

CONSUMER PROTECTION LAW OF THE REPUBLIC OF BELARUS

of January 9, 2002 No. 90-3

Adopted by the House of Representatives on December 5, 2001
Approved by the Council of the Republic on December 20, 2001

(as worded in the Laws of the Republic of Belarus of July 8, 2008 No. 366-3;
of May 2, 2012 No. 353-3; of January 4, 2014 No. 106-3; of October 29, 2015 No. 313-3;
of June 13, 2018 No. 111-3)

Chapter 1 GENERAL PROVISIONS

Article 1. Basic Terms and their Definitions

In this Law the following basic terms and their definitions shall apply:

“Safety of goods (works, services)” means a set of properties and characteristics of goods (works, services) in which goods (works, services) are not harmful and do not pose a risk to life, health, heredity, consumer property and the environment under normal conditions of use of goods (results of works, services), storage, transportation and disposal of goods (work results);

“Warranty period” means a calendar period established in days, months, years, or operating time set in hours, cycles of operation, kilometres of run or other similar indicators during which goods (results of works, services) must meet the quality requirements specified in the procedure established by legislation;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Document confirming the purchase of goods (execution of works, delivery of services)” means a cashier's check, another payment document in accordance with legislation, a cash receipt voucher, a sales receipt, a document (card receipt, receipt, etc.) confirming the payment by bank payment cards, electronic money, remote banking systems, an automated information system of the single payment and information space, travel document (ticket), other document confirming the payment for goods (execution of works, delivery of services) in accordance with legislation, duly executed technical passport, operation manual, user's manual; other document containing information about the name of the seller (contractor), the name and price of goods (works, services);

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“High-value goods” means goods whose value is four hundred or more times higher than the base value amount set on the day of the realization of goods to the consumer;

“Manufacturer” means an organization, an individual entrepreneur producing goods for the realization to the consumer, as well as a natural person engaged in the manufacture of goods as part of craft activities or producing goods whose realization by such a person on the market or in another place established by the local executive and administrative body is not prohibited in accordance with

legislation; for their subsequent realization, including a single one, in designated places (hereinafter referred to as “the individual producing goods”);
(as worded in the Laws of the Republic of Belarus of October 29, 2015 [No. 313-3](#); of June 13, 2018 [No. 111-3](#))

“Contractor” means an organization, an individual entrepreneur performing works or providing services to the consumer, as well as another natural person performing works or delivering services as part of craft activities or delivering services in the field of agroecotourism (hereinafter referred to as “the individual performing works/delivering services”);
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Quality of goods (works, services)” means a set of properties and characteristics of goods (works, services) that determine the conformity of goods (works, services) with the requirements established for and/or normally imposed on goods (works, services) of this kind (safety, operational suitability, operational characteristics, reliability; economic, informational and aesthetic requirements, etc.);
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Quantity of goods (work results)” means weight, volume, length, area or number of the items of goods (work results);

“Bulky goods” means goods whose size in the sum of three dimensions (height, width, length) exceeds 150 centimetres;

“Shortage of goods (works, services)” means non-compliance of goods (works, services) with normative documents that establish requirements for the quality of goods (works, services), other legislation or agreement terms;

“Normative documents establishing requirements for the quality of goods (works, services)” means technical normative legal acts in the field of technical regulation and standardization, sanitary norms and rules, hygiene standards, other technical normative legal acts establishing requirements for the quality of goods (works, services), as well as technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union;
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The Paragraph excluded. – The [Law](#) of the Republic of Belarus of May 2, 2012 No. 353-3;

“Service object” means a permanent structure (building, facility), isolated premises or their part(s) or a temporary structure, including a mobile one, which is not a permanent structure (building, facility), isolated premises or their part(s), in which activities on the execution of works or the delivery of services in the presence of the consumer, and/or the receipt of orders, and/or deliverables, and/or the conclusion of agreements, and/or the realization of tickets are carried out;
(the Paragraph introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Supplier” means an organization, an individual entrepreneur carrying out activities on the territory of the Republic of Belarus related to the realization of purchased goods to other organizations, individual entrepreneurs, other individuals for their use in entrepreneurial activity or for other purposes not related to personal, family, home and other similar use, including an organization, an individual entrepreneur carrying out activities on the import of goods into the territory of the Republic of Belarus for their subsequent realization on the territory of the Republic of Belarus;
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Consumer” means an individual with the intention to order or purchase, or ordering or purchasing goods (works, services) or using goods (results of works, services) exclusively for personal, family, household and other needs not related to entrepreneurial activity;

“Representative of the manufacturer, seller, supplier, contractor (hereinafter referred to as “the representative”)” means an organization, an individual entrepreneur, carrying out activities on the basis of an agreement with the manufacturer (seller, supplier, contractor) and authorized by him/her to accept and/or satisfy consumer demands in relation to the goods (products of works, services) of substandard quality;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Seller” means an organization, an individual entrepreneur, as well as another natural person engaged in the realization of goods as part of craft activities or the realization, including a single one, on the market or in another place of goods established by the local executive and administrative body the realization of which by such a person in designated places is not prohibited in accordance with legislation (hereinafter, except as otherwise provided in this Law, referred to as “the individual carrying out the realization of goods as part of craft activities or the realization of goods on the market”), realizing goods to the consumer under the retail sales agreement;

(as worded in the Laws of the Republic of Belarus of October 29, 2015 [No. 313-3](#); of June 13, 2018 [No. 111-3](#))

“Repair contractor” means an organization, as well as an individual entrepreneur for the purposes of this Law, authorized by the manufacturer (seller, supplier) to conduct quality checks of goods, eliminate defects in goods and/or provide the technical maintenance of goods;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Expiry date” means the period after which goods (work results) are considered unfit for intended use;

“Service life” means the calendar period established in days, months, years, or the operating time set in hours, cycles of operation, kilometres of run or other similar indicators based on the functional purpose of goods (work results) during which the manufacturer (contractor) agrees to provide the consumer with an opportunity to use goods (work results) for his/her intended purpose and bear responsibility for the defects that arise due to his/her fault;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

“Shelf life (retention period)” means the period during which goods (work results) subject to the established storage conditions retain the properties and characteristics specified in normative documents that establish requirements for the quality of goods (works, services), and/or under the agreement;

“Substantial defect of goods (works, services)” means a fatal defect, or a defect that cannot be eliminated without disproportionate expenses (in the amount of thirty or more percent of the cost of goods (works, services) determined at the time of defect elimination) or disproportionate time expenditures (exceeding the maximum allowable time set by technical normative legal acts to eliminate a defect of this kind), or is detected repeatedly, or appears again after its elimination, or other similar defects.

Article 2. Scope of this Law

1. This Law shall apply to relations between consumers and manufacturers, sellers, suppliers, representatives, contractors, repair contractors arising out of retail sales agreements, contractor agreements; rental, insurance, storage, energy supply, commission, passenger transportation, cargo transportation, paid services and other similar agreements.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Consumer rights protection related to the relations arising out of the shared-equity construction agreement shall be exercised in accordance with this Law and other legislation on the protection of consumer rights to the extent consistent with the normative legal acts of the President of

the Republic of Belarus.

3. Protection of service consumer rights related to services provided by banks, non-bank credit and financial organizations, and other organizations when conducting banking operations in accordance with legislation, microfinance, lease organizations shall be exercised in accordance with this Law unless otherwise provided for in banking legislation, legislation governing the provision and attraction of microloans, legislation on leasing activities

(clause 3 of Article 2 introduced by the [Law](#) of the Republic of June 13, 2018 No. 111-3)

Article 3. Legal Regulation of Relations in the Field of Consumer Rights Protection

1. Relations in the field of consumer protection shall be regulated by the Civil Code of the Republic of Belarus, this Law and other legislation, international treaties of the Republic of Belarus, as well as international legal acts that constitute the Law of the Eurasian Economic Union.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. State bodies shall not be entitled to adopt normative legal acts that are contrary to the provisions of this Law, including normative legal acts that may limit the rights of consumers and reduce the guarantees of their protection as compared to those provided for by this Law unless otherwise provided for by the [Constitution](#) of the Republic of Belarus or normative legal acts of the President of the Republic of Belarus.

3. The Government of the Republic of Belarus shall not be entitled to assign state bodies subordinate to it to adopt normative legal acts containing norms on the protection of consumer rights, unless otherwise provided for by this Law and/or normative legal acts of the President of the Republic of Belarus.

Article 4. International Treaties

If an international treaty of the Republic of Belarus establishes rules other than those provided for by this Law, then the rules of the international treaty shall apply.

Consultant Plus: comment.

On additional measures to protect consumer rights see the [Decree](#) of the President of the Republic of Belarus of December 5, 2014 No. 567.

Article 5. Consumer Rights

1. The consumer shall have a right to:

1.1. education in the field of consumer protection;

1.2. information about goods (works, services), as well as about their manufacturers (sellers, suppliers, contractors);

1.3. free choice of goods (works, services);

1.4. proper quality of goods (works, services), including safety of goods (works, services), properly completed sets, adequate quantities of goods (work results);

1.5. full compensation for the losses and harm caused as a result of defects in goods (works, services), including compensation for moral harm;

1.6. state protection of their rights, including the appeal to court and other authorized state

bodies for the protection of violated rights or interests protected by this Law and other legislation;

1.7. public protection of their rights;

1.8. establishment of public consumer associations.

2. The consumer shall also have other rights provided for by this Law and other legislation.

3. The State shall guarantee the protection of rights and legitimate interests of consumers.

Article 6. Ensuring the Consumer Right to Education in the Field of Consumer Rights Protection

(as worded in the Laws of the Republic of Belarus of May 2, 2012 [No. 353-3](#); of June 13, 2018 [No. 111-3](#))

The consumer right to education in the field of consumer protection shall be ensured through informing by state bodies, public consumer associations, sellers, contractors, manufacturers of the consumer about his/her rights and the actions required to protect these rights, including by involving the media in propaganda and systematic coverage of consumer protection issues, by including the issues related to the basics of consumer knowledge in the educational and curricular documentation of educational programmes of general secondary and professional education.

Consultant Plus: comment.

Criminal liability for disseminating false information on goods and services shall be established by [Article 250](#) of the Penal Code of the Republic of Belarus.

Article 7. Information on Goods (Works, Services)

Consultant Plus: comment.

On some issues related to informing consumers on food raw materials and food products see the [Resolution](#) of the Council of Ministers of the Republic of Belarus of April 28, 2005 No. 434.

1. The manufacturer (seller, supplier, representative, contractor) shall be obliged to provide the consumer with required and reliable information on offered goods (works, services) without delay according to requirements for the content and methods of providing such information established by this Law, other legislative acts, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union and normally imposed in retail trade, domestic and other types of consumer services. For certain types of goods (works, services), a list and methods of communicating information to the consumer shall be established by the Government of the Republic of Belarus unless otherwise established by the President of the Republic of Belarus.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Information on goods (works, services) must contain (except for information provided for in [clause 8](#) of this Article):

2.1. name of goods (works, services);

2.2. types and specifics of proposed works (services);

2.3. reference to normative documents establishing requirements for the quality of goods (works, services) (for goods (works, services) produced in line with such normative documents) unless otherwise provided for by the technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Consultant Plus: comment.

Administrative liability for failure to provide information to consumers on food raw materials and food products obtained using genetically modified ingredients (components) and food additives or for providing such data that contain false information shall be established by [Part 2 of Article 12.46](#) of the Code on Administrative Offenses of the Republic of Belarus.

2.4. information on the basic consumer properties of goods (results of works, services) and in respect of food products – on the composition, nutritional value (for products destined for children's, medical and dietary nutrition – their calorific value, the presence of vitamins), an indication that the food product is genetically modified if it contains genetically modified ingredients (components), information about special properties (special nutritional properties, [indications](#) and contraindications for use by individual age groups of population, as well as in cases of certain types of diseases) of food products, including dietary supplements, declared properties of specialized food products upon availability of documents confirming the declared properties;
(sub-clause 2.4 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.5. price and terms of payment for goods (works, services) if the terms are different from the usual terms of payment for related goods (works, services);
(sub-clause 2.5 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.6. warranty period if established;

2.7. recommendations for and/or restrictions on use, including preparation of food products in the event that their use without these recommendations and/or restrictions is constrained or may harm the health of consumers, their property, lead to a decrease or loss of taste properties of food products;
(sub-clause 2.7 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.8. date of production, unless otherwise provided for by legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union, as well as service life and/or expiry date and/or shelf life of goods (work results) established pursuant to [clauses 1 and 2 of Article 13](#) of this Law, specification of storage conditions for goods (work results) if they differ from normal storage conditions for related goods (work results) or require special storage conditions, as well as information on required actions of the consumer after the specified period and possible consequences if such actions are not complied with; if the goods (work results) after the specified period pose a risk to life, health, heredity, property of the consumer and the environment or become unsuitable for intended use;
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.9. name (brand name), location of the manufacturer, seller (contractor), and also, if available, an organization engaged in the import of goods into the territory of the Republic of Belarus for their subsequent realization on the territory of the Republic of Belarus, a representative, a repair contractor; if the manufacturer (seller, representative, contractor, repair contractor) is an individual entrepreneur or the import of goods into the territory of the Republic of Belarus for their subsequent realization on the territory of the Republic of Belarus has been carried out by an individual entrepreneur – surname, first name, middle name (if any) and place of residence of an individual entrepreneur;
(sub-clause 2.9 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.9-1. country of goods' origin if it differs from the location (place of residence) of the manufacturer;
(sub-clause 2.9-1 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.10. information on the mandatory confirmation of the conformity of goods (works performed, services delivered) subject to the mandatory confirmation of compliance;
(sub-clause 2.10 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.11. indication of a specific person who will perform works (deliver services) and information about him/her, if it matters, based on the nature of works (services);

2.12. quantity or completeness of goods (work results);

2.13. identification barcode if the mandatory labelling of goods with such a code is provided for by [legislation](#);

2.13-1. information on the energy efficiency classes of goods in cases where their determination is provided for by legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union, and also on the compliance of the energy efficiency of capital structures (buildings, facilities) with legislative requirements, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union;
(sub-clause 2.13-1 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.14. required information about the rules and conditions for the efficient and safe use of goods (results of works, services), including their maintenance, if it matters, based on the nature of goods (results of works, services);
(sub-clause 2.14 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.15. indication of the use of phonograms by performers of musical compositions during cultural and entertainment events;
(sub-clause 2.15 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2.16. other information, which in accordance with this Law, other legislative acts, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union or related agreements, is required to be provided to the consumer, including information on the related agreement and to be provided at the request of the consumer.
(sub-clause 2.16 of Article 7 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. Upon the realization to the consumer of non-food products whose service life and/or shelf life expired (except for medicines), but whose realization shall be allowed pursuant to [clause 3 of Article 13](#) of this Law, the consumer shall be provided with information on the expired service life and/or shelf life of goods, the date and number of a permit for their subsequent realization and the period during which the goods can be used.

