

**FEDERAL LAW NO. 234-FZ OF OCTOBER 25, 2007 ON AMENDING
THE LAW OF THE RUSSIAN FEDERATION ON PROTECTION OF
CONSUMERS' RIGHTS AND PART TWO OF THE CIVIL CODE OF THE
RUSSIAN FEDERATION**

Adopted by the State Duma on October 11, 2007

Approved by the Federation Council on October 17, 2007

Article 1

To amend Law of the Russian Federation No. 2300-I of February 7, 1992 on Protection of Consumers' Rights (in the wording of Federal Law No. 2-FZ of January 9, 1996) (Vedomosti Syezda Narodnykh Deputatov Rossiyskoy Federatsii i Verkhovnogo Soveta Rossiyskoy Federatsii, 1992, No. 15, item 766; Sobraniye Zakonodatelstva Rossiyskoy Federatsii, 1996, No. 3, item 140; 1999, No. 51, item 6287; 2002, No. 1, item 2; 2004, No. 35, item 3607; No. 45, item 4377; No. 52, item 5275; 2006, No. 31, item 3439; No. 43, item 4412; No. 48, item 4943) as follows:

1) in the Preamble:

a) paragraph one after the word "performers," shall be supplemented with the word "importers,";

b) paragraph eight after the words "or to the conditions of the agreement" shall be supplemented with the words "(in case of their absence or incompleteness of the conditions of the usual requirements)";

2) Item 2 of Article 4 after the words "to transfer to the consumer a commodity (perform work or service)," shall be supplemented with the words "conforming to the usual requirements and";

3) in Item 2 of Article 10:

a) paragraph three after the words "genetic-engineering-modified organisms" shall be supplemented with the words ", in the event that the content of the said organisms in such component exceeds nine tenths per cent";

b) paragraph four shall be supplemented with the words ", including in case of the granting of a credit, the size of the credit, the full amount payable by the consumer and the schedule for redeeming that amount";

c) paragraph eight shall be set forth in the following wording:

"address (location), firm name (name) of the manufacturer (performer, seller), authorised organisation or authorised individual businessman, importer;";

4) in Article 18:

a) the title shall be set forth in the following wording:

"Article 18. The Rights of a Consumer in Case of Discovery of Defects in a Commodity";

b) Item 1 shall be set forth in the following wording:

"1. If defects are discovered in a commodity which have not been mentioned by the seller, then the consumer may choose:

to demand its replacement with a commodity of the same brand (model and/or article);

to demand its replacement with a commodity of another brand (model, article) with the relevant recalculation of the purchase price;

to demand a proportional decrease of the price;

to demand an immediate gratuitous elimination of the defects of the commodity or a reimbursement of the expenses on their correction by the consumer or by a third person;

to refuse to fulfil the sale-purchase agreement and demand the return of the amount paid for the commodity. At the seller's request and at his expense, the consumer must return the defective commodity.

In so doing, the consumer may also demand the full compensation for the losses caused to him owing to the sale of a commodity of improper quality. The losses shall be compensated for within the periods established by this Law for satisfying the relevant demands of the consumer.

If any defects are found in a sophisticated commodity, then the consumer may refuse to fulfil the sale-purchase agreement and demand the return of the amount paid for such commodity or demand its replacement with a commodity of the same brand (model, article) with the relevant recalculation of the purchase price within fifteen days from the day of the transfer of the commodity to the consumer. Upon the expiry of that period, such demands shall be subject to satisfaction in one of the following cases:

discovery of an essential defect of the commodity;

violation of the periods, established by this Law, for eliminating the defects of the commodity;

impossibility of using the commodity during each year of the guarantee period in totality for more than thirty days owing to repeated elimination of its various defects.

The List of sophisticated goods shall be approved by the Government of the Russian Federation.";

c) in Item 3:

in paragraph one the word "fourth" shall be replaced with the word "fifth";

paragraph two shall be set forth in the following wording:

"Instead of making these demands, the consumer may return to the manufacturer or importer the commodity of improper quality and demand the return of the amount paid for it.";

d) Item 4 shall be invalidated;

e) paragraph three of Item 5 shall be set forth in the following wording:

"If the reasons for the origin of defects of a commodity are disputed, then the seller (manufacturer), or the authorised organisation or authorised individual businessman, or importer must conduct an expert examination of the commodity at its or his expense. The expert examination of a

commodity shall be conducted within the periods established by Articles 20, 21 and 22 of this Law for satisfying the relevant demands of the consumer. The consumer may be present at the conduct of the expert examination of the commodity and, in case of disagreement with its results, dispute the opinion of such expert examination in a judicial proceeding.";

5) in Article 20:

a) Item 1 shall be set forth in the following wording:

"1. If the period for eliminating the defects of a commodity has not been determined in written form by an agreement of the parties, then such defects must be eliminated by the manufacturer (seller, authorised organisation or authorised individual businessman, importer) immediately, that is within a minimum period objectively necessary for their elimination by the usually applied method. The period for eliminating the defects of a commodity determined in written form by an agreement of the parties, cannot exceed forty-five days.

