

**LAW 2251/1994 (Government Gazette 191 A' / November 16, 1994)**

**Protection of consumers, as applicable, further to the following amendments**

- of Law 2496/1997 (Government Gazette 87 A'/16-5-1997),
- of Law 2741/1999 (Government Gazette 199 A'/28-9-1999),
- of the Joint Ministerial Decision no Z1 – 496/7-12-2000 (Government Gazette 1545 B'/ 18-12-2000),
- of Law 3043/2002 (Government Gazette 192 A'/21-8-2002),
- of the Joint Ministerial Decision no Z1 – 659/14-10-2002 (Government Gazette 1373 B'/ 25-10-2002),
- of Presidential Decree 301/2002 (Government Gazette 267 A'/4-11-2002) and
- of the Joint Ministerial Decision no Z1 – 629/10-05-2005 (Government Gazette 720 B'/ 30-05-2005)
- ✓ of Law 3587/2007 (Government Gazette 152 A'/10-7-2007)
- ✓ of Law 3714/2008 (Government Gazette 231 A'/7-11-2008)
- ✓ of Law 3758/2009 (Government Gazette 68 A'/5-5-2009)

**and coded on the initiative of the General Secretariat of Consumer Affairs.**

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**Article 1 – General stipulations**

1. Consumers' rights and interests are protected by the State.
2. The State particularly sees to:
  - a) consumers' health and safety,
  - b) their financial interests,
  - c) the formation of consumers' unions
  - d) consumers' right to be heard with regard to issues that concern them and
  - e) that consumers, in particular the most vulnerable ones, receive information and education on issues pertaining to the market, competition, the consumer, the protection of the natural environment and the promotion of viable consumption.
3. The stipulations of this law are applied to all suppliers, physical or legal entities, of any form, of the public and private sector.
4. Subject to the special stipulations of this law the following meanings are given:
  - a) Consumer: every physical or legal entity or unions of entities without a legal personality who constitute the target group of products or services offered in the market and who use products or services being their end user. A consumer is also: aa) every target group of promotional activities, bb) every physical or legal entity who gives a guarantee in favor of the consumer on condition that they do not act in the context of their professional or business activity.
  - b) Supplier: every physical or legal entity who, in performing their professional or business activities, supplies products or renders services to the consumer. The term supplier also indicates the entity who is advertised.

## **PART ONE – STIPULATIONS OF SUBSTANTIVE LAW**

### **Article 2 – General terms for transactions – Abusive general terms**

1. Terms that have been set forth in advance for future contracts (general terms for transactions) are not binding to the consumer if, upon compilation of the contract, the consumer was innocently unaware of them as, and most particularly, in cases when the supplier does not indicate the existence of these terms or deprives the consumer of the possibility to acquire knowledge of their content.
2. General terms of contracts and ensuing agreements which are compiled in Greece are written in the Greek language, in a clear, precise and transparent manner to enable the consumer to fully perceive their meaning, and they are printed legibly on a visible spot of the document of

the contract.

3. Terms that have been agreed further to individual negotiations between the contracting parties (special terms) prevail over the respective general terms.
4. General terms for transactions are interpreted on the basis of the need to protect consumers. When in doubt, general transactions terms set forth unilaterally by the supplier, or by any third party acting on his behalf, are interpreted in favor of the consumer.
5. In particular, when the content of a general transactions term is examined in accordance with paragraphs 16a and 2 and 3 of articles 10 and 13<sup>a</sup> respectively, the interpretation version chosen is the least favorable to the consumer should it result in the general term being forbidden from being set forth and used.
6. General terms for transactions resulting in substantially upsetting the balance of rights and duties of the contracting parties at the expense of the consumer are forbidden and void. The abusive character of a general term incorporated in a contract is established after consideration of the nature of goods or services referred to in the contract, the objective of the contract, all special conditions upon the contract's conclusion and all other clauses of the contract or of any other contract upon which the said contract depends.
7. In all cases, abusive terms are mainly the ones which:
  - a) give the supplier, without a reasonable cause, too long a deadline for accepting the consumer's proposal to sign a contract,
  - b) restrict the undertaken contractual duties and responsibilities of suppliers,
  - c) provide for a contract termination notice period which is too short for the consumer or too long for the supplier,
  - d) entail the prolongation or renewal of a contract for too long a time period, if the consumer does not terminate it within a certain period,
  - e) reserve the supplier the right to amend or terminate a contract unilaterally without providing any specific, special and significant reason, which has been previously included in the contract,
  - f) allow the supplier to terminate a contract of indefinite duration without a notice period of reasonable length,
  - g) reserve the supplier the right to judge unilaterally if his services are rendered in compliance with the contract,
  - h) reserve the supplier the unrestricted right to determine unilaterally the length of period in which to fulfill all his engagements in connection with his service,

- i) stipulate that the service does not have to measure up to substantial, for the consumer, requirements, to the sample, to the needs of special use, for which it is intended by the consumer and which is accepted by the supplier, or to its normal purpose,
- j) permit the supplier not to fulfill his obligations without any significant reason,
- k) leave the price vague, without any significant reason, and do not allow that it be fixed based on specific criteria set forth in the contract and reasonable for the consumer,
- l) restrict the supplier's responsibility for hidden flaws of the item,
- m) exclude or restrict immensely the responsibility of the supplier,
- n) provide for the passing on of the responsibility of the salesman or the importer exclusively to the producer of the commodity or other person,
- o) restrict the obligation of the supplier to fulfill the obligations undertaken by his authorized representatives or make the fulfillment of his obligations dependent on the application of a special typical procedure,
- p) allow the supplier to terminate the contract in his own judgement - and the same option is not available to the consumer - or to withhold amounts paid for services not yet provided by him, when he is the one who terminates the contract,
- q) entail the consumer's resigning from his rights when the service is not rendered at all or when it is not properly rendered by the supplier, even if the supplier is charged with an offence,
- r) prevent the consumer from repudiating (the contract) if a price increase under the conditions of the contract is too high for him,
- s) exclude or restrict the legal option of the consumer not to execute the contract,
- t) forbid the consumer to retain all or part of payment if the supplier does not fulfill his obligations,
- u) force the consumer who has been credited with the value of commodities or services to issue a postdated check,
  
- v) entail the consumer's resigning from raising any objection against a third party who has replaced the supplier in the relation to the consumer,
- w) forbid the consumer to suggest the offsetting of amounts he owes to the supplier under the contract against amounts owed to him by the supplier,
- x) attest that the consumer is aware of certain terms in the contract or of the condition of the items supplied or of the quality of services, when actually he is not,

- y) force the consumer to pay too high a part of the fee before the beginning of the execution of the contract by the supplier, despite the fact that the supplier has not undertaken the obligation to execute the order of the consumer in accordance with specific requirements or characteristics nor does the service of the supplier constitute a service that requires a reservation,
  - z) allow the supplier to demand excessive guarantees from the consumer,
  - aa) reverse burden of proof at the expense of the consumer or restrict excessively his means of proof,
  - bb) restrict excessively the deadline within which the consumer must submit any complaints to the supplier or raise any claims against the supplier,
  - cc) without a reasonable cause, appoint the supplier as the exclusive undertaker of maintenance and repair of the said commodity and the supply of spare parts,
  - dd) impose an excessive fee on the consumer in case he does not receive the requested service or,
  - ee) exclude the possibility of disputes arising from a contract being settled by their natural judge and provide for exclusive foreign jurisdiction or arbitration,
  - ff) provide for the payment of compensation to the supplier, without obliging him to refer to and prove the loss he incurred,
8. The supplier can not invoke the invalidity of the entire contract on the grounds that one or more of its general terms are void as abusive.
9. The stipulations of this article are applicable for any term of the contract that had not been subject of individual negotiation. A term is considered of not been subject of individual negotiation when the consumer could not affect its content. The fact that for some elements of a term or for a single term there was an individual negotiation does not exclude the application of the chapter to the rest of the contract, if the amount of the circumstances testify that is a contract of accession. The burden of proof that there has been individual negotiation is responsibility of the supplier.

### **Article 3 – Contracts outside a commercial shop**

1. Contracts regarding the provision of goods or services which are drawn up further to the supplier's initiative without an explicit invitation by the consumer or further to a visit of the supplier to the consumer's place of residence, stay, or work or to a place chosen by the supplier outside the supplier's commercial shop, are null and void in favor of the consumer

unless they specifically state and include the following:

- a) the name or trade name and the full address of the supplier and of the party signing the contract in the name and on behalf of the supplier. Reference of postal box number is not sufficient,
  - b) date and full address of the place the contract was drawn up,
  - c) description of the nature and characteristics of the goods or services,
  - d) the terms for the execution of the contract and most importantly the way and time that goods are to be delivered or services to be rendered,
  - e) total fees payable by the consumer and terms of payment and most importantly, in case fees are credited or payable in installments, the actual interest rate and the maximum allowable interest rate limit and
  - f) the consumer's right to withdraw the contract as per paragraph 4 of this article, and a standard statement, in a separate document, to be used for repudiation of contract by the consumer.
2. The stipulations of the previous paragraph are also applicable when a contract is drawn up following an expressed invitation of the consumer to the supplier, however, it concerns products other than the ones mentioned in the invitation, except if the consumer is aware or ought to be aware that these other products are also traded by the supplier or if these products are directly linked to the products mentioned in the invitation.
  3. The stipulations of paragraph 1 are also applicable when the consumer submits an offer (a proposition for the drawing up of a contract) under the same conditions as in the previous paragraphs, although he is not bound by his offer until the latter has been accepted by the supplier.
  4. The consumer has the right to withdraw contracts as per paragraphs 1 and 2 or to abrogate a proposition submitted in accordance with paragraph 3, within fourteen (14) calendar days from the receipt of the contract document or from any subsequent receipt of the product, unless the contract provides for a longer period. If the right to withdraw or abrogate the proposition is exercised in writing, either in printed or electronic mode or via a fixed means, as described in case f, paragraph 1, article 4a, which is available to the supplier and to which the supplier has access, the results of the withdrawal or abrogation from the proposition are brought about on condition that the consumer has sent the relevant document before the expiration of the deadline mentioned in the previous subparagraph. The waiver of this right is not valid.
  5. It is forbidden to collect all or part of the fees even in the form of a wedding, engagement, guarantee, issuance or acceptance of marketable securities or in any other form, during the period stipulated in the above paragraph.

6. The consumer has no obligation to store or return the product sent by the supplier for testing, checking or sampling, unless there has been a specific request by the supplier or it has been agreed otherwise.
7. The stipulations of this article are not applicable:
  - a) on sales of street vendors who have no permanent establishment.
  - b) on contracts for the construction, sale or leasing of immovable property and on contracts pertaining to other rights connected with immovable property. However, contracts for the supply of goods that will be integrated in immovable property or contracts for the repair of buildings fall within the scope of the stipulations of this article.
  - c) on contracts for the supply of food, drinks or any other goods which are intended for domestic daily consumption and which are home delivered by deliverers at regular or frequent intervals.
  - d) on contracts for the supply of goods or services, on condition that the following terms are fulfilled:
    - i) the contract is made based on the supplier's catalogue, which the consumer has had the opportunity to read without the representative of the presence of the supplier's representative,
    - ii) it is expected that the supplier's representative and the consumer will continue to be in contact for that transaction or any other future transaction, and
    - iii) the catalogue as well as the contract inform the consumer that he has the right to return the goods to the supplier within a period not less than fourteen (14) calendar days as from the date of their receipt, or to terminate the contract within the same period, without undertaking any obligation other than handling those goods with reasonable care.
8. The right to withdraw is not applicable on contracts pertaining to goods and services, the price of which depends on fluctuations in the capital market in the sense of point i, case b, paragraph 6, article 4a.

