

**LAW**  
**OF THE REPUBLIC OF ARMENIA**

Adopted on 26 June 2001

**ON PROTECTION OF CONSUMER RIGHTS**

This Law shall regulate the relations arising between consumers and producers (executors, sellers) during sales of goods (performing works, providing services), prescribes the rights of acquiring by consumers of goods (works, services) having proper quality and being safe for life and health of consumers, receipt of information on goods (works, services) and on the producers (executors, sellers) thereof, the state and public protection of consumer interests, as well as prescribes the mechanism for realisation of the mentioned rights.

**CHAPTER 1**

***GENERAL PROVISIONS***

**Article 1. Main concepts**

The main concepts used in this Law shall be as follows:

*consumer* — a citizen having an intention to order or acquire goods (works, services) envisaged exclusively for personal, family, household or other use, not related to entrepreneurial activity;

*indefinite scope of consumers* — potential consumers of products (work, service);

*producer* — a legal person or individual entrepreneur producing goods for realisation;

*executor* — a legal person or individual entrepreneur performing work or providing service for consumers under a contract;

*seller* — a legal person or individual entrepreneur selling goods to consumers under a purchase and sales contract;

*normative document* — laws, other legal acts (technical regulations) envisaged as prescribed by law, under which mandatory requirements for goods (works, services) are prescribed;

*defects of goods (works, services)* — non-compliance of goods (works, services) with normative documents, terms of contracts or the requirements normally set for the quality of goods (works, services);

*essential violation of [requirements of the] quality of goods (work, service)* — essential violations of requirements set for the quality of goods (works, services) (irremediable violations, as well as violations which may not be eliminated without disproportionate expenses or loss of time, or defects which emerge over and over again after their elimination, and other defects of similar nature) in case whereof the consumer shall have the right by own choice to refuse performing the contract and require refund of the amount paid for goods (works, services) or require replacement of goods (works, services) of improper quality with goods (works, services) of quality conforming to the contract;

*safety of goods (works, services)* — safety of goods (works, services) for the life, health, property of the consumer and the environment under usual conditions during usage, storage, transportation, utilisation thereof, as well as safety of the process of performing works (providing service);

*service life* — period of use of the goods from the date of its operation or recommencing the operation of it after repair until the impossibility of using it for its intended purpose. It can be measured in units of time, as well as in other units of measurement (kilometres, years and others);

*expiry date* — a time period after which the goods are unfit for purpose;

*warranty period* — a time period, upon detecting a defect of the goods (work) in the duration whereof, the producer (executor, seller) shall be obliged to satisfy the claims of the consumer prescribed by this Law.

## **Article 2. Legal regulation of relations of consumer rights protection**

Relations related to consumer rights protection shall be regulated by the Constitution of the Republic of Armenia, the Civil Code of the Republic of Armenia, this Law and other legal acts.

Relations related to consumer rights protection in the field of consumer credits shall be regulated by the Law of the Republic of Armenia "On consumer credits".

***(Article 2 supplemented by HO-125-N of 17 June 2008)***

## **Article 3. International treaties**

Where the international treaties of the Republic of Armenia prescribe rules other than those provided for by this Law, the rules of the international treaties shall apply.

## **Article 4. Right of consumers to be informed**

Right of consumers to be informed shall be ensured by including appropriate requirements in organizational-methodological and general technical and normative documents, and in general education and professional programs, as well as by

establishing information systems on consumer rights and necessary actions aimed at the protection of the mentioned rights.

**Article 5. Quality of goods (works, services)**

1. Seller (executor) shall be obliged to transfer to the consumer goods (perform works, provide services) the quality of which comply with the contract.
2. In case there are no requirements on the quality of goods (works, services) prescribed by the contract, the seller (executor) shall be obliged to transfer to the consumer goods (perform works, provide services) which are fit for the purposes that type of goods (works, services) are normally used for.
3. Where the consumer has informed the seller (executor) of the specific purposes for acquiring the goods (performing the work, providing the services) when entering into the contract, the seller (executor) shall be obliged to transfer to the consumer goods (perform works, provide services) which are fit for those purposes.
4. When selling the goods by sample and/or by description, the seller shall be obliged to transfer to the consumer goods conforming to the sample and/or the description.
5. Where there are mandatory requirements for the quality of goods (works, services) prescribed in normative documents, the seller (executor) shall be obliged to transfer to the consumer goods (perform works, render services) which conform to those mandatory requirements.

**Article 6. Rights and obligations of a producer (executor, seller) when prescribing service life, expiry date, as well as warranty period for the goods (works)**

1. The producer (seller) shall have the right to prescribe such service life for the goods (works) intended for long-term use, during which he or she shall be obliged to ensure the goods (services) being fit for purpose and bear liability for essential violations occurred by his/her own fault.
2. The producer (executor) shall be obliged to prescribe a service life for such goods (works) intended for long-term use, including for types of products for compilation (clavicles, blocks, aggregation units), which, after the expiry of the prescribed time-period, may cause a damage to the life, health, property of the consumer or the environment. The commodity nomenclature of such goods (works) shall be approved by the Government.
3. The producer (executor) shall be obliged to prescribe such expiry date for food products, perfume and cosmetics, medicine, medicinal products, medicament, household cleaning products and other similar products, after which the goods shall become unfit for purpose. The commodity nomenclature of such goods shall be approved by the Government.
4. Sale of the goods (performing the works) after the prescribed expiry date, as well as sale of the goods (performing the work) for which service life or expiry date should have been prescribed but has not been done, shall be prohibited.
5. The producer (executor) shall have right to prescribe a warranty period for the goods (works), upon detecting a defect of the goods (work) in the duration whereof, the producer (executor) shall be obliged to satisfy the claims of the consumer as prescribed by Articles 16 and 27 of this Law.
6. The seller shall have right to prescribe a warranty period for the goods which is longer than that prescribed by the producer or, where there is no warranty

period prescribed by the producer, the seller shall have right to prescribe an extended warranty period which is longer than the periods provided for by point 2 of Article 17 of this Law.

7. In case of detecting a defect in the goods during the warranty period established by the seller, the consumer shall have right to present claims to the seller the procedure and terms for satisfying of which, as well as the liability of the seller shall be prescribed by the contract concluded by the consumer and the seller.

**Article 7. The obligation of the producer when ensuring the opportunity for repairing and technical maintenance of the goods.**

The producer shall be obliged to ensure the possibility to use the goods throughout the service life thereof. To that end, the producer shall ensure the repairing and technical maintenance of the goods, as well as producing the spare parts of the value and variety required for repairing and technical maintenance and delivering them to manufacturing and repairing organizations during the period of production of goods and the service life of the goods after commercializing it, and in case of absence of such a term — during ten years starting from the date of transferring the goods to the consumer.

