 Coll., on Medicines and Medical Devices and on Amending and Supplementing Certain Acts.
2. Act No. 391/2015 Coll., on Alternative Dispute Resolution of Consumer Disputes and on Amending and Supplementing Certain Acts.
3. For example, Act of the National Council of the Slovak Republic No. 18/1996 Coll. on Prices, as amended; Act No. 276/2001 Coll. on  
   Regulation in Network Industries and on Amending and Supplementing Certain Acts.
4. For example, Sections 10 and 11 of Act of the National Council of the Slovak Republic No. 152/1995 Coll., as amended; Order of the Ministry of Agriculture of the Slovak Republic and the Ministry of Health of the Slovak Republic No. 981/1996-100 of 20 May 1996, issuing Part I and Chapters I, II and III of Part II of the Food Code of the Slovak Republic (Notification No. 195/1996 Coll.).

11a) Act No. 365/2004 Coll., on Equal Treatment in Certain Areas and on Protection Against Discrimination and on Amending and Supplementing Certain Acts (Anti-Discrimination Act), as amended.

1. For example, Act No. 190/2003 Coll., on Firearms and Ammunition and on Amending and Supplementing Certain Acts.

12a) Section 53a of the Civil Code.

12b) Section 53 of the Civil Code.

12c) Section 58 of Act No. 455/1991 Coll., as amended.

12ca) Section 2 (7) of Act No. 102/2014 Coll., on Consumer Protection in the Sale of Goods or the Provision of Services on the Basis of a Distance Contract or a Contract Concluded Outside the Trader's Premises and on Amending and Supplementing Certain Acts.

12cb) Section 2 (19) of Act No. 492/2009 Coll. on Payment Services and on Amending and Supplementing Certain Acts as amended.

12cc) Section 2 (3) of Act No. 492/2009 Coll., as amended.

12cd) Section 551 of the Civil Code.

12ce) Act No. 191/1950 Coll. Bills of Exchange and Cheque Act in as amended.

12d) Section 2 (1)(g) of Act No. 264/1999 Coll., as amended.

1. Section 5(1)(l) of Act No. 16/2004 Coll. on Slovak Television, as amended by Act No. 220/2007 Coll.

Section 5(1)(j) of Act No. 619/2003 Coll. on Slovak Radio, as amended.

1. Section 623 of the Civil Code.
2. For example, the Civil Code, Act No. 108/2000 Coll. on Consumer   
   Protection in Door-to-Door and Distance Selling, as amended; Act No. 147/2001 Coll. on Advertising and on Amending and Supplementing Certain Acts, as amended; Act No. 258/2001 Coll. on Consumer Credits and on Amending and Supplementing Act of the Slovak National Council No. 71/1986 Coll. on the Slovak Commercial Inspection as amended, as amended by Act No. 264/2006 Coll.; Act No. 22/2004 Coll., on Electronic Commerce and on Amending and Supplementing Act No. 128/2002 Coll., on State Control of Internal Market in Consumer Protection Matters and on Amending and Supplementing Certain Acts, as amended by Act No. 284/2002 Coll. as amended by Act No. 160/2005 Coll.; Act No. 266/2005 Coll. on Consumer Protection in Connection with Distance Financial Services and on Amending and Supplementing Certain Acts.

15a) Sections 622 and 623 of the Civil Code. 15b) Section 502 of the Civil Code.

15c) For example, Act No. 483/2001 Coll., on Banks and on Amending and Supplementing Certain Acts as amended, Act No. 594/2003 Coll., on Collective Investment and on Amending and Supplementing Certain Acts, as amended, Act No. 43/2004 Coll., on Old-Age Pension Savings and on Amending and Supplementing Certain Acts as amended, Act No. 129/2010 Coll., on Consumer Credit and Other Loans and Credits for Consumers and on Amending and Supplementing Certain Acts as amended, Act No. 351/2011 Coll., on Electronic Communications as amended, Act No. 251/2012 Coll., as amended.

1. For example Act No. 264/1999 Coll.
2. Act of the National Council of the Slovak Republic No. 270/1995 Coll. on the Official Language of the Slovak Republic, as amended.