#### **Article 4 – Distance selling of goods and services, other than financial services**

1. A distance contract is every contract pertaining to goods or services signed by a supplier and a consumer, without them being physically present at the same time, in the context of a system for the supply of goods or rendering of services from distance structured by the supplier, who uses, exclusively, one or more means of communication over a distance until and upon the signing of the contract. According to this article, means of communication from distance are mainly documents without a recipient, documents with a recipient, standard letters, advertising material with a coupon for placing an order, catalogues, telephone with or without

human intervention, radio, screen telephone, videotext (microcomputer and television screen) with a keyboard or a screen for interactive communication, electronic mail, fax and television.

2. A distance contract is void, in favor of the consumer, if before its signing, the consumer has not been informed through the chosen means of communication in a clear, explicit and comprehensible manner, according to the principles of good faith applicable on commercial transactions and the stipulations governing legal transactions, about the following details in particular, as well as any changes in them:
  - a) the identity and the address of the supplier,
  - b) the essential characteristics of the product or service,
  - c) the price, quantity and transportation expenses, as well as the value added tax, if it is not included in the price,
  - d) the method of payment, delivery and execution,
  - e) the period in which the offer or the price stands,
  - f) the right to withdraw,
  - g) the cost for using a communication means from distance when it is calculated based on a pricelist other than the basic, subject to par. 3 of this article and
  - h) the minimum duration of the contract for contracts pertaining to the provision of products or services on a constant or periodic basis.In a telephone communication, the identity of the supplier and the commercial purpose of the phone call must be clearly stated at the beginning of any conversation with the consumer.
3. The consumer is not billed for expenses of communication from distance used to communicate the acceptance of the service or the rendering of the service, unless otherwise stated in the proposal of the contract.
4. It is forbidden to send products or provide services to the consumer without his prior relevant order, if the consumer has to pay a price for them, or if he has to return them, even if he does not have to pay any dispatch expenses. In case products are sent or services are rendered as per the above subparagraph, the consumer has the right to dispose of the products or the services as he pleases, without owing any fee, and free of any obligation to store or return the products. The absence of any reply from the consumer in case he is given goods or services which he has not ordered does not constitute consent or silent acceptance of the relevant transaction on his part.
5. The stipulations of the above paragraph are not applicable if the supplier is not able to deliver the goods or render the services ordered by the consumer, and instead, further to a relevant agreement, he provides products or renders services to the consumer that are of equal quality at the same price, with the obligation to communicate in writing to the consumer that he may

return the products or refuse the substitution services, if they do not respond to the terms of the agreement and that expenses for their return are payable by the supplier. The above paragraph is not applicable on the dispatch of samples or advertising gifts.

6. Communication means must be used in a way that does not violate the privacy of the consumer. In particular for non requested communication the stipulations of article 11, law 3471/2006 are applicable (Government Gazette 133 A')
7. It is forbidden to collect all or part of the price even in the form of wedding engagement, guarantee, issuance or acceptance of marketable securities or in any other form, before the delivery of the product or the rendering of the service.
8. Unless otherwise agreed by the contracting parties, the supplier must fulfill the contract within a period of thirty (30) days maximum from the date the order of the consumer is communicated to him.

If this deadline expires without the supplier having taken any action, the consumer has the right to withdraw the contract.

9. The distance contract is void in favor of the consumer if the latter does not receive in due time, during the contract's execution and, at the latest, upon delivery of the products, which are not to be delivered to third parties, in written form or through any another fixed means as per case f paragraph 1 of article 4a, to which the consumer has access, and in the language used in the proposal for the contract, at least the following information:
  - a) the information as per paragraph 2 of this article,
  - b) the name and address of the supplier's store closest to the consumer to which the consumer can address for the repair of the product,
  - c) the method of payment including any credit terms or payment in installments as well as the terms for securing the payment,
  - d) the terms and the way of exercising the right of withdrawal according to paragraph 10 and, on a separate document or electronic file, a sample form for the withdrawal. During the period covered by the contract the consumer has the right to receive these information, further to his request, in writing.
  - e) information regarding after sales servicing and the existing commercial guarantees and
  - f) the terms for the termination of the contract if it is a contract of indefinite period or with a duration longer than one year.
10. In every distance contract the consumer has the right to withdraw without giving any justification within fourteen (14) calendar days, unless a longer period has been agreed, returning the product in its original condition, without being charged for any expenses other than return expenses.

Regarding the exercise of the right to withdraw the deadline mentioned in the above

paragraph starts, for products, as from their receipt, on condition that the supplier has fulfilled the obligations of paragraph 9 above, and, for services, as from the receipt of information, either through documents or fixed means, notifying the consumer that the contract has been signed according to paragraph 9 above.

If the supplier has not fulfilled the obligations stated in paragraph 9, the period for withdrawal is three months. In case of supply of products, if within the three-month period starting from the receipt of the product by the consumer, the consumer receives the information, either through documents or fixed means, notifying him of the signing of the contract according to paragraph 9, the contract is no longer void, and as from the receipt of this information there is a new deadline for repudiation of fourteen (14) calendar days. In case the right to withdraw is exercised by the consumer as per the above, the supplier is obliged to return the amounts paid to him by the consumer within thirty (30) calendar days. If the consumer exercises the right to withdraw, he must communicate the fact in writing or through another fixed means which is at the disposal of the supplier and to which the supplier has access.

11. If all or part of the price of products or services is credited to the consumer either by the supplier or by a third party, according to an agreement signed between the third party and the supplier, then if the consumer exercises the right to withdraw the contract in compliance with paragraph 10 of this article, the credit agreement can also be terminated according to the stipulations of the Civil Code without payment of any compensation.

In case of fraudulent use of the payment card of the consumer in the context of the distance contract, the consumer may ask that the cancellation of the payment according to the stipulations of the Civil Code and the amounts paid be recredited or returned.

12. The burden of proof regarding the disclosure of the above information, the written confirmation or the confirmation through a fixed means or the keeping of deadlines and the consent of the consumer are the supplier's responsibility. Clauses according to which the consumer gives up his rights stated in this article or the supplier is relieved of his responsibilities as per this article, are void. The stipulations of this article are valid and subject to specific EU stipulations or national stipulations harmonized with them applicable on certain types of distance contracts or on any issues pertaining to distance contracts.

13. The stipulations of this article are not applied:

- a) to automatic vendors,
- b) to commercial areas of automatic vending,
- c) to contracts signed with telecommunication agents through public phone booths.

Paragraphs 2, 7, 8, 9, 10 and 11, first subparagraph, of this article do not apply on contracts for supply of food, drink and any other commodity intended for daily domestic consumption

and delivered at home or at the place of residence, or work of the consumer at regular or frequent intervals by distributors. Paragraphs 2 case f, 7, 8, 9 case d', 10 and 11, first subparagraph, of this article do not apply on contracts for rendering of services pertaining to transportation, hotel, food and entertainment if the supplier undertakes the obligation to render the services on a specific date or in a specific period.

14. a. Every supplier who has the intention of concluding contracts as per par. 1 of this article, must, before initiating any activity, request to be registered in the special register kept by the Ministry of Development.

For entry in this register another factor taken into account is the history of the applicant regarding the fulfillment of his obligations stemming from the stipulations of this article, as well as any administrative penalties imposed on him for violation of these stipulations. If the supplier is a legal entity, the previous subparagraph is also applicable on the persons who are its legal representatives.

A supplier is not allowed to propose any of the above contracts unless he registers in this register within three (3) months as from the publication of this law.

b. The above registration is a necessary prerequisite for the authorization of the required tax books and records by the competent public financial authority and it is proved with a certification issued by the competent department of the Ministry of Development.

c. The Minister of Development can, with a justified decision, refuse registration, due to significant reasons, or proceed, apart from imposing penalties as per paragraphs 2 and 3 of article 13a, to the temporary or permanent erasure of the supplier from the register, if the stipulations of this law have been violated by the supplier. This decision is communicated to the competent public financial authority.

d. The terms and conditions under which the above mentioned register is kept are established with decisions of the Minister of Development which are published in the Government Gazette.

## **Article 4a – Trade of financial services over a distance**

### 1. Definitions

According to the stipulations of this article:

- a) Distance contract of financial services is every contract pertaining to financial services which is signed between a supplier and a consumer, without them being physically present at the same time, in the context of a system for the sale or rendering of services over a distance set up by the supplier, who uses exclusively, for the purposes of this contract, one or more means of communication over a distance until and upon the signing of the contract.
- b) Means of communication over a distance is every means that can be used, without the supplier and the consumer being present at the same time, for the trade of a service over a distance between these two parties, as stated in article 4, paragraph 1 of this document.
- c) Financial service is every service of banking, credit, insurance or investment nature or relative to individual pensions or payments.
- d) Consumer is every physical person who, in the context of contracts for financial services over a distance, acts for purposes outside the scope of his commercial or professional activities.
- e) Agent or supplier of a communication means over a distance is every physical or legal person, of private or public law, whose commercial or professional activity is to provide one or more communication means over a distance to suppliers.
- f) Fixed means is every means which enables the consumer to store information addressed exclusively to him, in a way that renders it accessible for future reference over a period long enough for the purposes served by the information, and which allows for the precise reproduction of the stored information.

### 2. Scope of application

With regard to contracts pertaining to financial services which include an initial agreement for the provision of the service and then successive actions or a series of distinct actions of the same nature which expand in time, the stipulations of this article are applicable only on the initial agreement.

If there is no initial agreement for the provision of the service and instead the successive or distinct actions of the same nature which expand in time are performed between the same contracting parties, paragraphs 3 and 4 of this article are applicable only on the performance of the first action. However, if no other action of the same nature is performed for a period longer

## **Article 5 – Sale of consumer goods and guarantees**

1. Under this article, supplier is also the manufacturer of a consumer product, its importer into an EU member-state, and any other person that appears as a producer of a consumer product, placing a label on it with his name, trade mark or any other distinctive mark.

2. In every sale the supplier must give the consumer, in writing, in the Greek language or in internationally established symbols, explicit and full instructions for the safe use, keeping, maintenance and the best possible utilization of the product as well as information about the risks involved in its use and keeping. The above subparagraph exempts products that are simple in their manufacture, use and maintenance, on condition that the manufacturer of these products has not given any instructions for them in any language.

3. During the sale, the supplier must inform the consumer about the possible duration of the product's life. Possible duration of the product's life is a reasonably expected period during which the product can be used according to its purpose, even after a repair or a replacement of spare parts, until wear resulting from its regular use renders either the product useless or its further use financially disadvantageous.

