

CONSUMER PROTECTION ACT (OG 19/2022)

PART I GENERAL PROVISIONS

Subject matter

Article 1

This Act governs the protection of the basic rights of consumers when buying products and in other forms of acquisition of products on the market, namely:

1. the right to protection of economic interests of consumers;
2. the right to protection from threats to life, health and property;
3. the right to legal protection of consumers;
4. the right to consumer information and education;
5. the right of consumers to organise themselves to safeguard their interests;
6. the right to consumer representation and participation of the consumer representatives in the work of bodies dealing with issues of interest to consumers.

Compliance with the regulations of the European Union

Article 2

This Act transposes into the Croatian legislation the following regulations of the European Union:

1. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21. 4. 1993);
2. Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers (OJ L 80, 18. 3. 1998);
3. Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC (OJ L 271, 9. 10. 2002);
4. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (“Unfair Commercial Practices Directive”) (Text with EEA relevance) (OJ L 149, 11. 6. 2005);
5. Directive 2008/122/EC of the European Parliament and of the Council of 14 January 2009 on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts (Text with EEA relevance) (OJ L 33. 3. 2. 2009);
6. Directive 2009/22/EC of the European Parliament and of the Council of 23 April 2009 on injunctions for the protection of consumers' interests (Codified version) (Text with EEA relevance) (OJ L 110, 1. 5. 2009);

7. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance) (OJ L 304, 22. 11. 2011);

8. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (Text with EEA relevance) (OJ L 136, 22. 5. 2019);

9. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (Text with EEA relevance) (OJ L 136, 22. 5. 2019);

10. Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules (Text with EEA relevance) (OJ L 328, 18. 12. 2019).

Relation to other acts

Article 3

(1) If any provision of this Act is contrary to the provisions of the laws governing specific administrative areas, the provisions of those special laws shall primarily apply to trader-to-consumer relations.

(2) Unless otherwise determined by special laws referred to in paragraph (1) of this Article or by this Act, the regulations governing civil obligations shall apply to trader-to-consumer contractual civil obligations.

Terms used in this Act

Article 4

For the purposes of this Act, the following terms shall have the following meaning:

1. “unit measure price” means the final price in the official currency of the Republic of Croatia, including taxes and other public levies, for one kilogramme, one litre, one metre, one square metre or one cubic metre of the product or a different single unit of quantity which is widely and customarily used in the marketing of specific products in the territory of the Republic of Croatia;

2. “digital service” means a service that allows the consumer to create, process, store or access data in digital form; or service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service, such as video and audio sharing services and other file hosting services, cloud storage, e-mail, social media and cloud applications;

3. “digital content” means data, which are produced and supplied in digital form;

4. “financial service” means any service of a banking, credit, insurance, voluntary pension insurance, investment or payment nature;

5. “functionality” means the ability of the digital content or digital service to perform its functions having regard to its purpose;

6. “online marketplace” means a service using software, including a website, part of a website or an application, operated by or on behalf of a trader which allows consumers to conclude distance contracts with other traders or consumers;

7. “interoperability” means the ability of the digital content or digital service to function with hardware or software different from those with which digital content or digital services of the same type are normally used;

8. “public auction” means a method of sale where products are offered by the trader to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the product;

9. “commercial guarantee” means any undertaking by the trader or the producer to the consumer, in addition to his liability for material defects, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;

10. “compatibility” means the ability of the digital content or digital service to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service;

11. “selling price” means the final price in the official currency of the Republic of Croatia for a product or a given quantity of the product, including taxes and other public levies;

12. “undue influence” means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer’s ability to make an informed decision;

13. “code owner” means any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it;

14. “transactional decision” means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, retain or dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting;

15. “operator of a means of distance communication” means any person whose trade, business or profession involves making one or more means of distance communication available to traders;

16. “personal data” means the data as defined in Article 4, paragraph (1) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) (OJ L 119, 4. 5. 2016);

17. “labelling” means any words, particulars, trademarks, brand name, pictorial matter or symbol related to a product that are placed on any product, packaging, notice, label, ring or collar accompanying or referring to such product;

18. “consumer’s written complaint” means any complaint sent by the consumer to the trader on a durable medium or by means of online communication that allows storing of time and content of communication, on a durable medium, provided the trader procured for such form of communication, and expressing consumer’s dissatisfaction with the purchased goods, the provided service or business-to-consumer practices;

19. “business-to-consumer commercial practices” (hereinafter also referred to as commercial practices) means any act, omission, course of conduct or representation, commercial communication including advertising and marketing, by a trader, directly connected with the promotion, sale or supply of a product to consumers;

20. “business premises” means any immovable retail premises where the trader carries out his activity on a permanent basis; or any movable retail premises where the trader carries out his activity on a usual basis;

21. “consumer” means any natural person who concludes contracts or is acting for purposes, which are outside his trade, business, craft or profession;

22. “ancillary contract” means a contract under which the consumer acquires services, which are related to:

- a timeshare contract; or
- a long-term holiday product contract; or
- a distance contract; or
- an off-premises contract

which are provided by the trader or a third party based on an arrangement between the third party and the trader;

23. “invitation to purchase” means a commercial communication which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase;

24. “code of conduct” means an agreement or set of rules not imposed by law, regulation or administrative provision which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;

25. “professional diligence” means the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest commercial practice and the general principle of good faith in the trader’s field of activity;

26. “product” means any goods or service including immovable property, digital services and digital content, rights and obligations;

27. “product sold in bulk” means products offered for sale to consumers, which are not pre-packaged and are measured in the presence of the consumer;

28. “provider of an online marketplace” means any trader which provides an online marketplace service;

29. “ranking” means the relative prominence given to products offered to consumers, as presented, organised or communicated by the trader, irrespective of the technological means used for such presentation, organisation or communication;

30. “goods” means any tangible movable items, with the exception of items sold by way of execution or otherwise by authority of law, including water, gas and electricity where they are put up for sale in limited volume or a set quantity and any items that incorporate or are inter-connected with digital content or digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions (“goods with digital elements”);

31. “goods made to the consumer’s specifications” means non-prefabricated goods made based on an individual choice of or decision by the consumer;

32. “means of distance communication” means any means which, without the simultaneous physical presence of the trader and the consumer, may be used for the conclusion of distance contracts, such as addressed and unaddressed printed matter, standard letters and postal cards, press advertising with order forms, catalogues, telephones with human intervention and without human intervention, radio, videophone, videotext, fax, television, internet and electronic mail;

33. “durable medium” means any instrument which enables the consumer or the trader to store information addressed to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged

reproduction of the information stored, such as paper, electronic mail, CD, DVD, memory card, USB stick and computer hard disk;

34. “trader” means any person who concludes legal transactions or is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a trader;

35. “distance contract” means any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

36. “off-premises contract” means any contract between the trader and the consumer:

- concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader, for which an offer was made by the consumer;

- concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or

- concluded during an excursion organised by the trader with the aim or effect of promoting or selling goods or services to the consumer;

37. “sales contract” means any contract under which the trader transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof, including any contract having as its object both goods and services;

38. “service contract” means any contract under which the trader supplies or undertakes to supply a service, including a digital service, to the consumer and the consumer pays or undertakes to pay the price thereof;

39. “timeshare contract” means a contract of a duration of more than one year under which a consumer, for consideration, acquires the right to use one or more overnight accommodation for more than one period of occupation;

40. “long-term holiday product contract” means a contract of a duration of more than one year under which a consumer, for consideration, acquires primarily the right to obtain discounts or other benefits in respect of accommodation, in isolation or together with travel or other services;

41. “resale contract” means a contract under which a trader, for consideration, assists a consumer to sell or buy a timeshare or other long-term holiday product;

42. “exchange contract” means a contract under which a consumer, for consideration, joins an exchange system which allows that consumer access to overnight accommodation or other services in exchange for granting to other persons temporary access to the benefits of the rights deriving from that consumer’s timeshare contract;

43. “regulated profession” means a professional activity or a group of professional activities, access to which or the pursuit of which, or one of the modes of pursuing which, is conditional, directly or indirectly, upon possession of specific professional qualifications, pursuant to laws, regulations or administrative provisions;

44. “to materially distort the economic behaviour of consumers” means using a commercial practice to appreciably impair the consumer’s ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have taken otherwise.

Terms with gender-specific connotation

Article 5

The terms used in this Act that have a gender-specific connotation shall refer to both the male and female genders.

PART II BUSINESS-TO-CONSUMER PRACTICES

TITLE I GENERAL PROVISIONS

Labelling

Article 6

(1) The product offered to consumers in the territory of the Republic of Croatia shall contain the following information on its packaging, tags, labels or on the product itself:

1. the basic features of the product to the extent necessary to the consumer to make an informed decision, such as name, type and model of the product, the name under which the product is marketed, and its composition, properties and technical characteristics;

2. the name and the head office of the manufacturer or the importer with the head office in the territory of the European Union.

(2) The information referred to in paragraph (1) of this Article shall be clear, visible and legible and written in the Croatian language and Latin script, which shall not exclude the possibility of a simultaneous use of another language, and it may also contain easy-to-understand signs and pictograms.

(3) If written in several languages, the information referred to in paragraph (1) of this Article shall be written in the same way.

(4) The provisions of this Article shall not apply to products whose labelling is regulated by a special regulation.

Indication of prices of products

Article 7

(1) The trader shall indicate the selling price and the price per unit of measurement of offered products clearly, visibly and legibly.

(2) No prices other than those referred to in paragraph (1) of this Article shall be indicated on the product or at the place of sale, except in cases referred to in Article 8, paragraph (4) and Title II of this Part of the Act.

(3) A price per unit of measurement need not be indicated if identical to the selling price of a product.

(4) For products sold in bulk, only the price per unit of measurement shall be indicated at the place of sale.

(5) The trader shall indicate the price in a way, which will not damage the product.

(6) The provisions of paragraph (1) of this Article shall not apply to public auctions and the sale of works of art and antiques or the prices of services regulated by special regulations.

(7) The trader shall adhere to the indicated selling price.

(8) While advertising, where reference is made to the selling price of a product, the price per unit of measurement shall be also indicated in accordance with the provisions of this Article.

(9) The minister competent for consumer protection shall issue an ordinance laying down the manner of indicating the selling price and the price per unit of measurement referred to in paragraph (1) of this Article.

Conditions of sale

Article 8

- (1) The trader shall indicate clearly, visibly and legibly the conditions of sale.
- (2) The trader shall adhere to the conditions of sale.
- (3) The trader may approve special conditions of sale for:
 - certain products or product groups;
 - certain consumer groups;
 - certain payment methods.
- (4) If a trader, as a special condition of sale, approves a discount on certain products or product groups, he shall indicate the selling price in accordance with Article 19 of this Act, unless otherwise determined by special laws.
- (5) The trader may refuse to conclude a contract on the sale of products only if such a refusal arises from the circumstances of the case.

Invoice

Article 9

- (1) The trader shall enable the consumer to check if the amount charged for products sold is correct.
- (2) The issuance of the invoice shall not be charged extra.
- (3) Regulations governing the obligatory issuance of invoices shall apply *mutatis mutandis* to the issuance and content of invoices.

Written complaint

Article 10

- (1) The trader shall enable the consumer to file a written complaint at his business premises, by mail and electronic mail.
- (2) The trader may enable the consumer to file a written complaint also by other means of online communication that allow storing of time and content of communication on a durable medium.
- (3) The trader shall confirm the receipt of the complaint referred to in paragraphs (1) and (2) of this Article in writing, without undue delay by mail, electronic mail or as provided in paragraph (2) of this Article if the trader has enabled the submission of written complaint by other means of online communication.
- (4) The trader shall visibly, clearly and legibly display the notification about the method for filing a written complaint referred to in paragraphs (1) and (2) of this Article at his business premises and on his website, if any.
- (5) In addition to the obligation referred to in paragraphs (1) and (2) of this Article, the trader who provides public services shall visibly display the notification about the method for filing a written complaint on the issued invoice.
- (6) The trader shall reply to the complaints referred to in paragraphs (1) and (2) of this Article in writing, by mail, electronic mail or as provided in paragraph (2) of this Article if the trader has enabled the submission of written complaint by other means of online communication, within 15 days of their receipt, in accordance with the notification about the

method for filing a written complaint referred to in paragraph (4) of this Article, clearly indicating whether he accepts the validity of the consumer's complaint.