Consultant Plus: comment.

Since 1 July 2010, activities on the realization of goods, performance of works, delivery of services in the Republic of Belarus using information networks, systems and resources connected to the Internet shall be carried out by legal entities, their branches and representation offices founded in accordance with the legislation of the Republic of Belarus and located in the Republic of Belarus, as well as by individual entrepreneurs registered in the Republic of Belarus and using information networks, systems and resources of the national segment of the Internet, located on the territory of the Republic of Belarus and duly registered (the [Decree](#) of the President of the Republic of Belarus of February 1, 2010 No. 60).

4. Upon the [realization](#) of goods to the consumer (execution of works, delivery of services) based

on the samples, descriptions of goods (works, services) contained in catalogues, prospectuses, promotional materials, booklets or presented in photographs or other information sources, including the global computer network Internet, the seller (contractor) must provide the consumer with:

4.1. before the conclusion of an agreement – information stipulated in [sub-clauses 2.1-2.12, 2.13-1, 2.15 and 2.16 of clause 2](#) of this Article, as well as information on the delivery date of goods (works, services), price and terms of payment for the delivery of goods; (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4.2. upon the delivery of goods – also information stipulated in [sub-clauses 2.13 and 2.14 of clause 2](#) of this Article.

5. When delivering public catering services to the consumer and upon his/her request, information on the composition of food products, dishes, culinary products indicated in the menu, and methods of their culinary processing must be provided.

6. If the goods being purchased by the consumer have been in use or the defect(s) has/have been eliminated in them, the consumer must be informed about this. In the case of the purchase of such goods, information on the defect(s) must be provided in the document confirming the fact of the purchase of goods.

7. When realizing confiscated goods or the goods turned into the state property in any other way, the consumer must be provided with information that the goods have been confiscated or otherwise turned into the state property.

8. If the seller (contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (performing works, delivering services), the consumer must be provided with information about the name, price of goods (works, services), and conditions for the storage of goods (work results), use of goods (results of works, services) if they differ from normal conditions for the storage of goods (work results), use of goods (results of works, services) or require special conditions for their storage, use.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

9. Information stipulated in [clauses 1-8, 10 and 12](#) of this Article, in Belarusian and/or Russian languages, shall be made clear and legible to the consumer in the documentation attached to the goods (works, services), on consumer packaging, labels or otherwise adopted for certain types of goods (works, services) unless otherwise provided for by international legal acts constituting the Law of the Eurasian Economic Union. Production and expiry dates of food products shall be applied to consumer packaging and/or labels, which are difficult to remove from consumer packaging. Information communicated or transmitted in a foreign language shall be deemed not to be provided unless it has been communicated or transmitted in a foreign language at the request of the consumer.

When [realizing](#) goods to the consumer (performing works, delivering services) based on the samples, descriptions of goods (works, services) contained in catalogues, prospectuses, advertisements, booklets or presented in photographs or other information sources, including the global computer network Internet, before the conclusion of an agreement, information stipulated in [sub-clauses 2.1, 2.5, 2.6, 2.9, 2.9-1 and 2.15 of clause 2](#) of this Article, as well as information on the delivery time of goods (works, services), the price and terms of payment for the delivery of goods shall be brought to the consumer in these information sources, including the global computer network Internet. Moreover, information on the price of goods (works, services) shall be provided in these information sources, including the global computer network Internet, in a font the size of which must not be less than half of the largest font used in the description of goods (works, services). Other information stipulated in [sub-clauses 2.2-2.4, 2.7, 2.8, 2.10-2.12, 2.13-1 and 2.16 of clause 2](#) of this Article may be communicated to the consumer verbally before the conclusion of an agreement, or at the request of the consumer, it may be communicated to him/her in writing by means specified in agreement of the Parties.

(clause 9 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

10. When realizing food products and other goods packaged and wrapped in consumer packaging at a place other than of their manufacture, in addition to the information specified in [clauses 2-4, 6 and 7](#) of this Article, the consumer shall be provided with information about the packer and wrapper. (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

11. In the event of the fee-based realization of goods to the consumer (execution of works, delivery of services), the seller (contractor) shall be obliged to give him/her a cash receipt or other document confirming payment for the goods (execution of works, delivery of services) in accordance with legislation. The requirements of this part shall not apply to cases where the seller (contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (performing works, delivering services).

An individual realizing goods as part of craft activities or realizing goods on the market (performing works, delivering services) shall be obliged, at the request of the consumer, to give him/her a document with information on the family name, first name, middle name (if any) of the seller (contractor); name, price of goods (works, services) certified by the signature of this individual. (clause 11 of Article 7 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

12. If legislation allows the realization of goods (execution of works, delivery of services) upon availability of [documents](#) established by legislation evidencing the quality and safety of goods (works, services), the seller (contractor) shall be obliged to present these documents, copies thereof, or prove the quality and safety of goods (works, services) using other means and according to the procedure established by legislation.

(clause 12 of Article 7 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 8. Information on Manufacturers (Contractors, Sellers)

1. The manufacturer (contractor, seller) organization shall be obliged to inform the consumer of its name (brand name) and location, the name of the retail facility (service facility), which realizes goods (performs works, delivers services) to the consumer if such a name does not match the name (brand name) of the organization, as well as opening hours of the retail facility (service facility) and other related information in accordance with legislation.

(Part 1 of clause 1, Article 8 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The manufacturer (contractor, seller) – an individual entrepreneur shall be obliged to provide the consumer with information about his/her family name, first name, middle name (if any), place of residence, working hours, name of the retail facility (service facility), which realizes goods (performs works, delivers services) to the consumer (if such a name is available), as well as state registration and the name of the body carried out his/her state registration as an individual entrepreneur and other related information in accordance with legislation.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Manufacturer (contractor, seller) – an individual, producing goods (realizing goods as part of craft activities or realizing goods on the market, performing works, delivering services), shall be obliged to provide the consumer with information about his/her family name, first name, middle name (if any).

(as worded in the Laws of the Republic of Belarus of October 29, 2015 [No. 313-3](#); of June 13, 2018 [No. 111-3](#))

2. If the [type\(s\)](#) of activity carried out by the manufacturer (contractor, seller) is subject to licensing, the consumer must be provided with information on the number of a special [permit](#) (license), its validity period, the state body or state organization issued this special permit (license), as well as at the request of the consumer and in other cases stipulated by legislation, an opportunity must be given

to them to familiarize themselves with the original or a copy of a special permit (license) issued according to the established procedure.

3. The manufacturer (contractor, seller) shall place information stipulated in [clause 1](#) of this Article on the [signboard](#) or in another accessible way adopted in the commercial, domestic and other types of consumer services, and information stipulated in [clause 2](#) of this Article in an accessible way in the place of location (place of residence) of the manufacturer (contractor, seller).
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Information stipulated in [clauses 1](#) and [2](#) of this Article shall be brought to the attention of the consumer when carrying out delivery and peddling trade, trade at the fair, on the market, as well as in other cases if retail trade, domestic services and other types of consumer services are carried out outside the place of location (place of residence) of the manufacturer (contractor, seller).
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

When [realizing](#) goods to the consumer (performing works, delivering services) based on the samples, descriptions of goods (works, services) contained in catalogues, prospectuses, advertisements, booklets or presented in photographs or other information sources, including the global computer network Internet, information stipulated in [clauses 1](#) and [2](#) of this Article must be brought to the attention of the consumer in these catalogues, brochures, advertisements, booklets or presented in photographs or other information sources, including the global computer network Internet.

4. Information stipulated in [clauses 1](#) and [2](#) of this Article shall be communicated to the consumer in Belarusian and/or Russian languages. Information communicated or transmitted in a foreign language shall be deemed not provided unless it has been communicated or transmitted in a foreign language at the request of the consumer.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 9. Working Hours of the Retail Facility (Service Facility), Seller (Contractor) Realizing Trade (Performing Works, Delivering Services) without (outside) the Retail Facility (Service Facility)
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. The seller (contractor) shall be obliged to establish working hours of the retail facility (service facility), as well as his/her own working hours in the event of realizing trade (performing works, delivering services) without (outside) the retail facility (service facility). Cases of the establishment of working hours in coordination with state bodies shall be determined by legislative acts.

Working hours of the retail facility (service facility), seller (contractor), realizing trade (performing works, delivering services) without (outside) the retail facility (service facility) shall be communicated to consumers and must comply with the established working hours.

If it is necessary to temporarily extend or suspend the operation of the retail facility (service facility), the seller (contractor), realizing trade (performing works, delivering services) without (outside) the facility (service facility), provided such extension or suspension of work are allowed by legislative acts, information on this shall be brought to the attention of consumers according to the [procedure](#) established by the Government of the Republic of Belarus.

2. The provisions of this Article shall not apply to cases where the seller (contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (performing works, delivering services).

Article 9-1. Payment for Goods (Works, Services)

(introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. Payments for goods (works, services) shall be made in cash and non-cash forms.

Consultant Plus: comment.

For legislative interpretation, see the [letter](#) of the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus of November 15, 2019 No. 10-23/1277K.

2. The seller (contractor) shall be obliged to provide the consumer with the right to choose the form of payment for goods (works, services) unless legislation allows the seller (contractor) not to make payments in a non-cash form when selling goods (performing works, delivering services) or provides for the seller's (contractor's) obligation to make payments when selling goods (performing works, delivering services) only in a non-cash form. The provisions of this clause do not apply to cases where the seller (contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (performing works, delivering services).

Consultant Plus: comment.

Official website of the information system "Single Settlement and Information Space": <https://raschet.by/>.

3. A consumer who pays for goods (works, services) via the automated information system of single settlement and information space shall have a right to confirm the fact of payment for goods (works, services) using the transaction account number in single settlement and information space. Information about the transaction number shall be placed in a document confirming the payment via the automated information system of single settlement and information space.

4. The seller (contractor) shall not be allowed to set different prices (tariffs) for one type of goods (works, services) depending on the form of payment for goods (works, services). In this case, the seller (contractor) may establish discounts, other forms of incentives for the realization of goods (works, services), as well as non-cash payments.

Article 9-2. Realization of Goods (Execution of Works, Delivery of Services) by the Gift Certificate or other Similar Document

(introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The seller (contractor) shall have a right to realize goods (perform works, deliver services) upon presentation of the gift certificate or other similar document certifying the right of a person presenting such a document (persons, if such a document stipulates its use by several persons) to receive goods (works, services) specified in such a document or in an amount equivalent to the amount of money indicated in such a document on the terms and according to the [procedure](#) established by the Government of the Republic of Belarus.

Article 10. Consumer Right to Free Choice of Goods (Works, Services)

1. The consumer shall have a right to free choice of goods (works, services) of appropriate quality at a convenient time for him/her, taking into account the working hours of the retail facility (service facility), of the seller (contractor) realizing trade (performing works, delivering services) without (outside) the retail facility (service facility).

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. The seller (manufacturer, contractor) shall be obliged to assist the consumer in free choice of goods (works, services).

3. Separate categories of consumers may be granted privileges and advantages of trade, domestic and other types of consumer services according to the procedure established by legislation.

4. Establishment of any other advantages, direct or indirect restrictions when choosing goods (works, services) shall not be allowed, except for the benefits or restrictions provided for by legislation.

Article 11. Consumer Right to the Proper Quality of Goods (Works, Services); Completeness, Quantity of Goods (Work Results)

1. If legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union provide for mandatory requirements for the quality of goods (works, services), the seller (manufacturer, contractor) shall be obliged to hand over to the consumer goods (perform works, deliver services) that meet these requirements.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. The consumer shall have a right to check the quality of goods (works, services), completeness, quantity of goods (work results), to demonstration in his/her presence of the working capacity, correct and safe use of goods (work results), provided this is possible due to the nature of goods (work results).