The consumer is informed by the supplier about the possible duration of the product's life through any means available, such as a relevant note in the instructions of use or guarantee brochure. Proving that this information has been given to the consumer is the supplier's responsibility.

Every physical or legal entity which provides, in the context of his professional, commercial or business activity, directly to the consumer consumable products, is obliged to repair the product, within the limits of the guarantee provided for it either in the contract or by law, free of charge. If the product is no longer covered by the guarantee, but it is still within the possible duration of its life, the supplier must ensure to its repair and the provision of its spare parts.

4. When the consumer is given a guarantee, the supplier must give the guarantee in writing or through any other technical means that can be available to and accessible by the consumer. If the supply pertains to new products with a long life (durable consumable goods), a written guarantee must be provided. The guarantee must include, in a simple, legible and comprehensible wording in the Greek language, at least the trade name and the address of the guarantor, the product to which the guarantee pertains, the exact content of the guarantee, its duration and the place where it is valid. The guarantee must state, clearly and fully, the rights of the consumer in accordance with laws applicable and clarify that these rights are not affected by the guarantee. The guarantee must be in compliance with the rules of good faith and cannot be retracted by excessive exceptions covenants. The duration of the guarantee must be reasonable compared to the possible duration of the life of the product. In particular, for peak technology products, the

duration of the guarantee must be reasonable compared to the period for which these products are expected to remain modern from a technology point of view, if this period is shorter than the estimated duration of their life.

5. Violation of the stipulations of the previous paragraph does not affect the validity of the guarantee, which the consumer can refer to and demand that it must be executed. If there is a replacement of a product or of its spare parts, the guarantee is automatically renewed for all its duration with regard to the new product or spare part. If during the guarantee period the product shows a flaw and the supplier refuses or takes longer than necessary to repair it, the consumer is entitled to ask for the replacement of the product with a new one of equal value and quality or to withdraw the contract. If the period required for the repair exceeds fifteen (15) working days, the consumer is entitled to ask for temporary replacement of the product during the period of the repair.

6. In any case the responsibility of the vendor for real defects or absence of the agreed qualities is subject to the application of the stipulations of the Civil Code. Any waiver of consumer protection as per those stipulations, before the disclosure of the defect or the absence of the agreed quality, is not valid.

Any dispute arising from the sale of consumable products which is brought before Greek courts, regardless of the law applicable on it, is settled based on the stipulations of the Greek law governing the sale of consumable products to the extent that they provide better protection to the consumer.

7. The supplier of new durable consumer goods must ensure that consumers are consistently provided with technical services for maintenance and repair of these goods for a period as long as the estimated duration of the products' lives. Additionally, the supplier must ensure that consumers can easily have access to spare parts and any other products required for the use of the durables for their intended purpose, and for all the estimated duration of their lives.

8. Any waiver of consumer rights, in advance, as per the stipulations of this article is void.

#### **Article 6 – Producer's liability for defective products**

1. The producer has liability for any loss incurred due to defects of his product.
2. Producer is considered to be the manufacturer of a final product, raw material or constitutive element, as well as any other person appearing as the producer of the product by putting on it his trade name, trade mark or other distinctive characteristic. Products in the sense of this article are considered to be movable things incorporated as components in other things movable or immovable. Products are also considered to be the natural forces, mostly electrical

power and heat, considering that they are owned when they are restricted into a specific area.

3. Anyone who imports a product for sale, leasing, or operational leasing or any other form of distribution in the context of his professional commercial activity has the same liability as the producer.

4. When the identity of the producer is unknown, all suppliers of the product are considered producers for the purposes of this law, unless within a reasonable period, they inform the consumer about the identity of the producer or the person who supplied the product to them. The same is applicable for suppliers of imported products, when the identity of the importer is unknown, even if the identity of the producer is known.

5. Defective is a product which does not have the performance that can be expected based on its specifications or that is not as safe as it can be reasonably expected given all special conditions and mostly its appearance, its expected use and the time at which it is released. A product is not defective only because another product, a more advanced one is released at a subsequent time.

6. Loss referred to in paragraph 1 includes the following: a) loss due to death or physical injury, b) damage or destruction, due to the defective product, of every asset of the consumer, apart from the defective product itself, including the right to use environmental goods, on condition that the loss from their damage or destruction exceeds the amount of five hundred (500) euro, and on condition that by nature they were destined to be and were actually used by the person suffering the loss for his personal use or consumption.

7. Financial compensation due to moral damage or emotional suffering is also payable if the stipulations of this article are violated.

8. The producer has no liability if he proves that:

a) he did not release the product,

b) the defect did not exist when the product was released in the market,

c) he did not manufacture the product aiming at distributing it and he did not distribute it in the context of his professional activity,

d) the defect is due to the fact that the product has been manufactured in accordance with rules of emergency law,

e) when the product was released in the market, the level of scientific and technical knowledge did not enable the discovery of the defect.

9. The producer of a component does not have any liability also when he proves that the defect is due to the designing of the product in which the component was incorporated, or to the instructions given by the manufacturer of the product, and therefore producer is considered to be the manufacturer of the product in which the component was incorporated.

10. If two or more persons are liable for the same damage, these persons are fully responsible towards the party suffering the damage and they have the right of recourse between

themselves depending on the participation of each one of them in the damage.

11. The liability of the producer is not reduced if the loss is due to a defect of the product as well as to an action or failure to act of a third party, except if there is also a minor offence on the part of the person suffering the loss or of a person for whom the person suffering the loss is responsible.

12. Any agreement that limits or exonerates the producer's liability is void.

13. Claims against the producer for losses are erased three years after the party incurring the loss has been informed or should have been informed about the loss, the defect and the identity of the producer. Ten years after the release of the specific product the rights of the party incurring the loss against the producer are written-off.

### **Article 7 – Health and safety of consumers**

1. Suppliers are obliged to sell in the market only safe products. For the application of this article, supplier is also the producer of a consumable good in the sense of paragraph 2 of article 6, his representative, the importer of a consumable product in an EU member state and any other professional involved in the chain for the supply of the market of the consumable product and able to affect the product's safety characteristics, as well as the distributor.

2. For the application of this article, product is every product intended for consumers or that may, under reasonably predictable circumstances, be used by consumers, even if it is not intended for them, and which is provided or sold in the context of a commercial activity in exchange for a price or for free, either new, used or restructured. In the sense of the above subparagraph products are not used products sold as antiques or as products that must be repaired or reconstructed before their use, on condition that the supplier informs about that the person to whom he supplies the product.

3. A product is considered safe when, under normal or reasonably predictable circumstances of use, including the duration of use and the position of the product in operation, its installation and maintenance needs, it either does not present any danger or it presents insignificant dangers connected to its use which are considered acceptable in the context of the high level of protection of the health and safety of people, considering, in particular, the following:

a) the characteristics of the product and in particular its composition, packaging, assembling instructions, installation and maintenance,

b) the impact this product has on other products, if, reasonably, it can be predicted that this product will be used along with other products,

c) the presentation of the product, its marking, its warnings of danger, and instructions for its use and sale, as well as any other instruction or information about the product,

d) categories of consumers who are exposed to danger due to the use of the product, particularly

the minors and the elderly.

4. The possibility to achieve a higher degree of safety or supply of other products, of lower risk, does not constitute a reason good enough to characterize a product as not safe or dangerous.

5. When they sell their products, suppliers must comply with the rules of EU and Greek law, the standards adopted for the health and safety of people, the recommendations of the European Commission for the assessment of the safety of a product, the codes for proper practice and ethics applicable on a specific field and the existing knowledge and techniques on safety, which can be reasonably expected by the consumers.

A decision of the Minister of Development or a joint decision of him and of the, according to the case, competent minister sets the reference details for standards applicable in Greece per category of products and any other specific issue and relative detail for compliance with the general order for the safety of products, in accordance with the relevant stipulations of the joint ministerial decision no Z3/2810/2004 (Government Gazette 1885B'). A similar decision also establishes the procedures for checking, sampling, and performing laboratory tests on products and the restrictive measures regarding their sale, makes a list of laboratories for samples examination and of agencies for products accreditation and regulates any other specific issue and relevant detail.

6. Products that, when used in conditions that are normal or predictable, present or may present serious dangers for the safety and health of consumers, are revoked, withdrawn or blocked as a precaution by the competent authority. The procedure, the terms and conditions for the revocation, withdrawal, disposal under terms, disengagement, destruction and in general the future of these products and any other issue and relevant detail are regulated with a decision of the Minister of Development or a joint decision by him and the competent minister.

The measures of the previous subparagraph are also applied on products that, despite the fact that they fulfil the criteria of the general order for safety in accordance with the stipulations of the joint ministerial decision no Z3/2810/2004, present serious dangers for the health and safety of consumers.

7. The producers in the context of their obligation as per paragraph 1, must:

a) provide the consumer the appropriate information in the Greek language to enable him to evaluate the inherent dangers of the product during its normal or reasonably predictable use on condition that these dangers can be immediately perceived without a warning,

b) take the measures required, depending on the characteristics of the products they supply, to inform consumers about the dangers that their products may present, and, if necessary, take the indicated action to prevent danger, for instance warning consumers in an

effective manner, retract or revoke the product from the market, or having consumers return the product. Suppliers take these actions either of their own free will or further to a request by the competent authorities.

Products are revoked if producers deem it necessary or if the competent authorities impose it, if any other action is not good enough to prevent possible dangers.

8. In the scope of their activities distributors are obliged to comply with the requirements for the sale of safe products, being very careful not to supply products for which they know, or they ought to have known, based on the information available to them and their professional experience, that they do not comply with these requirements.

Proving lack of knowledge is distributors' responsibility.

Distributors must take part in the procedure of monitoring the safety of products available in the market and to cooperate to this end with the producers and the competent authorities, mostly conveying information regarding the dangers of the products and providing the necessary documents that enable to establish the products' origin.

9. If suppliers know or ought to know, based on the information they have and their professional experience, that the product they have sold in the market presents dangers for the consumer which are not compatible with the requirements for safety, they must notify immediately the General Secretariat of Consumer Affairs and all other competent authority for the prevention of these dangers.

10. Suppliers must cooperate with the competent authorities, further to a request of the latter, in taking measures against dangers presented by products, which they supply or have supplied, to the consumers.

11. A joint decision of the Minister of Development and of the competent minister, depending on the case involved, appoints the authorities responsible for examining the compliance of products with safety requirements and establishes the relevant powers of these authorities, the cooperation among them and with the competent authorities of the EU member states, as well as every specific issue and detail. Penalties for violating the stipulations of this article as well as the procedure for imposing them are set by a similar decision.

12. The decisions of paragraph 6 are communicated, by proof, to the interested party. Against these decisions is allowed a quasi-judicial proceeding before the Minister of Development within an exclusive period of thirty (30) days as of the communication of the decision. The Minister of Development adjudicates the proceeding within an exclusive period of sixty (60) days as of the date of the proceeding.

13. Public authorities and authorities which, during the performance of their duties, become aware of the presence of not safe or dangerous products, must notify immediately the General Secretariat of Consumer Affairs.