18) Section 3 of Act No. 142/2000 Coll.

18a) For example, Decree of the Office for Standardization, Metrology and Testing of the Slovak Republic No. 207/2000 Coll., on Marked Consumer Packaging, as amended.

18b) Act No. 147/2001 Coll., on Advertising and on Amending and Supplementing Certain Acts, as amended.

18c) Section 13 of Act No. 18/1996 Coll.

1. Section 17 of Act No. 455/1991 Coll., as amended.

19a) Decree of the Ministry of Economy of the Slovak Republic No. 419/2001 Coll., which regulates the categorisation of accommodation facilities and classification signs for their classification.

1. Section 2(1)(a) of Act No. 178/1998 Coll. as amended by Act No. 524/2005 Coll.

20a) Section 2 (1) (s) of Act No. 275/2006 Coll., on Information Systems of Public Administration and on Amending and Supplementing Certain Acts, as amended by Act No. 273/2015 Coll.

1. Section 3 of Act No. 455/1991 Coll., as amended.
2. Sections 622 and 623 of the Civil Code.

22a) Section 9 of Act No. 108/2000 Coll., as amended.

22b) For example, Section 44 of Act No. 610/2003 Coll., on Electronic Communications, Section 66 of Act No. 510/2002 Coll., on Payment Transactions and on Amending and Supplementing Certain Acts, as amended by Act No. 604/2003 Coll., Section 741i of the Civil Code, Section 30 of Act No. 442/2002 Coll., on Public Water Supply and Public Sewerage and on Amending and Supplementing Act No. 276/2001 Coll., on Regulation in Network Industries as amended.

22c) Act No. 294/1999 Coll., on Liability for Damage Caused by Defective Product as amended by Act No. 451/2004 Coll.

22d) Section 21 (b) to (d) of the Act of the National Council of the Slovak Republic no. 152/1995 Coll. as amended.

Section 4 of Act No. 308/2000 Coll., on Broadcasting and Retransmission and on Amendment of Act No. 195/2000 Coll., on Telecommunications, as amended.

Section 3 of Act No. 128/2002 Coll. as amended by Act No. 451/2004 Coll.

Section 1 (2) of Act No. 747/2004 Coll.

Section 4(1)(b) and (c) of Act No. 39/2007 Coll. as amended by Act No. 342/2011 Coll.

Section 3 (1)(b) and (c) of Act No. 355/2007 Coll.

Section 6 (1)(b) of Act No. 351/2011 Coll.

Section 127 (a) and (c) of Act No. 362/2011 Coll.

1. Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJEU L 204, 26 July 2006).
2. Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws ("Regulation on Consumer Protection Cooperation") (OJEU L 364, 9 December 2004), as amended.

24a) Regulation (EC) No 2006/2004 of the European Parliament and of the Council as amended.

24b) Art. 3 (b) of Regulation (EC) No 2006/2004 of the European Parliament and of the Council as amended.

24c) Act No. 147/2001 Coll. as amended by Act No. 108/2000 Coll.

Act No. 258/2001 Coll., as amended.

Act no. 281/2001 Coll., on Tours, Conditions of Business of Travel Operators and Travel Agencies and on Amending and Supplementing the Civil Code, as amended, as amended.

Act No. 22/2004 Coll. as amended by Act No. 160/2005 Coll.

Act No. 266/2005 Coll. on Consumer Protection in Connection with Distance Financial Services and on Amending and Supplementing Certain Acts.

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding, cancellation or long delay of flights and repealing Regulation (EEC) No 295/91 (Special issue OJEU, Chapter 7/Volume 8, OJ EU L 46, 17 February 2004).

Act No. 140/1998 Coll.

Act No. 308/2000 Coll., as amended.

Sections 52 - 62 of the Civil Code.

24d) Art. 3 (k) of Regulation (EC) No 2006/2004 of the European Parliament and of the Council as amended.

24e) Art. 3 (e) of Regulation (EC) No 2006/2004 of the European Parliament and of the Council as amended.