**Article 8. Consumer rights to safety of the goods (works, services)**

1. A consumer shall have the right to require the goods (works, services) to be safe for his or her life, health and property in usual conditions of using, storing, transporting and utilizing it. The requirements for ensuring the safety of the goods (works, services) for the life, health and property of consumers shall be mandatory and prescribed in the manner provided for by the law.

2. The producer (executor) shall be obliged to ensure the safety of the goods (works, services) for the period of service life or expiry date prescribed for the goods (works).

Where the producer (executor) has not prescribed a service life for the goods (works) of long-term use in accordance with point 1 of Article 6 of this Law, he or she shall be obliged to ensure the safety of the goods (works, services) during ten years from the date of transferring the goods to the consumer.

The damage caused to the life, health and property of a consumer as a result of not ensuring the safety of the goods (works) shall be subject to compensation in accordance with Article 15 of this Law.

3. Where it is necessary to follow special rules (hereinafter referred to as rules) for safe usage of the goods (works, services), storing, transporting, utilizing thereof, the producer (executor) shall be obliged to indicate them on the documents attached to the goods (works, services), on the label by means of marking or by other means, and the seller shall be obliged to inform the consumer thereon.
4. The requirements ensuring the safety of the life, health and property of consumers shall be subject to mandatory conformity assessment in the manner prescribed by the legislation of the Republic of Armenia.
5. Where it becomes clear that the goods (works) cause a damage or may cause a damage to the life, health and property of the consumer [even] in case the consumers follow the rules prescribed for using, storing or transporting them, the producer (executor, seller) shall be obliged to immediately stop the production (realisation) thereof until the elimination of the cause of the damage, and, where appropriate, to take measures to immediately remove it from circulation and take back from the consumer, upon the consent of the latter.

Where it is impossible to eliminate the causes of the damage, the producer (executor) shall be obliged to remove such goods (works, services) from the production. Where

the producer (executor) fails to perform this obligation, the removal of the goods (works, services) from production and circulation shall be done by the order of the competent body carrying out supervision over the quality and safety of the goods (works, services).

Damages caused to the consumer when taking back the goods (works, services) shall be subject to full compensation by the producer (executor).

The seller (executor) shall bear liability prescribed by the legislation of the Republic of Armenia for selling goods (performing works) endangering the life, health and property of the consumer.

**Article 9. Right of a consumer to receive information on the producer (executor, seller) and the goods (works, services)**

1. The consumer shall have right to require the necessary and accurate information on the producer (executor, seller), the working regime thereof and the goods (works, services) being sold, which the producer (executor, seller) shall be obliged to provide in Armenian.
2. The consumers shall be, in comprehensible manner, notified of the information referred to in point 1 of this Article through purchase and sales contracts and product labels accepted in certain fields of consumer services and by other means during the conclusion of contracts for the performance of certain works (provision of services).

***(Article 9 supplemented by HO-11-N of 14 December 2004)***



## **Article 10. Information on the producer (executor, seller)**

1. The producer (executor, seller) shall be obliged to provide the consumer with information on the name of his/her organisation (trade name), its registered office and working regime.

The producer (executor, seller) shall place this information on a signboard. The requirements set for the signboard shall be prescribed by the Government.

The producer (executor, seller) shall also be obliged to provide the consumer with information on the state registration number, as well as the licence number, the validity period thereof and the body having issued the licence, where the type of activity of the producer (executor, seller) is subject to licensing.

2. The information referred to in point 1 of this Article shall be brought to the consumers for notice also in temporary buildings, markets of consumer goods, fairs during sale by means of mobile outlets and hawking, carrying out household and other types of services for consumers, where the sale, household and other types of services being provided to the consumers, are out of the permanent place of location of the seller (executor).

### **Article 10.1. Information subject to publication on websites and/or electronic applications**

1. The website or electronic application (electronic trading platform) enabling to conclude an electronic contract shall contain the following information:
  - (a) electronic mail, postal address and telephone number of the seller;
  - (b) general provisions and terms of the contract;
  - (c) the price for the goods or services, all taxes, and where available, delivery and/or other expenses, including total amount subject to payment;

- (d) information on acceptable payment method prior to starting the action of purchasing by the consumer;
  - (e) the rules for using the data related to messages completed electronically, the entirety of which shall be considered equivalent to handwritten signature and provides the opportunity to identify the person signing electronically and expresses the will of the latter;
  - (f) the possibility and the procedure for making amendments in the contract when agreeing upon relevant terms thereof, as well as the methods for correcting inaccuracies prior to making offer or acceptance;
  - (g) a note regarding the right of a consumer to return or exchange goods;
  - (h) extrajudicial procedure for examination of claims and dispute resolution (mediation, arbitration, expert opinion, impartial assessment, including a system for scoring the rating of the seller by customers, etc.), by which the seller (performer of works, service provider) shall be obliged to be guided.
2. Information on terms of the contract shall be presented to the consumer on the website or electronic application for prior to concluding the contract.
  3. The website or electronic application shall provide the consumer with information regarding the payment.
  4. The seller (performer of works, service provider) shall be obliged to make the information provided for by part 1 of this Article available for the consumer by the easiest method.
  5. The rules of this Article shall be applicable to T-commerce in consideration of its peculiarities.

***(Article 10.1 supplemented by HO-118-N of 17 June 2016).***

**Article 11. Information on the goods (works, services)**

1. The producer (executer, seller) shall be obliged to provide the consumer in a timely manner with the necessary and accurate information on the goods (works, services), which ensures the opportunity for the right choice thereof. The content of information for certain types of goods (works, services) and the procedure for making mandatory requirements available for the consumer shall be established by the Government.
2. The information on the goods (works, services) shall mandatorily contain:
  - (a) the references to the normative documents, the mandatory requirements of which the goods (works, services) must comply with;
  - (b) information regarding the main product attributes of goods (works, services), and with regard to food — information regarding the composition, the weight and the volume, caloric value, the substances hazardous to health contained therein regulated by mandatory requirements of normative documents, as well as contraindications for use in the cases of certain types of diseases. Commodity nomenclature for goods (works and services), the information on which must contain contraindications for use in the cases of certain types of diseases, shall be approved by the Government;
  - (c) the price and the terms of acquiring the goods (works and services);
  - (d) the warranty period where it is established in accordance with this Law;
  - (e) the rules and the terms for effective and safe use of goods (works and services);
  - (f) in accordance with this Law — information regarding the service life and the expiry date set for goods (works and services), as well as the necessary actions of the consumer after the expiry of the mentioned periods and in

case of failure to perform these actions — information on the possible consequences, where the goods (works) pose a danger to the consumer's life and property or where it becomes unfit for the use for its intended purpose after the mentioned date is expired;

- (g) registered office of the producer (executer, seller), the registered office of the organisation (organisations) which is authorised by the producer (seller) to accept complaints from consumers and to repair and perform technical maintenance of the goods (works);
- (h) information regarding conformity assessment for the goods (works, services) subject to mandatory conformity assessment;
- (i) information regarding the rules of selling goods (performing works, providing services);
- (j) information regarding live performances or the use of phonograms of any type by the performers during culture services, in particular theatre and concert events, public events, festivals, concert tours.