14. The stipulations of this article do not affect special stipulations of existing laws pertaining to specific types or categories of products.

#### **Article 7a – Mental health of juveniles**

1. Suppliers must provide the market with products, which by destination, use or conditions of sale, do not entail any danger for the mental, intellectual or moral development of juveniles. Under this article, supplier is also the producer of consumer goods, as per paragraph 2 of article 6, his representative, the importer of a consumer good into an EU member state and every other professional participating in the supply chain of the market with a consumer good and who can affect its characteristics of safety, as well as its distributor.

2. Products entailing dangers for the mental, intellectual or moral growth of juveniles are mostly considered products which:

- a) cause juveniles to feel insecurity or fear,
- b) encourage, directly or indirectly, aggressive behavior and in particular the use or exercise of violence,
- c) insult human dignity,
- d) encourage the adoption of behavior models which are not appropriate to moral and legal rules of contemporary society or which are detrimental to the environment,
- e) promote discriminations on account of race, sex, religion, nationality or disability,
- f) encourage addictions and activities which are harmful to juveniles.

3. With his decision the Minister of Development can, further to an opinion given by the Committee as per paragraph 4, impose, for the protection of juveniles, restrictive and corrective measures on the circulation of products which, under usually or reasonably predictable conditions, involve severe risks for the mental, intellectual or moral growth of juveniles, such as modifying their marking or subjecting them to specific trade terms. This decision can be contested through the quasi-judicial proceeding of paragraph 12, article 7, applicable according to the case.

4. In the General Secretariat of Consumer Affairs of the Ministry of Development there is a Juvenile Protection Committee which is a consultative body of the General Secretariat of

Consumer Affairs on issues regarding the application of this article. This Committee which is formed with a decision of the Minister of Development consists of: a) a representative of the Citizen's Advocate, b) a representative of the Consumer's Advocate, c) a representative of the Health Institute for the Child, d) a member of the Teaching and Research Staff of a University specialized in child psychology or sociology issues, e) a representative of the National Council of Market and Consumer, coming from consumers' unions, f) a representative of the Central Union of Chambers in Greece, g) a representative of the Association of Toys Manufacturers, h) a representative of the National Confederation of Greek Trade and i) a representative of the General Secretariat of Consumer Affairs. The members of the Committee, and their substitutes, are proposed by their bodies, within an exclusive period of thirty (30) days as of the communication of a relevant invitation of the Minister of Development to them. If the bodies do not propose their representatives within the period indicated in the above subparagraph, the latter are appointed by the Minister of Development. The members of the Committee, with their substitutes, the President and the Vice-president and its secretary are appointed further to a decision of the Minister of Development with a two(2)-year term. Additional issues regarding the responsibilities and functions of the Committee as well as every relevant detail are specified by a similar decision. A joint decision of the Ministers of Economy and Finance and Development establishes the fee of the members of the Committee and its secretary.

5. Producers, importers, or their representatives in Greece, of electronic products for entertainment and leisure activities, such as electronic games, and video games, must classify these products based on the age groups to whom they are addressed.

The criteria for the classification of products, the relevant marking as well as their advertising must not oppose the stipulations of paragraph 2 and the codes of appropriate practice, which are compiled by the Committee of paragraph 4, in cooperation with the interested bodies and the General Secretariat of Consumer Affairs.

6. Businesses that provide, free of charge or with a charge, the use of electronic games to consumers must comply with the notifications of the above paragraph regarding areas, which are accessible also to children.

7. The applicable stipulations of this article are subject to more specific Greek and EU regulations.

## **Article 8 – Liability of the provider of services**

1. The services' provider is liable for every damage on assets or moral he caused illegally

and culpably, with an action or omission, during the provision of the services to the consumer. Service provider is considered whoever, in the context of the exercise of a professional activity provides a service in an independent manner.

2. According to this article, a provision the immediate and exclusive object of which is the manufacture of products or the transfer of property rights or intellectual property rights is not a service.

3. A person incurring a loss must prove the loss and the causal connection between the provision of the service and the loss.

4. The service provider carries the weight of proof for the absence of his offence and liability. Regarding absence of liability it is taken under consideration the reasonably expected safety and all special conditions and mostly:

a) the nature and the object of the service, mostly in connection to the degree of danger,

b) the presentation and the mode of provision,

c) the time of provision,

d) the value of the service provided,

e) the freedom of action left to the party incurring the loss in the context of the service,

f) whether the party incurring the loss belongs to a category of disadvantaged or vulnerable persons and

g) whether the service rendered is offered voluntarily by the party rendering it.

5. The rendering or the possibility of rendering a more advanced service at the time of the provision of that specific service or in the future does not constitute liability unless there is further reason.

6. The stipulations for joint liability, for reduction or repeal of liability and prohibition of exonerative clauses of paragraphs 10, 11 and 12 of article 6 are applied proportionally and on the liability of the services provider.

## **Article 9 – Advertising**

1. a) Advertising in the sense of this law is any announcement made through any means in the context of commercial, industrial, handicraft or professional activity with a view to promoting the sale of goods or services, including real estate and relevant rights and obligations.

b) Supplier in the sense of this article is every physical or legal person who acts for purposes related to commercial, handicraft, business or free professional activity as well as every person acting in the name or on behalf of the supplier.

c) Owner of a code, in the sense of this article, is every entity, including a supplier or a group of suppliers, responsible for forming and reviewing a code of behavior as well as for monitoring the

compliance with the code of all who declare that they are bound by the code.

2. Comparative advertising is all advertising that refers to, directly or indirectly, or implies the identity of a specific competitor or the products or services that he offers. This advertising, with regard to comparison, is allowed on condition that:

- a) it is not misleading in the sense of stipulations of article 9d and 9e,
- b) it compares products or services which respond to the same needs or have the same goals,
- c) it compares, in an objective way, one or more features which are essential, relative, verifiable and representative of the said products and services, and which may also include the price,
- d) does not result in defamation or devaluation of trade marks, trade names, other distinctive marks, products, services, activities or the situation of a competitor,
- e) for products with tags, it regards, in all cases, products with the same tag
- f) it does not take unfairly advantage of the reputation of a trade mark, trade name or other distinctive mark of a competitor or of the marks of origin of competitive products,
- g) it does not present a product or a service as an imitation or copy of a product or service with a trade mark or trade name and
- h) it does not cause confusion among suppliers, between advertiser and competitor or among trade marks, trade names, other distinctive characteristics, products or services of the advertiser and the competitor.

3. Every comparative advertising which is referred to in a special offer is allowed on condition that it points out in a clear manner the date on which the offer expires or, if necessary, that the special offer depends on the availability of products and services. If the special offer has not started yet, it must also be stated the starting date of the period in which the special price or other special terms are valid.

4. In advertising, reference or reproduction of results of comparative tests on goods or services, performed by third parties, is only allowed with the written consent of the party responsible for those tests. In that case the advertised party is responsible for the comparative test as if he had conducted it himself or as if he had it conducted according to his instructions.

5. The transmission of an advertising message directly to the consumer through telephone, fax, email, automatic call or other electronic means of communication is only allowed on condition that the terms and prerequisites of article 11, law 3471/2006 are abided by.

6. Television stations are forbidden to broadcast commercials for children's toys from 07:00hrs to 22:00hrs every day. For the application of the above subparagraph, television stations are considered to be suppliers in the sense of paragraph 1.

7. With a decision by the Minister of Commerce, published in the Government Gazette, there can be special rules established for the advertising of specific categories of products or

services to safeguard the actual ability of the consumer to be informed about products and services' prices and characteristics so that he can evaluate the quality and the price.  
8. In case of violation of the stipulations of this article the stipulations of article 9i are applied.

## **PART TWO – UNFAIR TRADE PRACTICES**

### **Article 9a**

#### **Definitions**

For the purposes of this part meanings are as follows:

- a) consumer: every physical person who acts for reasons which do not come under his commercial, business, handicraft or free professional activity,
- b) supplier: every physical or legal person acting for purposes pertaining to commercial, business, handicraft or free professional activity, as well as every person acting in the name or on behalf of the supplier,
- c) product: every good or service including immovable property and relevant rights and obligations,
- d) commercial practices of businesses towards consumers: every action, omission, way of behavior or representation, commercial communication, including advertising and marketing of a supplier, which is directly linked to the promotion, sale or supply of a product to consumers,
- e) essential distortion of the financial behavior of consumers: the use of commercial practice with a view to reduce significantly the ability of the consumer to make a well-founded decision resulting in the consumer making a decision about a transaction which he would not make otherwise,
- f) code of behavior: every agreement or set of rules which are not imposed by a legislative, normative or administrative stipulation, and determine, with regard to one or more specific commercial practices or business sectors, the behavior of suppliers who commit to being bounded by this code,
- g) owner of code: every entity, including a supplier or a group of suppliers, which is responsible for establishing and reviewing a code of behavior as well as for monitoring the compliance with the code of all who undertake to be bounded by the code,
- h) professional dutifulness: the standard of the special technical ability and care that is reasonably expected to be shown by a supplier to consumers, in a way that corresponds to honorable practices in the market and/or to the general principle of good faith, in the field of activities of the supplier,
- i) invitation for purchase: the commercial communication to which the characteristics and the price of a product refer to in a way appropriate for the means of commercial communication used so that the consumer has the ability to make the purchase,

j) abuse of influence: taking advantage of the power position with regard to the consumer to exercise pressure, even without the use or threat of physical violence, in a way that significantly restricts the ability of the consumer to make a well-founded decision,

k) transaction decision: the decision made by a consumer as to whether, how and under which conditions he will make a purchase, he will pay all or part of the price, he will keep or sell the product, or he will exercise a contractual right on the product, regardless of whether the consumer will decide to take action or not,

l) legally established profession: the professional activity or a group of professional activities the access to which, or the exercise of which, or one of the modes for their exercise, presupposes, directly or indirectly, special professional qualifications, in compliance with legislative, regulatory or administrative regulations.

## **Article 9b**

### **Scope of application**

1. Subject to: a) EU and national rules pertaining to health and safety issues for products, b) any terms of installation or regimes for licenses, or ethical codes of behavior or other special rules governing legally established professions, so as to keep high standards of professional integrity, which the member states can impose on professionals in accordance with EU law, the stipulations of this part are applied on unfair commercial practices of suppliers towards consumers.

2. The stipulations of this part are not applicable on the certification and inscription of the nominal title of objects of precious metals.

3. If the stipulations of this part collide with other rules of EU law regulating specific aspects of unfair practices, these rules predominate.

## **Article 9c**

### **Interdiction of unfair commercial practices**

1. Unfair commercial practices, which are adopted before, during and after a commercial transaction pertaining to a specific product, are prohibited.

2. A commercial practice is unfair if it opposes the requirements of professional conscientiousness, and distorts essentially or it may distort essentially the financial behavior of the average consumer, to whom the product arrives or is addressed, or of the average individual of a consumers' group, if a commercial practice is addressed to a specific group of consumers.