If, during the elimination of defects of a commodity, it becomes evident that they will not be eliminated within the period determined by agreement of the parties, then the parties may conclude an agreement on a new period for eliminating the defects of the commodity. In this case, the absence of spare parts (pieces, materials) or equipment necessary for eliminating the defects of a commodity, or like reasons, shall not be the grounds for concluding an agreement on such a new period and shall not be an exemption from the responsibility for violation of the period determined by the agreement of the parties originally.";

b) in Item 2 the words "similar commodity" shall be replaced with the words "durable commodity having the same consumer properties";

c) Item 3 shall be supplemented with a sentence reading as follows: "When issuing a commodity, the manufacturer (seller, authorised organisation or authorised individual businessman, importer) must furnish in written form to the consumer the information about the date of the application of the consumer with a demand for eliminating the defects, discovered by him, of the commodity, about the date of the transfer of the commodity by the consumer for eliminating the defects of the commodity with their description, about the use of spare parts (pieces, materials) and about the date of the issuance of the commodity to the consumer upon the termination of eliminating the defects of the commodity.";

6) in paragraph four of Item 1 of Article 21 the words "similar durable commodity" shall be replaced with the words "durable commodity having the same consumer properties";

7) Article 22 after the words "sale of a commodity of improper quality" shall be supplemented with the words "or the furnishing of improper information about a commodity";

8) Article 23.1 shall be added reading as follows:

"Article 23.1. Consequences of the Violation by a Seller of the Period for the Transfer of a Prepaid Commodity to the Consumer

1. A sale-purchase agreement stipulating the duty of the consumer to prepay a commodity, must contain a condition about the time for the transfer of the commodity to the consumer.

2. In the event that the seller that has received the prepayment amount in the size determined by the sale-purchase agreement does not fulfil the duty to transfer the commodity to the seller within the period established by such agreement, then the consumer may choose to demand:

the transfer of the paid commodity within the new period established by him;

the return of the prepayment amount for the commodity which has not been transferred by the seller.

In so doing, the consumer may demand also the full compensation for the losses caused to him owing to the violation of the period, established by the sale-purchase agreement, of the transfer of the prepaid commodity.

3. In the event of violation of the period, established by the sale-purchase agreement, of the transfer of the prepaid commodity to the consumer, the seller shall pay him, for each day of the delay, a forfeit (penalty) at the rate of half per cent of the prepayment amount for the commodity.

The forfeit (penalty) shall be exacted from the day when, under the sale-purchase agreement, the commodity had to be transferred to the consumer until the day of the transfer of the commodity to the consumer or until the day of satisfying the demand of the consumer for returning him the prepaid amount.

The amount of the forfeit (penalty) exacted by the consumer cannot exceed the amount of the prepayment for the commodity.

4. The demands of the consumer for returning the amount paid for a commodity and for the full compensation for the losses, must be satisfied by the seller within ten days from the day of making the relevant demand.

5. The demands of a consumer established by Item 2 of this Article, shall not be subject to satisfaction if the seller proves that the violation of the periods for the transfer to the consumer of a prepaid commodity has taken place owing to an insuperable force or through the consumer's fault.";

9) in Item 1 of Article 24 the words "similar brand (model, article)" shall be replaced with the words "the same brand (model and/or article)";

10) Article 26 shall be invalidated;

11) in Item 1 of Article 26.1 the words "description of a commodity contained in catalogues, folders, booklets, represented on photographs, by means of communication media" shall be replaced with the words "description of a commodity by means of catalogues, folders, booklets, photographs, communication media";

12) in paragraph one of Item 1 of Article 28 the words "beginning and termination" shall be replaced with the words "beginning and/or termination", the words "and intermediate periods" shall be replaced with the words "and/or intermediate periods";

13) paragraph three of Article 30 shall be set forth in the following wording:

"The period, set by the consumer, for eliminating the defects of a commodity shall be indicated in an agreement or in another document signed by the parties, or in an application sent by the consumer to the performer.";

14) Article 38 shall be invalidated.