Where the goods acquired by the consumer have been in use or a defect (defects) contained therein has been fixed, the consumer must be informed thereon.

3. The information referred to in point 2 of this Article shall be brought to the consumers for notice with technical documentation attached to the goods (works, services), on labels, with marks and with other methods used for certain types of goods (works, services), including all methods of advertising. Information regarding conformity assessment of goods (works, services) shall be provided to the consumer in the form of conformity mark marked in the prescribed manner and with a marking in the technical documentation affirming the fact of conformity (number of the certificate, validity period, the body issuing it or the number of conformity statement, validity period, the body having it verified).

4. Food packaged and pre-packaged in the territory of the Republic of Armenia shall be supported with information regarding the place of production thereof.
5. The provision of the information regarding child nutrition and related goods shall be defined in accordance with the requirements prescribed by the Law of the Republic of Armenia "On encouraging breastfeeding of children and circulation of child nutrition".

***(Article 11 supplemented by HO-144-N of 04 October 2010, amended by HO-86-N of 14 April 2011, supplemented by HO-180-N of 20 November 2014))***

**Article 12. Rules of Procedure of the seller (executor)**

1. The Rules of Procedure of organisations, as well as sole proprietors carrying out activities in the fields of commerce and consumer and other types of services provided to the consumers shall be independently established by themselves, except for the cases provided for by the legislation of the Republic of Armenia.
2. The consumer shall be informed about the rules of procedures of the seller (executor).

**Article 13. Responsibility of the producer (executor, seller) for improper information on goods (works, services) and producer (executor, seller)**

1. Where improper, inaccurate and incomplete information regarding goods (works, services), as well as the producer (executor, seller) has resulted in:
  - (a) acquiring goods without the features necessary for the consumer, then the consumer shall have the right to dissolve the contract and claim full compensation for damages. In this case, the consumer shall be obliged to return the goods (performed works) to the producer (executor, seller);

- (b) impossibility to use the acquired goods (works, services) for their intended purpose, then the consumer shall be entitled to request the necessary information in the shortest possible time. Where the information is not provided within the agreed time period, the consumer shall have the right to dissolve the contract and claim full compensation for damages. In this case, the consumer shall be obliged to immediately return the goods (performed works) to the producer (executor, seller);
  - (c) emergence of defects in goods (works) after delivering it to the consumer, then the consumer shall have the right to raise claims provided for in points 1-4 of Article 16 of this Law to the seller (producer) or the claims provided for in point 1 of Article 27 to the executor;
  - (d) damage to the life, health and property, then the consumer shall have the right to claim from the producer (executor, seller) compensation for the damage as prescribed by Article 15 of this Law, as well as claim full compensation for the damage to the property he or she owns (under his or her possession).
2. When considering the claims of consumers to compensate the damage caused as a result of inaccurate or incomplete information on goods (works, services), it is necessary to take as a basis the assumption on the lack of consumer's knowledge regarding the features and characteristics of the goods (works, services).

**Article 14. Liability of the seller (producer, executor) for violating consumer rights**

1. The seller (producer, executor) shall bear liability provided for by the law and/or contract for violating the consumer rights.
2. Damages caused to the consumer shall be subject to full compensation, not including the default penalty (fine) prescribed by this Law or a contract.

3. Payment of the default penalty (fine) and compensation for the damages shall not exempt the seller (producer, executor) from the liability to perform obligations before the consumer in kind.
4. The seller (producer, executor) shall be exempt from the liability for the failure to fulfil obligations or improper fulfilment thereof, where he or she proves that the fulfilment or proper fulfilment of obligations was impossible due to force majeure or as a result of violating by the consumer the rules prescribed for using, storing and transporting goods (works, services) or the actions of third persons.
5. Claims of consumers regarding the payment of the default penalty (fine) prescribed by this Law or a contract shall be satisfied by the seller (producer, executor) voluntarily or through judicial procedure.
6. The consumer shall have the right to transfer to the court the dispute arising from contract or related thereto, if he or he has concluded a contract not providing the consumer a reasonable opportunity to negotiate the terms thereof, except where the arbitration agreement was concluded after the dispute has been arisen and the parties have unreservedly agreed to transfer the dispute to the resolution of an arbitration tribunal. Requirements set forth in this part shall apply to any mandatory process, by which the right of the consumer to apply to the court may be limited.

***(Article 14 supplemented by HO-79-N of 19 June 2015)***

**Article 15. Property liability for damages caused as a result of defects of goods (works, services)**

1. Damage to the life and the health of the consumer caused as a result of structural, production, content and other defects of goods (works, services) shall be subject to compensation as prescribed by the Civil Code of the Republic of

Armenia. The damage caused to the property shall be subject to compensation as prescribed by this Law.

2. Any injured person shall be reserved the right to claim for compensation of damages caused as a result of defects of goods (works, services) regardless of the fact of being or not being in contractual relations with the seller (executor).
3. The damage caused to the life, health or property of the consumer shall be subject to compensation, where the damage is caused within the period of the established service life or expiry date of goods (works).

Where — in accordance with this Law — the producer (executor) had to establish a service life or an expiry date, but he or she hasn't established it, or where the consumer to whom goods were sold (works were performed) has not been informed about the actions necessary to carry out after the service life or the expiry date is ended and about the possible implications thereof in case of not performing them, then the damage shall be subject to compensation, regardless of when it was caused.

Where the producer (executor) has failed to define a service life for goods (work) of long-term use in accordance with point 1 of Article 6 of this Law, the damage shall be subject to compensation within ten years from the date of transferring the goods (work) to the consumer, and where it is impossible to determine the date of the transfer — from the date of producing goods (finishing the works).