The seller (contractor) shall be obliged to demonstrate the working capacity of goods (work results) and hand over to the consumer goods (perform works, deliver services) the quality of which corresponds to the information provided on goods (works, services), legislative requirements, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union and agreement terms, as well as at the request of the consumer to provide him/her with necessary measuring instruments that have passed metrological control in accordance with [legislation](#) on ensuring the uniformity of measurements, documents confirming the quality of goods (results of works, services), their completeness, quantity.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. If legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union and/or an agreement specify no terms regarding the quality of goods (works, services), the seller (contractor) shall be obliged to hand over to the consumer goods (perform works, deliver services) that meet normal requirements and suitable for the purposes the goods (results of works, services) of this kind are normally used.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. If the seller (contractor) at the conclusion of an agreement has been informed by the consumer about the specific purposes related to the purchase of goods (performance of works, delivery of services), the seller (contractor) shall be obliged to hand over to the consumer goods (perform works, deliver services) of appropriate quality suitable for use according to these purposes.

5. When [realizing](#) goods to the consumer (performing works, delivering services) using the samples, descriptions of goods (works, services) contained in catalogues, prospectuses, advertisements, booklets or presented in photographs or other information sources, including the global computer network Internet, the seller (contractor) shall be obliged to hand over to the consumer goods (perform works, deliver services), the quality of which corresponds to such samples, descriptions, and also requirements of legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

6. The consumer shall have a right that goods (results of works, services) under the established terms of use of goods (results of works, services), the storage, transportation and disposal of goods (work results) are safe for life, health, heredity, consumer property and the environment. Requirements that must ensure the safety of goods (works, services) shall be mandatory and be established in accordance with legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

7. Excluded. – The [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3.

Article 12. Obligations of the Manufacturer (Contractor, Seller, Supplier, Representative) to Ensure the Safety of Goods (Works, Services)

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. The manufacturer (contractor, seller, supplier, representative) shall be obliged to ensure the safety of goods (work results) during the specified service life or shelf life of goods (work results).

If the manufacturer (contractor, supplier, representative) has not established the service life of goods (work results) and the realization of such goods (work results) is allowed without such a period, the manufacturer (contractor, seller, supplier, representative) shall be obliged to ensure the safety of goods (work results) within ten years from the realization date of goods (work results) to the consumer (clause 1 of Article 12 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. The manufacturer (contractor, seller, supplier, representative) shall be obliged to inform the consumer about the possible risk and terms of safe use of goods (results of works, services) by means of appropriate designations adopted in the Republic of Belarus and/or in international practice. If for the safe use of goods (results of works, services), storage, transportation or disposal of goods (work results) it is necessary to observe special rules, the manufacturer (contractor, supplier, representative) must specify them in the documentation attached to goods (results of works, services), on the label or in another way accessible (known) and understandable to the consumer, allowing him/her to check out these rules in due time, and the seller (contractor, supplier, representative) must communicate these rules to the consumer.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. The terms of the realization of goods manufactured in the territories exposed to radioactive contamination as a result of the Chernobyl disaster shall be regulated by [Article 29](#) of the Law “On the Legal Regime of the Territories Exposed to Radioactive Contamination as a Result of the Disaster at the Chernobyl Atomic Electric Power Station” of the Republic of Belarus of May 26, 2012.

(National Register of Legal Acts of the Republic of Belarus 2012, No. 63, 2/1937).

(clause 3 of Article 12 as worded in the [Law](#) of the Republic of Belarus of January 4, 2014 No. 106-3)

4. The realization of goods (performance of works, delivery of services) with defects the presence of which violate legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union mandatory for compliance with safety requirements shall be prohibited.

(clause 4 of Article 12 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Consultant Plus: comment.

[Instruction](#) on the procedure for withdrawal of products from circulation when establishing their non-compliance with legislative requirements of the Republic of Belarus in the field of sanitary and epidemiological population welfare was approved by the Resolution of the Ministry of Health of the Republic of Belarus of July 16, 2012 No. 98.

5. If upon observance of established rules governing the use of goods (results of works, services), storage, transportation or disposal of goods (work results), the consumer causes or may cause harm to life, health, heredity, property of the consumer and the environment, the manufacturer (contractor) must immediately suspend their production (realization) to eliminate the causes of harm and inform the representative, supplier, seller about this. The supplier (seller, representative) shall be obliged from the date of receipt of related information to immediately suspend the realization of goods. Within seven days from the date of suspension of production (realization) of goods (works, services), the manufacturer (contractor, supplier, representative) shall be obliged to inform the consumer via the mass media about the possible danger the goods (works, services) may pose to life, health, heredity,

consumer property and the environment. If the causes of harm cannot be eliminated, the manufacturer (contractor) must stop the production (realization) of such goods (works, services) and inform the representative, supplier, seller about this. The supplier (seller, representative) shall be obliged from the date of receipt of related information to stop the realization of goods immediately. Within seven days from the date of termination of the production (realization) of goods (works, services), the manufacturer (contractor, supplier, representative) shall be obliged to inform the authorized (competent) authorities of the Republic of Belarus responsible for the realization of state control (supervision) over compliance with technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union, as well as the consumer via the mass media. The manufacturer (contractor, seller, supplier, representative) shall be also obliged to take all necessary measures to remove the goods (work products) from circulation and recall them from the consumer.

Informing the consumer via the mass media about the goods (works, services) that pose a risk to his/her life, health, heredity, property and the environment shall be carried out at the expense of the manufacturer (contractor, supplier, representative).

(clause 5 of Article 12 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

6. If the manufacturer (contractor, seller, supplier, representative) fails to fulfil the obligations stipulated by [clause 5](#) of this Article, the discontinuation of goods (works, services) from production (realization), withdrawal of goods (work results) from circulation and recall from the consumer shall be carried out by the order of the related state body, as well as by court order. Losses incurred by the consumer due to the manufacturer's (contractor's, seller's, supplier's, representative's) failure to fulfil these obligations shall be compensated by the respective manufacturer (contractor, seller, supplier, representative) to the fullest extent.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Losses incurred by the consumer in connection with the recall of goods (works, services) shall be subject to compensation by the manufacturer (contractor, seller, supplier, representative) to the fullest extent.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 13. Rights and Obligations of the Manufacturer (Contractor, Seller, Supplier, Representative) to Establish the Service Life, Service Date, Shelf Life of Goods (Work Results), as well as the Warranty Period of Goods (Results of Works, Services)

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. The manufacturer (contractor, supplier, representative) shall be obliged to establish the service life of durable goods (work results), including component parts and components of the main product, which after a certain period of time may pose a risk to life, health, heredity, property of the consumer and the environment unless otherwise established by technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union. A [list](#) of such goods (work results) shall be established by the Government of the Republic of Belarus. Durable goods for which, in accordance with technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union, a service life must be established shall be subject to mandatory inclusion in this list.

2. For food products, perfume and cosmetic goods, the manufacturer must establish the expiry date in accordance with the requirements of technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

For medicines and other goods (work products), the consumer properties of which may deteriorate over time, the manufacturer (contractor, supplier, representative) shall be obliged to establish the expiry date and/or shelf life unless otherwise specified by technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

Consultant Plus: comment.

Responsibility for the realization or offer to the realization of goods with expired dates, shelf life, realization shall be established by [Part 2 of Article 12.17](#) of the Code on Administrative Offenses of the Republic of Belarus.

3. The realization of goods (work results) after the established expiry date and/or shelf life, service life, as well as goods (work results) for which the service life, expiry date and/or shelf life must be established, but have not been established, shall be prohibited. The realization of certain non-food products whose service life and/or shelf life have expired (except for medicines) may be permitted in accordance with the [procedure](#) established by the Government of the Republic of Belarus based on the findings of appropriate expertise of these goods. A [permit](#) for the further realization of goods whose service life and/or shelf life have expired must contain an indication of the period during which the goods are usable.

4. The manufacturer (contractor, supplier, representative) shall be obligated to establish the warranty period for goods (results of works, services) in cases and under the terms stipulated by legislation and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

The warranty period of goods manufactured outside the Republic of Belarus must not be shorter than the warranty period provided for by the legislation of the Republic of Belarus and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union for similar goods manufactured in the Republic of Belarus. If the manufacturer of goods produced outside the Republic of Belarus has established a shorter warranty period than the warranty period provided for by the legislation of the Republic of Belarus and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union for similar goods produced in the Republic of Belarus, the supplier (representative) shall be obliged to establish the warranty period for such goods provided for by the legislation of the Republic of Belarus and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union.

5. The seller shall be obliged to establish the warranty period for goods if the manufacturer (supplier, representative) has not fulfilled an obligation to establish it as provided for by legislation and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union or has not fulfilled it in an appropriate manner.

The seller shall have a right to establish an additional warranty period for goods in excess of the warranty period prescribed by legislation and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union and/or established by the manufacturer (supplier, representative), as well as the warranty period of goods for which the warranty period has not been established by the manufacturer (supplier, representative) and the obligation to establish it is not provided for by legislation and/or technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union. The seller shall not be entitled to establish or declare a shorter warranty period for goods than the warranty period established by the manufacturer (supplier, representative).

6. The requirements provided for in [part 1 of clause 2](#), [clause 4](#) and [part 1 of clause 5](#) of this Article shall not apply if the seller (manufacturer, contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (producing goods, performing works, delivering services).

Article 14. Obligations of the Manufacturer (Seller, Supplier, Contractor) to Ensure the Possibility of Using Goods (Work Results) According to their Intended Purpose, their Repair and Technical Maintenance

1. The manufacturer (supplier, contractor) shall be obligated to ensure the possibility of using goods (work results) for the intended purpose during their service life.

If the manufacturer (contractor, supplier) fails to fulfil an obligation to ensure the possibility of using goods (work results) for the intended purpose during their service life, the consumer shall have a right to terminate the contract, return goods (work results) and demand a refund of the amount paid for goods (work results) in accordance with [clause 4 of Article 27](#) and [clause 3 of Article 31](#) of this Law. (clause 1 of Article 14 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. The manufacturer (supplier) shall provide an opportunity for the repair and technical maintenance of goods, release and supply of spare parts to trade and repair organizations in the volumes and assortment necessary for repair and maintenance during the production period of goods; after their discontinuation – during the service life of goods, and in the absence of such a period – within ten years from the realization date of goods to the consumer.

The contractor shall provide the repair and technical maintenance of work results during the service life of work products and in the absence of such a period – within ten years from the date of work execution. (clause 2 of Article 14 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. If the manufacturer (supplier) fails to fulfil the obligations stipulated in [part 1 of clause 2](#) of this Article, the seller shall provide an opportunity for the technical maintenance (except for immovable property) and repair of goods during the warranty period, and if the warranty period has not been established or is less than two years – within two years from the realization date of goods to the consumer unless longer periods are established by legislation and/or the agreement. (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. The requirements of this Article shall not apply to cases where the seller (manufacturer, contractor) is an individual realizing goods as part of craft activities or realizing goods on the market (producing goods, performing works). (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Chapter 2 CIVIL LIABILITY FOR A VIOLATION OF CONSUMER RIGHTS

Article 15. Civil Liability of the Seller (Manufacturer, Supplier, Representative, Contractor, Repair Contractor) for a Violation of Consumer Rights

1. In cases of a violation of consumer rights, the seller (manufacturer, supplier, representative, contractor, repair contractor) shall be liable in accordance with legislation and/or the agreement.

The consumer shall have a right to make claims stipulated by this Law to the seller (manufacturer, supplier, representative, contractor, repair contractor) at his/her location (place of residence), as well as at the location of the retail facility (service facility) where the consumer rights have been violated. (clause 1 of Article 15 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Losses caused to the consumer shall be compensated in full and above a penalty provided for in legislation or agreement.

3. Payment of a penalty and the recovery of losses shall not exempt the seller (manufacturer, supplier, representative, contractor, repair contractor) from fulfilling his/her obligations in kind to the consumer.

4. The seller (manufacturer, supplier, representative, contractor, repair contractor) shall be exempt from liability for non-performance or improper performance of obligations if he/she proves that non-performance or improper performance of obligations has taken place due to force majeure, as well

as on other grounds excluding liability and provided for by this Law or other legislative acts.

5. The seller (supplier) shall have a right to demand the replacement of goods of substandard quality returned by the consumer from the manufacturer or supplier who has realized him/her such goods, as well as the recovery of losses incurred by the seller (supplier) in connection with the restoration of the violated consumer right unless otherwise provided for by normative legal acts of the President of the Republic of Belarus or under an agreement. In this case, the manufacturer or supplier who has realized goods to the seller (supplier) shall be exempt from liability if they prove that the defects in goods arise for reasons arising after the goods have been handed over to the seller (supplier).

Article 16. Civil Liability of the Seller (Manufacturer, Supplier, Representative, Contractor) for Misinformation about Goods (Works, Services)

1. If the consumer is not provided with an opportunity to immediately receive required and reliable information about goods (works, services) at the place of realization of goods (execution of works, delivery of services), the consumer shall have a right to demand from the seller (manufacturer, supplier, representative, contractor) the recovery of losses caused as a result of ungrounded reluctance to conclude an agreement, and if an agreement has been concluded, within a reasonable time period to require the seller (contractor) to terminate the agreement and return the money paid for goods (works, services) or from the manufacturer (supplier, representative) to require the return of the sum of money paid for goods, as well as the recovery of other losses.

Upon termination of the agreement and/or the return to the consumer of the sum of money paid for goods (works, services), in accordance with [part 1](#) of this clause the consumer shall be obliged to return goods (work products if possible based on their nature) to the seller (manufacturer, contractor).