1. Council Regulation (EEC) No 339/93 of 8 February 1993 on checks for conformity with the rules on product safety in the case of products imported from third countries (Special issue OJEU, Chapter 13 / Volume 12; OJEC L 40, 17 February 1993) as amended.

25a) Section 2 (d) of the Government Order of the Slovak Republic No. 404/2007 Coll., on General Product Safety.

25b) Section 2 (c) of the Government Order of the Slovak Republic No. 404/2007 Coll.

25c) Section 5 of Act No. 199/2004 Coll., Customs Act and on Amending and Supplementing Certain Acts, as amended.

25d) For example, Commission Regulation (EC) No 1275/2008 of 17 December 2008 implementing Directive 2005/32/EC of the European Parliament and of the Council as regards ecodesign requirements for stand-by and off-site electrical and electronic equipment in the home and office equipment (OJEU L 339, 18 December 2008), as amended.

25e) Section 21 of Act No. 264/1999 Coll., as amended.

25ea) Act No. 747/2004 Coll., as amended.

25f) Sections 52 to 54, Sections 612 to 627, and Sections 741a to 741k of the Civil Code.

Sections 6 to 13 of Act No. 108/2000 Coll., as amended.

Sections 32 to 39 of Act No. 308/2000 Coll., as amended.

Sections 4 (2) to (4) and Sections 7 to 11a of Act No. 281/2001 Coll., on Tours, Conditions of Business of Travel Operators and Travel Agencies and on Amending and Supplementing the Civil Code, as amended, as amended.

Sections 4 to 6 of Act No. 22/2004 Coll. as amended by Act No. 166/2005 Coll.

Section 3, 4 and 6 to 8 of Act No. 266/2005 Coll., as amended.

Sections 3 to 5, Sections 7 to 10, Sections 12, 16 to 19, Sections 21 and 22 of Act No. 129/2010 Coll., on Consumer Credit and on Other Loans and Credits for Consumers and on Amending and Supplementing Certain Acts, as amended by Act No. 394/2011 Coll.

Sections 6, 9, 10 and 13 of Act No. 136/2010 Coll., on Services in the Internal Market and on Amending and Supplementing Certain Acts.

Sections 3 to 5, Sections 7 and 8 of Act No. 161/2011 Coll., on the Consumer Protection in the Provision of Certain Services in the Field of Tourism and on Amending and Supplementing Certain Acts.

Act No. 362/2011 Coll.

1. For example Act No. 108/2000 Coll. as amended, Act No. 178/1998 Coll. as amended, Act No. 147/2001 Coll. as amended, Act No. 18/1996 Coll. as amended, Act No. 90/1998 Coll. as amended, Regulation (EC) No 1107/2006 of the European Parliament and of the Council.
2. Act of the Slovak National Council No. 372/1990 Coll., on Offences as amended.
3. For example Regulation (EC) No 1107/2006 of the European Parliament and of the Council, Regulation No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding, cancellation or long delay of flights and repealing Regulation (EEC) No 295/91 (

OJEU L 46, 17 February 2004), Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJEU L 344, 27 December 2005), Art. 4 to 17 and Art. 19 and 20 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 of Fibre Composition of Textile Products by Labels and Other Marking and Repealing Council Directive 73/44/EEC and Directives 96/73/ EC and 2008/121/EC of the European Parliament and of the Council (OJEU L 272, 18 October 2011), as amended, Art. (4) to (6) of Regulation (EC) No 1222/2009 of the European Parliament and of the Council of 25 November 2009 on the Labelling of Tires with Respect to Fuel Efficiency and Other Essential Parameters (OJEU L 342, 22 December 2009), as amended.

28a) For example, Section 58 of Act No. 455/1991 Coll., on Trade Licensing (Trades Licensing Act), as amended.

1. Act No. 71/1967 Coll., on Administrative Procedure (Administrative Code) as amended.
2. Sections 12 to 34 and Section 38 of Act No. 747/2004 Coll., as amended.
3. Section 1 (3)(c) of Act No. 747/2004 Coll., as amended.

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