The damage caused as a result of the defect of the goods shall — upon the choice of the injured person — be subject to compensation by the seller or the producer of the goods.

The damage caused as a result of defects in works or services shall be subject to compensation by the executor.

4. The producer (executor) shall bear responsibility for the damage caused to the consumer's life, health, property as a result of the use of materials, equipment,



tools and other facilities necessary for the production of goods (performance of works and provision of services) regardless of the fact whether or not the level of scientific and technical knowledge provides an opportunity to identify special features thereof.

5. The producer (executor, seller) shall be exempt from the liability as prescribed by point 4 of Article 14 of this Law.

## **CHAPTER II**

### ***PROTECTION OF CONSUMER RIGHTS WHEN SELLING GOODS TO THEM***

#### **Article 16. Implications of selling goods of improper quality**

1. The consumer to whom goods with improper quality have been sold, and where the seller has not defined preconditions on the defects thereof, shall have the right, upon his or her own choice, to require to:
  - (a) gratuitously eliminate defects of goods or compensate the expenses incurred by the consumer for eliminating them;
  - (b) proportionally reduce the purchasing price;
  - (c) to replace with goods of a similar sample (model, type of goods);
  - (d) to replace with goods of another sample (model, type of goods) with a relevant recalculation of the purchasing price;
  - (e) dissolve purchase and sales contract. In this case the consumer shall be obliged to return the goods having defects. The consumer shall have the right to claim full compensation for the damages caused to him or her as a result of the sale of goods with improper quality. The damages shall be

compensated within the terms set by this Law, the Civil Code of the Republic of Armenia or a contract for satisfying relevant claims of consumer.

For goods which are technically sophisticated, the claims of the consumer set forth in sub-points “c”, “d” and “e” of this point shall be subject to satisfaction where essential violations with regards to goods were detected. The commodity nomenclature for such goods shall be established by the Government.

For the goods acquired by the consumer from a commission agent, the claims of the consumer set forth in sub-points “a” and “c” of this point shall be subject to satisfaction by the consent of the seller (commission agent).

2. The consumer shall raise the claims set forth in point 1 of this Article to the seller (commission agent).
3. The consumer shall have the right to raise the claims set forth in sub-points “a” and “c” of point 1 of this Article to the producer or commission agent.

Instead of bringing these claims, the consumer shall have the right to return the goods of improper quality to the producer and claim the amount paid back.

4. Where the consumer acquires goods of improper quality for which an expiry date is set, the seller shall be obliged to replace them with goods of proper quality or return the amount he or she paid, if the defects of goods are detected within the expiry date.
5. The claims of the consumer shall be considered, if he or she submits a sales slip or cash register receipt, and for the goods for which a warranty period is established — a technical fiche or any other document replacing it.

The seller shall be obliged to provide the consumer with a sales slip or other documents proving the fact of buying, except for the cases provided for by legislation of the Republic of Armenia.

The seller (producer) or commission agent shall be obliged to accept from the consumer the goods with improper quality and, where applicable, to perform quality check up for goods. The consumer shall have the right to participate in the quality check up of the goods.

In cases of disputes on the reasons for emergence of defects of products, the seller (producer) or the commission agent shall be obliged to perform, at his or her own expense, expert examination in testing laboratories accredited in the manner prescribed by the legislation of the Republic of Armenia. The consumer shall have the right to dispute the opinion of expert examination through a judicial procedure.

Where the expert examination of goods reveals that the defects have emerged after transferring the goods to the consumer and as a result of violating the established rules for using, storing or transporting goods thereby or actions made by third parties or due to force majeure, the consumer shall be obliged to compensate the expenses made by the seller (producer) or commission agent to perform expert examination, as well as expenses for storing and transporting them for the purpose of performing the expert examination.

The seller (producer) or commission agent shall be obliged to satisfy the claims of the consumer, if he or she [the seller] fails to prove that the defects of goods have emerged after transferring it to the consumer and as a result of violating the established rules for using, storing or transporting goods thereby or actions made by third parties or due to force majeure.

6. Delivery of bulky goods or goods with the weight exceeding five kilograms, for the purpose of repairing, reducing the price, replacing it and returning it to the consumer shall be carried out by the seller (producer) or commission agent by their own efforts and expense. In case of failure to fulfil this obligation or the absence of the seller (producer) or commission agent at the place of the location of the consumer, the delivery and the return of the mentioned goods may be

performed by the consumer. In this case the seller (producer) or the commission agent shall be obliged to compensate the consumer's expenses related with delivery and the return of the mentioned goods.

**Article 17. Terms for bringing by consumers claims regarding defects of goods**

1. Consumers shall have the right to bring claims regarding defects of goods prescribed by Article 16 of this Law, where the defects have been detected during the warranty period or expiry date prescribed by the producer in accordance with Article 6 of this Law, unless otherwise provided for by the laws or treaties of the Republic of Armenia.
2. For the goods for which a warranty period or an expiry date is not defined, the consumers shall have the right to file the mentioned claims within the periods prescribed by the legislation of the Republic of Armenia.
3. The warranty period and the service life of goods shall be calculated from the day of transferring the goods to the consumer. Where it is impossible to determine the day of delivery, the periods shall be calculated from the day of producing the goods.

The periods for seasonal goods (shoes, clothes, etc.) shall be calculated from the start of the relevant season which shall be determined by the Government.

When selling goods with samples and by post, as well as in cases when the moment of conclusion of a purchase and sale contract and the moment of transferring goods to the consumer do not coincide, the terms shall be calculated from the day of transferring the goods to the consumer, and where the goods need to be installed (connected) or compiled — from the day of installation (connection) or compilation. Where it is impossible to determine the day of transfer, installation (connection) or compilation of goods, those terms shall be calculated from the day of conclusion of the purchase and sale contract.

The expiry date of goods shall be determined by a period calculated from the day of producing the goods, during which it is fit for use, or by the date up to which the goods are fit for use.

The duration of the expiry date of goods must comply with the mandatory requirements for safety of goods prescribed by normative documents.

4. Warranty periods may be prescribed for the types of products subject to completion of set and for the component parts of the principal goods. The warranty periods for types of products subject to completion of set and for component parts of products shall be calculated by the same procedure as the warranty period for the principal good.

The warranty periods for the types of products subject to completion of set and for the component parts of the principal goods may not be shorter than the warranty period for the principal goods, unless otherwise provided for in the contract.

Where a shorter warranty period for types of products subject to completion of set than that for the principal goods is provided for by the purchase and sale contract, the consumer shall have the right to file claims regarding the defects of types of products subject to completion of set within the warranty period for the principal goods.