Upon termination of the agreement and/or the return to the consumer of the sum of money paid for goods (works, services), in accordance with [part 1](#) of this clause the seller (manufacturer, supplier, representative, contractor) shall not be entitled to require the consumer to present an identification [document](#), except where at the conclusion of the agreement the data of the document verifying the consumer's identity have been used.

(Part 3 of clause 1, Article 16 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

If during the realization of goods to the consumer by the samples, descriptions of goods contained in catalogues, prospectuses, advertisements, booklets or presented in photographs or other information sources, including the global computer network Internet, the consumer is not provided with an opportunity to obtain required and reliable information about goods at the time of delivery of goods, the consumer shall have a right to reject the purchase of goods with no reimbursement of expenses associated with the delivery of such goods to the seller.

2. The consumer shall be entitled to make demands provided for in [clauses 1-3, 5 and 6 of Article 20](#) and [clauses 1, 3 and 4 of Article 31](#) of this Law upon the seller (manufacturer, supplier, representative, contractor) who has not provided the consumer with an opportunity to obtain required and reliable information about goods (works, services) and for those defects in goods (results of works, services) that arise after the transfer of goods (results of works, services) to the consumer in relation to which the consumer will prove that they have arisen due to the lack of such information.

3. If failure to provide (the provision of false or insufficient) information about goods (works, services) has resulted in harm to life, health, heredity or property of the consumer, he/she shall be entitled to place demands on the seller (manufacturer, supplier, representative, contractor) in accordance with [Article 17](#) of this Law.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. When considering consumer demands for the recovery of losses caused by failure to provide

required and reliable information about products (works, services), one should proceed from the assumption that the consumer does not have special knowledge of the properties and characteristics of goods (works, services).

5. In the event of a dispute between the consumer and the seller (manufacturer, supplier, representative, contractor) about reliability of information provided on goods (works, services), the seller (manufacturer, supplier, representative, contractor) shall be obliged to conduct expertise of the accuracy of information at his/her own expense according to the [procedure](#) established by the Government of the Republic of Belarus. The consumer must be notified of the place and time of expertise in writing. The consumer shall have a right to participate in expertise in person or through his/her representative, as well as challenge the conclusion of expertise in court. If as a result of expertise it has been established that there are no violations on the part of the seller (manufacturer, supplier, representative, contractor), the consumer shall be obliged to reimburse expertise costs to the seller (manufacturer, supplier, representative, contractor).

Consultant Plus: comment.

The procedure to compensate for harm caused as a result of defects in goods, works or services shall be established by [Paragraph 3 of Chapter 58](#) of the Civil Code of the Republic of Belarus.

Article 17. Compensation for Harm Caused as a Result of Defects in Goods (Works, Services), Inaccurate or Insufficient Information about Goods (Works, Services)

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. Harm caused to life, health, heredity or property of the consumer due to constructive, prescription or other defects in goods (works, services), as well as due to inaccurate or insufficient information about goods (works, services), shall be subject to full compensation by the manufacturer (contractor, seller, supplier, representative) regardless of his/her fault and whether the consumer has been in contractual relationships with him/her or not.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Harm caused as a result of defects in goods (results of works, services), as well as due to inaccurate or insufficient information about goods (works, services), shall be subject to compensation if it has occurred within the established expiry dates or service life of goods (work results) and in the absence thereof within ten years from the date of production of goods (execution of works, delivery of services).

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. If in violation of the requirements of legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union, the expiry date or service life of goods (work results) has not been established or a person the goods have been sold to (works have been performed for) has not been warned about required actions upon the expiry date or service life of goods (work results) and possible consequences if the specified actions have not been performed, harm shall be subject to compensation regardless of the time of its infliction.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. Harm caused due to defects in goods, as well as due to inaccurate or insufficient information about goods, shall be subject to compensation by the seller (manufacturer) of goods at the consumer's choice. In case of economic insolvency (bankruptcy) of the seller (manufacturer), suspension or termination of his/her activity, no reliable information with the consumer about the seller (manufacturer) or in the case of the manufacturer's location (residence) outside the Republic of Belarus, the consumer shall have a right to place demands for the recovery of harm to the supplier, his/her representative

(clause 4 of Article 17 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. Harm caused due to the substandard work or service, as well as inaccurate or insufficient information about works or services, shall be compensated by the contractor.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

6. The manufacturer (contractor) shall be liable for harm caused to life, health, heredity or property of the consumer in connection with the use of materials, equipment, tools and other means in the production of goods (execution of works, delivery of services) regardless of the fact whether the level of scientific and technical knowledge of the manufacturer (contractor) has allowed to identify their special properties and characteristics or not.

7. The manufacturer (contractor, seller), as well as the supplier, representative in the cases referred to in [clause 4](#) of this Article shall be exempt from liability if they prove that the harm arises as a result of the consumer's violation of established rules for the use of goods (results of works, services), storage, transportation of goods (work products) or actions of third parties or force majeure.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 18. Compensation for Moral Harm

1. Moral harm caused to the consumer as a result of a violation by the manufacturer (seller, supplier, representative, contractor, repair contractor) of consumer rights provided for by legislation shall be compensated by the harm-doer if he/she is guilty unless otherwise provided for in legislative acts.

2. Moral harm shall be compensated irrespective of property damage subject to compensation. Moral harm shall be compensated in monetary form.

3. The amount of compensation for moral harm shall be determined by court depending on the nature of physical and moral suffering inflicted on the consumer, as well as on the degree of guilt of the harm-doer in the event that his/her guilt constitutes the basis for harm compensation. In determining the amount of compensation for moral harm, the requirements for reasonableness and fairness must be taken into account.

4. The nature of the physical and moral suffering inflicted on the consumer shall be assessed by court, taking into account the factual circumstances in which the moral harm has been caused and the individual characteristics of the consumer.

Article 19. Invalidity of Agreement Terms Restricting Consumer Rights

1. The agreement terms, restricting consumer rights in comparison with the rights established by this Law and other consumer legislation, shall be considered void.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. To condition the purchase of goods (works, services) by the obligatory purchase of other goods (works, services) shall be prohibited. Losses caused to the consumer as a result of a violation of his/her right to free choice of goods (works, services) shall be compensated in full by the seller (contractor).

3. The seller (contractor) shall not be entitled to perform additional works (services) provided for a fee without the consent of the consumer. The consumer shall have the right to repudiate payment for such works (services), and if they have already been paid, to demand from the seller (contractor) the return of the paid amount.

Chapter 3 PROTECTION OF CONSUMER RIGHTS IN REALIZATION OF GOODS TO THEM

Article 20. Consumer Rights in Case of Realization of Substandard Quality Goods (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. In the case of the realization of substandard quality goods, provided that their defects have not been agreed upon by the seller, the consumer shall have a right at his/her choice to demand:

- 1.1. replacement of substandard goods with the goods of good quality;
- 1.2. proportionate reduction of the purchase price of goods;
- 1.3. immediate gratuitous elimination of defects in goods;
- 1.4. reimbursement of expenses to eliminate defects in goods.

2. In the event that defects have been discovered in goods whose properties do not allow eliminating these defects (food products, household chemical goods, etc.), the consumer shall have a right to demand, at his/her option, the replace of such goods with the goods of good quality or a proportionate reduction of the purchase price.

3. Instead of placing demands specified in [clauses 1](#) and [2](#) of this Article, the consumer shall have a right to terminate the retail sales agreement and demand a refund of the money paid for the goods in accordance with [clause 4](#) of [Article 27](#) of this Law. The consumer must return, at the request and expense of the seller, the received goods of substandard quality. The consumer shall have a right to return such goods without consumer packaging.

4. The claims specified in [clauses 1-3](#) of this Article shall be made by the consumer to the seller.

5. The consumer shall have a right to place demands specified in [sub-clauses 1.1, 1.3](#) and [1.4](#) of [clause 1](#) of this Article to the manufacturer.

Instead of placing demands specified in [part 1](#) of this clause, the consumer shall have a right to demand from the manufacturer a return of the money paid for goods in accordance with [clause 4](#) of [Article 27](#) of this Law. The consumer must return, at the request and expense of the manufacturer, the received goods of substandard quality. The consumer shall have a right to return such goods without consumer packaging.

6. In case of economic insolvency (bankruptcy) of the seller (manufacturer), suspension or termination of his/her activity, no reliable information with the consumer about the seller (manufacturer), or in the case of the manufacturer's location (residence) outside the Republic of Belarus, the consumer shall have a right to place demands specified in [sub-clauses 1.1, 1.3](#) and [1.4](#) of [clause 1](#) of this Article to the supplier, representative.

If the supplier, representative fails to satisfy the consumer demands made in accordance with [part 1](#) of this clause, the consumer shall have a right to return substandard quality goods to the supplier, representative and demand the return of the amount paid for the goods in accordance with [clause 4](#) of [Article 27](#) of this Law. The consumer shall have a right to return such goods without consumer packaging.

7. With respect to technically complex or high-value goods, the consumer shall have a right to place demands specified in [sub-clause 1.1](#) of [clause 1](#), [clause 3](#), [part 2](#) of [clause 5](#) and [part 2](#) of [clause 6](#) of this Article within thirty days from the date of transfer of goods by the seller to the consumer. Upon the expiry of the specified period, such demands may be placed by the consumer in the case where significant defects have been detected in goods or the terms of the gratuitous elimination of defects in

goods provided for in [part 1 of clause 1 of Article 22](#) of this Law have been violated. A [list](#) of such technically complex goods shall be approved by the Government of the Republic of Belarus.

8. When returning to the consumer the sum of money paid for goods, the seller (manufacturer, supplier, representative) shall not be entitled to retain the amount from it by which the cost of goods has decreased due to the full or partial use of goods, loss of their marketable style or other similar circumstances, as well as to require from the consumer to show an identification [document](#) unless the data of the consumer's identification document were used when concluding the agreement.

9. The consumer shall have a right to make a demand for the immediate gratuitous elimination of defects in goods by the repair contractor.

10. If the consumer has no document confirming the fact of the purchase of goods, it shall not be a reason for refusing to satisfy his/her demand.

To confirm the fact of the purchase of goods, witness testimony, elements of consumer packaging on which there are marks confirming that the purchase of goods has been made from this seller, as well as documents and other types of evidence indicating the purchase of goods from this seller, can be used.

11. The seller (manufacturer, supplier, representative) shall be obliged to accept the goods of substandard quality from the consumer, and if necessary, to check the quality of goods, including with the involvement of a repair contractor. The seller (manufacturer, supplier, representative) shall be obliged to inform the consumer about his/her right to participate in the quality check of goods, and if such a check cannot be carried out immediately, also about the place and time of the quality check of goods. Upon receipt of goods from the seller (manufacturer, supplier, representative), the repair contractor shall be obliged to conduct such a check within three days from the date of receipt of goods for the quality check of goods.

In the event of a dispute between the consumer and the seller (manufacturer, supplier, representative) about the presence of defects in goods and the reasons for their occurrence, the seller (manufacturer, supplier, representative) shall be obliged to carry out expertise of goods at his/her own expense according to the [procedure](#) established by the Government of the Republic of Belarus. The consumer must be notified of the place and time of expertise in writing.

Expertise expenses shall be covered by the seller (manufacturer, supplier, representative). If as a result of expertise of goods it is established that the defects of goods are absent or have occurred after the transfer of goods to the consumer as a result of a violation of the established rules for use, storage, transportation of goods or actions of third parties or force majeure, the consumer shall be obliged to reimburse expertise costs to the seller (manufacturer, supplier, representative), as well as transportation expenses associated with its execution.

The consumer shall have the right to take part in the quality check and expertise of goods in person or through his/her representative, to challenge the conclusion of the expertise of goods in court, as well as in the event of a dispute between the consumer and the seller (manufacturer, supplier, representative) about the existence of defects in goods and the reasons for their occurrence to hold expertise of goods at his/her own expense. If as a result of the expertise of goods carried out at the expense of the consumer, it is established that the defects occurred prior to the transfer of goods to the consumer or for reasons arising before the moment of their transfer, the seller (manufacturer, supplier, representative) shall be obliged to reimburse expertise expenses to the consumer, as well as transportation expenses associated with its execution.

12. If the defects in goods are discovered by the consumer during the warranty period, the seller (manufacturer, supplier, representative) shall hold responsibility for the defects in goods unless he/she proves that they have occurred after the seller's transfer of goods to the consumer due to violation of

established rules for use, storage, transportation of goods or actions of third parties or [force majeure](#).

If the warranty period is less than two years and the defects in goods have been discovered by the consumer after the warranty period, but within two years from the date of the seller's transfer of goods to the consumer, the seller (manufacturer, supplier, representative) shall be responsible for the defects of goods if the consumer proves that defects of goods arose before their transfer to the consumer or for reasons arising before the moment of their transfer.

The seller (manufacturer, supplier, representative) shall be responsible for the defects in goods for which the warranty period has not been established if the consumer proves that the defects in goods arose before their transfer to the consumer or for reasons arising before the transfer.

13. The return of bulky goods or goods weighing more than five kilograms of substandard quality to the seller (manufacturer, supplier, representative), as well as the delivery of such goods for the gratuitous elimination of defects, a proportionate reduction in the purchase price, their replacement and return to the consumer shall be carried out by and at the expense of the seller (manufacturer, supplier, representative, repair contractor). If this obligation has not been fulfilled and if the seller (manufacturer, supplier, representative, repair contractor) does not have his/her location place (place of residence) or branches or representation offices, other separate subdivisions in the locality that is the place of residence of the consumer, delivery and return of specified goods may be carried by the consumer. In this case, the seller (manufacturer, supplier, representative) shall be obliged to reimburse the expenses associated with the delivery and return of specified goods to the consumer.