3. Commercial practices which may distort essentially the financial behavior of only one clearly defined group of consumers who is particularly vulnerable to this practice or to the specific product due to mental or physical disability, age, or lack of experience in such a way that the supplier can reasonably predict it, are evaluated based on the average individual of that specific group. The above subparagraph is applied and subject to the common and fair advertising practice of making statements which exaggerate or statements which are not expected to be considered, as they are, literally.

4. Commercial practices are unfair, mostly when they are misleading or aggressive, as specified in articles 9d, 9e, 9f and articles 9g and 9h respectively.

#### **Article 9d**

##### **Misleading actions**

1. A commercial practice is considered misleading if it includes false information and is, therefore, untrue, or if, in any way, including its total presentation, it misleads or may mislead the average consumer, even if the information is, objectively, correct with regard to one or more of the information mentioned below and, in any case, it leads or may lead the consumer to make a transaction decision which otherwise he would not make. These information are as follows:

- a) the existence or the nature of a product,
- b) the main characteristics of the product, such as availability, benefits, dangers, execution, composition, accessories, after-sales support to the consumer and handling of complaints, method and date of manufacture or provision, delivery, suitability, use, quantity, specifications, geographical or commercial origin or expected results from the use of the product, or results and essential characteristics of trials or tests on the product,
- c) the extent of the commitments of the supplier, the motives for the commercial practice and the nature of the procedure of sales, every statement or symbol pertaining to direct or indirect sponsoring or approval of the supplier or the product,
- d) the price or the method for its calculation, or the existence of a special low price,
- e) the need for service, spare part, replacement, or repair,
- f) the nature, the characteristic features and the rights of the supplier or his representative, such as his identity and his assets, his qualifications, capacity, approval, corporate relation, connection and ownership of rights of industrial, commercial or intellectual property, or his awards and distinctions,
- g) the rights of the consumer including the right of replacement or return in accordance with article 5.

2. A commercial practice is also considered misleading if, in its real context, considering all its characteristics and the circumstances, it leads or may lead the average consumer to make a transaction decision which he would not make otherwise, and this practice includes:

- a) every marketing effort, including comparative advertising, which creates a confusion about products, trade marks, trade names and other distinctive traits of a competitor,
- b) failure of the supplier to honour his engagements which include codes of behavior to which he committed himself, when the commitment pertains to reality and not to the future, and it can be verified and the supplier has stated in a commercial practice that he is bound by the code.

## **Article 9e**

### **Misleading omissions**

1. A commercial practice is considered misleading if, in its real context, considering all its characteristics and the circumstances, as well as the restrictions of a specific means of communication, it omits essential information needed by the consumer, depending on the specific framework, to make a well-founded transaction decision, and therefore it leads or may lead the average consumer to make a transaction decision which he would not make otherwise.

2. A misleading omission also takes place if the supplier conceals essential information or provides it in a way that is unclear, incomprehensible, ambiguous, or off-time as per paragraph 1, or if he does not specify the commercial goal of the commercial practice, if this goal is not already obvious from the specific context and if, in both cases, this results or may result in the average consumer making a transaction decision which he would not make otherwise.

3. When the means, which is used for the announcement of the commercial practice, imposes time or place restrictions, these restrictions, as well as the measures taken by the supplier to render the information accessible to consumers in another way, are taken into consideration so as to determine whether the information has been omitted.

4. Regarding an invitation to purchase, the following information is considered essential, if it is not already obvious from the specific context:

- a) the main characteristics of the product, to the extent that they are recommended in relation to the means and the product,
- b) the supplier's address and identity, such as his trade name, and if appropriate, the address and the identity of the supplier on behalf of whom the representative acts,
- c) the price, including taxes or if, due to the nature of the product, the price can not be reasonably

fixed in advance, then the method based on which the price is calculated, and if necessary, all additional charges for dispatch, delivery or post office, or, if these charges can not be reasonably calculated in advance, reference of the fact that such additional charges may be required,

d) the arrangements for payment, delivery, execution, and handling of complaints, if they deviate from the requirements of professional conscientiousness,

e) for products and transactions, if there is a right for repudiation or cancellation, reference of the existence of this right.

5. Requirements regarding the supply of information set by EU laws pertaining to commercial communication, including advertising and marketing, are considered essential.

## **Article 9f**

### **Cases of misleading commercial practices**

In any case, commercial practices which mostly consist of the following are forbidden as misleading:

a) allegation that the supplier has committed himself to a behaviour code, when actually he has not,

b) use of mark or relevant distinctive trait without permission,

c) allegation that a code of behaviour has the approval of a public or another agent, when actually this is not the case,

d) allegation that the supplier, including his commercial practices, or a product has obtained the approval, certification or license of a public or private agent, when actually it has not, or a similar allegation which does not correspond to the terms of the approval, certification or license,

e) invitation to purchase products at a specific price without making known any reasonable causes that the supplier may have for which he believes that he will not be able to supply or engage another supplier to supply these products or their equivalents at that price for a reasonable period and at reasonable quantities, considering the product, the scale of its advertising and the price offered (bait advertising),

f) invitation to purchase products at a specific price and then: aa) refusal to show the advertised product to consumers or bb) refusal to take orders for the product or to deliver it in a reasonable period or cc) show of a defective sample of the product with a view to promoting another product (“bait and switch”),

g) a false statement that the product will be available for a very limited period, or that it will be available only on special conditions for a very limited period, so as to induce an immediate decision from consumers and deprive them of the possibility or the time to make a well-founded choice,

- h) undertaking the obligation to render after-sales services to consumers with whom the supplier had communicated before the transaction in a language that was not the official language of the member state in which the supplier was established and then providing this service only in another language, without notifying the consumer accordingly before his engagement in the transaction,
- i) stating or creating in any other way the impression that the product can be legally sold, when this is not the case,
- j) presentation of the rights granted to the consumer by law as a special trait of the offer of the supplier,
- k) use of announcements in the media, for marketing a product, paid by the supplier, without this being clear in the content of the announcement or from an image or sound easily recognizable by the consumer (hidden advertising), subject to stipulations of presidential decree 100/2000 (Government Gazette 98A') as applicable,
- l) wording an essentially inaccurate allegation with regard to the nature or the extent of danger threatening the personal safety of the consumer or his family, if the consumer does not purchase the product
- m) promotion of a product similar to the one offered by a specific manufacturer so as to deliberately mislead the consumer into thinking that the product has been made by the same manufacturer when this is not the case,
- n) creation, operation, or promotion of a pyramid sales system, where the consumer considers that he has the opportunity to have greater profit by introducing other consumers to the system, rather than with the sale itself or the consumption of products,
- o) allegation that the supplier is going to stop his activity or move away, when this is not the case,
- p) allegation that the products can facilitate profit in gambling,
- q) false allegation that the product can cure disease, malfunctions or malformations,
- r) propagation of essentially inaccurate information regarding the conditions of the purchase or the possibility of finding the product, so as to urge the consumer to acquire the product with terms less favorable as compared to those applied under normal conditions in the market,
- s) allegation for a commercial practice regarding the conduct of a contest or the award of prizes without giving the described prizes or their equivalent,
- t) description of the product as “for free”, “without charge” or a similar wording, when the consumer must make a payment other than the inevitable cost for responding to the commercial practice or for the receipt or delivery of the object,
- u) addition to the marketing material of an invoice or a similar document with which payment is requested and which gives the consumer the impression that he has already ordered the product,

when this is not the case,

v) false allegation or creation of the impression that the supplier does not act for purposes connected to his commercial activity, business, trade or profession, or he pretends to be the consumer,

w) creation of the false impression that services after the sale of the product are available in a member state other than the one where the product is sold.

## **Article 9g**

### **Aggressive Commercial Practices**

1. A commercial practice is considered aggressive if, in its actual context, considering all its characteristics and circumstances, it uses harassment, coercion, including use of physical violence, or abuse of influence and therefore, it obstructs or may significantly impede the freedom or choice or behaviour of the average consumer towards the product, and as a result it leads him or may lead him to make a transaction decision which otherwise he would not make.

2. To determine whether a commercial practice uses harassment, coercion, including physical violence, or abuse of influence, all its details are taken into account and mostly the following:

a) the time, place, nature, or persistence,

b) the use of threatening or insulting phrases or behavior,

c) the exploitation, by the supplier, of every specific unfortunate event or circumstance, which he is aware of and which is so significant that it disturbs the judgment of the consumer, in order to affect the consumer's decision regarding the product,

d) any onerous or disproportional non contractual obstacle imposed by the supplier when the consumer wishes to exercise his rights in the context of the contract, including his right to terminate the contract or choose another product or another supplier,

e) any threat to take measures that can not be legally taken.

## **Article 9h**

### **Cases of aggressive commercial practices**

Commercial practices forbidden as aggressive mostly consist of the following:

a) creating the impression that the consumer can not leave the place until the contract is signed,

b) personal visits to the consumer's residence, during which the consumer's request that the supplier leaves or does not come back, is ignored, unless those visits are justified under the circumstances and to the extent that they are justified for the fulfillment of a contractual obligation,

- c) continuous and undesirable hunting of customers in public areas, through telephone, fax or email or other means over distance, except from cases when and to the extent that it is justifiable for the fulfillment of a contractual obligation subject to paragraph 6 or article 4 of this law and the stipulations of law 2472/1997(Government Gazette 50 A'), as applicable,
- d) demanding that the consumer who wishes to make a claim in accordance with an insurance contract submit documents which can not be reasonably considered relevant to the proving of the claim, or avoiding systematically to reply to relevant letters of the consumer, so that the consumer is discouraged from exercising his contractual rights,
- e) including in an advertisement a direct pressing invitation to children to buy or convince their parents or other adults to buy for them the advertised products, subject to article 7 of presidential decree 100/2000 as applicable,
- f) demanding direct or subsequent payment or return or keeping in relation to products supplied by the supplier, which however have not been ordered by the consumer, unless these products are substitutes supplied in accordance with paragraph 5 of article 4,
- g) clear notification to the consumer that not buying the product or accepting the service endangers the profession or the life of the supplier,
- h) creating the false impression that the consumer has already won, is going to win, or, if he takes a specific action, will win a prize or will have a relevant benefit, when in reality this is not the case, or that the possibility to be awarded a prize or another benefit requires the payment of money by the consumer or entails some other expense.

## **Article 9i**

### **Penalties**

1. Every consumer or a union of consumers, have the right, in case of violation of stipulations of articles 9c up to 9h, to ask for the judicial termination of every unfair commercial practice and its omission in the future, as well as compensation for the loss they incurred due to that practice. The judicial means of the above subparagraph may be exercised, individually or jointly, against one or more suppliers of the same financial sector or against the owner of a code, if the latter promotes a code that encourages non-compliance with the stipulations of this law.
2. The Court may, further to a relevant application, order through the press or any other means available, the publication of the decision which orders the termination of an unfair commercial practice, in its entirety or in part, as well as the publication of a relevant correctional statement of the offender.
3. The supplier who is accused of violation of the stipulations of this part, must submit to the Court proof regarding the accuracy of the real allegations pertaining to the commercial practice, if that is deemed necessary by the Court, considering the facts of the specific case, and the legal interests of all litigants. If that proof is not submitted or if it is deemed inadequate, the allegations of the complainant consumer or consumers are considered true.
4. Owners of codes of behavior may also conduct the check on unfair commercial practices, if there are relevant procedures for recourse to these agencies. Recourse to the procedures of the above subparagraph does not mean waiving the right to settle the matter in court.
5. The Minister of Development may order, with his decision, for reasons of public interest, the immediate termination of an unfair commercial practice. Failure to comply with his decision brings on the offender the penalties of article 13a of this law.