Where a longer warranty period is prescribed for types of products subject to completion of set than that for the principal goods, the consumer shall have the right to bring claims regarding defects of the goods subject to completion of set, where they were detected within the warranty period of that products, regardless of expiry of the warranty period of the principal goods.

5. The terms specified in this Article shall be delivered to the notice of the consumers, in the information on the goods, in accordance with Article 11 of this Law.

6. In case of detection of essential violations of [requirements of the quality of] goods, which were due to the fault of the producer, the consumer shall have the right to file a claim to the producer for gratuitously eliminating the defect of the goods, after the expiry of the warranty period prescribed for the goods by the producer or after the expiry of the period prescribed in point 2 of this Article. The mentioned claim may be filed during the service life prescribed for goods or in ten years from the day of transferring the goods, where the service life of the goods is not prescribed. Where the claim is not satisfied in twenty days from the day of its submission by the consumer, the consumer shall, upon his or her choice, be entitled to file to the producer other claims prescribed by point 3 of Article 16 of this Law.

**Article 18. Elimination of defects of goods by the producer (seller)**

1. Defects detected in the goods must be eliminated by the producer (seller) or commission agent in twenty days from the day of submission by the consumer claims on elimination of the defects of the goods.
2. Producer (seller) or commission agent shall, within a seven-day period after the submission of claims by the consumer in respect of goods of long-term use, be obliged to gratuitously provide similar goods to the consumer for the period of reparation of the goods, ensuring delivery of the goods at his or her expense. The list of goods of long-term use to which the mentioned claim does not apply, shall be approved by the Government.
3. In case of elimination of defects of goods, the warranty period shall be extended for the period during which the goods were not used. The mentioned period shall be calculated from the day of submission by the consumer of the claim for elimination of defects of the goods until the day the goods were returned after repair.

4. In case the defects of the goods are eliminated by replacing with a type of product subject to completion of set or by a component part of the principal goods which have warranty periods, the warranty period of the type of product subject to completion of set or of component part of the principal goods shall be calculated from the day of transferring the goods to the consumer after repair.

#### **Article 19. Replacement of goods of improper quality**

1. In case consumers detect defects in the goods and file a claim for replacement of such goods, the seller (producer) or the commission agent shall be obliged to replace such goods within a seven-day period from the day of submission of such a claim, and in case of need for additional check of the quality of such goods by the seller (producer) or commission agent — in twenty days from the day of the submission of the claim.

In case the seller (producer) or the commission agent does not have, on the day the mentioned claim is filed, the goods required for replacement, the seller (producer) or the commission agent shall be obliged to replace such goods within a two-month period following the day the claim was filed. The seller (producer) or commission agent shall, upon the claim of the consumer, be obliged to gratuitously transfer to the consumer similar goods of long-term use for temporary use during the replacement period, and ensure its transfer at his or her expenses. This rule shall not apply to the goods the list of which is prescribed in accordance with point 2 of Article 18 of this Law.

The claim of consumers for replacement of goods for the periods of seasonal import of goods shall be satisfied based on his or her application within a term required for the regular transfer of the relevant goods during such periods, where the seller (producer) or the commission agent does not have the goods required for replacement on the day the mentioned claim is filed.

2. The goods of improper quality must be replaced with new goods, i.e. unused goods. In case of replacement of goods, the warranty period shall be calculated anew, starting from the day of transferring the goods to the consumer.

**Article 20. Terms for satisfying certain claims of consumers**

Claims of consumers for compensation for damages caused to consumers as a result of proportional reduction of the purchase price of goods, reimbursement of expenses incurred by the consumer for elimination of defects of goods, as well as rescission of the purchase and sales contract (on the condition of returning the goods of improper quality to the producer) shall be satisfied by the seller (producer) or commission agent within ten days from the date of submission of the relevant claim.

**Article 21. Liability of the seller (producer) for violating the term for satisfaction of claims of the consumer**

1. For violating the terms provided for by Articles 18-20 of this Law, as well as for non-fulfilment (delay in fulfilment) of the claim of the consumer on providing such goods during repair (replacement), the seller (producer) or commission agent having committed such violations shall pay the consumer a default penalty (fine) in the amount of one per cent of the price of the goods for each day of delay.
2. Where the claims of the consumer are not satisfied within the terms provided for by Articles 18-20 of this Law, the consumer shall have the right, at his or her own choice, to bring other claims prescribed by Article 16 of this Law.



**Article 22. Settlements with consumers in case of acquisition of goods of improper quality**

1. When replacing the goods of improper quality with the goods of the analogous make (model, type of goods) the seller shall not have the right to claim reimbursement of the price of goods provided for by the contract or the price differences existing at the moment of rendering the court judgment thereon.
2. When the price of the goods subject to replacement is lower than the price of goods provided for replacement at the moment of replacement of goods of improper quality with identical goods of other make (model, type of goods), the consumer must pay the price differences, and in case the price of the goods subject to replacement is higher than that of the goods provided for replacement — the price differences shall be paid to the consumer. In case of increase in the mentioned settlements of the price of the goods subject to replacement, shall be applied the price applicable on the day of raising a claim by the consumer and in case of reduction — the price applicable on the day of purchase by the consumer thereof.

Where the seller fails to satisfy the claim of the consumer, the price of goods replaced and of those transferred as replacement shall be determined based on the prices applicable on the day of rendering the court judgment on replacement of the goods.

3. When rescinding the purchase and sales contract, or returning the goods of improper quality to the producer, or satisfying the claim of the consumer on proportionately reducing the purchase price of the goods, the price applicable on the day of bringing a claim on proportionately reducing the price of goods, and where the claim of the consumer has not been voluntarily satisfied — the price applicable on the day of rendering the court judgment on proportionately reducing the price, shall be taken into account.

4. When returning the goods of improper quality to the seller, the consumer shall have the right to claim the difference between the price of goods provided for by the purchase and sales contract and the price applicable on the day of voluntary satisfaction of the claim thereof (and where the purchaser's claim has not been voluntarily satisfied — the price applicable on the day of rendering the court judgment).
5. The consumers to whom the goods have been sold on credit, the amount paid for the goods shall be returned to in the amount of repayment on the day of returning the goods sold on credit, as well as the fee for extending the credit shall be reimbursed when rescinding the purchase and sales contract.