(7) The trader shall keep records of consumers' written complaints referred to in paragraphs (1) and (2) of this Article on a durable medium for a period of one year following their receipt.

Use of consumer personal data

Article 11

The trader shall not disclose consumer's personal data to any third party contrary to the regulations governing personal data protection.

Unsolicited communications by telephone and/or messages

Article 12

(1) It is prohibited to make unsolicited telephone calls and/or send unsolicited telephone messages to consumers who are entered in the register of consumers who have chosen not to receive calls and/or telephone messages in the context of the promotion and/or sale by telephone.

(2) The register referred to in paragraph (1) of this Article shall be kept by the Croatian Regulatory Authority for Network Industries.

(3) Entry in and/or exit from the register referred to in paragraph (1) of this Article shall be done by traders – electronic communication operators.

(4) The minister competent for consumer protection shall issue an ordinance laying down the procedure for the entry in and exit from and the manner of use of the register referred to in paragraph (1) of this Article.

Repair and/or maintenance of products

Article 13

(1) For product repair and maintenance services, where the value of the service exceeds HRK 500.00, the trader shall make an offer to the consumer on paper or some other durable medium, containing a description of the works to be carried out, the materials required and the parts needed for making the repair.

(2) If a need arises during the process of repair for additional works and additional parts, the trader shall act in accordance with Article 51 of this Act.

(3) The burden of proof of making the offer referred to in paragraph (1) of this Article shall be on the trader.

Advance payment

Article 14

(1) Where the trader requires for a purchase or expressly makes the purchase of goods or the provision of the service conditional upon advance payment in whole or in part or in instalments, when delivering goods or rendering a service he shall calculate and pay interest to the consumer at the interest rate on three-month time deposits granted by the trader's commercial bank for the whole period, as from the date of receipt of the advance payment to the date of delivery of goods or the provision of the service, if the time of delivery of goods or the provision of the service is longer than 30 days, unless otherwise agreed.

(2) Where the trader has failed to perform the contract, he shall refund to the consumer the advance payment received plus the statutory default interest calculated from the date of

receipt of the advance payment until the date of refund, and shall do so as soon as possible but no later than seven days after the date of termination of the contract.

Payment of pecuniary obligations

Article 15

The pecuniary obligation paid by the consumer via a payment service provider shall be considered as settled as on the day on which the payment service provider receives a payment order from the consumer and such an order becomes irrevocable in accordance with the provisions of the law governing payment operations.

Due unpaid receivables

Article 16

- (1) The issuance of the reminder for due unpaid receivables shall not be charged extra.
- (2) The trader providing public services shall indicate on the issued invoice the amount of due unpaid receivables for the previous periods.
- (3) As far as contested due unpaid receivables are concerned, the trader providing public services shall not initiate forced collection proceedings before finalisation of court or out-of-court proceedings.

Packaging

Article 17

- (1) Packaging shall not mislead the consumer with regard to the weight and size of goods and it shall comply with the regulations prescribing packaging requirements.
- (2) Where wrapping with special wrapping paper and additional decorations is offered, the price of such goods and wrapping service shall be indicated clearly, visibly and legibly.
- (3) At the consumer's request, the trader shall retain and dispose of the packaging of sold goods in accordance with special regulations.

Door-to-door distribution of promotional messages and materials

Article 18

- (1) Advertisements and promotional leaflets shall not be distributed in or on mailboxes, at consumers' doorstep or otherwise affixed on consumers' front doors if such prohibition is clearly written on them.
- (2) The responsibility for distributing advertisements and promotional leaflets lies with the trader whose products are advertised on advertisements and promotional leaflets.

TITLE II SPECIAL FORMS OF SALE

General provisions

Article 19

- (1) The sale of products at prices lower than those in regular sale shall be considered as a special form of sale.
- (2) The sale referred to in paragraph (1) of this Article shall comprise, *inter alia*, promotional sale, clearance sale, seasonal sale, sale of defective goods and sale of goods whose shelf life is about to expire.

(3) During a special form of sale referred to in paragraph (1) of this Article, which is not regulated by this Title of the Act, the trader may use names other than those given in paragraph (2) of this Article.

(4) During the special form of sale of goods referred to in this Title, the trader shall indicate the price valid during the sale referred to in paragraph (1) of this Article and the lowest price offered by the trader for the same goods in the period of 30 days before the special form of sale.

(5) Paragraph (4) of this Article shall also apply to advertising of goods.

(6) During the special form of on-premises sale of a service referred to in this Title, the trader shall indicate the price valid during the sale referred to in paragraph (1) of this Article and the lowest price offered by the trader for the same service in the period of 30 days before the special form of sale.

(7) The provisions of paragraph (6) of this Article shall not apply to:

1. advertising of services;
2. off-premises contracts and distance contracts.

Promotional sale

Article 20

Promotional sale means the sale of certain products at a price, which is lower than the price of those products in regular sale.

Clearance sale

Article 21

Clearance sale means the sale of products at lower prices in case:

- the trader has ceased to conduct business;
- the trader has ceased to conduct business at his current business premises;
- the trader has ceased to market a particular product;
- there is a serious threat to trader's operations;
- complex construction works are to be carried out at or on business premises.

Seasonal sale

Article 22

(1) Seasonal sale means the sale of products at discount prices after the end of the season.

(2) The minister competent for consumer protection shall prescribe by way of an ordinance the manner for conducting the seasonal sale referred to in paragraph (1) of this Article.

Defective goods

Article 23

If a trader sells defective goods, he shall clearly, visibly and legibly indicate on the goods or at the place of its sale that the goods are defective and inform the consumer about the nature of the defect.

Goods whose shelf life is about to expire

Article 24

The goods sold at a lower price than that in regular sale due to their shelf life which is about to expire shall have the final expiry date indicated clearly, visibly and legibly.

TITLE III
PUBLIC SERVICES PROVIDED TO CONSUMERS

General provisions

Article 25

(1) For the purposes of this Act, public services shall mean:

1. supply of electricity;
2. supply of natural gas;
3. supply of heat;
4. electronic communication services;
5. public water supply and sewage system;
6. public gas supply services;
7. chimney sweeping activities;
8. universal service supply of electricity;
9. postal services;
10. public transport of passengers;
11. municipal waste collection;
12. parking services at dedicated public areas and in public garages.

(2) When issuing the invoice for the provision of public services, the trader shall apply the calculation and the prices determined by special regulations governing public services referred to in paragraph (1) of this Article.

(3) The meter reading service shall not be charged, except in the cases determined by a special regulation.

(4) Prior to concluding the contract, the trader shall make available to the consumer the information on the trader's general operating terms and the conditions for use of public services and post them on his website.

(5) The trader shall notify the consumer in writing, in advance, about any change to the terms referred to in paragraph (4) of this Article.

Counselling body and consumer claims commission

Article 26

(1) A public authority carrying out regulatory tasks relating to the public services referred to in Article 25, paragraph (1) of this Act shall set up a counselling body with a representative of a consumer protection association as its member and shall adopt decisions, following the opinion of the counselling body, relating to the protection of the rights of consumers – users of public services referred to in Article 25, paragraph (1) of this Act, in a transparent, objective and non-discriminatory manner.

(2) The representative body of a local self-government unit deciding on the rights and obligations of consumers – users of public services referred to in Article 25, paragraph (1) of this Act shall set up a counselling body with a representative of a consumer protection association as its member, while the local self-government unit shall adopt decisions, following the opinion of the counselling body, relating to the protection of the rights of consumers – users of public services referred to in Article 25, paragraph (1) of this Act, in a transparent, objective and non-discriminatory manner.

(3) The representative of the consumer protection association referred to in paragraph (2) of this Article shall be appointed by the consumer protection association, which acts and has

a head office in the territory of a local and regional self-government unit where the local self-government unit referred to in paragraph (2) of this Article is located.

(4) By way of derogation from paragraph (2) of this Article, individual local self-government units may set up a joint counselling body referred to in paragraph (2) of this Article if the same trader provides public services referred to in Article 25, paragraph (1) of this Act in the territory of these local self-government units.

(5) The trader providing the public services referred to in Article 25, paragraph (1) of this Act shall set up a consumer claims commission with a representative of a consumer protection association as its member.

(6) By way of derogation from paragraph (5) of this Article, in some activities, traders with up to five employees may set up a consumer claims commission with either the Croatian Chamber of Trades and Crafts or the Croatian Chamber of Economy with a representative of the consumer protection association as its member.

(7) The representatives of consumer protection associations referred to in paragraphs (1) to (6) of this Article shall be appointed by consumer protection associations for a period determined by and in accordance with the bylaws referred to in paragraph (10) of this Article.

(8) Consumer protection associations shall publish on their websites a list of public authorities referred to in paragraphs (1), (2) and (4) of this Article and a list of traders referred to in paragraphs (5) and (6) of this Article.

(9) The Croatian Chamber of Trades and Crafts and the Croatian Chamber of Economy shall publish on their websites a list of consumer claims commissions set up by them in accordance with the provision of paragraph (6) of this Article.

(10) The procedure of setting up, the manner of operation and the rights and obligations of the members of the counselling body and the consumer claims commission shall be governed by bylaws adopted by public authorities referred to in paragraphs (1), (2) and (4) of this Article and traders referred to in paragraphs (5) and (6) of this Article, respectively.

Claims by consumers – public services users

Article 27

(1) Following receipt of a reply to the written complaint referred to in Article 10 hereof, or upon the elapse of the time limit for the provision of the trader's reply to the written complaint, where the trader has failed to provide the consumer with a reply to written complaint within the time limit referred to in Article 10, paragraph (6) hereof, the consumer may file a claim to the commission referred to in Article 26, paragraphs (5) or (6) hereof.

(2) The trader shall enable the consumer to file a claim referred to in paragraph (1) of this Article in person at his business premises, by mail and electronic mail.

(3) The trader shall confirm the receipt of the claim referred to in paragraphs (1) and (2) of this Article in writing without undue delay, either by mail or by electronic mail.

(4) The trader shall visibly, clearly and legibly display the notification about the method for filing a claim referred to in paragraph (1) of this Article at his business premises and on his website, if any.

(5) The commission referred to in paragraph (1) of this Article shall respond to the consumer's claims received by mail or electronic mail within 30 days of their receipt.

(6) As far as the complaint or claim related to public services is concerned, the consumer may initiate court or out-of-court proceedings only after he has exhausted the legal path referred to in paragraph (1) of this Article or the statutory procedure laid down by the law governing the general administrative procedure with regard to the protection from actions by a public service provider and the law applicable to the public service provider.

Connection to distribution networks

Article 28

The trader who provides a public service through a distribution network shall enable consumers to be connected to the distribution network and to use the connection and network and the provision of services in accordance with special regulations, concession agreements or general bylaws of the local and regional self-government unit on whose area the service is being provided under the terms and conditions which are non-discriminatory, known beforehand and contractually agreed.

Suspension of the provision of public services

Article 29

(1) If an invoice issued by a trader providing a public service is challenged in court or out-of-court proceedings, and the consumer duly pays all subsequent undisputed invoices, the trader providing a public service shall not suspend the provision of the service before the completion of the aforementioned court or out-of-court proceedings, except where the consumer has terminated the contract with the trader providing a public service.