Article 2

To amend Part Two of the Civil Code of the Russian Federation (Sobraniye Zakonodatelstva Rossiyskoy Federatsii, 1996, No. 5, item 410) as follows:

1) Item 4 of Article 487 after the words "unless otherwise provided by the" shall be supplemented the words "law or";

2) Article 497 shall be set forth in the following wording:

"Article 497. Sale of Goods by Samples and Remote Method of the Sale of Goods

1. An agreement of retail sale-purchase may be concluded on the basis of familiarising the purchaser with a sample of the goods proposed by the seller and displayed at the place of the sale of the goods (sale of goods by samples).

2. An agreement of retail sale-purchase may be concluded on the basis of familiarising the purchaser with a description, proposed by the seller, of the goods by means of catalogues, folders, booklets, photographs, communication media (television postal, radio etc.) or by other methods ruling out the possibility of direct familiarisation of the consumer with the goods or a sample of the goods when concluding such agreement (remote method of the sale of goods).

3. Unless provided otherwise by a law, other legal acts, or the agreement, an agreement of a retail sale-purchase of goods by samples or an agreement of a retail sale-purchase concluded by a remote method of the sale of goods shall be considered to be performed from the moment of delivery of the goods to the place specified in the agreement, and if the place of transfer of the goods is not determined by the agreement, from the moment of delivery of the goods to the place of residence of the purchaser-citizen or to the location of the purchaser - legal entity.

4. Unless provided otherwise by a law, before the transfer of the goods the purchaser may refuse performance of any retail sale-purchase agreement mentioned in Item 3 of this Article on condition of compensation

to the seller for necessary expenses incurred in connection with the performance of actions relating to fulfilment of the agreement.";

3) Article 503 shall be set forth in the following wording:

"Article 503. Rights of Purchaser in the Event of Sale to Him of Goods of Improper Quality

1. A purchaser to whom goods of improper quality have been sold, unless its defects were stipulated by the seller, may choose to demand:

replacement of poor-quality goods with goods of proper quality;

commensurate reduction of the purchase price;

immediate gratuitous elimination of the defects of the goods;

compensation for expenses of the defects of the goods.

2. In the event of the discover of defects of goods whose properties whose properties do not enable them to be eliminated (foodstuffs, domestic sundries, and so forth) the purchaser may choose to demand the replacement of such goods with goods of proper quality or commensurate reduction of the purchase price.

3. With respect to sophisticated goods the purchaser may demand their replacement or refuse to fulfil the agreement of retail sale-purchase and demand the return of the amount paid for the goods in the event of an essential violation of the requirements to their quality (Item 2 of Article 475).

4. Instead of presenting the demands provided for in Items 1 and 2 of this Article, the purchaser may refuse to fulfil the agreement and demand the return of the amount paid for the goods.

5. In case of the refusal to fulfil the agreement of retail sale-purchase with the demand for the return of the amount paid for the goods, the purchaser, upon request of the seller and at his expense, must return the goods received of improper quality.

In the event of the return to the purchaser of the amount paid for the goods, the seller cannot withhold from it the amount by which the value of the goods was lowered because of the full or partial use of the goods, loss of their form as goods, or other similar circumstances.

6. The rules stipulated by this Article shall be applicable unless otherwise established by laws on the protection of consumers' rights."

Article 3

To invalidate:

1) Article 1 of Federal Law No. 2-FZ of January 9, 1996 on Amending and Supplementing the Law of the Russian Federation on Protection of Consumers' Rights and the Code of the RSFSR on Administrative Offences (Sobraniye Zakonodatelstva Rossiyskoy Federatsii, 1996, No. 3, item 140) in the part concerning the setting forth in the new wording of Item 4 of Article 18, Articles 26 and 38;

2) paragraphs eight and nine of Item 12 of Article 1 of Federal Law No. 212-FZ of December 17, 1999 on Amending and Supplementing the Law of the Russian Federation on Protection of Consumers' Rights (Sobraniye Zakonodatelstva Rossiyskoy Federatsii, 1999, No. 51, item 6287);

3) paragraphs eight and nine of Item 13 and Item 21 of Article 1 of Federal Law No. 171-FZ of December 21, 2004 on Amending the Law of the Russian Federation on Protection of Consumers' Rights and on Invalidating Item 28 of Article 1 of Federal Law on Amending and Supplementing the Law of the Russian Federation on Protection of Consumers' Rights (Sobraniye Zakonodatelstva Rossiyskoy Federatsii, 2004, No. 52, item 5275).

Article 4

This Federal Law shall enter into force upon the expiry of forty-five days after the day of its official publication.

President of the Russian Federation

Vladimir Putin

The Kremlin, Moscow

No. 234-FZ

October 25, 2007