**Article 23. The right of the consumer to replace or return non-foods of proper quality**

*(title edited by HO-118-N of 17 June 2016)*

1. The consumer shall have the right to return or replace the non-foods of proper quality with goods of other size, form, colour and of the similar set at the seller, from whom the goods have been acquired, or in another place stated by the seller where the mentioned goods are not appropriate in form, dimensions, colour, size, or the consumer cannot use them as intended for other reasons, by making the necessary resettlement with the seller in case of price differences, except for the cases prescribed by part 2 of this Article and the goods included in the commodity nomenclature prescribed by the Government.

The consumer shall have the right to replace or return the goods of proper quality within fourteen days from day they have been handed over to him or her, unless the seller has stated a longer term. The term for returning the goods of proper quality shall be considered to be observed where the consumer has, within a period of 14 days after receiving the goods, handed them over to the postal, courier, transportation or other delivery service.

The non-foods of proper quality shall be replaced or returned where the mentioned goods have not been used, where the goods have maintained their marketable appearance, product attributes, lead seals, product labels, as well as the document certifying the payment or other settlement documents, issued to the consumer, and there is evidence of acquisition of the goods from that particular seller.

The expenses for delivering the non-foods of proper quality to the location of the seller in order to return or replace it shall be covered at the expense of the purchaser, unless otherwise provided for by the agreement of the parties.

2. The goods of proper quality may not be returned in the following cases:
  - (a) where goods are produced and supplied in compliance with the special requirements of the purchaser, or where the goods are individualized, unless otherwise provided for by the contract concluded between the seller and the purchaser;
  - (b) where goods that may be perishable, undergo dissolution or quality change are supplied, unless otherwise provided for by the contract concluded between the seller and purchaser;
  - (c) where sealed goods are sold, that are not subject to return for healthcare and hygienic reasons and that are unsealed by the purchaser after supply;
  - (d) where goods are sold that, by their nature, intrinsically get mixed with each other after the supply, unless otherwise provided for by the contract concluded between the seller and purchaser;
  - (e) where sealed audio or audio and video recordings or sealed software are supplied that are unsealed by the purchaser after the supply, unless otherwise provided for by the contract concluded between the seller and the purchaser;
  - (f) where newspapers, journals, books or other printed materials are supplied;

- (g) in case of contracts concluded at the auction or at the stock exchange;
- (h) where digital content not provided on a digital medium is supplied if its performance has started upon the unconditional preliminary consent of the consumer, according to which the consumer thus loses his or her right to return, unless otherwise provided for by the contract concluded between the seller and the purchaser.

***(Article 23 supplemented by HO-125-N of 17 June 2008, edited by HO-118-N of 17 June 2016)***

**Article 24. Rules of purchase and sales of certain types of goods**

***(title edited by HO-454-N of 6 November 2002)***

The rules of purchase and sales of certain types of goods shall be approved by the Government.

***(Article 24 edited by HO-454-N of 6 November 2002)***

**CHAPTER III**

***PROTECTION OF THE RIGHTS OF CONSUMERS IN CASE OF PERFORMANCE  
OF WORKS (PROVISION OF SERVICES)***

**Article 25. Terms for the performance of works (provision of services)**

1. The executor shall be obliged to perform works (provide services) within the term prescribed by the rules of performance of certain types of works (provision of services) or by the contract for performance of works (provision of services).

The contract for the performance of works (provision of services) may provide for a term for the performance of works (provision of services) (unless it is provided for by the mentioned rules), as well as a term shorter than the term prescribed by the mentioned rules. The mentioned rules shall constitute an integrated part of the contract concluded between the parties.

2. The term for the performance of the works (provision of the services) may be determined by the year (time period) the performance of the work (provision of the services) has been completed, and/or by the year (time period) the performance of the work (provision of the service) has been undertaken. In case during the validity period of the contract for the performance of the works (provision of the services) the work is performed in parts (delivery of periodical publications, technical maintenance), individual terms (time periods) for the performance of works must be envisaged.

**Article 26. Consequences of violation by the executor of terms for the performance of works (provision of services)**

1. Where the executor has not undertaken the performance of the works (provision of the services) in a timely manner, or where during the performance of the works (provision of the services) it becomes obvious that the work may not be performed (the services may not be provided) in time, as well as where the performance of the works (provision of the services) is delayed, the consumer shall have the right to refuse to implement the contract and claim compensation for damages.

Where during the performance of the work it becomes obvious that it will not be performed properly, the consumer shall have the right to designate a reasonable term for the elimination of the defects by the executor and, in case of failure to eliminate the defects within this term, renounce the contract or assign the elimination of defects

of the work to other persons at the expense of the executor, as well as to claim compensation for damages.

The damages shall be compensated within the terms prescribed for satisfaction of the relevant claims of the consumer.

2. The new terms designated by the consumer during which the executor must undertake the performance of the works (provision of the services) and complete the performance of the works (provision of the services) shall be indicated in the contract for the performance of the works (provision of the services).

In case of violation of the new terms the consumer shall have the right to bring other claims against the executor, prescribed by point 1 of this Article.

3. In case of rescission of the contract for the performance of the works (provision of the services) the price of the performed works (provided services) recovered to the consumer, as well as the price taken into account when reducing the price of the performed works (provided service) shall be determined in compliance with point 3 of Article 22 of this Law.
4. In case of rescission of the contract for the performance of the works (provision of services) where the executor has failed to undertake the performance of the works (provision of the services) in a timely manner or he or she performs it so slowly that the performance of the works (provision of the services) within the designated term becomes impossible, the executor shall not have the right to claim reimbursement of his or her expenses in the process of performance of the works (provision of the services), as well as remuneration for the works already performed (services already provided).

In such cases the peculiarities of the procedure for the settlement between the consumer and executor may be prescribed by the rules of performance of works (provision of services) of certain types.

5. In case the terms for commencement and completion of the performance of the works (provision of the service) or the new terms designated by the consumer based on point 1 of this Article are violated, the executor shall pay the consumer a default penalty (fine) for each day of delay (hour, where the term is determined by hours) in the amount of three per cent of the price for the performance of the works (provision of the services), and where the price for the performance of the works (provision of the services) is not determined by the contract for the performance of works (provision of services) — in the amount of three per cent of the total price of the order. The consumer and the executor may establish a larger amount of a default penalty (fine) in the contract for the performance of works (provision of services). The default penalty (fine) for the violation of the terms for commencement of the performance of the works (provision of the services) shall be levied for each day of delay (where the term is determined by hours — for each hour), until the commencement of the performance of the works (provision of the services) or until the consumer brings claims provided for by point 1 of this Article.