(2) If a trader providing a public service has suspended the provision of the service before being informed by a competent body or person about an action taken under paragraph (1) of this Article, he shall, without compensation, resume and continue the provision of the public service to the consumer until the completion of the court or out-of-court proceedings, except where the consumer has terminated the contract with a public service provider.

(3) The obligation referred to in paragraphs (1) and (2) of this Article shall also apply if the trader providing a public service initiates a forced collection procedure against the consumer.

(4) Any proceedings envisaged under the law, as well as any proceedings envisaged by the trader's general terms and conditions or other rules of the trader providing public services shall be considered as the court or out-of-court proceedings referred to in paragraphs (1) and (2) of this Article.

(5) This Article shall not apply to the provision of the public service referred to in Article 25, paragraph (1), items (7) and (11) of this Act.

Maintaining the quality of public services

Article 30

The trader providing a public service shall maintain its quality in accordance with special regulations governing public services referred to in Article 25, paragraph (1) hereof and trade practices.

Obligations of bodies granting licences for the provision of public services

Article 31

(1) Public authorities granting licences for the provision of public services shall ensure, each within the scope of its legal authority, that the licensed public services providers provide the services while taking care of their safety, regularity and quality and that these services are available to all consumers.

(2) Public authorities referred to in paragraph (1) of this Article shall ensure the conditions for competition in the field of public services, unless otherwise determined by a special regulation.

TITLE IV UNFAIR COMMERCIAL PRACTICES

CHAPTER I GENERAL PROVISIONS

Scope

Article 32

(1) The provisions of this Title of the Act shall apply to unfair business-to-consumer commercial practices before, during and after a commercial transaction in relation to a product.

(2) The provisions of this Title of the Act shall be without prejudice:

1. to contract law, such as the rules on the validity, formation and effect of a contract;
2. to the rules relating to the health and safety aspects of products;
3. to the rules determining the jurisdiction of the courts;
4. to the rules governing the conditions for the establishment or of authorisation regimes, or to the deontological codes of conduct or other rules governing regulated professions in order to uphold high standards of integrity of professionals.

(3) The provisions of this Title of the Act shall not apply to the application of the laws, regulations and administrative provisions relating to the certification and indication of the standard of fineness of articles of precious metal.

Prohibition of unfair commercial practices

Article 33

Unfair commercial practices shall be prohibited.

Definition of unfair commercial practices

Article 34

(1) A commercial practice shall be unfair if:

- it is contrary to the requirements of professional diligence; and
- it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.

(2) Commercial practices which are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group.

(3) The provision of paragraph (2) of this Article shall be without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements, which are not meant to be taken literally.

(4) In particular, commercial practices shall be unfair if they are:

- misleading; and
- aggressive.

CHAPTER II MISLEADING COMMERCIAL PRACTICES

Misleading actions

Article 35

(1) A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the elements referred to in paragraph (2) of this Article, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise.

(2) The elements referred to in paragraph (1) of this Article to which the misleading commercial practices refer include:

1. the existence or nature of the product;
2. the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;
3. the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product;
4. the price or the manner in which the price is calculated, or the existence of a specific price advantage;
5. the need for a service, part, replacement or repair;
6. the nature, attributes and rights of the trader or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or other intellectual property rights or his awards and distinctions;
7. the consumer's rights, including the rights to which the consumer is entitled based on liability for material defects;
8. the risks the consumer may face.

(3) A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:

1. any marketing of a product, including comparative advertising, which creates confusion with any products, trademarks, trade names or other distinguishing marks of a competitor;
2. non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where the commitment is not aspirational but is firm and is capable of being verified and the trader indicates in a commercial practice that he is bound by the code;
3. any marketing of a good in the Republic of Croatia, as being identical to a good marketed in other Member States, while that good has significantly different composition or characteristics, unless justified by legitimate and objective criteria.

Misleading omissions

Article 36

(1) A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication

medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

(2) Taking account of the circumstances referred to in paragraph (1) of this Article, it shall be regarded as a misleading omission when:

1. a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in paragraph (1) of this Article;

2. or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

(3) Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted.

(4) In the case of an invitation to purchase, the following information shall be regarded as material, if not already apparent from the context:

1. the main characteristics of the product, to an extent appropriate to the medium and the product;

2. the head office and the identity of the trader, such as his firm name and, where applicable, the address and the identity of the person on whose behalf he is acting;

3. the selling price of the product, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

4. the arrangements for payment, delivery, other elements of performance of contract, if they depart from the requirements of professional diligence;

5. for products and transactions involving a right of withdrawal or cancellation, the existence of such a right;

6. whether the third party offering products on online marketplaces is a trader or not, on the basis of declaration of that third party to the provider of the online marketplace.

(5) The following shall also be deemed material:

1. the information established by this Act and other regulations aligned with the EU *acquis communautaire* which the trader is obligated to provide to consumer in relation to any commercial communication, including advertising and marketing;

2. general information on the main parameters determining the ranking of products presented to the consumer as a result of the query in the form of a keyword, phrase or other input, and on the relative importance of those parameters as opposed to other parameters, made available in a specific section of the online interface that is directly and easily accessible from the page where the query results are presented, when providing consumers with the possibility to search for products on the basis of a query in the form of a keyword, phrase or other input, irrespective of where the contract is concluded;

3. information about whether and how the trader ensures that the published reviews originate from consumers who have actually used or purchased the product, where a trader provides access to consumer reviews of products.

(6) Paragraph (5) item (2) of this Article shall not apply to the providers of online marketplace, governed by the Regulation (EU) 2019/1150 of the European Parliament and of

the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (Text with EEA relevance) (OJ L 186, 11. 7. 2019).

Commercial practices considered misleading

Article 37

The following practices shall be considered as misleading commercial practices:

1. claiming to be a signatory to a code of conduct when the trader is not;
2. displaying a trademark, quality mark or equivalent without obtaining the necessary authorisation;
3. claiming that a code of conduct has an endorsement from an authorised body, which it does not have;
4. claiming that a trader, including his commercial practices or a product, has been approved, endorsed or authorised by an authorised public or private body when he/it has not or making such a claim without complying with the terms of the approval, endorsement or authorisation;
5. making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered;
6. making an invitation to purchase products at a specified price and then refusing to show the advertised item to consumers or refusing to take orders for it or deliver it within a reasonable time or demonstrating a defective sample of it, with the intention of promoting a different product;
7. falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice;
8. undertaking to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not an official language of the Member State of the European Union where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction;
9. stating or otherwise creating the impression that a product can legally be sold when it cannot;
10. presenting rights given to consumers in law as a distinctive feature of the trader's offer;
11. using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer;
12. providing search results in response to a consumer's online search query without clearly disclosing any paid advertisement or payment specifically for achieving higher ranking of products within the search results;
13. making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the product;

14. promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not;

15. establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products;

16. claiming that the trader is about to cease trading or move premises when he is not;

17. claiming that products are able to facilitate winning in games of chance;

18. falsely claiming that a product is able to cure illnesses, dysfunction or malformations;

19. passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions;

20. claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;

21. describing a product as “gratis”, “free”, “without charge” or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item;

22. including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not;

23. falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer;

24. creating the false impression that after-sales service in relation to a product is available in a Member State of the European Union other than the one in which the product is sold;

25. reselling event tickets to consumers if the trader acquired them by using automated means to circumvent any limit imposed on the number of tickets that a person can buy or any other rules applicable to the purchase of tickets;

26. stating that reviews of a product are submitted by consumers who have actually used or purchased the product without taking reasonable and proportionate steps to check that they originate from such consumers;

27. submitting or commissioning another legal or natural person to submit false consumer reviews or endorsements, or misrepresenting consumer reviews or social endorsements, in order to promote products.

CHAPTER III AGGRESSIVE COMMERCIAL PRACTICES

Definition

Article 38

A commercial practice shall be regarded as aggressive if, in its factual context, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, threat, or undue influence, it significantly impairs or is likely to significantly impair the average consumer’s freedom of choice or conduct with regard to the product and thereby causes him or is likely to cause him to take a transactional decision that he would not have taken otherwise.

Use of harassment, coercion and undue influence

Article 39

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

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

Aggressive commercial practices

Article 40

(1) The following shall be considered aggressive commercial practices:

1. creating the impression that the consumer cannot leave the premises until a contract is concluded;
2. conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return, except in circumstances and to the extent justified, under the law, to enforce a contractual obligation;
3. making persistent and unwanted solicitations by telephone, fax, electronic mail or other remote media, except in circumstances and to the extent justified under the law to enforce a contractual obligation;
4. requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights;
5. including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them;
6. demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer;
7. explicitly informing a consumer that if he does not buy the product or service, the trader's job or livelihood will be in jeopardy;
8. creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either there is no prize or other equivalent benefit or taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

(2) The provision of paragraph (1), item (3) of this Article shall be without prejudice to the implementation of the rules of this Act or other regulations on the limitation or on the prohibition of use of certain means of distant communication, which have been aligned with the *acquis communautaire*.

Right to damages due to unfair commercial practices

Article 41

Consumers harmed as a result of a contract concluded due to unfair commercial practices shall have the right to compensation of damage and other rights regulated by general contract law rules.

Burden of proof

Article 42

As regards the accuracy of factual statements relating to commercial practices, the burden of proof shall be on the trader.

PART III CONSUMER CONTRACTS

TITLE I GENERAL PROVISIONS

Scope

Article 43

Unless otherwise determined, the provisions of Title I and Title III, Chapter I of this Part of the Act shall apply to any contract concluded between the trader and the consumer, including:

1. contracts for the supply of heat, water, gas and electricity, whether put up for sale in a limited volume or specified quantity or not;
2. contracts where the trader supplies or undertakes to supply digital content which is not supplied on a tangible medium or a digital service to the consumer and the consumer does not and does not undertake to pay a price, but provides or undertakes to provide personal data to the trader, except where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content which is not supplied on a tangible medium or digital service or for allowing the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose.

Exemptions

Article 44

(1) The provisions of Title I and Title III, Chapter I of this Part of the Act shall not apply to contracts:

1. for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;
2. on the provision of healthcare in accordance with the regulations governing healthcare;
3. on games of chance, which involve a stake with monetary value, including lotteries, gambling in casinos and betting transactions;
4. for financial services;
5. for acquisition or transfer of immovable property or of rights in immovable property;
6. for the construction of new buildings or conversion of existing buildings and for rental of accommodation for residential purposes;
7. for package travel and linked travel arrangements in accordance with the regulations governing the provision of services in tourism;
8. referred to in Title IV of this Part of the Act;

9. which are concluded before a public authority that has a statutory obligation to be independent and impartial and who shall ensure, by providing the consumer with comprehensive information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;

10. for the periodic supply of foodstuffs, beverages or other products intended for current consumption in the household, and which are physically supplied by a trader on regular rounds;

11. for passenger transport services, provided that the provisions of Article 51, Article 52 and Article 74 of this Act, as well as the provision of the law governing payment operations relating to the provision and fees for the provision and the use of payment services shall also apply to these contracts;

12. concluded by means of automatic vending machines or automated commercial premises;

13. concluded with electronic communication operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer.

(2) The provisions of this Act shall not apply to the sale of goods within execution procedure or by legal authority.

Legal nature of the provisions governing consumer contracts

Article 45

(1) The consumer may not waive rights conferred on him by this Act or other consumer protection laws nor can such rights be restricted.

(2) Any contractual terms, which are less favourable for the consumer than the rights resulting from this Act or other laws governing consumer protection shall be null and void.

(3) If a foreign law is applicable to the contracts referred to in this Part of the Act, the consumer with the residence in the Republic of Croatia may not be deprived of the protection to which he is entitled under this Act and other consumer protection laws.

(4) If a foreign law is applicable to the contracts referred to in Title IV of this Part of the Act, the consumer may not be deprived of the protection to which he is entitled under this Act if he has residence in the Republic of Croatia, if the property which is the subject matter of the contract is situated in the territory of the Republic of Croatia or if the trader carries out his activity in the territory of the Republic of Croatia or in any way directs his operations to the Republic of Croatia, and the contract falls within the scope of those operations.