## **PART THREE – ORGANIZATION PROVISIONS**

### **Article 10 – Consumers unions – Collective protective measures**

1. Consumers unions are constituted as associations and are governed by the stipulations of this article and the Civil Code. Consumers unions are exclusively intended to protect the rights and interests of consumers. They represent consumers in bodies in which consumers are to be represented, they provide information and consultation to consumers, they stand for them in court and out of court, and they apply collectively to court in accordance with the stipulations of this article.
2. Consumers unions are organized in consumers unions of first and second degree. Only physical persons can be members of a first degree consumers union. Only first degree consumers unions can be members of a second degree consumers union. The establishment of a first degree consumers union requires at least one hundred (100) founding members. In municipalities with a population smaller than five thousand (5.000), fifty (50) founding members suffice. Consumers unions can also establish offices in regions outside the region of their head offices. A physical person is not allowed to participate in more than one first degree consumers union. The establishment of a second degree consumers union requires the participation of at least five (5) first degree consumers unions. A first degree consumers union is not allowed to participate in more than one second degree consumers union. Consumers unions may be organized beyond the second degree, in the same mode as the second degree consumers unions.
3. Consumers unions obtain legal personality upon their registration in the Register of Consumers Unions (henceforth “Register”).
4. The General Secretariat Consumer of Affairs in the Ministry of Development keeps the Register in which consumers unions of all degrees are registered. The Register is a public book that also includes the tax registration number of all consumers union. Anyone interested can have access to the entries of the Register and request a copy or a certificate of these documents. The stamp, the forms and the documents of consumers unions must bear the number of their entry in the Register. Issues pertaining to the application of this paragraph as well as all relevant details are settled with a decision of the Minister of Development.

5. The consumers unions maintain in written or electronic form the following books, which are numbered and approved by the Secretary of the First Instance Court competent for their head offices: a) a Registry Book of members. The Registry Book of members of a first degree union indicates the name and surname, the profession, the home address, the identity card number and the dates of enrollment and erasure of each member. The Registry Book of members of a second degree consumers union indicates their name and head offices, the number of registered members, the dates of enrollment and erasure, and the court decisions approving or amending the articles of association of members composing the union, b) A Book with Minutes of the General Meetings of their members, c) A Book with Minutes of the meetings of the management, d) A Cash Book where, in chronological order, all collections and payments are entered, and e) A Book of Property which includes all movable and immovable property of the union.
6. Resources of consumers unions are exclusively the following:
  - a) enrollment rights, subscriptions and members' volunteer contributions,
  - b) income from the use of their property,
  - c) inheritances, bequests,
  - d) state funding, or funding from local authorities (O.T.A.)
  - e) subsidies from the European Union, international organizations and international unions of consumers,
  - f) 35% rate on the amounts ordered by court in accordance with paragraph 22 and,
  - g) money raised from the sale of forms and public events.
7. Consumers unions of all degrees apply for subsidies to the General Secretariat of the Consumer. Unions' applications must be accompanied by a budget of operating expenses and a plan for suggested actions in the subsequent year, as well as a detailed report on the previous year. The General Secretariat of the Consumer evaluates the suggested actions and may grant a subsidy for them further to an opinion by the National Council for Consumer and Market (E.S.K.A.) based on criteria set by a decision of the Minister of Development which is published in the Government Gazette.

Every decision regarding the funding of a consumers union of any degree by any other agent must be communicated to the General Secretariat of Consumer Affairs. Failure to communicate it results in a three-year exclusion of the union from the subsidy granted by the General Secretariat of Consumer Affairs.

8. Consumers unions are forbidden to accept donations, contributions and any kind of support from suppliers or organization of suppliers, as well as from political parties and any other political organization.

By supplier it is also meant any physical person holding the position of president, managing or executive director or legal representative of a capital company.

9. Consumers unions of any degree are not allowed to be housed in premises used as residence or place of business by legal or physical persons participating in them.
10. Consumers unions are forbidden to advertise, in any way, business organizations of suppliers.
11. It is forbidden that people who have been convicted, irrevocably, of treachery, fraud, forgery, embezzlement, bribery, violation of the law regarding mediators and the law regarding drugs, participate in the board of directors of consumers unions.

The members of the board of directors of consumers unions of all degrees are not allowed to receive from the unions any kind of compensation for the services they provide, with the exception of amounts covering expenses for serving the unions' purposes, if these expenses are proven with legal supporting documents.

12. In the General Secretariat of the Consumer a five-member committee is formed, which consists of: a) a head of the Management of that Secretariat, as president, who is assigned with his alternate by the General Secretary of Consumer Affairs, b) two representatives of consumers unions who are members of the National Council for Consumer and Market (E.S.K.A.) and c) two representatives of the agents designated in cases l up to r, t up to u, y up to aa and dd up to ee of paragraph 2 of article 12. Members referred to in b) and c) are elected with their

alternates by E.S.K.A. Members of the Committee are appointed with a decision of the Minister of Development for a three-year term. Members originating from E.S.K.A. are not allowed to be appointed for two consecutive terms. The committee's project is to certify the actual operation of consumers unions and to see to it that paragraphs 5, 6, 8 up to 11 are complied with. Certification is revoked if consumers unions of any degree have not performed any activities for two consecutive years or if they do not comply with paragraphs 8 up to 11.

Inactive consumers unions do not have the right to receive a government subsidy or a subsidy from local authorities.

13. Stipulations of article 11 of law 1264/1982 (Government Gazette 79 A'), as applicable, and paragraphs 2 to 5 of article 6 of law decree 4361/1964 (Government Gazette 149 A') as applicable, are proportionately applied regarding elections in consumers unions of first and second degree.
14. Subject to the stipulations of law 2472/1997, as applicable, and law 2690/1999 (Government Gazette 45 A') consumers unions of any degree have the right to request and receive information about issues pertaining to consumers' interests from public services, legal persons of public law, public organizations and corporations, legal persons in the broader public sector, as designated in each occasion, and legal persons pursuing a goal which promotes public welfare.
15. Every consumers union has the legal right to ask before courts and administrative authorities any kind of legal protection of the rights of its members, as consumers. Particularly it has the legal right to bring a court action, apply for security measures, apply for annulment or recourse against administrative acts and to be the plaintiff. Every consumers union has also the right to intervene in pending trials of its members to support their rights as consumers.
16. A consumers union which has at least five hundred (500) active members and has been enrolled in the register of consumers unions for at least one year, may bring any kind of court action for the protection of the general interests of the consuming public (collective court action). The court action of the previous

subparagraph may also be brought when an illegal behavior hurts the interests of at least thirty (30) consumers.

In particular it may request:

a) The omission of the supplier's illegal behaviour, even before this is actually manifested, mostly when it pertains to violating the stipulations:

aa) of articles 2, 3, 4, 4a, 5, 6, 7, 7a, 8, 9, 9a to 9i of this law,

bb) of the joint ministerial decision no F1 – 983/1991, “Consumer Credit – Harmonization with directive 87/102/EEC of Dec 22, 1986 as amended by directive 90/88/EU of Feb 22, 1990” (Government Gazette 172B’), as applicable,

cc) of the presidential decree 339/1996, “Regarding organized trips, in compliance with the Directive 90/314 (EEL 158/59) for organized trips and organized holidays and tours” (Government Gazette 225 A’), as applicable,

dd) of the ministerial decision no DYG 3(a)/83657, “Harmonization of Greek Law with the respective European Law regarding the sector of production and circulation of medicine, intended for human use in compliance with Directive no EC/2001/1983 “regarding European code on medicines intended for human use”, as amended by Directives no EC/27/2004, EC/24/2004 regarding traditional medicine of plant origin and article 31 of EC Directive no 2002/1998 regarding the establishment of quality and safety standards for collecting, holding in check, processing, storing and distributing human blood and blood components, (Government Gazette 59 B’),

ee) of presidential decree 182/1999, “Adaptation of Greek Law to the stipulations of the Directive of the European Parliament and Council 94/47/EP of October 26, 1994 “Regarding the protection of buyers as to certain aspects of contracts pertaining to acquisition of the right to use immovable property under the status of time leasing”, published in the Official Gazette of the European Communities no L. 280 on 29.10.1994”, (Government Gazette 171 A’), as applicable,

ff) of presidential decree 131/2003, “Adaptation to Directive 200/31 of the European Parliament and Council regarding certain legal aspects of services in the diffusion of information, mostly e-commerce, in the internal market (directive for the e-commerce)” (Government Gazette 116A’), as applicable,

gg) of law 2328/1995, “Legal status of private television and local radio broadcasting, settlement of issues in the radio-television market and other stipulations” (Government Gazette 159 A’), and  
hh) of presidential decree 100/2000 “Harmonization of Greek radio-television laws to the stipulations of Directive 97/36 of the European Parliament and Council of June 30, 1997 (EU no L202 of Directive EEC/89/552 of the Council (EU no L298 of 17.10.89 page 23) regarding the provision of services”.

If illegal behavior is manifested further to a recommendation or suggestion of suppliers’ unions or if those unions engage in illegal behavior, suppliers’ unions can also be asked to terminate that behavior. A consumers union can also request seizure, withdrawal or destruction of flawed products which endanger the safety or health of consuming public, and measures taking, such as the appropriate publication of all or part of the decision, or the publication of a corrective statement, so that the continuing results of the violation cease to exist.

b) Pecuniary compensation due to moral damages. To set the amount of pecuniary compensation, the court mainly takes into consideration the intensity of the violation of legal order by the illegal behavior, the size of the defendant business of the supplier and mostly, its annual turnover, as well as the requirements for general and special prevention.

c) Taking safety measures to secure the demands of the consuming public for the omission of illegal behavior or the pecuniary compensation until an enforceable decision is issued. In the event of flawed products endangering the safety or the health of the consuming public, their seizure can be ordered as a safety measure.

d) The recognition of the right to rectify the loss incurred by consumers due to the illegal behavior.

17. A collective lawsuit as per the stipulations of the above paragraph can be filed, jointly, by more than one first degree consumers unions, even if each one of them has a number of active members lower than the required minimum number, if the total number of active members of all unions exceeds this number. A collective lawsuit can be filed, jointly, by more than one consumers unions of first and second degree, even if the first degree union has a number of active members

lower than the required minimum number. The collective lawsuit is filed further to a decision of the administrative council of the consumers union. Active members of unions are considered to be the ones who have fulfilled their financial obligations. The number of these members is proven with a joint formal statement of the members of the administrative board of the respective consumers union.