14. When the consumer transfers goods to the seller (manufacturer, supplier, representative) in connection with the exercise of a right provided for in [sub-clause 1.1](#) of [clause 1](#) of this Article, as well as the quality check of goods or expertise of goods, an act on the transfer of goods shall be drawn up according to the [form](#) established by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus.

15. In case the consumer fails to appear to collect goods after the quality check of goods, expertise of goods or gratuitous elimination of defects in goods, the seller (manufacturer, supplier, representative, repair contractor) shall have a right to recover after warning the consumer in writing and after two months from the date of directing such a warning the losses incurred in connection with the storage of goods from the consumer unless the consumer could not collect goods for good reason.

Article 21. Time Limits for Placing Demands by the Consumer in Relation to the Defects in Goods

1. The consumer shall have a right to place demands provided for in [Article 20](#) of this Law on the seller (manufacturer, supplier, representative, repair contractor) regarding the defects in goods during the warranty period or shelf life of goods. If the warranty period has been established by the seller according to [part 2](#) of [clause 5](#) of [Article 13](#) of this Law, demands regarding the defects in goods discovered during the specified warranty period shall be made by the consumer to the seller. (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

In relation to goods for which warranty periods or expiry dates have not been established or the warranty periods of which are less than two years, the consumer shall have a right to place demands on the seller (manufacturer, supplier, representative) if defects have been discovered within two years from the date of the seller's transfer of such goods to the consumer, and in respect of the immovable property – within three years from the date of their transfer by the seller to the consumer, provided that longer periods have not been established by legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union and/or under the agreement.

(Part 2 of clause 1, Article 21 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. The warranty period of goods shall be calculated from the date of the seller's transfer of goods

to the consumer unless otherwise provided for in [clauses 3 and 4](#) of this Article, other legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union or under the agreement. If it is impossible to establish the transfer date of goods, this period shall be calculated from the manufacture date of goods. If the manufacture date of goods indicates only the month and year or the year of the manufacture of goods, the last day of the month or year, respectively, shall be considered as the date of their manufacture.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. For seasonal goods (clothes, fur products, etc.), warranty periods shall be calculated from the date the corresponding season starts: from April 1 – for goods of the spring-summer assortment and from October 1 – for goods of the autumn-winter assortment. For seasonal shoes, the warranty periods of wearing shall be calculated: for winter ones – from November 15, spring and autumn ones – from March 1 and September 15, and summer ones – from May 1. Rules for calculating the warranty periods of seasonal goods of a different seasonal classification shall be established by legislation. The warranty period shall be terminated with the onset of another season. If defects in seasonal goods have been discovered during their use before the onset of the corresponding season, the warranty period shall be calculated from the day of the use of such goods declared by the consumer.

4. If goods require special installation (connection) or assembly, the warranty period shall be calculated from the date of their installation (connection) or assembly. If the consumer is deprived of an opportunity to use goods due to circumstances depending on the seller (when goods require special installation (connection) or assembly, which the seller or the organization (individual entrepreneur) authorized by him/her must exercise under the agreement, or they have defects, or they cannot be used by the consumer for other reasons, the warranty period shall not be calculated until the seller eliminates such circumstances. If the day of delivery, installation (connection) or assembly of goods, the elimination of circumstances depending on the seller due to which the consumer cannot use goods for their intended purpose is impossible to determine, this period shall be calculated from the date the agreement has been concluded.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. Warranty periods may be established for assembly parts and components of the main product. Warranty periods for assembly parts and components of the main product shall be calculated in the same manner as the warranty period for the main product.

Unless otherwise provided for in the agreement, warranty periods for the component product and the component part of the main product (except for the component product and component part of the main product subject to periodic replacement) shall be considered to be established of the same duration as the warranty period for the main product.

In the case where the warranty period is shorter for the component product, component part of the main product (except for the component product and component part of the main product subject to periodic replacement) than for the main product, the consumer shall have a right to place demands related to the defects in the component product, component part of the main product if detected during the warranty period for the main product unless otherwise provided for under the agreement.

If longer warranty periods have been established for the component product, the component part of the main product than the warranty period for the main product, the consumer shall have a right to place demands related to product defects if defects in the component product, component part of the main product have been discovered during their warranty period, regardless of the expiry date of the warranty period for the main product.

6. If production, prescription and other defects not related to wear, aging and other physical processes in goods have been found after two years from the date of the seller's transfer of goods to the consumer and in respect of immovable property – three years from the date of its transfer by the seller to the consumer if longer periods have not been established by legislation and/or under the

agreement, the consumer shall have a right to place demands provided for in [sub-clauses 1.1, 1.3 and 1.4 of clause 1](#) and [part 2 of clause 5 of Article 20](#) of this Law on the manufacturer if he/she proves that the defects arose before the transfer of goods to the consumer or for the reasons arising before this moment. The specified demands may be made if defects in goods have been found within the service life established for goods or within ten years from the date of the transfer of goods to the consumer if the service life has not been established. In the event of the manufacturer's economic insolvency (bankruptcy), suspension or termination of his/her activity, no reliable information with the consumer about the manufacturer, or in the case of the manufacturer's location (residence) outside the Republic of Belarus, the consumer shall have a right to place demands provided for in [sub-clauses 1.1, 1.3 and 1.4 of clause 1 of Article 20](#) of this Law also on the supplier, the representative within the service life established for goods or within ten years from the date of the transfer of goods to the consumer if the service life has not been established. If the supplier, the representative fails to satisfy the specified demands, the consumer shall have a right to return goods of substandard quality to the supplier, representative, respectively, and demand the return of the money paid for goods according to [clause 4 of Article 27](#) of this Law. The consumer shall have a right to return such goods without consumer packaging.

(as worded in the Laws of the Republic of Belarus of May 2, 2012 [No. 353-3](#); of June 13, 2018 [No. 111-3](#))

7. The expiry date of goods shall be calculated from the manufacture date of goods. The service life of the goods shall be calculated from the transfer date of goods to the consumer unless otherwise provided for by legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union. If it is impossible to establish the transfer date of goods, the service life of goods shall be calculated from the manufacture date of goods.

(clause 7 of Article 21 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 [No. 111-3](#))

Article 22. Gratuitous Elimination of Defects in Goods by the Seller (Manufacturer, Supplier, Representative, Repair Contractor)

1. Discovered defects in goods must be eliminated by the seller (manufacturer, supplier, representative, repair contractor) gratuitously and immediately. In the event that it is not possible to eliminate defects in goods immediately, the maximum period for their elimination may not exceed fourteen days from the day the consumer makes a demand to eliminate the defects in goods. By written agreement with the consumer, this period may be extended, but not more than for thirty days.

The repair contractor shall be obliged upon receipt of goods from the seller (manufacturer, supplier, representative) for the elimination of defects in goods to eliminate the defects, taking into account the time periods specified in [part 1](#) of this clause.

(clause 1 of Article 22 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 [No. 111-3](#))

2. In the case of the gratuitous elimination of defects in durable goods, the consumer shall have a right to place a demand on the manufacturer or seller to provide similar goods gratuitously for the repair period to the consumer for their temporary use. The manufacturer or seller shall be obliged to satisfy the consumer's demand within three days from the date it has been made, as well as ensure the delivery of such goods at his/her own expense to the consumer. The [procedure](#) for the provision of such goods, as well as a [list](#) of durable goods this requirement does not apply to, shall be established by the Government of the Republic of Belarus.

The provisions of this clause shall not apply to cases where the seller (manufacturer) is an individual realizing goods as part of craft activities or realizing goods on the market (producing goods).

(as worded in the [Law](#) of the Republic of Belarus of October 29, 2015 [No. 313-3](#))

3. In the event of the gratuitous elimination of defects in goods, the warranty period shall be extended for the period during which the goods have not been used. The specified period shall be calculated from the day the consumer makes a demand for the gratuitous elimination of defects in

goods until the day of their release on completion of their repair, and if the consumer fails to appear for the release of goods on time – until the day the consumer has been notified of the completion of repairs.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. In case of the gratuitous elimination of defects in goods by replacing the component product or component part of the main product for which warranty periods have been established with a new component product or component part of the main product, warranty periods of the same duration as for the replaced ones shall be established, which are calculated from the date of release of these goods to the consumer upon completion of repairs.

5. Upon the gratuitous elimination of defects in goods, the repair contractor shall fill out a warranty card handed over to the consumer with the goods at the time of their purchase, and in the absence thereof, a document shall be issued confirming the gratuitous elimination of defects in goods according to the [form](#) established by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus.

(clause 5 of Article 22 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 23. Replacement of Substandard Quality Goods

1. In the event that the consumer has discovered defects in goods and demands to replace such goods, the seller (manufacturer, supplier, representative) shall be obligated to replace such goods immediately, and if an additional quality check of such goods is required from the seller (manufacturer, supplier, representative) – to replace them within fourteen days from the date the specified requirement has been made.

If the seller (manufacturer, supplier, representative) does not have the goods, which require replacement, on the day the consumer demands their replacement, the seller (manufacturer, supplier, representative) must replace such goods within a month from the date the specified requirement has been made. If the seller (manufacturer, supplier, representative) does not have the goods of this model (brand, type, article, etc.) for reasons beyond his/her control, the seller (manufacturer, supplier, representative) must provide him/her with similar goods of another model (brand, type, article, etc.) upon consent of the consumer.

2. The consumer shall have a right to demand from the seller or manufacturer to provide the consumer for the replacement period with similar goods for their gratuitous temporary use. The seller or the manufacturer shall be obliged to satisfy the consumer's demand within three days from the date of its submission, as well as to ensure the delivery of such goods at his/her own expense to the consumer.

The [procedure](#) for the provision of such goods, as well as a [list](#) of durable goods this requirement does not apply to shall be established by the Government of the Republic of Belarus.

The provisions of this clause shall not apply to cases where the seller (manufacturer) is an individual realizing goods as part of craft activities or realizing goods on the market (producing goods).
(as worded in the [Law](#) of the Republic of Belarus of October 29, 2015 No. 313-3)

3. Substandard quality goods should be replaced with new ones, that is with the goods that have not been in use.

4. When replacing goods, the warranty period shall be calculated anew from the transfer date of goods to the consumer.

Article 24. Consumer Rights in Case of Violation of the Terms for the Transfer of Prepaid Goods by the Seller

1. An agreement stipulating the consumer's obligation to prepay for goods must contain the time period term for the transfer of goods to the consumer.

2. In the event that the seller after receiving the advance payment amount fails to fulfil an obligation on the transfer of goods to the consumer within the time period established by the agreement, the consumer shall at his/her discretion be entitled to demand:

2.1. transfer of paid goods within new time limits set by him/her;

2.2. refund of the advance payment amount for the goods not transferred by the seller.

3. The consumer shall also have a right to demand full compensation for the losses caused to him/her as a result of the failure to comply with the time limits for the transfer of prepaid goods established by the agreement.

4. In case of non-compliance with the time limits for the transfer of prepaid goods established by the agreement, the seller must pay down interest to the consumer on the advance payment amount equivalent to the [refinancing interest rate](#) of the National Bank of the Republic of Belarus established on the day of interest payment or on the day of the court decision if the demand for the interest payment has not been satisfied voluntarily.

Interest shall be paid from the day the goods were supposed to be transferred to the consumer under the agreement to the day of the transfer of goods to the consumer, or to the day the prepayment has been returned to the consumer unless a shorter period is established for the interest calculation under the agreement.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. The consumer's demand to return the advance payment amount and fully compensate for losses shall be subject to immediate satisfaction by the seller. If it is not possible to satisfy the consumer's demand immediately, the maximum period to satisfy the consumer's demand may not exceed seven days from the date the corresponding demand has been made.

Settlements with the consumer upon the return of the advance payment amount shall be carried out in the same form the advance payment has been made unless otherwise provided for in the agreement of the Parties.

When returning the advance payment amount to the consumer, the seller shall not be entitled to require that the consumer shows an identification [document](#) unless during the conclusion of an agreement the document data were used to confirm the consumer's identity.

(clause 5 of Article 24 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

6. Consumer demands established by [clauses 2](#) and [3](#) of this Article shall not be subject to satisfaction if the seller proves that the failure to comply with the time limits for the transfer of prepaid goods to the consumer occurred due to the fault of the consumer or as a result of the actions of third parties or force majeure.

Article 25. Time Periods to Satisfy Individual Consumer Demands in Case of the Purchase of Substandard Quality Goods by Them

1. Consumer demands for a proportionate reduction in the purchase price of substandard quality goods, reimbursement of expenses for the elimination of defects in goods by the consumer or a third party, termination of the retail sale agreement and/or return of the amount of money paid for

substandard quality goods shall be satisfied by the seller (manufacturer, supplier, representative) immediately. If it is not possible to satisfy the consumer's demand immediately, the maximum period to satisfy the consumer's demand may not exceed seven days from the day the corresponding demand has been made, and if required, to carry out expertise within fourteen days

2. Consumer demands to recover the losses caused to him/her in connection with defects in goods and/or the termination of the retail sales agreement or the return of substandard quality goods to the seller (manufacturer, supplier, representative) shall be immediately satisfied by the seller (manufacturer, supplier, representative), or if it is not possible to satisfy the consumer demands – within seven days from the day the consumer confirms the amount of losses.