Information requirement

Article 46

(1) Before the consumer concludes a contract or is bound by any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner on:

1. the main characteristics of the product, to the extent appropriate to the medium and to the product;

2. the identity of the trader, such as his trading name, head office, telephone number and, if available, his electronic mail address;

3. the selling price of the product, or where the nature of the product is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

4. the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the service, and the trader's complaint handling policy;

5. in addition to the liability for material defects to certain goods or liability for the compliance of digital content or digital service with the contract, of the existence and the conditions of use of commercial guarantee, where a commercial guarantee has been issued;

6. documents that the manufacturer has prepared to make the product use easier and safer such as commercial guarantee, technical instructions, assembly instructions, instructions for use, list of authorised services, warning about possible risks of use, which shall be identical to the original and written clearly, visibly and legibly in the Croatian language and Latin script;

7. the existence of after-sales services and the conditions for their use if the trader provides such services;

8. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for cancelling or terminating the contract;

9. the functionality of goods with digital elements, digital content and digital services, including applicable technical protection measures;

10. the compatibility and interoperability of goods with digital elements, digital content and digital services that the trader is aware of or can be expected to have been aware of;

11. the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

(2) The provisions of paragraph (1) of this Article shall not apply to contracts which involve day-to-day transactions between the trader and the consumer and which are performed immediately at the time of their conclusion.

Performance of contract

Article 47

(1) The trader shall perform the contract in line with the provisions of the contract, this Act and the regulations governing civil obligations.

(2) In the event of any material defect on goods, the provisions of the regulations governing civil obligations, relating to the liability for material defects, shall apply to consumer-trader relations.

(3) Where the trader or manufacturer provides a commercial guarantee, he shall fulfil the obligations prescribed by the regulations governing civil obligations and relating to commercial guarantees, as well as the obligations under such guarantee.

(4) Material defect on goods and non-compliance of digital content or digital service with the contract shall be proved by the expertise in authorised institutions or by authorised court experts, if required.

(5) If a material defect on goods occurs within one year of the passing of risk to the consumer and the trader considers that there was no defect at that moment, the trader shall advance the costs of the expertise, but such costs shall ultimately be borne by either the trader or the consumer, depending on the results of the expertise.

(6) By way of derogation from paragraph (5) of this Article, the trader shall advance the costs of expertise, but such costs shall ultimately be borne by either the trader or the consumer, depending on the results of expertise, where contract for the sale of goods with digital elements provides continuous supply of digital content or digital service:

– over a period of time, while the defect on digital content or digital service occurs within two years of the passing of risk to the consumer, and the trader considers that there was no defect during supply;

– for more than two years, where during such period a defect has occurred on digital content or digital service, and the trader considers that there was no defect during supply.

(7) In case a lack of conformity of a digital content or digital service with the contract providing for a single act of supply or a series of individual acts of supply occurred within one year of the passing of risk to the consumer, and the trader considers there was no lack of conformity at that moment, the trader shall advance the costs of the expertise, but such costs shall ultimately be borne by either the trader or the consumer, depending on the results of the expertise.

(8) By way of derogation from paragraph (7) of this Article, where the contract provides for continuous supply of digital content or digital service over a period of time, while the lack of conformity of digital content or digital service occurred within the period of time during which digital content or digital service was supplied under the contract, and the trader considers that such lack of conformity did not exist at the time, the trader shall advance the costs of expertise, while such costs shall ultimately be borne by either the trader or the consumer, depending on the result of expertise.

(9) If a material defect on goods or the lack of conformity of digital content or digital service occurs after the expiry of the period referred to in paragraph (5) of this Article but not later than two years following the day of the passing of risk to the consumer, the consumer shall advance the costs of expertise, while they shall ultimately be borne either by the consumer or by the trader, depending on the results of the expertise.

Time limit for sales contract performance

Article 48

(1) Unless otherwise agreed, the trader shall forthwith, and not later than 30 days of its conclusion, perform a sales contract.

(2) If the trader fails to perform the contract within the time limit referred to in paragraph (1) of this Article, he shall inform the customer thereof in writing without delay.

(3) The consumer shall be entitled to terminate the contract only if he has given to the trader an additional reasonable period of time to perform the contract, except where it arises from the circumstances of the case that the trader will not be able to perform the contract in the subsequent period.

(4) The provisions of this Article shall not apply to contracts on the supply of water, gas or electricity, where they are put up for sale in an unlimited volume or unspecified quantity, or contract on the supply of district heating or digital content which is not supplied on a tangible medium.

Passing of risk in sales contracts

Article 49

(1) In sales contracts, the risk of loss of or damage to the goods shall pass to the consumer when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods.

(2) However, the risk shall pass to the consumer upon delivery to the carrier if the carrier was commissioned by the consumer.

(3) The provisions of this Article shall not apply to contracts on the supply of water, gas or electricity, where they are put up for sale in an unlimited volume or unspecified quantity, of district heating or of digital content which is not supplied on a tangible medium.

Unsolicited supply of products

Article 50

(1) Unsolicited supply of goods or services, for which the consumer would be obliged to effect any payment, represents unfair commercial practice pursuant to the provisions of Part II, Title IV of this Act.

(2) If the trader, contrary to paragraph (1) of this Article, sends certain goods or provides a certain service to the consumer, such goods or services shall be considered as the trader's promotional gift.

(3) The provision in trader's general terms, offer, order or any other document, which the trader has delivered to the consumer along with the unsolicited goods or service, and which would imply that the consumer's silence means his acceptance of the offer, shall be null and void.

(4) The provisions of paragraphs (1) to (3) of this Article shall be without prejudice to the provisions of this Act or other laws on tacit renewal of contracts.

Additional payments

Article 51

(1) Before the consumer concludes a contract or is bound by a corresponding offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation.

(2) If the trader has not obtained the consumer's express consent but has inferred it by using the option of tacit approval by the consumer, the consumer shall be entitled to reimbursement of any additional payment effected against such an option.

Costs of telephone communication

Article 52

Where the trader operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, the consumer, when contacting the trader, shall not be bound to pay more than the rate charged for communication via regular landline or mobile line.

TITLE II

UNFAIR TERMS IN CONSUMER CONTRACTS

Definition of unfair contractual term

Article 53

(1) A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.

(2) A term shall always be regarded as not individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term, particularly in the context of a pre-formulated standard contract.

(3) The fact that certain aspects of a term or one specific term have been individually negotiated shall not affect the possibility to consider the rest of the contractual terms as unfair

if an overall assessment of the contract indicates that it is nevertheless a pre-formulated standard contract.

(4) Where any trader claims that a standard term has been individually negotiated, the burden of proof in this respect shall be on him.

(5) The provisions of this Title of the Act shall not apply to contractual terms introducing coercive legal provisions into the contract or those introducing provisions and principles of the conventions binding upon the Republic of Croatia.

*Contractual terms which can be
considered unfair*

Article 54

Contractual terms which, provided that the requirements referred to in Article 53 of this Act have been met, could be considered as unfair are:

1. excluding or limiting the legal liability of a trader in the event of the death of a consumer or personal injury to the latter resulting from a harmful act or omission of that trader;
2. inappropriately excluding or limiting the legal rights of the consumer vis-a-vis the trader or another party in the event of total or partial non-performance by the trader of any of the contractual obligations, including the option of offsetting a debt owed to the trader against any claim which the consumer may have against him;
3. making an agreement binding on the consumer whereas the fulfilment of obligations by the trader is subject to a condition whose realisation depends on his own will alone;
4. permitting the trader to retain sums paid by the consumer where the latter decides not to conclude or perform the contract, without providing the consumer with the same right where the trader is the party not wanting to conclude or perform the contract;
5. requiring any consumer who fails to fulfil his obligation to pay a disproportionately high sum in compensation;
6. authorising the trader to terminate the contract on a discretionary basis where the same facility is not granted to the consumer;
7. permitting the trader to retain the sums paid for services not yet supplied by him where it is the trader himself who terminates the contract;
8. enabling the trader to cancel a contract of indeterminate duration without reasonable notice except where there are serious grounds for doing so;
9. extending a contract of fixed duration where the consumer does not indicate otherwise prior to expiry of the contract, when the time limit fixed for the consumer to express this desire not to extend the contract is unreasonably early;
10. binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;
11. enabling the trader to alter the terms of the contract unilaterally without a valid reason, which is specified in the contract;
12. enabling the trader to alter unilaterally without a valid reason any characteristics of the product to be provided;
13. providing for the price of the product to be determined at the time of delivery or allowing the trader to increase the price without in both cases giving the consumer the corresponding right to terminate the contract if the final price is too high in relation to the price agreed when the contract was concluded;

14. giving the trader the right to determine whether the goods or services supplied are in conformity with the contract;

15. giving the trader the exclusive right to interpret any term of the contract;

16. excluding or limiting the trader's obligation to respect commitments undertaken by his agents or making his commitments subject to compliance with a particular formality;

17. obliging the consumer to fulfil all his obligations where the trader does not perform his;

18. giving the trader the possibility of transferring his rights and obligations under the contract to a third party, where this may serve to bring the consumer into a less favourable position without the latter's agreement;

19. excluding, limiting or hindering the consumer's right to take legal action or exercise any legal right before the court or any other competent body, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by the applicable law, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should lie with the trader.

Determination and assessment of the unfair nature of contractual terms

Article 55

(1) The unfair nature of contractual terms shall be determined by the competent court by means of a final judgment.

(2) The unfairness of a contractual term shall be assessed, taking into account the nature of the products for which the contract was concluded and by referring, at the time of conclusion of the contract, to all the circumstances attending the conclusion of the contract and to all the other terms of the contract or of another contract on which it is dependent.

Inadmissibility of assessment of individual contractual terms

Article 56

Assessment of the unfair nature of contractual terms shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price in so far as these terms are clear, easily comprehensible and visible.

Contractual terms in a written form

Article 57

In the case of contracts offered to the consumer in writing based on the law or agreement between the parties, the contractual terms shall always be drafted in clear and intelligible language and they shall be easily visible.

Interpretation of the contract

Article 58

(1) Ambiguous or incomprehensible terms shall be interpreted in the sense most favourable to the consumer.

(2) The provision referred to in paragraph (1) of this Article shall not apply to proceedings initiated pursuant to Article 114 of this Act.

Effects of unfair contractual terms

Article 59

(1) An unfair contractual term shall be null and void.

(2) The nullity of the contractual term shall not entail the nullity of the contract itself if it can function without the null and void term.