The default penalty (fine) for the violation of the terms for completion of the performance of the works (provision of the services) shall be levied for each day of delay (where the term is determined by hours — for each hour), until the completion of the performance of the works (provision of the services) or until the consumer brings claims provided for by point 1 of this Article.

The amount of the default penalty (fine) levied for the consumer may not exceed the amount of the performance of the works (provision of the services) or the total price of the order where the price for the performance of certain types of works (provision of the services) is not determined by the contract for the performance of the works (provision of the services).

The amount of the default penalty (fine) shall be determined based on the price of the performance of the works (provision of the services), and where the mentioned price

is not determined — based on the total price of the order available at the place where the claim of the consumer must have been satisfied on the day of voluntary satisfaction of such a claim by the executor, or where the claim of the consumer has not been satisfied on a voluntary basis — on the day of rendering the court decision.

6. The claims of the consumer prescribed by point 1 of this Article shall not be subject to satisfaction where the executor proves that the violation of the term for the performance of the works (provision of the services) has occurred due to force majeure or by the fault of the consumer.

**Article 27. Rights of the consumer in case of detecting defects in the works performed (services provided)**

1. In case of detecting defects in the works performed (services provided), the consumer shall, at his or her own choice, have the right to require the following:
  - (a) to gratuitously eliminate the defects in the works performed (services provided);
  - (b) to respectively decrease the price of the works performed (services provided)
  - (c) to gratuitously prepare another item of the same quality from the similar material or re-performance of the work. Moreover, the consumer shall be obliged to return the item, previously given to him or her by the executor;
  - (d) to reimburse expenses incurred thereby for eliminating the defects in the works performed (services provided).

The consumer claims regarding the gratuitous elimination of the defects, preparation of other items or re-performance of the works (provision of services) may be accompanied by the claim for decrease in the price.



The consumer shall have the right to rescind the contract for performance of works (provision of services) and claim full compensation for the damages, where the executor fails —within the time limit prescribed by the mentioned contract — to eliminate the defect in the works performed (services provided). The consumer shall also have the right to rescind the contract for performance of works (provision of services), where he or she has detected essential violations in the works performed (services provided) or other essential deviations from the conditions of the contract.

The consumer shall have the right to claim full compensation for the damages caused him or her in relation to the defects of performance of works (provision of services). Damages shall be compensated within the time limits prescribed for satisfying the relevant claims of the consumer.

2. The price of the works performed (services provided) having been reimbursed to the consumer, as well as the price having been taken into consideration while decreasing the price of performance of the works (provision of services) as a result of rescinding the contract for performance of works (provision of services), shall be determined in accordance with point 3 of Article 22 of this Law.
3. The claims prescribed by point 1 of this Article may be brought in case of detecting defects during the acceptance of the works performed (services provided) or in the course of performing the works (providing the services), whereas in case it is impossible to detect defects during the acceptance of the works performed (services provided) — within the warranty period or in case there is no such a term — within a period of six months from the day of acceptance of the works performed (services provided).
4. In case of detection of essential violations in the works performed (services provided), occurred by own fault of the executor, the consumer shall have the right to bring a claim for the gratuitous elimination of defects of performed works (provided services) after the expiry of the warranty period defined by the

executor for the performance of the works (provision of services) or after the expiry of the periods referred to in point 3 of this Article. The mentioned claims of the consumer may be brought within the service life prescribed for the works performed (services provided) or within ten years from the acceptance of the works performed ( services provided) where there is no service life defined for the work performed ( services provided). Where the claim is not satisfied within the time limits prescribed by Article 28 of this Law, the consumer shall, at his or her own choice, be entitled to require the following:

- (a) to respectively decrease the price of the works performed (services provided);
- (b) to reimburse expenses incurred thereby for eliminating the defects in the works performed (services provided);
- (c) to rescind the contract for performance of works (provision of services) and to compensate for the damages.

**Article 28. Terms for eliminating defects in the works performed (services provided)**

The defects in the works performed (services provided) detected in the process of performance of works (provision of services) shall be eliminated within an acceptable time limit defined by the consumer.

The defects in the works performed (services provided) shall be eliminated within a term of twenty days following the day of bringing the claim by the consumer where a shorter term is not defined upon the contract (an agreement between the parties) or by the rules for performing certain types of work (providing services) during acceptance of the works performed (services provided).

The term for eliminating defects shall — fixed by the consumer or defined upon the contract (agreement between the parties) — be specified in the contract or other documents.

In case of violation of terms for eliminating defects in the works performed (services provided) provided for by this Article, the executor shall pay the consumer a default penalty (fine) for each day of delay the amount and the procedure of calculation of which shall be determined in accordance with point 5 of Article 26 of this Law.

In case of violation of the mentioned terms, the consumer shall have the right to bring other claims provided for by points 1 and 4 of Article 27 of this Law.

#### **Article 29. Terms for satisfying certain claims of consumers**

1. The claims of consumers for decreasing the price of the works performed (services provided), reimbursement of expenses for eliminating the defects in the works performed (services provided) by himself or herself, as well as for the compensation for damages caused as a result of rescinding the contract for performance of works (provision of services) provided for by point 1 of Article 26 and points 1 and 4 of Article 27 of this Law shall be subject to satisfaction within a period of ten days after the submission of the relevant claim.
2. The claims of consumers for gratuitous preparation of another item of the same quality from the similar material or re-performance of the work (provision of services) shall be subject to satisfaction within the time limit prescribed for a prompt performance of works (provision of services), and where there is no time limit prescribed — within the time limit provided for by the contract for an improper performance of works (provision of services).
3. In case of violation of the terms for satisfying certain claims of the consumer provided for by this Article, the executor shall pay the consumer a default penalty (fine) for each day of delay the amount and the procedure of calculation of which shall be determined in accordance with point 5 of Article 26 of this Law.

In case of violation of the terms referred to in points 1 and 2 of his Article, the consumer shall have the right to submit to the executor other claims provided for by point 1 of Article 26 and points 1 and 4 of Article 27 of this Law.

**Article 30. Right of consumers to rescind contract for performance of works (provision of services)**

The consumers shall have the right to rescind the contract for performance of works (provision of services) at any time, by paying the executor the part equivalent to the price of the works performed (services provided) before receiving the notification on rescission of the mentioned contract.

The consumer shall also be obliged to compensate the executor the damages incurred thereby as a result of rescission of the contract for performance of works (provision of services) within the limits of differences between the price paid for the works performed (services provided) before receiving the notification on rescission of the mentioned contract and the price of the total work being performed (services being provided).