18. A collective lawsuit is filed in an exclusive period of six (6) months counting from the last manifestation of the illegal behavior against which it is filed. Exceptionally, the requirements of case d of paragraph 16 are subject to the limitation of article 937 of the Civil Code.
19. The only court competent to deal with a collective lawsuit is the multi member first instance court under the jurisdiction of which is the residence or the registered office of the defendant. If the object of the collective lawsuit is a radio-television commercial, the court competent is only the multi member first instance court of the registered office of the radio or television station.
20. Collective lawsuits of cases a' and b' of paragraph 16 go to trial according to the procedure of voluntary jurisdiction at the earliest day possible. The court may order the temporary enforcement of the decision. Legal consequences arising from this decision are valid for everyone, even if they have not been litigant parties. The res judicata of a decision, which accepts in whole or in part, a lawsuit of case d of paragraph 16 is also valid for consumers incurring losses, even if they have not participated in the relevant trial.

If a court decision on a collective lawsuit of case d' paragraph 16 becomes irrevocable, the consumer incurring a loss may, based on that decision, notify in writing the supplier, against whom the said decision was issued, of his claim, stating the details that specify it. After thirty (30) inactive days have elapsed since the written notification, the consumer, if he is not satisfied, may ask the court to issue a payment order for his claim if the claim is liquidated or can be easily liquidated. A claim can also be proven with every private document which, based on the type or the custom of the transaction, is issued as receipt to consumers.

Claims of consumers arising from illegal behavior, other than the ones specified in cases a' up to d' of paragraph 16, are not affected. The right of consumers to file a lawsuit individually is not affected by the rejection of a request for lawsuit of a consumers union in accordance with the details set forth in paragraph 16.

21. With his decision, which is published in the Government Gazette, the Minister of Development may establish the terms and conditions for adapting the transaction behavior of suppliers to the res judicata of irrevocable court decisions on lawsuits filed by a consumer or by consumers unions, if consequences of a res judicata have an effect on public welfare influencing the smooth operation of the market and the protection of consumers.
22. Pecuniary compensation due to moral damage as per case b' of paragraph 16 for the same violation is only provided once. The amount granted by court as per the subparagraph above is given for the education, updating and in general the protection of consumer, and, after the subtraction of court expenses, it is given at the following rates as follows: a) thirty-five per cent (35%) to the plaintiff consumers union, b) thirty-five per cent (35%) to consumers unions of second degree and c) thirty per cent (30%) to the State Budget. Issues pertaining to the application of the above and every relevant detail are settled with a decision of the Minister of Development.
23. If the lawsuit for pecuniary compensation due to moral damage is irrevocably rejected as obviously unfounded, the defendant supplier may ask based on that ground, with a lawsuit of his own, which must be filed within six (6) months from the date on which the rejecting decision became irrevocable, for compensation or pecuniary compensation due to moral damage from the complainant consumers union and from each member of its administrative board, who are fully responsible.
24. The collective lawsuit of case b' of paragraph 16 may also be filed against suppliers by commercial, industrial, handcraft and professional chambers, applying respectively the above paragraphs 19 to 22.

25. Consumers unions are not entitled to receive any payment from their members for providing to them means of protection individually or collectively.
26. Consumers unions are responsible for the accuracy of information they announce in order to inform the consuming public. When they announce data stemming from research conducted by them, they must make available to the consuming public and to any interested party, the details pertaining to the way the research was conducted, such as, in particular, the methodology of the sampling, with interviews on the spot, either through telephone or the internet, and the method and elements of price sampling.
27. The announcement of inaccurate information to the consuming public by a consumers union, as well as the violation of the stipulations of this law by the union, constitute reason for: a) revocation of its certification, in the sense of paragraph 12, b) dismissal of its board of directors, c) interruption of its funding, d) removal of the union from the National Council of Consumer and Market (E.S.K.A.) and from collective agents of representation in accordance with article 13 and e) erasure of the union from the Register. Measures under a, b, and d of the above subparagraph can be requested within six (6) months from the last violation or from the announcement of inaccurate information, by whoever is affected by them, every member of the union, every consumers union, the competent district attorney, the Consumer's Advocate and the General Secretary of the Consumer. The Committee of paragraph 12 decides the revocation of a union's certification. The dismissal of a union's board of directors is decided by the competent court, which rules based on the procedure of voluntary jurisdiction. If the relevant application is accepted, the court appoints, with the same decision, a temporary board of directors. The members who are dismissed cannot be re-elected for a period of three years after their dismissal. The Board of Directors is not dismissed if inaccurate information, or the way in which this information is announced, has an insignificant effect on the protection of consumers' interests, or if the inaccuracy is not due to malice or heavy negligence of the board's members. Removal from E.S.K.A. and from collective agents of representation of article 13 is decided by E.S.K.A. without the participation of the

union's representatives. This decision is subject to the approval of the Minister of Development.

28. The Minister of Development decides the interruption of the funding of a consumers union and its erasure from the Register. Erasure of a consumers union from the Register entails automatically revocation of its certification.
29. The court may order the dissolution of a consumers union if the latter has filed repetitively, with malice or heavy negligence, lawsuits for pecuniary compensation on the grounds of moral damages that have been irreversibly rejected as obviously unfounded. In that case, the dissolution is asked, within an exclusive period of one year as from the last rejecting and irreversible decision, by the supplier who was the defendant in the trial in which that decision was issued or by the competent district attorney.

#### **Article 11 – Friendly settlement of consumers' disputes**

1. In all prefectures prefects must form, within six months from the publication of this law, a committee intended to settle out of court disputes between suppliers and consumers or consumers unions.
2. These committees have three members and consist of:
  - a) A president, who is a lawyer, member of the law association, and nominated, with his substitute, by the board of directors of the law association.
  - b) A representative of the local commercial and industrial chamber, who is nominated, with his substitute, by the board of directors of the chamber. In prefectures, where there are handicraft and professional chambers, their board of directors nominates one representative with his substitute. The representative of the chamber to which the supplier belongs is also a member of the committee. If possible, every chamber appoints one representative of every sector in the market, with his substitute, to participate in the committee when the dispute to be settled pertains to an activity of its member in the respective sector of the market and
  - c) A representative of local unions of consumers who is nominated with his substitute by their board of directors. If such unions do not exist, the

committee is joined by a representative of a consumers union of second degree, or a representative of the local work center, who is nominated, with his substitute, by its management. The secretary of the committee, and his substitute, are employees of the trade department of the local Prefecture and are nominated to the Consumer's Advocate by the prefect.

3. If required by the number of cases or special conditions of the law, there can be more committees formed.
4. The term of office for members of committees intended for friendly settlements is two years and can be renewed once or more times.
5. The committee competent is the one in the prefecture where the service of the supplier to the consumer was carried out – or was agreed to be carried out.
6. The Consumer's Advocate presents committee further to an application by a consumer or by the local consumers union, as well as further to a reference cases to the competent, according to the case. Cases are discussed, in the order set by the chairman, within fifteen (15) days at the latest as from the submission of the application or the reference, further to an invitation by the interested parties at least five (5) days earlier. These deadlines can be extended with a decision of the committee's chairman up to five (5) days, if there are special reasons for that. Interested parties may be present at the discussion either in person or may be represented by an assigned attorney, or by a third party who has a relevant proxy.
7. The committee adjudicates according to the law applicable. Additionally it takes under consideration the custom in transactions. The committee may ask information from public services, public organizations, public utility companies, chambers and professional associations.
8. The Committee convenes a legal meeting when all of its members are present and makes its decisions by a majority vote. The conclusions of the Committee are communicated to the Consumer's Advocate and to any interested parties within fifteen (15) days at the latest as from the discussion of the relevant case. The

conclusions of the Committee do not produce the effect of a court ruling, nor do they constitute an enforceable title.

9. The respective prefectures file conclusions of friendly settlement committees and any interested party may obtain knowledge and a copy of them.
10. Technical details pertaining to the application of this article are settled, whenever necessary, with a decision of the competent prefect which is published in the Government Gazette.

## **Article 12**

### **National Council of Consumer and Market**

1. In the General Secretariat of the Consumer of the Ministry of Development there is a National Council for the Consumer and the Market (E.S.K.A.), which is a consultative body for the Minister of Development. E.S.K.A. expresses the positions of consumers and market agents on issues regarding the competitive operation of the market and consumers protection, it is competent to submit proposals to promote and secure their legal rights and it issues opinions on matters relative to the market and consumers and particularly, on government bills and stipulations regarding consumers.
2. E.S.K.A. consists of:
  - a) the General Secretary of the Consumer of the Ministry of Development,
  - b) the General Secretary of Trade of the Ministry of Development,
  - c) the General Secretary of the Ministry of Agricultural Development and Food,
  - d) the General Secretary of the Ministry of Tourist Development,
  - e) the Consumer's Advocate,
  - f) twelve (12) representatives of consumers unions
  - g) a representative nominated by the Special Secretariat of Public Utility Companies and Organizations of the Ministry of Economy and Finance,
  - h) a representative nominated by the Competition Commission,
  - i) a representative nominated by the Scientific Council for Food Control (E.F.E.T.),

- j) a representative nominated by the Greek Organization for Standardisation (E.L.O.T.),
- k) a representative nominated by the Bank of Greece,
- l) a representative nominated by the Union of Greek Banks (E.E.T.),
- m) a representative nominated by the Association of Retail Sale Businesses in Greece (S.E.L.P.E.),
- n) a representative nominated by the General Confederation of Professional and Handicraftsmen in Greece (G.S.E.B.E.),
- o) a representative nominated by the Union of Insurance Companies,
- p) a representative nominated by the agents of insurance and reinsurance mediation,
- q) a representative nominated by the Hellenic Federation of Hoteliers (P.O.X.),
- r) a representative nominated by the Council of Communication Control (S.E.E.),
- s) a representative nominated by the Hellenic Telecommunications and Post Commission (E.E.T.T.),
- t) a representative nominated by the Union of Businesses of Sales over a distance and Direct Marketing (E.P.A.M.),
- u) a representative nominated by the Hellenic Federation of Tourist Businesses (P.O.E.T.),
- v) a representative nominated by the General Confederation of Workers in Greece (G.S.E.E.),
- w) a representative nominated by the Supreme Administrative Committee of Public Employees (A.D.E.D.Y.),
- x) a representative nominated by the Hellenic Confederation of Unions of Agricultural Cooperatives (P.A.S.E.GE.S.),
- y) a representative nominated by the Central Union of Chambers (K.E.E.),
- z) a representative nominated by the Association of Greek Industries (S.E.B.),
- aa) a representative nominated by the National Confederation of Greek Commerce (E.S.E.E.),
- bb) a representative nominated by the Central Union of Local Authorities in Greece (K.E.D.K.E.),
- cc) a representative nominated by the Union of Prefectures in Greece (E.N.A.E.),

- dd) a representative nominated by the Association of Super Market Businesses in Greece (S.E.S.M.E.),
  - ee) a representative nominated by the General Confederation of Agricultural Associations in Greece (GE.S.A.S.E.),
  - ff) a representative nominated by the Confederation of Democratic Agricultural Associations in Greece (SY.D.A.S.E.),
  - gg) the heads of management departments in the General Secretariat of Consumer Affairs in the Ministry of Development,
  - hh) two individuals with expert knowledge on issues regarding consumer protection.
3. The respective agents in the above paragraph nominate members of E.S.K.A. referred to in f up to ee, with their substitutes, within an exclusive period of thirty (30) days as from the announcement to them of a relevant invitation by the Minister of Development. If these agents do not nominate their representatives within the period mentioned in the above subparagraph, these representatives are nominated by the Minister of Development. In particular, with regard to representatives of consumers unions, nine (9) of them come from second degree unions of consumers and the remaining three (3) come from first degree unions of consumers. All second degree consumers unions can appoint up to three representatives. If the above mentioned nine (9) positions are not covered by representatives of second degree consumers unions, vacant positions are taken by representatives of first degree consumers unions. If a representative of a consumers union of second or higher degree participates in E.S.K.A., it is not possible for a representative of unions that are members of that union to participate, too. The term of office for E.S.K.A. members is three years and it can be renewed once or more for an equal term. The term of office for E.S.K.A. members is terminated, before expiration date, in case of death, resignation, interruption of their membership in the agent they represent or exclusion from the respective consumers union in accordance with paragraph 27 of article 10.
4. President of E.S.K.A. is the General Secretary of Consumer, and Vice-president is the representative of consumers, who is elected by members of E.S.K.A. who represent consumers unions in it. E.S.K.A. is formed upon a decision of the Minister of Development. Employees of the General Secretariat of Consumer

Affairs, up to two (2) secretaries of E.S.K.A. and the Executive Committee of paragraph 7 are also appointed with the same decision.