TITLE III CONCLUSION OF OFF-PREMISES AND DISTANCE CONTRACTS

CHAPTER I GENERAL PROVISIONS ON OFF-PREMISES AND DISTANCE CONTRACTS

Section 1 Pre-contractual information

General provisions

Article 60

(1) Before the consumer concludes an off-premises or a distance contract, or is bound by any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

1. the main characteristics of the product, to the extent appropriate to the medium and to the product;
2. his name and head office, telephone number, e-mail address and other means of online communication allowing the storing of time and communication on a durable medium;
3. name and head office of the trader on whose behalf and/or account he acts;
4. the address at which the trader is established or the address of the business of the trader on whose behalf and/or account he acts, and where the consumer may address his complaints, if different than the head office referred to in item (2) of this paragraph;
5. the selling price of the product, or where the nature of the product is such that the price cannot be calculated in advance, the manner in which the price is to be calculated, as well as, all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;
6. the fact that the selling price is personalised on the basis of automated decision-making system;
7. the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;
8. the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;
9. the conditions, time limit and procedure for exercising the right of withdrawal in cases where it actually exists;
10. a withdrawal form in accordance with Article 81 paragraph (1) of this Act, in cases where such withdrawal right exists;
11. that the consumer will have to bear the cost of returning the goods in case of withdrawal referred to in Article 79 of this Act and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
12. that, if the consumer exercises the right of withdrawal referred to in Article 79 of this Act, after having made a request in accordance with Article 68 or Article 77 of this Act, the consumer shall be liable to pay the trader reasonable costs in accordance with Article 84, paragraph (8) of this Act;

13. where a right of withdrawal is not provided for in accordance with Article 79 of this Act, in cases where this right is excluded in accordance with Article 86 of this Act, the circumstances under which the consumer loses his right of withdrawal;

14. a reminder of the existence of liability for material defects or liability for the conformity of digital content and digital services;

15. the existence and the conditions of after-sale customer services or assistance, if provided by the traders, as well as any commercial guarantees;

16. the existence of relevant trader's codes of conduct;

17. the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for cancelling or terminating the contract;

18. where applicable, the minimum duration of the consumer's obligations under the contract;

19. the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;

20. the functionality of goods with digital elements, digital content and digital services, including necessary technical protection measures for such content;

21. the compatibility and interoperability of goods with digital elements, digital content and digital services that the trader is aware of or can be expected to have been aware of;

22. the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

(2) The information referred to in paragraph (1) of this Article shall form an integral part of the off-premises or distance contract and shall not be altered unless the contracting parties expressly agree otherwise.

(3) In the case of an off-premises or distance contract of indeterminate duration or a contract containing a subscription, the total price referred to in paragraph (1), item (5) of this Article shall include the total costs per billing period.

(4) Where the contracts referred to in paragraph (3) of this Article are charged at a fixed rate, the total price referred to in paragraph (1), item (5) of this Article shall also mean the total monthly costs.

(5) Where the total costs cannot be reasonably calculated in advance in the contracts referred to in paragraph (3) of this Article, the manner in which the price is to be calculated shall be provided to the consumer.

(6) If the trader has not complied with the information requirements on additional costs as referred to in paragraph (1), items (5) and (11) of this Article and paragraphs (3) to (5) of this Article, the consumer shall not bear those costs.

(7) The information referred to in this Article shall be written in the Croatian language and Latin script, which does not exclude the possibility of a simultaneous use of other languages.

Obligation of notification to the provider of online marketplace

Article 61

(1) Before the consumer concludes a contract on the online marketplace or is bound by any corresponding offer, the provider of online marketplace shall provide the consumer with the following information in a clear and comprehensible manner and in a way appropriate to the means of distance communication:

1. general information on the main parameters determining the ranking of products, made available in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented in the form of query results by using keyword, phrase or other input, and on the relative importance of those parameters as opposed to other parameters;

2. whether the third party offering products is a trader or not, on the basis of declaration of that third party to the provider of the online marketplace;

3. the fact that the consumer rights governed by the regulations which have been aligned with the *acquis communautaire* do not apply to a concluded contract when the third party offering products is not a trader;

4. the fact that the contractual obligations to the consumer are shared between the third party offering products and the provider of online marketplace, such information being without prejudice to any responsibility that the provider of the online marketplace or the third-party provider has under Union or national law, if applicable.

(2) The obligation referred to in paragraph (1) of this Article shall not be deemed fulfilled if the information referred to in paragraph (1) of this Article have merely been included in the standard terms and conditions.

Information requirement in accordance with special regulations

Article 62

(1) The information requirement referred to in this Chapter shall be in addition to the information requirement in accordance with the regulations governing services and regulations governing electronic commerce.

(2) If the provisions of the regulations governing services and regulations governing electronic commerce related to the content of and the manner of provision of information are contrary to the provisions of this Act, the provisions of this Act shall prevail.

Conclusion of off-premises or distance contracts via a public auction

Article 63

In the case of off-premises or distance contracts via a public auction, the information referred to in Article 60, paragraph (1), items (2) to (4) of this Act may be replaced by the equivalent details about the auctioneer.

Burden of proof

Article 64

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

Manner of providing information to the consumer about the right of withdrawal

Article 65

(1) The information referred to in Article 60, paragraph (1), items (9) to (12) of this Act may be provided in the form of the information form on the right of withdrawal referred to in Article 81, paragraph (1) of this Act.

(2) The trader shall be considered as having fulfilled his obligation referred to in paragraph (1) of this Article if he has provided consumer with the properly completed information form.

Section 2 Conclusion of off-premises contracts

General provisions

Article 66

With respect to off-premises contracts, the trader shall give the information provided for in Article 60, paragraph (1) of this Act to the consumer on paper or, if the consumer agrees, on another durable medium, in legible and plain, intelligible language.

Confirmation of the contract concluded

Article 67

(1) In the case of an off-premises contract, the trader shall provide the consumer with a copy of the contract or the confirmation of the oral contract on paper or, if the consumer agrees, on another durable medium.

(2) Where applicable, the contract or the written confirmation referred to in paragraph (1) of this Article shall contain the confirmation of the consumer's prior consent and acknowledgement referred to in Article 86, paragraph (1) item (13) of this Act.

The format of the request for the performance of the contracted service

Article 68

(1) Where a consumer wants the performance of services or the supply of water, gas or electricity, where they are put up for sale in an unlimited volume or unspecified quantity, or of district heating, if the contract places the consumer under the obligation to pay, to begin before the expiry of the withdrawal period provided for in Article 79 of this Act, the trader shall require that the consumer makes such an express request on a durable medium.

(2) The request referred to in paragraph (1) of this Article must also contain the confirmation of the consumer that he has been made aware of the fact that he will lose the right of withdrawal referred to in this Section if the service is performed in full.

The format of information in case of contracts for the provision of repair or maintenance services

Article 69

(1) With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed HRK 1,500.00, the trader shall provide the consumer with the information referred to in Article 60, paragraph (1), items (2) and (3) of this Act and the information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium and the trader may orally provide the information referred to in Article 60, paragraph (1), items (1), (9), (10) and (12) of this Act only if the consumer expressly agrees.

(2) In the case of contracts referred to in paragraph (1) of this Article, the written confirmation of the oral contract shall contain all the information provided for in Article 60, paragraph (1) of this Act.

Events organised by the trader for the purpose of sale or promotion of a product

Article 70

(1) The invitation sent to consumer for the participation in an event organised by the trader, the purpose whereof is to promote or sell a product to consumer, such as excursions or dinner parties, must contain clear and comprehensible information about such purpose and all the conditions for the participation in the event.

(2) The invitation to consumer referred to in paragraph (1) of this Article must be provided to the consumer on paper or, if the consumer agrees, on another durable medium.

(3) Binding the consumer to purchase a product or make any other payment during a free-of-charge excursion organised by the trader with the aim of promoting or selling a product shall be deemed unfair commercial practice within the meaning of the provisions of Part II, Title IV of this Act.

Unsolicited visits by a trader to a consumer's home

Article 71

(1) Trader may make unsolicited visits to a consumer's home on working days from 08:00 to 20:00.

(2) The consumer may impose additional restrictions regarding the time of visits referred to in paragraph (1) of this Article.

(3) Visits by a trader contrary to paragraphs (1) and (2) of this Article and visits to homes of consumers where prohibition has been clearly displayed shall be prohibited.

(4) A person making the visit referred to in paragraph (1) of this Article shall make known his or her identity and state the purpose of the visit at the beginning of the communication.

(5) The proof of trader's identity referred to in paragraph (4) of this Article shall allow for identification of the trader, and especially includes trader's official cards and badges.

(6) As regards the time of unsolicited visit to a consumer's home, the burden of proof shall be on the trader.

Section 3

Formal requirements for distance contracts

General provisions

Article 72

(1) With respect to distance contracts, the information provided for in Article 60, paragraph (1) of this Act shall be appropriate to the means of distance communication used, and given in plain and intelligible language and if provided on a durable medium, it shall be legible.

(2) If the contract is concluded through a means of distance communication which allows limited space or time to display the information, the trader shall provide, on or by that particular means of distance communication, at least the information provided for in Article 60, paragraph (1), items (1), (2), (5), (11) and (19) and paragraphs (3) to (5) of this Act.

(3) If the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall, at the beginning of the conversation with the consumer, disclose his identity and, where applicable, the identity of the person on whose behalf and/or account he makes that call, and the commercial purpose of the call, which does not exclude the trader's obligation referred to in paragraph (2) of this Article.

Concluding distance contracts for services by telephone

Article 73

(1) In the case of concluding distance contracts for services by telephone, the trader shall provide the consumer with the offer on a durable medium in a manner that will ensure that the time of receipt of the offer can be unambiguously determined.

(2) The contract referred to in paragraph (1) of this Article shall be considered concluded when the consumer, following receipt of the offer, sends to the trader his confirmation of consent on the conclusion of a contract.

(3) The burden of proof of the receipt of the confirmation of consent referred to in paragraph (2) of this Article shall be on the trader.

Information about the obligation to pay

Article 74

(1) If a contract concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and before the consumer places his order, of the information provided for in Article 60, paragraph (1), items (1), (5), (17) and (18) and paragraphs (3) to (5) of this Act.

(2) In the case referred to in paragraph (1) of this Article, the trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay.

(3) If placing an order entails activating a button or a similar function, the button or similar function shall be labelled prominently with the words “order with obligation to pay” or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay.

(4) If the trader fails to comply with this Article, the contract shall be null and void and the consumer shall not be bound by the order.

Delivery restrictions and means of payment

Article 75

Trading websites shall indicate clearly and legibly at the latest at the beginning of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.

Confirmation of the contract concluded

Article 76

(1) The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium, within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins.

(2) The confirmation referred to in paragraph (1) of this Article shall include all the information referred to in Article 60, paragraph (1) of this Act unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the contract; and where applicable, the confirmation of the consumer’s prior consent referred to in Article 86, paragraph (1), item (13) of this Act.

The format of the request for the performance of the contracted service

Article 77

(1) Where a consumer wants the performance of services or the supply of water, gas or electricity, where they are put up for sale in an unlimited volume or unspecified quantity, or of district heating, if the contract places the consumer under the obligation to pay, to begin

before the expiry of the withdrawal period provided for in Article 79 of this Act, the consumer must make an express request.

(2) The request referred to in paragraph (1) of this Article must also contain the confirmation of the consumer that he has been made aware of the fact that he will lose the right of withdrawal referred to in this Section if the service is performed in full.

Application of special regulations

Article 78

The provisions of this Section shall be without prejudice to the regulations governing electronic commerce provisions and related to the conclusion of e-contracts and the delivery of e-orders.

Section 4

Withdrawal from an off-premises or distance contract

General provisions

Article 79

(1) The consumer shall have the right to withdraw from an off-premises or distance contract within 14 days from its conclusion at the latest, without giving any reason.

(2) In the case of sales contracts, the period referred to in paragraph (1) of this Article shall begin on the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods.

(3) In the case of delivery of a good consisting of multiple lots or pieces, that should be delivered separately or that is delivered in several lots of pieces, the period referred to in paragraph (1) of this Article shall begin on the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece of goods.

(4) In the case of contracts for regular delivery of goods during a defined period of time, the period referred to in paragraph (1) of this Article shall begin on the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first lot or piece of the goods.

(5) In the case of contracts for the performance of services, supply of water, gas or electricity, where they are put up for sale in an unlimited volume or unspecified quantity, of district heating or of digital content which is not supplied on a tangible medium, the period referred to in paragraph (1) of this Article shall begin on the day of the conclusion of the contract.

Unfulfillment of the obligation to provide information on the right of withdrawal

Article 80

(1) If the trader has not provided the consumer with the information on the right of withdrawal in accordance with Article 60, paragraph (1), items (9) and (10) of this Act, the withdrawal period referred to in Article 79 of this Act shall expire one year from the end of the withdrawal period, as determined in accordance with Article 79 of this Act.