Article 26. Responsibility of the Seller (Manufacturer, Supplier, Representative, Repair Contractor) for the Delay in Fulfilling of Consumer Demands in the Event of the Purchase of Substandard Quality Goods by Them

1. For failure to comply with the time limits provided for in [clause 1](#) and [part 1 of clause 2 of Article 22](#), [clause 1](#) and [part 1 of clause 2 of Article 23](#), [part 1 of clause 5 of Article 24](#), [Article 25](#) of this Law, as well as for failure to satisfy (in case of a delay in satisfying of) the consumer's demand to provide similar goods for the period of repairs (replacement) to him/her, the seller (manufacturer, supplier, representative, repair contractor) who has allowed such violations, shall pay a penalty for every day of delay to the consumer in the amount of one percent of the cost of goods.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The cost of goods shall be determined on the basis of the cost of goods of the same model (brand, type, article, etc.) available at the seller at the time of payment of a penalty by the seller (manufacturer, supplier, representative, repair contractor) or on the day of a court decision unless the demand has been satisfied voluntarily. If on the day of the realization of goods to the consumer their cost was higher than the cost of the goods of the same model (brand, type, article, etc.) at the time a penalty was paid or on the day a court decision was made, the amount of a penalty shall be determined based on the cost of goods on the day of their realization to the consumer.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

If the seller does not have the goods of the same model (brand, type, article, etc.), the cost of goods shall be determined in accordance with the [procedure](#) established by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus.
(Part 3 of [clause 1](#), [Article 26](#) introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. In case of failure to satisfy of the consumer's demand within the time periods stipulated by [clause 1](#) and [part 1 of clause 2 of Article 22](#), [clause 1](#) and [part 1 of clause 2 of Article 23](#), [part 1 of clause 5 of Article 24](#), [Article 25](#) of this Law, the consumer shall have a right at his/her own discretion to make other demands provided for in [clauses 1-3](#), [5](#), [6](#) and [9 of Article 20](#) of this Law.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 27. Settlements with the Consumer in the Event of the Purchase of Substandard Quality Goods by Them

1. When replacing substandard quality goods with the goods of the same model (brand, type, article, etc.), the cost of the goods shall not be recalculated.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. When replacing substandard quality goods with similar goods of another model (brand, type, article, etc.) and if the cost of goods subject to replacement is lower than the cost of goods provided in exchange, the consumer must pay the difference in value. If the cost of goods subject to replacement is

higher than the cost of goods provided in exchange, the difference in value shall be paid to the consumer. The cost of goods subject to replacement shall be determined at the time of replacement, and if the seller (manufacturer, supplier, representative) fails to satisfy the consumer's demand, the cost of goods subject to replacement and the cost of goods provided in exchange shall be determined at the time of a court's decision to replace the goods.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. If the consumer demands a proportionate reduction in the purchase price of goods, the cost of goods at the time the consumer submits such a demand shall be taken into account and if not satisfied voluntarily – at the time of a court's decision on the proportionate reduction in the purchase price.

4. Upon termination of the agreement and/or the return of the sum of money paid for substandard quality goods to the consumer, the sum of money paid for the goods shall be reimbursed, as well as the difference between the cost of goods established by the agreement and the cost of corresponding goods at the time of voluntary satisfaction of the consumer's demand, and if the demand is not satisfied voluntarily – at the time of a court's decision.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Settlements with the consumer when returning the sum of money paid for goods shall be carried out in the same form as the payment for goods unless otherwise provided for by the agreement of the Parties.

(Part 2 of clause 4, Article 27 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. In the event that the agreement is terminated, the amount paid for the goods in the amount of the credit lock-in by the day of the return of goods shall be returned to the consumer to whom the goods have been sold on credit, and the credit fee and the difference between the cost of goods established by the agreement and the cost of corresponding goods at the time of voluntary satisfaction of his/her demand shall be reimbursed, and if the demand is not satisfied voluntarily – at the time of a court's decision.

6. When making settlements in accordance with clauses 2-5 of this Article and if the seller at the time of voluntary satisfaction of the consumer's demand or a court's decision fails to have the goods of the same model (brand, type, article, etc.), the cost of goods shall be determined according to the [procedure](#) established by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus. (clause 6 of Article 27 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 28. Consumer's Right to Exchange and Return Proper Quality Goods

1. The consumer shall have a right within fourteen days from the moment of transfer of non-food goods to him/her, provided that a longer period has not been declared by the seller, at the purchase place or other places declared by the seller to return proper quality goods or exchange them for similar goods of other size, shape, dimension, style, colour or configuration/accessory, making in the event of the difference in price the required recalculation for the seller.

2. The consumer's demand for the exchange or return of goods shall be satisfied if the goods have not been in use, their consumer properties are preserved and there is evidence of their purchase from this particular seller. In the event of exchange or return of goods, the consumer shall be obliged to return goods in consumer packaging if the goods have been sold in such packaging.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. A [list](#) of non-food goods of proper quality, which are not subject to exchange and return, shall be approved by the Government of the Republic of Belarus.

4. If the consumer returns goods of proper quality, his/her demand to refund the sum of money

paid for the goods shall be immediately satisfied by the seller. If it is not possible to satisfy the consumer's demand immediately, the maximum period for satisfying the demand may not exceed seven days. If the specified time limits have not been met, the seller shall pay the consumer a penalty for every day of delay in the amount of one percent of the cost of goods on the day of their realization to the consumer.

Settlements with the consumer upon the return of the sum of money paid for goods shall be made in the same form as the payment for goods unless otherwise stipulated by agreement of the Parties.

When returning the sum of money paid for goods to the consumer, the seller shall not be entitled to require the consumer to show an identification document unless the data of the consumer's identification document were used during the conclusion of an agreement.

(clause 4 of Article 28 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. Food products of proper quality shall not be subject to exchange and return.

6. The provisions of this Article shall not apply to cases where the seller is an individual realizing goods as part of craft activities or realizing goods on the market.

(as worded in the [Law](#) of the Republic of Belarus of October 29, 2015 No. 313-3)

Chapter 4 PROTECTION OF CONSUMER RIGHTS DURING THE EXECUTION OF WORKS (DELIVERY OF SERVICES)

Article 29. Execution Period for Works (Services)

1. The Contractor shall be obliged to perform works (deliver services) within the period established by the agreement unless otherwise provided for by legislation.

2. Time limits for the performance of works (delivery of services) shall be determined by the date/period the performance of works (delivery of services) must be completed, and/or the date/period the contractor must start the performance of works (delivery of services). By agreement of the Parties, the agreement may also provide for the dates determining the start and completion of individual stages of works (services).

Article 30. Implications Resulting from Non-compliance with the Time Limits for the Execution of Works (Delivery of Services) by the Contractor

1. If the contractor has failed to comply with the time limits for the performance of works (delivery of services), certain stages of the performance of works (delivery of services), as well as other periods stipulated by the agreement, or during the performance of works (delivery of services) it becomes apparent that they will not be completed on time, the consumer shall at his/her discretion have a right to:

1.1. set new time limits for the contractor;

1.2. entrust the performance of works (delivery of services) to third parties at a reasonable price or do them in-house and require the contractor to recover the costs incurred;

1.3. demand a proportionate reduction in the price set for the performance of works (delivery of services);

1.4. terminate the agreement on the performance of works (delivery of services).

2. The consumer shall also have a right to demand full compensation for the losses incurred in connection with non-compliance with the time limits for the performance of works (delivery of services).

3. New time limits for the performance of works (delivery of services) set by the consumer shall be specified in the agreement for the performance of works (delivery of services).

In case of failure to comply with new time limits, the consumer shall have a right to place other demands on the contractor provided for in [clause 1](#) of this Article.

4. The amount of money returned to the consumer upon termination of the agreement on the performance of works (delivery of services), as well as the cost of works performed (services delivered) taken into account when satisfying the consumer's demand for its proportional reduction, shall be determined at the time the consumer places a demand, and if it is not satisfied voluntarily – at the time of a court's decision.

Settlements with the consumer upon termination of the agreement on the performance of works (delivery of services) shall be carried out in the same form the payment for works (services) has been made according to, unless otherwise provided by agreement of the Parties.

When terminating the agreement on the performance of works (delivery of services) and returning the amount of money paid to the consumer, the contractor shall not be entitled to require the consumer to show an identification [document](#) unless the data of the consumer's identification document were used during the conclusion of an agreement.

(clause 4 of Article 30 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

5. Upon termination of the agreement on the performance of works (delivery of services), the contractor shall not be entitled to demand the reimbursement of expenses incurred by him/her during the performance of works (delivery of services), as well as payment for the works already performed (services delivered) unless the consumer has accepted the works performed (services delivered).

6. In case of non-compliance with the time limits set for the performance of works (delivery of services) or new time limits set by the consumer in line with [clause 1](#) of this Article, the contractor shall pay the consumer a penalty in the amount of one percent of the value of the performance of works (delivery of services) per day (per hour if the time limits are set in hours) of delay, and if the value of the performance of works (delivery of services) is not determined by the agreement on the performance of works (delivery of services) – in the amount of one percent of the total price of the order. The agreement on the performance of works (delivery of services) between the consumer and the contractor may stipulate a higher penalty.

A [penalty](#) for non-compliance with the time limits for the commencement of works (delivery of services), their stages shall be exacted per day (per hour if the time limits are set in hours) of delay until the commencement of works (delivery of services) or placing demands by the consumer provided for in [clause 1](#) of this Article.

A penalty for non-compliance with the time limits for the completion of works (delivery of services), their stages shall be exacted per day (per hour if the time limits are set in hours) of delay until the completion of works (delivery of services) or making of demands provided for in [clause 1](#) of this Article by the consumer.

The amount of a penalty shall be determined on the basis of the value of the performance of works (delivery of services), and if the indicated value has not been determined – on the basis of the total price of the order at the time of the voluntary satisfaction of such a demand by the contractor or on the day of a court's decision if the consumer's demand has not been voluntarily satisfied.

7. Consumer demands provided for in [clause 1](#) of this Article shall not be satisfied if the contractor proves that failure to comply with the time limits for the performance of works (delivery of services) has occurred due to the fault of the consumer or as a result of the actions of third parties or force majeure.

Article 31. Consumer Rights in Case of Defects Identified in Works Performed (Services Delivered)

1. If there are any deviations from the agreement terms that worsen the result of works (services), or other defects in the works performed (services delivered), the consumer shall have a right to demand at his/her own discretion:

1.1. the gratuitous elimination of defects in the works performed (services delivered);

1.2. a proportionate decrease in the established value of the works performed (services delivered);

1.3. the gratuitous manufacture of another item from the homogeneous material of the same quality or re-execution of works (redelivery of services), if possible. In this case, the consumer shall be obliged to return the item previously transferred to him/her by the contractor;

1.4. reimbursement of the expenses incurred by him/her associated with the elimination of defects in the works performed (services delivered) using his/her resources or by third parties.

2. Satisfying consumer demands for the gratuitous elimination of defects, the manufacture of another item or re-execution of works (redelivery of services) shall not discharge the contractor from liability in the form of a [penalty](#) for non-compliance with the time limits for the execution of works (delivery of services).

3. The consumer shall have a right to terminate the agreement on the performance of works (delivery of services) and demand the return of the amount paid for the works performed (services delivered) if the defects in the works performed (services delivered) established by [clause 1](#) of [Article 32](#) of this Law or under the agreement terms have not been eliminated by the contractor. The consumer shall also have a right to terminate the agreement on the performance of works (delivery of services) and demand a refund of the amount paid for the works performed (services delivered) if he/she has discovered significant defects in the works performed (services delivered) or deviations from the agreement terms worsened the result of works (services).

Settlements with the consumer upon termination of the agreement on the performance of works (delivery of services) shall be made in the same form the payment for works (services) has been made according to unless otherwise provided for in agreement of the Parties.

When terminating the agreement on the performance of works (delivery of services) and returning the amount paid to the consumer, the contractor shall not be entitled to require the consumer to show an identification [document](#) unless the data of the consumer's identification document were used in the conclusion of an agreement.

(clause 3 of Article 31 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. The consumer shall also have a right to demand full compensation for the losses caused to him/her in connection with defects in the works performed (services delivered) and/or the termination of the agreement on the performance of works (delivery of services) and the refund of the sum of money paid for the works performed (services delivered), and payment of a penalty if deviations from the agreement terms have worsened the result of works (services) or other defects in the works performed (services delivered) have not been eliminated within the time period established by the agreement or are substantial.

5. The amount of money returned to the consumer upon termination of the agreement on the performance of works (delivery of services), as well as the cost of the works performed (services delivered) taken into account when satisfying the consumer's demand for its proportional reduction shall be determined at the time the consumer makes a demand, and if it is not satisfied voluntarily – at the time of a court's decision.

6. Demands related to defects in the works performed (services delivered) may be placed upon acceptance of the works performed (services delivered) or during the performance of works (delivery of services), or if it is not possible to discover defects upon acceptance of the works performed (services delivered) within the time period established by this clause and [clauses 7-10](#) of this Article.

When the consumer makes demands related to defects in the works performed (services delivered), the contractor must perform a quality check of the result of works performed (services delivered if the nature of services allows this).

In the event of a dispute between the consumer and the contractor arising in relation to defects in the works performed (services delivered) or due to them, the contractor must conduct expertise of the result of the works performed (services delivered if the nature of services allows this) at his/her own expense according to the [procedure](#) established by the Government of the Republic of Belarus. The consumer must be notified of the place and time of expertise in writing. The consumer shall have a right to participate in the quality check and expertise of the result of the works performed (services delivered) in person or through his/her representative, and in the event of a dispute between the consumer and the contractor arising in relation to defects in the works performed (services delivered) or due to them, carry out expertise of the result of the works performed (services delivered) at his/her own expense.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The consumer shall have a right to challenge expertise findings on the result of works performed (services delivered) in court.