5. E.S.K.A. issues its operation regulation that is approved with a decision of the Minister of Development, which is published in the Government Gazette. This regulation also specifies, among others, the place and the procedure for drafting and announcing the daily order of meetings and invitations of members to them, how decisions are to be made and opinions issued as well as any other specific issue and necessary detail.
6. E.S.K.A. convenes a meeting at least twice a year. The Minister of Development or his representative can attend its meetings. If there is discussion in its meetings about issues pertaining to duties of other ministers, those ministers or their representatives can also attend. In cooperation with the Minister of Development the chairman may invite, at the meetings of E.S.K.A., representatives from other productive classes, private individuals or other persons, who can express their opinion without the right to vote.
7. E.S.K.A. also has an Executive Committee, consisting of fifteen (15) of its members, of whom at least five (5) are representatives of consumers unions, who are appointed with a decision of the Minister of Development. The same decision also appoints, among the Committee's members, its president and vice-president. The Executive Committee coordinates the works of E.S.K.A., sees to the fulfillment of its goal and convenes a meeting at least four (4) times a year.
8. Expenses for the operation of E.S.K.A. and the Executive Committee are charged on the credits of the General Secretary of Consumer Affairs.
9. Members of E.S.K.A. and of the Executive Committee are not entitled to any payment for their participation in them. Members who live outside of Athens are granted transportation expenses in accordance with laws applicable.

### **Article 13**

#### **Representation of consumers**

1. In national and international collective bodies of agents of the public or private sector, where representatives of consumers unions of this article can participate, those representatives are chosen after the representatives of consumers unions who are members of E.S.K.A have elected them. The General Secretariat of Consumer Affairs, when it receives requests of the agents of the above

subparagraph pertaining to the participation of representatives in consumers unions, is obliged to communicate them to all certified consumers unions. Every party interested in being elected as per the above can send a relevant statement along with a curriculum vitae to the General Secretariat of Consumer Affairs until the day prior to election day.

2. The right of participation in the election is only available to active members of certified consumers unions who are nominated by the unions. Elections are conducted with a secret vote under the responsibility of the president of E.S.K.A.. Objections against the procedure of voting are submitted to the General Secretariat of Consumer Affairs within three (3) days as from election day and are examined by a three-member committee which consists of the Director of the Department of Consumer's Policy in the General Secretariat of Consumer Affairs, as president, and two members of E.S.K.A., who are chosen through the drawing of lots by its President. The results of the voting are communicated to the General Secretariat of Consumer Affairs, which announces the names of representatives elected by the competent agent.

### **Article 13a – Sanctions**

1. Complaints of consumers against a supplier, in the sense of the stipulations of this law, are submitted to the General Secretariat of Consumer Affairs, which communicates them to the supplier, with an invitation to respond, in any means available, including delivery by post. The supplier must give a written response regarding complaints within a deadline set by the General Secretariat of Consumer Affairs, which starts as from the communication of the relevant invitation.
2. Subject to the stipulations of the Penal Code, the Market Code and stipulations of other special laws, applicable on suppliers violating the stipulations of this law, there is a fine imposed, further to a decision by the Minister of Development, amounting to one thousand five hundred (1.500) euro, minimum, up to one million (1.000.000) euro. If there have been issued more than three (3) decisions imposing a fine on a supplier, the maximum amount of the fine is doubled and the Minister of Development may order the temporary interruption of the operation of his business or part of it over a period ranging from three (3) months to one (1) year.

3. Against a supplier who does not respond to complaints of consumers in accordance with paragraph 1, the Minister of Development may take the following steps: a) recommend compliance, before a specific deadline, and give a warning for a fine in the event of failure to comply, b) impose a fine ranging from five hundred (500) euro to five thousand (5.000) euro, c) impose a fine ranging from five thousand (5.000) euro to fifty thousand (50.000) euro in case of recurrence. The amounts of fines referred to in this paragraph are added to the State Budget.
4. The amounts of fines imposed as per paragraphs 2 and 3 are collected in accordance with the stipulations of K.E.D.E. (law decree 356/1976, Government Gazette 90 A') and may be readjusted with a joint decision of the Ministers of Economy and Finance, and Development.
5. If the stipulations of this article are violated, the Minister of Development may, considering the nature and graveness of the violation, as well as its repercussions on the broader consuming public, make public, through the press or any other means available, the sanctions imposed as per the above paragraphs 2 and 3, as well as the restraining measures taken under the law in force by the competent administrative authorities or by suppliers with regard to the sale of consumers' products in the internal market.
6. If the stipulations of this article are violated by: a) credit institutions or businesses or organizations operating in the financial sector of the economy, which are supervised by the Bank of Greece, or b) by companies rendering investment services, which are supervised by the Capital Market Committee, or c) insurance companies supervised by the Supervising Committee for Private Insurance (EP.E.I.A.), the sanctions applied according to this law are imposed further to an opinion given by the Bank of Greece or the Capital Market Committee or EP.E.I.A., based on the case. This opinion is granted after a relevant application of the General Secretary of Consumer Affairs within two (2) months as from the submission of the application. If this deadline lapses with no action, administrative sanctions are imposed without the above opinion. Issues pertaining to the application of this paragraph and any other relevant detail are settled with a decision of the Minister of Development.

## **Article 14**

### **Transitional, final and abolished stipulations**

1. The following laws are abolished: Law 1961/1991 “For the protection of consumer and other stipulations” with the exception of articles 51 and 53 up to 55, articles 26 up to 29 of law 2000/1991 “For the denationalization, simplification of procedures for clearing, reinforcing competition rules and other stipulations”, as well as any other stipulation that is in conflict with the stipulations of that law or refers to issues settled by that law.
2. Stipulations regarding unfair competition are not affected.
3.
  - a) Existing consumers’ unions must be certified by the committee of paragraph 12 article 10 within six (6) months as from the publication of this article.
  - b) Prefecture authorities must, within six (6) months as from the publication of this article, transfer to the General Secretariat of the Consumer of the Ministry of Development the registers they kept in accordance with paragraph 6 of article 10 of law 2251/1994.
4. A joint decision of the Ministers of Trade, National Economy, Justice and of any other competent minister depending on the case settles issues regarding adjustment and compliance with directives, decisions, regulations and recommendations, issued by the competent bodies of the European Union in connection with consumption and consumer’s protection. With the normative acts of the above subparagraph there can be taken any additional measure required for the application of the above acts.
5. If common stipulations give the consumer in a certain situation better protection than the special regulation of this law, common stipulations are applied. Stipulations pertaining to limitations and exclusive deadlines are exempted.
6. Informal rules of behavior of professional organizations as well as informal bodies for the application of these rules or for solving consumption disputes of special nature, are not affected by this law, even if they pertain to issues settled by this law, to the extent that they do not contravene its stipulations.
7. In the General Secretariat of Consumer Affairs of the Ministry of Development there are units intended to control suppliers, which are formed with a decision of the Minister of Development. The assignment of these units is to

conduct on the spot controls on suppliers to check compliance with the stipulations of this law. A

presidential decree issued further to a proposal by the Minister of Development and by the competent minister depending on the case specifies the number and composition of control units and establishes their organization and operation, the control procedure, the cooperation of control units with competent departments and agents, and any other specific issue and relevant detail. A joint decision of the Ministers of Economy and Finance, and Development settles issues pertaining to the payment of members of control units.

8. Further to a decision by the Minister of Development there can be formed expert committees to assist the work of the General Secretariat of Consumer Affairs. The same decision establishes the duties, number and capacities of members of the committees, their operation, as well as any other specific issue and relevant detail. A joint decision of the Ministers of Economy and Finance, and Development establishes the payment of members of expert committees.
9. A decision of the Minister of Development which is issued within a period of six months as from the publication of this article determines the type and terms of contracts signed by consumers with slimming institutes and gyms and particularly the right to withdraw, the method of payment, the sanctions imposed, in case of violation of the stipulations of the decision issued according to this paragraph, and any other specific issue and relevant detail.
10. The choice by the contracting parties of a legislation of a country which is not an EU member-state can not infringe the rights of consumers provided for in the stipulations of this article, if the case in question is inextricably linked to the Greek legal order.
11. It is not allowed to impose a confiscation to satisfy claims of credit institutions and companies providing credit, as well as the assignees of these claims from consumers loans and credit cards on immovable property of the debtor, which has been proved to be his only residence, if the debtor, within fifteen (15) days from the delivery of the cheque to be paid, files for exemption against the relevant title of execution in accordance with the stipulations of articles 933 (K.Pol. D), and additionally, the following prerequisites stand:
  - a) the entire claim of the bank, as certified in the relevant title of execution, does not exceed the amount of twenty thousand (20.000) euro,

- b) there have not been agreed by the debtor, any encumbrances or mortgage on that immovable property in favor of the beneficiary Bank,
  
- c) it has been proven that the debtor is unable to fulfill his contractual obligation.

If there has been no exemption as per the first subparagraph, or if it has been irreversibly rejected, confiscation cannot be prevented.

- 12. With a presidential decree issued further to a proposal by the Minister of Development there can be coded, in a single text, the stipulations of this law, of law 2251/1994, as well as of all pertinent laws, presidential decrees and normative decisions regulating issues regarding protection of consumers.  
In the coding it is allowed to give a new numbering to articles and rearrange their stipulations, to erase, compact or expand articles in number and volume, as well as to translate and make any other adjustments necessary in the texts, without altering their meaning.
- 13. As soon as this article is entered into force any other stipulation, either general or specific, regulating issues included in this article or contravening its stipulations is abolished.

### **Article 15**

The force of this law starts as of its publication in the Government Gazette, unless otherwise stated in each one of its stipulations.