(2) If the trader has provided the consumer with the information referred to in paragraph (1) of this Article within one year from the day referred to in Article 79 of this Act, the right to withdrawal referred to in Article 79 of this Act shall expire 14 days after the day upon which the consumer receives that information.

Exercise of the right of withdrawal

Article 81

(1) Before the expiry of the withdrawal period referred to in Article 79 of this Act, the consumer shall inform the trader of his decision to withdraw from the contract using for this purpose either the standard withdrawal form or making any other unequivocal statement setting out his decision to withdraw from the contract.

(2) The trader may give the option to the consumer to electronically fill in and submit either the standard withdrawal form or any other unequivocal statement of withdrawal on the trader's website.

(3) In the case referred to in paragraph (2) of this Article the trader shall forthwith deliver to the consumer an acknowledgement of receipt of the statement of withdrawal on a durable medium.

(4) The consumer shall send the statement of withdrawal before the expiry of the withdrawal period referred to in Articles 79 and 80 of this Act.

(5) The burden of proof of exercising the right of withdrawal in accordance with the provisions of this Article shall be on the consumer.

(6) The content and form of the standard withdrawal form referred to in paragraph (1) of this Article shall be prescribed by the minister competent for consumer protection by way of an ordinance.

Effects of withdrawal

Article 82

(1) If the consumer exercises the right of withdrawal referred to in Article 79 of this Act, this shall terminate the obligations of the parties to perform the off-premises and distance contract or to conclude the distance or off-premises contract in cases where an offer has been made by the consumer.

(2) In the event of withdrawal, each party shall reimburse all payments received under the contract in accordance with the provisions of this Section.

(3) Where the consumer exercises the right of withdrawal, the consumer shall not bear any costs resulting from his withdrawal referred to in Article 79 of this Act, other than those stipulated by Article 83, paragraph (2) and Article 84 of this Act.

Obligations of the trader in the event of withdrawal

Article 83

(1) The trader shall reimburse all payments received from the consumer based on the contract without undue delay and in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 81 of this Act if the consumer exercises his right of withdrawal referred to in Article 79 of this Act.

(2) Notwithstanding paragraph (1) of this Article, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.

(3) As far as sales contracts are concerned, unless the trader has offered to collect the goods himself, the trader may withhold the reimbursement until he has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

(4) The trader shall carry out the reimbursement referred to in paragraph (1) of this Article using the same means of payment as the consumer used for the payment transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

(5) The processing of personal data shall be subject to regulations governing the protection of personal data.

(6) The trader shall not use any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader, except where such content:

1. has no utility outside the context of digital content or digital service supplied by the trader;

2. only relates to the consumer's activity when using the digital content or digital service supplied by the trader;

3. has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts;

4. has been generated jointly by the consumer and others and other consumers are able to continue to make use of the content.

(7) Except in the situations referred to in paragraph (6) items (1), (2) and (3) of this Article, the trader shall, at the request of the consumer, make available to the consumer any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader.

(8) The consumer shall have the right to retrieve the content referred to in paragraph (7) of this Article free of charge, without hindrance from the trader, within a reasonable time and in a commonly used and machine-readable format.

(9) In the event of withdrawal from the contract, the trader may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer.

Obligations of the consumer in the event of withdrawal

Article 84

(1) Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over without undue delay and in any event, not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 81 of this Act.

(2) The consumer shall be considered to have timely performed his obligation referred to in paragraph (1) of this Article if he sends or delivers the goods to the trader or to the person authorised by the trader before the expiry of the time limit referred to in paragraph (1) of this Article.

(3) The consumer shall not use the digital content or digital service and shall not make them available to third parties.

(4) The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them.

(5) In the case of off-premises contracts, where the goods have been delivered to the consumer's home at the time of the conclusion of the contract, the trader shall at his own expense collect the goods if, by their nature, those goods cannot normally be returned by post.

(6) The consumer shall be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

(7) By way of derogation from paragraph (6) of this Article, the consumer shall in any event not be liable for diminished value of the goods regardless of the underlying reason where the trader has failed to inform the consumer about his right of withdrawal in accordance with Article 60, paragraph (1), items (9) and (10) of this Act.

(8) Where a consumer exercises the right of withdrawal after he has explicitly requested in accordance with Articles 68 and 77 of this Act the provision of services or the performance of the contract on the supply of water, gas or electricity put up for sale in an unlimited volume or unspecified quantity and the supply of district heating to begin before the expiry of the withdrawal period, the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, with the proportionate amount to be paid by the consumer to the trader being calculated on the basis of the total price agreed in the contract and where the total price is excessive, the proportionate amount being calculated on the basis of the market value of what has been provided.

(9) Where a consumer exercises the right of withdrawal with regard to the contract on the provision of services or supply of water, gas or electricity put up for sale in an unlimited volume or unspecified quantity and the supply of district heating, the consumer shall not have to pay an amount which is in proportion to what has been provided during the withdrawal period if the trader has not informed the consumer in accordance with the provisions of Article 60, paragraph (1), items (9), (10) and (12) of this Act or if the consumer has not explicitly requested the provision of services to begin before the expiry of the withdrawal period in accordance with Articles 68 or 77 of this Act.

(10) Where a consumer exercises the right of withdrawal with regard to the contract having a digital content not supplied on a tangible medium as a subject matter, the consumer shall not have to pay an amount which is in proportion to what has been provided during the withdrawal period, if the consumer has not given his express consent to the beginning of the performance before the end of the period referred to in Article 79 of this Act, if the consumer has not acknowledged that he loses his right of withdrawal when giving his consent or if the trader has failed to provide confirmation in accordance with Article 67 or 76 of this Act.

Effects of the exercise of the right of withdrawal on ancillary contracts

Article 85

If the consumer exercises his right of withdrawal in accordance with this Section, any ancillary contracts shall be automatically terminated, without any costs for the consumer, except as provided for in this Section.

Exception from the right of withdrawal

Article 86

(1) The consumer shall have no right of withdrawal referred to in this Section if:

1. the service contract has been fully performed by the trader, and the contract places the consumer under the obligation to pay, and the performance has begun with the consumer's express prior consent, and with the acknowledgement that he will lose the right of withdrawal referred to in this Section once the contract has been fully performed by the trader;

2. the subject matter of the contract is the supply of a product for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;

3. the subject matter of the contract is the supply of goods made to the consumer's specifications or clearly personalised;
4. the subject matter of the contract is the supply of goods, which are liable to deteriorate or expire rapidly;
5. the subject matter of the contract is the supply of sealed goods, which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
6. the subject matter of the contract is the supply of goods, which are, after delivery, according to their nature, inseparably mixed with other items;
7. the subject matter of the contract is the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
8. the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance where, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
9. the subject matter of the contract is the supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed after delivery;
10. the subject matter of the contract is the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
11. the contract was concluded at a public auction;
12. the subject matter of the contract is the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
13. the subject matter of the contract is the supply of digital content not supplied on a tangible medium, and the contract places the consumer under the obligation to pay, and the performance has begun with the consumer's express prior consent, and with the acknowledgement that he will lose the right of withdrawal, while the trader has provided the consumer with the confirmation of the contract in accordance with Articles 67 or 76 of this Act;
14. consumer has specifically requested a visit from the trader for the purpose of carrying out paid repairs, and the contract, whose performance has begun with the consumer's prior express consent, has been fully performed.

(2) Paragraph (1), items (1), (2), (3) and (5) of this Article shall not apply to contracts concluded in the context of unsolicited visits by a trader to a consumer's home or excursions organised by a trader with the aim of promoting or selling products to the consumer.

CHAPTER II

CONCLUDING DISTANCE CONTRACTS ON THE SALE OF FINANCIAL SERVICES

Definition

Article 87

(1) Distance contracts on the sale of financial services means any contract concerning financial services concluded between a trader and a consumer under an organised distance sales or financial service-provision scheme run by the trader, who, for the purpose of that contract, makes exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded.

(2) The financial services referred to in paragraph (1) of this Article shall include any service of a banking, credit, insurance, voluntary pension insurance, investment, housing savings or payment nature.

(3) In the case of contracts on consumer financial services comprising an initial service agreement followed by successive operations or a series of separate operations of the same nature performed over time, the provisions of this Chapter shall apply only to the initial agreement.

Prior information

Article 88

(1) In good time prior to the conclusion of the contract, the consumer shall be informed about the trader, the financial service which is the subject of the contract, the details of the contract and the method of dispute resolution.

(2) The prior information referred to in paragraph (1) of this Article shall contain the information listed in Articles 89 to 92 of this Act.

(3) The prior information referred to in paragraph (1) of this Article shall contain a clearly indicated commercial intention of the trader and shall itself be unambiguous, clear, intelligible and adapted to the used means of distance communication.

(4) In the case of telephone communication, the identity of the trader and the commercial purpose of the call shall be made explicitly clear at the beginning of any conversation with the consumer.

(5) Upon the consumer's explicit consent, the person contacting the consumer on behalf of the trader shall inform the consumer about his or her identity and the nature of his or her relationship with the trader, and provide the information required under Article 90, items (1), (2) and (5) and Article 91, item (1) of this Act.

(6) The person contacting the consumer shall inform the consumer that at his or her request he or she might be provided with further information and specify the nature of such information.

(7) In any case, the trader shall communicate to the consumer the information containing all the data referred to in Articles 89 to 92 of this Act as part of the obligations referred to in Article 93 of this Act.

(8) The information about the consumer's contractual obligations supplied to the consumer before the conclusion of the contract shall match the consumer's contractual obligations, which would arise from the law applicable to the contract if the latter were concluded.

(9) Along with the data referred to in this Article and Articles 89 to 92 of this Act, the consumer shall be provided with any other data required under regulations governing specific financial services, which are the subject of the contract between the consumer and the trader.

Information about the trader

Article 89

(1) The information about the trader shall contain his name or firm name, his field of activity, full address of the trader's domicile or head office, any other address, which may be relevant to his relationship with the consumer, his registration number and the register in which the trader is entered.

(2) If the activity of the trader is subject to a licence or permission issued by a public authority, information about the trader shall also include relevant details from that licence or

permission, such as the name of the authority which has issued the licence or permission, the validity and wording of the licence or permission.

(3) If the trader has a representative in the Republic of Croatia, information about the trader shall include the name or the firm name of the representative and full address relevant to the consumer's relationship with the representative.

(4) If the consumer establishes a contractual relationship through a person other than the trader's representative, information about the trader shall include the name or firm name of that person, the capacity in which he is acting, the head office or other address relevant to the consumer's relationship with that person.

Information about the financial service

Article 90

The information about the financial service, which is the subject matter of the contract, shall contain:

1. a description of the main characteristics of the financial service;
2. the total price to be paid by the consumer for that service, including all taxes, fees, charges and costs or, when an exact total price cannot be indicated, the basis for the calculation of the total price enabling the consumer to determine it;
3. an indication that the financial service includes financial instruments connected with a special risk arising from the specificities of that instrument or the offered financial service;
4. notice indicating that the price or the results of the financial service depend on fluctuations in the financial markets outside the trader's control and that historical performances are no indicators for future performances;
5. notice of the possibility that other taxes and/or costs may exist that are not paid via the trader or imposed by him;
6. limitations of the period for which the information provided is valid;
7. the arrangements for payment and for performance;
8. an indication of any additional cost for the consumer for using the means of distance communication.