If as a result of the expertise of the product of works performed (services delivered) carried out at the expense of the contractor it has been found that there are no violations on the part of the contractor or of a causal relationship between the actions of the contractor and the defects discovered, the consumer shall be obliged to reimburse expertise expenses to the contractor, as well as transportation costs associated with its execution and related to the product of works performed. If as a result of the expertise of the product of works performed (services delivered) carried out at the expense of the consumer, violations have been found on the part of the contractor or of a causal relationship between the actions of the contractor and the defects discovered, the contractor shall be obliged to reimburse expertise expenses to the consumer, as well as transportation costs associated with its execution and related to the product of works performed.

(Part 5 of clause 6, Article 31 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The consumer shall have a right to place demands related to defects in the works performed (services delivered) if they have been discovered during the warranty period, and if it has not been established – within two years from the date of acceptance of the works performed (services delivered) or three years in relation to immovable property defects.

7. The demand for the gratuitous elimination of defects in the works performed (services delivered), which may pose a risk to life, health, heredity, property of the consumer and the environment, may be submitted by the consumer or his/her legal successor within ten years from the date of the acceptance of the result of works (services) unless the procedure established by legislation, technical regulations of the Customs Union, technical regulations of the Eurasian Economic Union stipulates longer periods (service life). Such demand can be made regardless of the moment these defects have been discovered, including if they have been discovered after the warranty period.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

8. The contractor shall be responsible for defects in the works performed (services delivered) for the result of which a warranty period has not been established if the consumer proves that they have arisen before their acceptance or for the reasons arising before this moment.

In relation to works performed (services delivered) for the result of which a warranty period has been established, the contractor shall be responsible for their defects unless he/she proves that they have arisen after the acceptance of works (services) by the consumer as a result of violations of the rules for using the result of works (services), storage, transportation of the result of works or actions of third parties or force majeure.

9. In the event that a warranty period established under the agreement for the result of works (services) is less than two years (less than three years for immovable property) and defects in the works performed (services delivered) have been discovered by the consumer after the expiry of a warranty period, but within two years (three years for immovable property), the consumer shall be entitled to make demands provided for in [clause 1](#) of this Article unless he/she proves that the defects have arisen before the acceptance of the result of works (services) by him/her or for reasons arising before this moment.

10. In the event that significant defects in the works performed (services delivered) have been discovered, the consumer shall have a right to present one of the demands provided for in [clause 1](#) of this Article to the contractor if he/she proves that the defects have arisen before the acceptance of the result of works (services) or for reasons arising before this moment. This demand may be presented if the specified defects have been discovered after two years (three years for immovable property) from the day of the acceptance of the result of works (services), but within the service life established for the product of works (services) or within ten years from the day of acceptance of the result of works by the consumer if the service life has not been established.

11. A warranty period of the result of works (services) shall be calculated from the moment the result of works has been transferred to the consumer (end of services delivered).

12. The service life of the result of works shall be calculated from the day the works have been completed.

Article 32. Time Limits for Eliminating of Defects in the Works Executed (Services Delivered)

1. Defects in the works performed (services delivered) must be eliminated by the contractor within fourteen days unless a longer period has been agreed upon by the Parties.

2. For failure to comply with the time limits stipulated by [clause 1](#) of this Article for eliminating of defects in the works performed (services delivered), the contractor shall pay a penalty per day (per hour if the period is specified in hours) of delay to the consumer in the amount of one percent of the value of the works performed (services delivered), and if the value of the performance of works (delivery of services) is not specified in the agreement on the performance of works (delivery of services) – in the amount of one percent of the total price of the order. The agreement on the performance of works (delivery of services) between the consumer and the contractor may establish a higher penalty.

3. In case of failure to comply with the specified time limits, the consumer shall have a right to place other demands on the contractor provided for in [clause 1](#) and [part 1 of clause 3 of Article 31](#) of this Law.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 33. Terms to Satisfy Individual Consumer Demands during the Execution of Works (Delivery of Services)

1. Consumer demands for a proportionate reduction in the value of the works performed (services delivered), reimbursement of expenses for the elimination of defects in the works performed (services delivered) using his/her own resources or by third parties, or on the performance of works (delivery of services) using his/her own resources or by third parties in connection with non-compliance with the time limits stipulated under the agreement by the contractor, as well as the termination of the agreement on the performance of works (delivery of services) and the return of the amount paid for the works performed (services delivered) shall be subject to satisfaction within seven days from the date the related demand has been placed, and if required, expertise – within fourteen days.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Consumer demands for the gratuitous manufacture of another item from the homogeneous material of the same quality or for re-execution of works (redelivery of services) shall be subject to satisfaction within the time limits established for the urgent performance of works (delivery of services), and if the time limits have not been established – within the time limits stipulated under the agreement on the performance of works (delivery of services), which has been unduly executed.

3. Consumer demands to compensate the losses incurred due failure to comply with the time limits for the performance of works (delivery of services), defects in the works performed (services delivered) and/or the termination of the agreement on the performance of works (delivery of services) and the return of the amount of money paid for the works performed (services delivered), except for demands to reimburse expenses provided for in [clause 1](#) of this Article, shall be subject to satisfaction within seven days from the date of the consumer's confirmation of the amount of losses.

4. For failure to comply with the time limits provided for in [clauses 1-3](#) of this Article, to satisfy individual demands of the consumer, the contractor shall pay a penalty per day (per hour if the time limits are specified in hours) of delay to the consumer in the amount of one percent of the value of the performance of works (delivery of services), and if the value of the performance of works (delivery of services) is not specified in the agreement on the performance of works (delivery of services) – in the amount of one percent of the total price of the order. The agreement on the performance of works (delivery of services) between the consumer and the contractor may establish a higher penalty.

5. In case of failure to comply with the time limits provided for in [clauses 1-3](#) of this Article, the consumer shall be entitled to present other demands to the contractor provided for by [clause 1](#) of [Article 30](#) and [clause 1](#) and [part 1](#) of [clause 3](#) of [Article 31](#) of this Law.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 34. Cost Estimate or Calculation of the Works Executed (Services Delivered)

1. For the performance of works (delivery of services) stipulated under the agreement on the performance of works (delivery of services), a fixed or rough estimate or calculations may be made. The preparation of such an estimate or calculations at the request of the consumer or contractor shall be mandatory.

2. The contractor shall not be entitled to demand an increase of the fixed estimate, and the consumer – to reduce it, including and in the event where the possibility of providing the full amount of works to be performed (services to be delivered) or the related expenses was excluded at the moment of the conclusion of the agreement unless otherwise provided for by this Article, as well as by the laws and normative legal acts of the President of the Republic of Belarus.
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. In case of a substantial increase in the cost of materials and equipment that must be provided by the contractor, as well as the services delivered to him/her by third parties that could not be

envisaged at the conclusion of the agreement, the contractor shall have a right to demand an increase of the fixed estimate made, and if the consumer rejects to fulfil this demand – terminate the agreement by a court order.

4. If the performance of additional works (delivery of additional services) is required and for this reason the rough estimate is substantially exceeded, the contractor shall be obliged to notify the consumer about it in writing and in a timely manner. If the consumer has not given consent to the exceeded rough estimate, he/she shall have a right to terminate the agreement. In this case, the contractor may require him/her to pay for the part of works performed.

The contractor who has failed to warn the consumer about the need to exceed the rough estimate in a timely manner, shall be obliged to fulfil the agreement retaining the right to be paid for works (services) within the rough estimate.

Article 35. Execution of Works (Delivery of Services) from the Contractor's Material

1. The contractor shall be obliged to perform works (deliver services) established by the agreement on the performance of works (delivery of services) from his/her material and using his/her own resources unless otherwise stipulated under the agreement.

The contractor who has provided material for the performance of works (delivery of services) shall be responsible for their proper quality according to the rules governing the seller's responsibility in relation to the goods of good quality.

2. The contractor's material shall be covered in full by the consumer upon the conclusion of the above agreement or in the amount determined by the agreement on the performance of works (delivery of services) subject to final settlement upon acceptance by the consumer of the result of works performed (services delivered) by the contractor unless another procedure of settlements for the contractor's material is stipulated by agreement of the Parties.

3. In cases stipulated by the agreement on the performance of works (delivery of services), the material may be provided to the consumer on credit by the contractor. A subsequent change in the cost of the material provided by the contractor on credit shall not entail recalculations.

4. The material of the contractor and technical facilities, tools and other required for the performance of works (delivery of services) shall be delivered to the location of the performance of works (delivery of services) by the contractor unless otherwise stipulated under the agreement.

Article 36. Execution of Works (Delivering of Services) from the Consumer's Material (with their Item)

1. If the performance of works (delivery of the services) is carried out entirely or partially from the consumer's material (using an item), the contractor shall be responsible for the safety of this material (item) and its economical and practical use.

2. An agreement on the performance of works (delivery of services) or other document confirming the fact of the performance of works (delivery of services) shall indicate the exact name, description and cost of the consumer's material (item) determined by agreement of the Parties.

3. The contractor must:

3.1. warn the consumer about the impropriety or substandard quality of the material (item) transferred by the consumer;

3.2. submit a report on the use of the material and return its remainder or with the consent of the consumer reduce the cost (estimate) of works taking into account the cost of the unused material

remaining with the contractor.

4. In the event of complete or partial loss (damage) of the material (item) received from the consumer, the contractor shall be obliged to replace it with the homogeneous material (item) of similar quality within three days and, at the request of the consumer, make a product from the homogeneous material (item) within the agreed period, and if it is not possible, to compensate double cost of the lost (damaged) material (item) to the consumer, as well as for the expenses incurred by the consumer.

5. The cost of the lost (damaged) material (item) shall be determined on the basis of the cost of the material (item) that existed in the place where the consumer's demand must be satisfied by the contractor on the day of the voluntary satisfaction of such a demand or on the day of a court's decision if the consumer's demand was not voluntarily satisfied.

6. The contractor shall be exempt from liability for the entire or partial loss (damage) of the material (item) accepted by him/her from the consumer, if he/she proves that the consumer was warned by him/her about the special properties and characteristics of the material (item) that could entail its entire or partial loss (damage).

The Contractor shall not be exempt from liability in the event that the level of his/her scientific and technical knowledge has not allowed to identify the special properties and characteristics of the material (item).

Article 37. Contractor's Duty to Inform the Consumer about Circumstances that May Affect the Quality of Works Executed (Services Delivered) or Entail the Failure to Complete them in Due Time

1. The Contractor shall be obliged to inform the consumer in writing and in a timely manner that compliance with the instructions of the consumer and other circumstances that depend on the consumer may lower the quality of works performed (services delivered) or entail the failure to complete them on time.

2. If the consumer, despite timely and reasonable informing by the contractor, within the agreed time period has not replaced unsuitable or substandard material, has not changed the instructions on how to perform works (deliver services), or has not eliminated other circumstances that may lower the quality of works performed (services delivered), the contractor shall be entitled to terminate the contract on the performance of works (delivery of services) and demand compensation for the losses caused to him/her.

Article 38. Procedure of Settlements for Works Executed (Services Delivered)

1. The procedure of settlements or the works performed (services delivered) shall be determined by an agreement between the consumer and the contractor.

2. The consumer shall be obliged to pay in full for the works performed (services delivered) by the contractor after their acceptance by the consumer. The consumer shall be entitled to pay for works (services) upon conclusion of an agreement in full or by an advance payment.

Article 38-1. Consumer's Right to Repudiate an Agreement on the Execution of Works (Delivery of Services)

(introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. The consumer shall be entitled to unilaterally repudiate an agreement on the performance of works (delivery of services), provided that the contractor covers the expenses actually incurred by him/her unless otherwise provided for by legislation.

2. If the amount of money paid by the consumer under an agreement on the performance of

works (delivery of services), which the consumer has repudiated, exceeds the expenses actually incurred by the contractor for the execution of such an agreement, the contractor shall be obliged to return the consumer the amount of money paid by him/her under the agreement on the performance of works (delivery of services) minus the expenses actually incurred by the contractor within fourteen days from the date the corresponding demand has been made unless a shorter period is provided for by such an agreement.

3. For violation of the time period provided for in [clause 2](#) of this Article, the contractor shall pay a penalty per day of delay to the consumer in the amount of one percent of the cost of works (services), and if the cost of works (services) is not determined by the agreement on the performance of works (delivery of services) – in the amount of one percent of the total cost of an order. An agreement on the performance of works (delivery of services) between the consumer and the contractor may establish a higher penalty.

Article 39. Rules of Domestic or other Types of Consumer Services

The rules of domestic and other types of consumer services (the performance of certain types of works, delivery of certain types of services) shall be approved by the Government of the Republic of Belarus unless otherwise established by the President of the Republic of Belarus.

Article 40. Regulation of Individual Types of Works (Individual Types of Services)

Specifics of the relationship between consumers and contractors under agreements on the performance of works (delivery of services) that by their nature do not fall under the scope of this Chapter, as well as the consequences of nonfulfilment or improper fulfilment of such agreements, shall be determined by legislation.