**Article 31. Cost estimate for performance of works (provision of services)**

1. A fixed or approximate cost estimate may be drawn up for the performance of the works (provision of services) provided for by the contract.

Drawing up of such a cost estimate shall be mandatory at the request of the consumer or the executor.

2. The executor shall not have the right to claim for payment for the performance of works (provision of services), as well as additional expenses not included in the fixed cost estimate if the consumer has not given a consent to perform such a

work (provide services) or assigned him the performance of such a work (provision of services).

In case there is a necessity to exceed the approximate cost estimate, the executor shall be obliged to immediately warn the consumer thereon. In this case the consumer shall have the right to renounce the contract for performance of works (provision of services), by reimbursing the executor expenses incurred thereby for the works performed (services provided) in accordance to the original cost estimate. Where the executor has not warned the consumer about the excess of the approximate cost estimate, he or she shall be obliged to perform the works (provide the services) within the limits of the original approximate cost estimate.

### **Article 32. Performing works with the materials of the executor**

1. The executor shall be obliged to perform the works determined by the contract for performance of work by using his or her materials or means, unless the consumer requires the work to be performed using his or her materials.

The executor using his or her materials shall bear liability for the proper quality of those materials.

2. The consumer shall, during conclusion of the contract, fully pay for the materials of the executor or in the amount specified in the rules for performing certain types of work or in the contract for performance of works, on the condition of final settlement of the price of the work received from the executor, unless another procedure for settlements is provided for the materials of the executor upon the agreement between the parties.
3. In cases provided for by the rules or the contract for performance of works, the executor may provide the materials to the consumer on credit, including on the condition of paying thereby for the materials on a time share basis. Further changes in the prices of the materials shall not result in recalculation.

4. The executor's materials as well as the technical means, tools, etc. necessary for the performance of the works shall be delivered to the place of the performance of works by the executor.

**Article 33. Performing works with the materials (item) of the consumer**

1. Where the work is fully or partially performed with the materials (items) of the consumer, the executor shall bear liability for the maintenance and proper use of those materials (items).

The executor shall be obliged to:

- (a) warn the consumer that the material (item) provided by him or her is unsuitable for use or is of poor quality;
- (b) submit a report on the use of materials and return the remainder.

In case of fully or partially loss (damage) of the materials (item) accepted from the consumer, the executor shall be obliged to replace them with the similar materials (item) of the same quality within a three-day period and, upon the request of the consumer, to make, within an acceptable time limit, a product from the similar materials (items), and in case of absence of the similar materials (items) of the same quality — reimburse the consumer double cost of lost (damaged) materials, as well as the expenses incurred thereby.

2. The price of the lost (damaged) materials (items) shall be determined on the bases of the price of materials (item) existing at the place, where a claim of the consumer should have been satisfied by the executor on the day of voluntary satisfaction of such a claim or where a claim of the consumer has not been voluntarily satisfied — on the day of rendering a judicial decision.

The price of the materials (items) to be transferred to the executor shall be determined by the consumer, and it shall be specified in the contract for performance of works or in the document (receipt, order) certifying the conclusion of the contract.

3. The executor shall be exempt from the liability for full or partial loss (damage) of the materials accepted from the consumer, where the executor has notified the consumer on the specific properties of the materials (items) that may result in full or partial loss (damage) thereof. Failing to know about the specific properties of the materials (items) shall not release the executor from liability.

**Article 34. Obligations of executor to inform consumer about circumstances affecting quality of works being performed (services being provided)**

The executor shall be obliged to timely inform the consumer that following the instructions and other circumstances depending on the consumer may deteriorate the quality of the works being performed (services being provided).

Where the consumer — despite the timely and substantiated notification from the executor — fails, within a reasonable time limit, to change the materials unfit for use or of poor quality, to change the instructions on the methods for performing the works (providing services) or eliminate the other conditions deteriorating the quality of the works being performed (services being provided), the executor shall have the right to rescind the contract on the performance of works (provision of services) and shall claim from the consumer a full compensation for damages.

**Article 35. Procedure for settlements for works performed (services provided)**

The procedure for settlements for the works performed (services provided) shall be determined upon the contract concluded between the consumer and the executor.

The consumer shall be obliged to pay, after the completion of the works, for full volume of works having been performed (services having been provided) by the

executor, unless otherwise provided for by the contract concluded between the consumer and the executor or by the laws and other legal acts of the Republic of Armenia.

**Article 36. Procedures for consumers' household and other types of services (for performing certain types of works and providing certain types of services)**

*(title edited by HO-454-N of 6 November 2002)*

The procedures for consumers' household and other types of services (for performing certain types of works and providing certain types of services) shall be approved by the Government unless otherwise provided for by the legislation of the Republic of Armenia.

*(Article 36 edited by HO-454-N of 6 November 2002)*

**Article 37. Regulation of consequences for violation of terms of contracts for providing certain types of services**

The consequences for violation of conditions of the contracts for providing certain types of services shall — where such contracts fail to fall within the scope of this chapter — be determined by other laws.



## CHAPTER IV

### ***STATE AND PUBLIC PROTECTION OF CONSUMER RIGHTS***

#### **Article 38. Powers of state bodies carrying out supervision over quality and safety requirements for goods (works, services)**

Supervision over quality and safety requirements for goods (works, services) shall be carried out by the authorised state bodies for the purpose of ensuring safety of goods (works, services) within the scope of their competences provided for by the laws and other legal acts of the Republic of Armenia.

#### **Article 39. Application of sanctions by authorised state bodies carrying out supervision over quality and safety requirements for goods (works, services)**

The authorised state bodies carrying out supervision over quality and safety requirements for goods (works, services) shall have the right to apply sanctions within the scope of their competences provided for by the laws of the Republic of Armenia.

#### **Article 40. Implementing protection of consumer rights by local self-government bodies**

The protection of the consumer rights shall be implemented by the local self-government bodies in accordance with the Law of the Republic of Armenia "On local self-governance".

**Article 41. Rights of public associations of consumers**

The protection of the consumers' rights shall be implemented by public associations of consumers as prescribed by the legislation of the Republic of Armenia.

**Article 42. Protection of rights of indefinite scope of consumers**

Persons prescribed by the legislation of the Republic of Armenia may bring actions before the court for declaring as illegal the actions of sellers (producers, executors) or commission agents against the indefinite scope of consumers as well as for terminating those actions.

**Article 43. Entry into force of the Law**

This Law shall enter into force on 1 January 2002.

**President  
of the Republic of Armenia**

**R. Kocharyan**

Yerevan  
20 July 2001  
HO-197