Information about the details of the contract

Article 91

Information about the details of the contract shall contain:

1. an indication of the existence or absence of a right of withdrawal in accordance with Article 95 of this Act and, where the right of withdrawal exists, an indication of its duration and the conditions for exercising it, including information on the amount which the consumer may be required to pay on the basis of Article 98, paragraph (3) of this Act, as well as the consequences of non-exercise of that right;
2. an indication of the minimum duration of the contract on financial services in the case of services to be performed permanently or recurrently;
3. information on any rights the parties may have to withdraw from the contract or cancel the contract prior to expiry of the duration of the contract, including any penalties or any other compensations imposed by the contract in such cases;
4. practical instructions for exercising the right of withdrawal referred to in Article 95 of this Act indicating the address to which the notification of withdrawal should be sent;
5. an indication of the state whose laws are taken as a basis for the establishment of relations between the trader and the consumer prior to the conclusion of the contract;

6. an indication of any contractual term on the law applicable to contracts on financial services and of the competent court for dispute resolution;

7. an indication of the language, or languages, in which the contractual terms and conditions, and the prior information are supplied, and furthermore in which language, or languages, the trader, with the agreement of the consumer, undertakes to communicate with the consumer during the duration of the contract.

Information about the method of dispute resolution

Article 92

Information about the method of dispute resolution shall contain an indication of:

1. whether or not there is an out-of-court complaint and redress mechanism for the consumer that is party to the distance contract and, if so, the methods for having access to it;
2. the existence of guarantee funds or other consumer compensation arrangements not provided for by the regulations governing credit institutions and regulations governing capital market.

Form of prior information

Article 93

(1) The trader shall communicate to the consumer the contractual terms and conditions and the prior information referred to in Article 88 of this Act which contains all the data referred to in Articles 89 to 92 of this Act, on paper or on another durable medium available and accessible to the consumer in good time before concluding a contract or a preliminary contract.

(2) The trader shall fulfil his obligation under paragraph (1) of this Article immediately after the conclusion of the contract, if the contract has been concluded at the consumer's explicit request using a means of distance communication which does not enable providing the contractual terms and conditions and the prior information referred to in Article 88 of this Act in conformity with paragraph (1) of this Article.

(3) At any time during the contractual relationship the consumer shall be entitled, at his request, to receive the contractual terms and conditions on paper.

(4) The consumer shall be entitled to change the means of distance communication used, unless this is incompatible with the contract concluded or the nature of the financial service provided.

Successive provision of services

Article 94

(1) Where there is no initial service agreement between the consumer and the trader but the successive operations or the separate operations of the same nature performed over time are performed to the consumer, the provisions of Articles 88 to 93 of this Act shall apply only when the first operation is performed.

(2) Where, however, in the case referred to in paragraph (1) of this Article no operation of the same nature is performed for more than one year, the next operation shall be deemed to be the first in a new series of operations and accordingly, Articles 88 to 93 of this Act shall apply.

Right of withdrawal

Article 95

(1) Any distance contract on financial services shall ensure that the consumer shall have a period of 14 days to withdraw from the distance contract without giving any reason or a period of 30 days in the event of life insurance and voluntary pension insurance contracts.

(2) The withdrawal period referred to in paragraph (1) of this Article shall begin either from the day of the conclusion of the contract or, in the event of life insurance and voluntary pension insurance contracts, from the time when the consumer is informed that the contract has been concluded.

(3) If, in accordance with the provision of Article 93, paragraph (2) of this Act, the contract was concluded before the consumer received the contractual terms and conditions and the prior information with all the data referred to in Articles 89 to 92 of this Act, the withdrawal period referred to in paragraph (1) of this Article shall begin on the day on which the consumer receives the contractual terms and conditions and the prior information in accordance with Article 93, paragraphs (1) and (2) of this Act.

(4) The consumer shall not have the right of withdrawal referred to in paragraph (1) of this Article in the case of:

1. contracts on financial services whose price depends on fluctuations in the financial market outside the trader's control, which may occur during the withdrawal period referred to in paragraph (1) of this Article, such as services related to foreign exchange purchase and sale transactions, money market instruments, transferable securities, units in collective investment undertakings, financial futures contracts, including equivalent cash settled instruments, forward interest-rate agreements (FRAs), interest-rate, currency and equity swaps, options to acquire or dispose of any the instruments referred to in this item, including equivalent cash settled instruments and in particular options on currency and on interest rates;

2. travel and baggage insurance policies or similar short-term insurance policies of less than one month's duration;

3. contracts whose performance has been fully completed by both parties at the consumer's express request before the consumer exercises his right of withdrawal referred to in this Article.

Form of withdrawal

Article 96

(1) The contract shall be terminated by a notification of withdrawal given on paper or another durable medium accessible to the consumer, sent before the expiry of the withdrawal period referred to in Article 95 of this Act, provided that the consumer follows the instructions for exercising the right of withdrawal given in the prior information referred to in Article 88 of this Act.

(2) The contract shall be deemed as terminated on time if the notification of withdrawal was sent within the time limits referred to in Article 95, paragraph (1) of this Act.

(3) The contract shall be terminated at the moment when the trader or the person appointed by the trader has received the notification of withdrawal.

Beginning of performance of the contract

Article 97

(1) The trader may begin to perform the contract before the expiry of the withdrawal period referred to in Article 95 of this Act only subject to consumer's express consent.

(2) The trader shall not be entitled to request from the consumer to fulfil his obligations before the expiry of the withdrawal period laid down in Article 95 of this Act.

Effects of withdrawal

Article 98

(1) In the event of withdrawal referred to in Article 95 of this Act, the consumer shall not be responsible for any damages incurred by the trader and shall not be obliged to pay any penalties or compensation for the termination of the contract.

(2) In the event of withdrawal, each party shall reimburse the payments received from the other party under the concerned contract.

(3) If the nature of the provided service is contrary to reimbursement, the consumer shall pay the price for a part of the service provided until the withdrawal.

(4) The amount that the consumer would be liable to pay to the trader in accordance with paragraph (3) of this Article shall be proportional to the service provided and it shall in no case be such to be regarded as a penalty or a compensation for withdrawal.

(5) The trader shall have no right to request from the consumer to pay any amount in accordance with paragraph (3) of this Article if he cannot prove that the consumer has been informed about this possibility in the prior information referred to in Article 88 of this Act and in the manner laid down in Article 91, paragraph (1) of this Act.

(6) The trader shall have no right to request from the consumer to pay the price for a part of the service provided before withdrawal referred to in Article 95 of this Act if the service has been provided contrary to the provision of Article 97, paragraph (1) of this Act.

(7) If the consumer terminates the contract in accordance with Article 95 of this Act, the trader shall forthwith and not later than 30 days as from the date the trader or the person appointed by the trader has been informed about the withdrawal, reimburse all payments received from the consumer under the concerned contract, reduced by the amount that the trader is entitled to collect from the consumer in accordance with paragraph (3) of this Article.

(8) If the consumer terminates the contract in accordance with Article 95 of this Act, he shall forthwith and not later than 30 days as from the date of sending the notification of withdrawal reimburse all payments received under the concerned contract to the trader.

Effects of termination of the contract on consumer financial services on other contracts

Article 99

If the consumer exercises his right of withdrawal referred to in Article 95 of this Act, the termination of the contract on financial services shall entail termination of any other contract that the consumer concluded, on the basis of or in relation to a contract on a financial service, with the trader or any other person who concluded the contract with the consumer on the basis of the previous agreement with the trader.

Actions contrary to this Chapter

Article 100

(1) If the trader fails to fulfil any obligation stipulated by this Chapter, the consumer shall have the right to terminate the contract at any time.

(2) In the event referred to in paragraph (1) of this Article, the consumer shall not be liable to pay damages to the trader or to pay any other compensation for the termination of the contract.

Burden of proof

Article 101

(1) The burden of proof in respect of the trader's obligation to provide prior information to the consumer and the consumer's consent to conclusion of the contract and, where appropriate, its performance before the expiry of the withdrawal period referred to in Article 95 of this Act, shall be on the trader.

(2) Any contractual term providing that the burden of proof with regard to the facts referred to in paragraph (1) of this Article shall be on the consumer shall be an unfair contractual term within the meaning of the provisions of Title II of this Part of the Act.

Mutatis mutandis implementation

Article 102

The provisions of Article 50 of this Act and the regulations governing electronic communications in the part relating to unsolicited electronic communications shall apply *mutatis mutandis* to the contracts referred to in this Chapter.

TITLE IV

TIMESHARE, LONG-TERM HOLIDAY PRODUCT, RESALE AND EXCHANGE CONTRACTS

Scope

Article 103

(1) The provisions of this Title of the Act govern timeshare, long-term holiday product, resale and exchange contracts concluded between the consumer and the trader.

(2) In calculating the duration of a timeshare contract or a long-term holiday product contract, any contractual term allowing for tacit renewal or prolongation shall be taken into account.

General provisions

Article 104

(1) The contracts referred to in this Title of the Act shall be in writing, on paper or on another durable medium.

(2) The contracts referred to in this Title of the Act shall be drawn up in the official language or one of the official languages of the state in which the consumer is resident or a national, at the choice of the consumer; if the consumer is resident in or a national of a Member State of the European Union, he may choose the official language of that state only if it is also an official language of the European Union.

(3) If the consumer is resident in the Republic of Croatia or if the trader performs his selling activities in the territory of the Republic of Croatia, the contracts referred to in this Title of the Act shall in any case be drawn up in the Croatian language.

(4) In the case of a timeshare contract concerning one specific immovable property, the trader shall provide the consumer with a certified translation of the contract into the official language or one of the official languages of the state in which the property is situated; if the immovable property is situated in a Member State of the European Union, the contract shall be translated into the official language or one of the official languages of that state, which is also an official language of the European Union.

(5) If the contracts referred to in this Title of the Act are drawn up in several language versions, each language version shall be considered as the original version.

(6) The consumer shall receive at least two copies of the contracts referred to in this Title of the Act.

Advertising

Article 105

(1) Any advertising related to the contracts referred to in this Title of the Act shall clearly specify the right to obtaining the prior information referred to in Article 106 of this Act and indicate where it can be obtained from.

(2) Where a contract referred to in this Title of the Act is to be offered to a consumer in person at a promotion or sales event, the trader shall clearly indicate in the invitation the commercial purpose and the nature of the event.

(3) The information referred to in paragraph (1) of this Article shall be available to the consumer throughout the duration of the event referred to in paragraph (2) of this Article.

(4) A timeshare or a long-term holiday product shall not be advertised and/or offered on the market as an investment.

Prior information

Article 106

(1) In good time before the consumer accepts an offer or concludes a contract referred to in this Title of the Act, the trader shall provide the consumer, in a clear and comprehensible manner, with accurate and sufficient information on the contract referred to in this Title of the Act, given on a standard form and supplied on a paper or another durable medium.

(2) The information referred to in paragraph (1) of this Article shall be made available to the consumer free of charge.

(3) The information referred to in paragraph (1) of this Article shall be drawn up in the official language or one of the official languages of the state in which the consumer is resident or a national, according to his choice and if the consumer is resident in or a national of a Member State of the European Union, he may choose the official language of that state only if it is also an official language of the European Union.

(4) The content and the form of the information referred to in paragraph (1) of this Article shall be prescribed by the minister competent for consumer protection by way of an ordinance.

Content of the contract

Article 107

(1) The prior information referred to in Article 106 of this Act shall form an integral part of the contract referred to in this Title of the Act and shall not be altered unless the parties expressly agree otherwise or the changes result from unusual and unforeseeable circumstances beyond the trader's control, the consequences of which could not have been avoided even if all due care had been exercised.

(2) The trader shall communicate to the consumer prior to the conclusion of the contract any changes to the information stated in the prior information in writing, on paper or on another durable medium and the contract shall expressly mention any such changes.

(3) In addition to the prior information referred to in Article 106 of this Act, the contracts referred to in this Title of the Act shall also include:

- information on the identity, domicile or head office of contractual parties, and their signatures; and
- the date and the place of conclusion of the contract.

(4) Before the conclusion of contracts referred to in this Title of the Act, the trader shall explicitly draw the consumer's attention to the existence of the right of withdrawal referred to in Article 108 of this Act, the length of the withdrawal period, and the ban on advance payments during the withdrawal period.

(5) Any contract referred to in this Title of the Act shall contain a model withdrawal form referred to in Article 108 of this Act.