Chapter 5

STATE PROTECTION OF CONSUMER RIGHTS

Article 41. State Bodies, other State Institutions Exercising Consumer Rights

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

State bodies, other state organizations that protect consumer rights within the powers stipulated by legislation shall:

consider consumer appeals in accordance with legislation on appeals of citizens and legal persons;

inform consumers on issues within their competence in the field of consumer protection;

coordinate with the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus draft normative legal acts on consumer protection issues;

provide, within the limits of their competence and on demand, information on incoming consumer appeals and other information to the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus;

take, within the limits of their competence other measures to protect the rights of consumers provided for by legislation.

Article 42. Powers of the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus in the Field of Consumer Right Protection

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1. The Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus shall:
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.1. direct proposals to government bodies on the cancellation or amendment of normative legal acts adopted by them, which are in contradiction with legislation on the consumer protection;

1.1-1. coordinate the activities of republican government bodies, other state organizations subordinate to the Government of the Republic of Belarus, local executive and administrative bodies in the field of consumer protection;

(sub-clause 1.1-1 of Article 42 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.2. direct instructions to manufacturers (sellers, suppliers, representatives, contractors, repair contractors) on stopping of consumer rights violations;

1.3. upon identification of cases of the realization of goods (works, services) to consumers without providing required and reliable information, or with the expired dates and/or shelf life, service life of goods (work results), or with no indication of such periods, provided that their setting is mandatory, direct instructions to manufacturers (sellers, suppliers, representatives, contractors, repair contractors) to suspend the production for and/or the realization of such goods (works, services) to consumers or to stop the realization of such goods (works, services) until the elimination of committed violations;

1.4. direct materials to bodies authorized to draw up protocols on administrative offenses and/or to initiate criminal proceedings on the grounds of crimes related to violation of consumer rights provided for by this Law upon the detection of data indicating elements of an administrative offense or a crime related to a violation of consumer rights;

1.5. have a right to file a claim to court on the protection of rights of an indefinite range of consumers in case of a violation of consumer rights;

1.6. direct materials on a violation of consumer rights to the state body or other state organization that has issued special [permits](#) (licenses) or other authorization documents to implement the related type of activities, to resolve the issue of suspension, termination of such documents or their cancellation (revocation);

(sub-clause 1.6 of Article 42 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.7. explain the issues related to the application of this Law and other legislation on the protection of consumer rights;

(sub-clause 1.7 of Article 42 as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.8. exercise other rights to protect consumer rights provided for by legislation.

2. Officials of the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus in the exercise of their official duties in the field of consumer protection shall have a right in accordance with the established procedure to pay unimpeded visits to government bodies and other organizations, as well as individual entrepreneurs, taking into account their working hours.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. State bodies and other organizations, as well as individual entrepreneurs, shall be obliged at the request of the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus to provide information required for the exercise by the Ministry of the powers stipulated by this Law.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

4. Decisions on the consumer protection adopted by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus within its competence shall be binding on all state bodies, other organizations, individual entrepreneurs and other individuals.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Article 43. Powers of Local Executive and Regulatory Bodies in the Field of Consumer Protection

1. In order to protect the rights of consumers, local executive and administrative bodies shall be obliged to:

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

consider consumer appeals in accordance with legislation on appeals of citizens and legal persons;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

organize legislative clarification and advise the population on consumer protection issues;

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

upon identification of goods (works, services) of substandard quality, as well as posing a risk to life, health, heredity, consumer property and the environment, immediately inform republican government bodies (their territorial bodies) about this within the scope of their competence;

(as worded in the [Law](#) of the Republic of Belarus of May 2, 2012 No. 353-3)

direct instructions to manufacturers (sellers, suppliers, representatives, contractors, repair organizations) on stopping of consumer rights violations;

if cases of the realization of goods (works, services) to consumers without providing required and reliable information, or with expired dates and/or shelf life, service life of goods (work results), or without specifying such terms, provided that their setting is mandatory, have been revealed, direct instructions to manufacturers (sellers, suppliers, representatives, contractors, repair contractors) to suspend the production and/or the realization to consumers of such goods (works, services) or to stop the realization of such goods (works, services) to the consumer until the elimination of committed violations;

direct materials to the bodies authorized to draw up protocols on administrative offenses and/or to initiate criminal proceedings on the grounds of crimes related to a violation of consumer rights provided for by this Law upon the detection of data indicating elements of an administrative offense or a crime related to a violation of consumer rights;

file a claim to court on the consumer protection;

carry out other functions on the consumer protection provided for by legislation.

2. Organizations, individual entrepreneurs shall be obliged, upon the request of local executive and administrative bodies, to provide information required to handle appeals of consumers, other citizens and organizations on consumer protection issues in accordance with legislation on appeals of citizens and legal persons, as well as to respond to critical materials on consumer protection issues in the state-run media, except for information the dissemination and/or provision of which is limited.

(clause 2 of Article 43 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

3. The local executive and administrative body shall determine among its staff members and within the established numbers an employee coordinating the activities of structural units of the local executive and administrative body on the protection of consumer rights, as well as ensuring that the local executive and administrative body performs the functions provided for by [clause 1](#) of this Article.

(clause 3 of Article 43 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

Consultant Plus: comment.

On the practical application by courts of legislation in considering the cases of consumer protection see the [Resolution](#) of the Plenum of the Supreme Court of the Republic of Belarus of June 24, 2010 No. 4.

Article 44. Judicial Protection of Consumer Rights

1. The protection of consumer rights by a judicial procedure shall be carried out in accordance with legislative acts.

2. In satisfying a claim related to violated consumer rights, provided that the local executive and administrative body or the public consumer association files a lawsuit for the consumer protection, the court shall collect a penalty from the manufacturer (seller, supplier, representative, contractor, repair contractor) for failure to comply with the voluntary procedure for satisfying of consumer requirements to the local budget at the place of lawsuit handling and in the amount of one hundred percent of the amount awarded by the court in favour of the consumer.

In the event that a public consumer association comes forward with a lawsuit to protect consumer rights, ten percent of a penalty shall be transferred to the association.

3. In satisfying a claim related to a violation of rights of an indefinite range of consumers, the court shall oblige the manufacturer (seller, supplier, representative, contractor, repair organization) to bring the court decision to the attention of consumers at a certain time period via the mass media or otherwise.

Article 45. Appeal of Instructions and Decisions of Authorized State Bodies on the Consumer Right Protection

1. Manufacturers (sellers, suppliers, representatives, contractors, repair contractors) shall have a right to file a lawsuit in court on invalidating entirely or partially the orders and decisions that are not normative legal acts of the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus and other state bodies exercising the state protection of consumer rights within the scope of their competence.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

2. Appealing orders and decisions according to the established procedure within the time periods provided for by legislation shall suspend their execution.

Chapter 6 PUBLIC PROTECTION OF CONSUMER RIGHTS

Article 46. Right of Consumers to Establish Public Consumer Associations

Consumers shall have a right to organize themselves in public consumer associations on a voluntary basis exercising their activities in accordance with legislation.

Article 47. Rights of Public Consumer Associations

1. Public consumer associations shall have a right to:

1.1. participate in the development of draft regulatory documents establishing requirements for the quality of goods (works, services), draft legislation and other normative legal acts regulating

relations in the field of consumer protection;

1.2. study the consumer properties of goods (works, services), the demand for them, conduct population surveys to identify public opinion of the quality of manufactured goods (works performed, services delivered);

1.3. carry out expertise of goods (works, services) upon a violation of consumer rights or in the interests of an indefinite range of consumers, including for the reliability of information provided by the seller (manufacturer, contractor) about goods (works, services) according to the [procedure](#) established by the Government of the Republic of Belarus, as well as participate in such expertise;

1.4. submit proposals to republican government bodies, local executive and administrative bodies on measures to improve the quality of goods (works, services), comply with pricing rules, discontinue, withdraw from circulation of goods (works, services) hazardous to life, health, heredity, property of the consumer and the environment; on the prohibition of inappropriate advertising and information misleading the consumer, termination of the realization of goods (works, services) to consumers at unjustifiably high prices;
(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.5. carry out outreach activities in the field of consumer protection;

1.5-1. carry out publishing activities in the field of consumer protection according to the procedure established by legislation;
(sub-clause 1.5-1 of Article 47 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

1.6. give free advice to consumers on the protection of their rights;
(sub-clause 1.6 of Article 47 as worded in the [Law](#) of the Republic of Belarus of May 2, 2012 No. 353-3)

1.7. direct to state bodies in accordance with their established competence materials for bringing to responsibility of persons guilty of the release and realization to consumers of goods (performance of works, delivery of services) that do not comply with the established requirements for the quality of goods (works, services), as well as materials on a violation of consumer rights provided for by legislation;

1.8. apply to prosecution bodies with proposals for bringing protests against the acts of state bodies that contradict consumer protection legislation;

1.9. apply on behalf of the consumer with a complaint against the manufacturer (seller, supplier, representative, contractor, repair organization) to eliminate violations and compensate the consumer for the losses caused by these violations;

1.10. apply to court to protect consumer rights, represent and defend the rights and legitimate interests of the consumer (an indefinite range of consumers) in court;

1.11. file a lawsuit in court for declaring the actions of the manufacturer (seller, supplier, representative, contractor, repair contractor) unlawful, the agreement terms invalid in relation to an indefinite range of consumers and to terminate these actions.

2. Public consumer associations may have other rights provided for by legislative acts.

Article 48. Specifics of Exercise of Particular Rights of Public Consumer Associations

(introduced by the Law of the Republic of Belarus of May 2, 2012 No. 353-3)

1. A public consumer association shall appeal on behalf of the consumer with a complaint against the manufacturer (seller, supplier, representative, contractor, repair organization) to eliminate violations and compensate the consumer for the losses caused by these violations; shall apply to court

with a lawsuit to protect consumer rights, represent and defend in court the rights and legitimate interests of the consumer on the basis of an agreement on the gratuitous provision of services concluded with the consumer in writing.

2. Expenses of the public consumer association related to a complaint submitted at the instruction of the consumer against the manufacturer (seller, supplier, representative, contractor, repair contractor) to eliminate violations and compensate the consumer for the losses caused by these violations, filing a lawsuit in court to protect consumer rights and representing and defending in court the rights and legitimate interests of the consumer shall be subject to compensation by the manufacturer (seller, supplier, representative, contractor, repair contractor):

upon the written request of the public consumer association after the manufacturer (seller, supplier, representative, contractor, repair contractor) has satisfied a claim the public consumer association appealed with at the instruction of the consumer, or after the decision of a court in favour of the consumer unless the public consumer association raised such a claim when applying to court with a lawsuit to protect consumer rights;

by decision of a court made on the lawsuit to protect consumer rights filed by the public consumer association.

In the cases provided for in [paragraph 2 of part 1](#) and [part 3](#) of this clause, the manufacturer (seller, supplier, representative, contractor, repair contractor) shall be obliged to satisfy a claim of the public consumer for the reimbursement of expenses within fourteen days from the date of its receipt. (as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

In the event that a claim for the protection of consumer rights brought by the public consumer association has been partially satisfied by court, the expenses of the public consumer association related to bringing a claim for the protection of consumer rights to court, representing and defending the rights and legitimate interests of the consumer in court shall be subject to reimbursement proportionally to satisfied demands.

(Part 3 of clause 2, Article 48 introduced by the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

The expenses of the public consumer association provided for by [part 1](#) of this clause shall be subject to reimbursement by the manufacturer (seller, supplier, representative, contractor, repair contractor) if the consumer has placed a demand on the manufacturer (seller, supplier, representative, contractor, repair contractor) before applying to the public consumer association to restore his/her violated right and there is evidence of the refusal to satisfy the demand.

Confirmation of the manufacturer's (seller's, supplier's, representative's, contractor's, repair contractor's) refusal to satisfy demands of the consumer are as follows:

a written response of the manufacturer (seller, supplier, representative, contractor, repair contractor) containing the refusal to satisfy the consumer's demand;

a copy of the consumer's written request with a notice of the written request service to the manufacturer (seller, supplier, representative, contractor, repair contractor) or with the manufacturer's (seller's, supplier's, representative's, contractor's, repair contractor's) acknowledgement of the written request receipt if the written request has not been considered within the time limits established by legislative acts;

a note stating the reasons for the refusal to satisfy the comments and/or suggestions of the consumer set forth in the [book](#) of comments and suggestions;

comment and/or suggestion of the consumer in the [book](#) of comments and suggestions, if such a

comment and/or suggestion have not been considered within the time limits established by legislative acts;

other confirmation of the manufacturer's (seller's, supplier's, representative's, contractor's, repair contractor's) refusal to satisfy consumer demands.

3. A public consumer association shall have a right to give advice to the consumer on the protection of his/her rights, apply on behalf of the consumer with a complaint against the manufacturer (seller, supplier, representative, contractor, repair contractor) to eliminate violations and compensate the consumer for the losses caused by these violations, apply to court with a lawsuit to protect consumer rights, represent and defend the rights and legitimate interests of the consumer (an indefinite range of consumers) in court, provided that an employee of the public consumer association exercising the indicated rights of this public association has a [Certificate](#) of Attestation. Certification of an employee of the public consumer association shall be carried out for the assessment of knowledge of consumer protection legislation according to the procedure established by the Government of the Republic of Belarus.

4. An approximate [form](#) of the agreement on the gratuitous delivery of services, the [scope](#) of expenses of the public consumer association subject to compensation by the manufacturer (seller, supplier, representative, contractor, repair contractor) shall be established by the Ministry of Antimonopoly Regulation and Trade of the Republic of Belarus.

(as worded in the [Law](#) of the Republic of Belarus of June 13, 2018 No. 111-3)

President of the Republic of Belarus

A.Lukashenko

**Non-binding translation*