(6) The contractual terms on the existence of a right of withdrawal, its duration and the ban on any advance payments during the withdrawal period shall be signed separately by the consumer.

(7) The content and the form of the model withdrawal form referred to in paragraph (5) of this Article shall be prescribed by the minister competent for consumer protection by way of an ordinance.

Consumer's right of withdrawal

Article 108

(1) The consumer shall have a period of 14 days to withdraw in writing from the contracts referred to in this Title of the Act, on paper or on another durable medium, without giving any reason.

(2) The withdrawal period referred to in paragraph (1) of this Article shall begin:

- from the day of the conclusion of the contract or preliminary contract; or
- from the day when the consumer receives the contract or a preliminary contract if it is later than the conclusion of the contract or preliminary contract.

(3) The consumer's right of withdrawal for contracts or preliminary contracts referred to in this Title of the Act shall expire:

– after one year and 14 days from the day referred to in paragraph (2) of this Article, where the model withdrawal form as required by Article 107 of this Act has not been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium;

– after three months and 14 days from the day referred to in paragraph (2) of this Article, where the prior information referred to in Article 106 of this Act has not been provided to the consumer in writing, on paper or on another durable medium.

(4) Where the model withdrawal form has been filled in by the trader and provided to the consumer in writing, on paper or on another durable medium, within one year from the day referred to in paragraph (2) of this Article, the withdrawal period shall start from the day the consumer receives that form.

(5) Similarly, where the prior information referred to in Article 106 of this Act has been provided to the consumer in writing, on paper or on another durable medium, within three months from the day referred to in paragraph (2) of this Article, the withdrawal period shall start from the day the consumer receives such prior information.

(6) In the event that an exchange contract is offered to the consumer together with and at the same time as a timeshare contract, only a single withdrawal period in accordance with paragraph (1) of this Article shall apply to both contracts with the withdrawal period for both contracts being calculated according to the provisions of paragraph (2) of this Article.

(7) The consumer shall withdraw from the contracts referred to in this Title of the Act by providing a notification to that effect in writing, on paper or on another durable medium, using a model withdrawal form referred to in Article 107, paragraph (5) of this Act.

(8) The contract shall be deemed to have been terminated on time if the consumer dispatched the notification of withdrawal referred to in paragraph (7) of this Article to the trader before the expiry of the withdrawal period.

Effects of exercising the right of withdrawal

Article 109

(1) Where the consumer exercises the right of withdrawal referred to in Article 108 of this Act, the consumer shall neither bear any cost nor be liable for any value corresponding to the service, which may have been performed, based on the contract before he exercised his right of withdrawal referred to in Article 108 of this Act.

(2) In the event of withdrawal referred to in Article 108 of this Act, the consumer shall not be liable for damages incurred by the trader because of the fact that the consumer exercised his right of withdrawal.

Advance payment

Article 110

(1) Before the end of the withdrawal period referred to in Article 108 of this Act, any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration in relation to timeshare, long-term holiday product and exchange contracts by the consumer shall be prohibited.

(2) In relation to resale contracts any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration to the trader by the consumer before the actual sale takes place or the resale contract is otherwise terminated, shall be prohibited.

Specific provisions relating to long-term holiday product contracts

Article 111

(1) For long-term holiday product contracts, payment shall be made exclusively according to a staggered payment schedule.

(2) Any payment of the price specified in the long-term holiday product contract otherwise than in accordance with the staggered payment schedule shall be prohibited.

(3) The payments under the long-term holiday product contract, including any membership fee, shall be divided into yearly instalments, each of which shall be of equal value.

(4) The trader shall send to consumer a written request for payment under a long-term holiday product contract, on paper or on another durable medium, at least 14 days in advance of each instalment due date.

(5) From the second instalment payment onwards, the consumer may terminate the long-term holiday product contract without any compensation or penalty by giving notice to the trader within 14 days of receiving the request for payment of each instalment.

(6) The consumer's right referred to in paragraph (5) of this Article shall not affect his right under this Act or other laws to terminate the contract or lead to its termination in any other way.

Termination of ancillary contracts

Article 112

(1) Where the consumer exercises the right to withdraw from a timeshare or long-term holiday product contract, any exchange contract ancillary to it or any other ancillary contract shall be automatically terminated, at no cost to the consumer.

(2) Where the price from any contract referred to in this Title of the Act is fully or partly covered by a credit granted to the consumer by the trader, or by a third party on the basis of an arrangement between the third party and the trader, the credit contract shall be terminated with the termination of any of those contracts.

(3) In the event of withdrawal from a credit contract referred to in paragraph (2) of this Article, the consumer shall not be obliged to pay any compensation, expenses, interests or penalty to the credit provider nor fix any damages.

(4) The ancillary contract shall be terminated when the trader receives the notification referred to in Article 108 of this Act, regardless of the fact whether the ancillary contract is concluded with the trader or a third party, based on the third party's agreement with the trader.

(5) If the ancillary contract is concluded with a third party, on the basis of the agreement with the trader, the consumer shall not be obliged to notify that person about the termination of the contract, but this shall be the duty of the trader.

(6) The trader or the third party with whom the consumer has concluded an ancillary contract shall return to the consumer any payments received from the consumer under the contract within 30 days of the day of trader's receipt of the notification referred to in Article 108 of this Act.

PART IV PROCEDURAL PROTECTION OF CONSUMER RIGHTS

TITLE I ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMER DISPUTES

Initiation of procedure

Article 113

A consumer may initiate a dispute resolution procedure against a trader before a body for alternative dispute resolution in accordance with the regulations governing alternative dispute resolution for consumer disputes.

TITLE II PROTECTION OF COLLECTIVE INTERESTS AND RIGHTS OF CONSUMERS

Action for the protection of collective interests and rights of consumers

Article 114

(1) Any competent authority or person shall be entitled to initiate proceedings for the protection of collective interests and rights of consumers against a person who acts contrary to the provisions of:

1. Article 3, paragraph (1), Article 7, Articles 34 to 44, Article 46 and Articles 48 to 112 of this Act;

2. the law governing civil obligations in the part relating to the liability for material defects and the commercial guarantee;

3. the law governing the provision of services in tourism in the part relating to package travel contracts and linked travel arrangements contracts;

4. the law governing electronic commerce;
5. the law governing electronic media in the part relating to audio-visual media services;
6. the law governing consumer credit;
7. the law governing services;
8. the law governing medicinal products;
9. the ordinance governing the manner of advertising medicinal products;
10. the law governing the implementation of Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (Text with EEA relevance) (OJ L 55, 28. 2. 2011);
11. the law governing alternative dispute resolution for consumer disputes;
12. the law governing the implementation of Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (Text with EEA relevance) (OJ L 60I, 2. 3. 2018).

(2) The proceeding referred to in paragraph (1) of this Article may be initiated against an individual trader or a group of traders from the same economic sector who act contrary to the regulations referred to in paragraph (1) of this Article, against traders' chambers and interest associations that promote unfair commercial practices or against code owners promoting unfair commercial practices, as defined by the provisions of Part II, Title IV of this Act.

Bodies and persons authorised to initiate proceedings for the protection of consumers' collective interests and rights

Article 115

(1) The proceedings referred to in Article 114, paragraph (1) of this Act may be initiated by bringing an action for the protection of consumers' collective interests and rights by authorised bodies or persons having a legitimate interest in the protection of collective interests and rights of consumers, such as consumer protection associations and competent public authorities.

(2) If a trader or a group of traders with the head office in the Republic of Croatia acts contrary to the provisions of this Act and other regulations referred to in Article 114, paragraph (1) of this Act or if their actions have or may have an impact on the position of consumers in a Member State of the European Union, the proceeding referred to in Article 114, paragraph (1) of this Act may be initiated by a consumer protection association from that state or by another independent public authority authorised by the regulations of that state to initiate proceedings for the protection of consumers' collective interests and rights.

(3) The proceeding referred to in paragraph (2) of this Article may also be initiated against traders with head offices outside the Republic of Croatia whose activities may lead to infringements referred to in Article 114, paragraph (1) of this Act.

(4) The foreign persons referred to in paragraph (2) of this Article shall be authorised to initiate the proceeding referred to in Article 114, paragraph (1) of this Act, if they are included in the list of bodies and persons authorised to initiate proceedings for the protection of collective interests and rights of consumers published in the Official Journal of the European Union.

(5) The Government of the Republic of Croatia shall adopt a decision designating the bodies or the persons authorised to initiate proceedings for the protection of consumers' collective interests and rights referred to in Article 114, paragraph (1) of this Act before the competent court referred to in Article 118 of this Act.

(6) The Government of the Republic of Croatia shall, by way of the decision referred to in paragraph (5) of this Article, designate the bodies and persons authorised to initiate proceedings for the protection of consumers' collective interests and rights before a competent authority of a Member State of the European Union.

(7) The decision referred to in paragraph (5) of this Article shall be submitted to the European Commission on the request of the bodies and persons authorised to initiate proceedings for the protection of consumers' collective interests and rights referred to in paragraph (6) of this Article.

Procedures preceding the initiation of court proceedings

Article 116

(1) Before initiating the proceeding for the protection of consumers' collective interests and rights referred to in Article 114, paragraph (1) of this Act, the authorised body or person referred to in Article 115 of this Act shall issue a prior notice to the trader or another person referred to in Article 114, paragraph (2) of this Act in writing that it shall initiate the proceedings referred to in Article 114, paragraph (1) of this Act against him should he not cease the infringement.

(2) The authorised body or person may not initiate the proceeding referred to in Article 114, paragraph (1) of this Act before expiry of 14 days from delivery of the prior notice referred to in paragraph (1) of this Article.

Initiation of mediation procedure

Article 117

(1) Before initiating the proceeding referred to in Article 114, paragraph (1) of this Act, the parties may initiate a mediation procedure before a mediation centre in order to reach a settlement.

(2) The mediation referred to in paragraph (1) of this Article shall be carried out in accordance with the regulations governing mediation.

Real and territorial competence of a court

Article 118

(1) The real competence for trials in proceedings referred to in Article 114, paragraph (1) of this Act shall lie with the commercial court.

(2) For trials in proceedings referred to in Article 114, paragraph (1) of this Act, the territorial competence in line with the head office or the branch office of the defendant shall lie with the competent commercial court and if the defendant has no head office or branch office, the territorial competence shall lie with the commercial court in the territory of which the defendant has his domicile.

(3) If territorial competence cannot be determined as laid down in paragraph (2) of this Article and the general provisions on the territorial competence of courts are not applicable, the territorial competence for trials in the proceedings referred to in Article 114, paragraph (1) of this Act shall lie with the competent commercial court in the territory of which the infringement of regulations referred to in Article 114, paragraph (1) of this Act occurred or

could have occurred, or with the commercial court in the territory of which the harmful effects of infringements occurred.

Burden of proof

Article 119

(1) Where the proceedings referred to in Article 114, paragraph (1) of this Act were initiated due to the infringement of the provisions of Article 3, paragraph (1), Articles 43 and 44, Article 46, Articles 48 to 52 and Articles 60 to 86 of this Act, the burden of proof regarding the delivery of the prior information and compliance with the time limit for the performance of the contract shall be on the trader.

(2) Where the proceedings referred to in Article 114 of this Act were initiated due to infringement of the provisions of Articles 87 to 102 of this Act, the trader shall prove that he has fulfilled his obligation of communicating prior information to the consumer and that the consumer agreed to conclude the contract or that he agreed for the trader to begin with the provision of the contractual service prior to the expiry of the withdrawal period referred to in Article 95 of this Act.

(3) In the event referred to in paragraph (2) of this Article, the contractual term stipulating that the burden of proof with regard to the facts referred to in paragraph (2) of this Article shall be on the consumer shall be considered as an unfair contractual term pursuant to the provisions of Part III, Title II of this Act.

Infringements due to unfair commercial practices

Article 120

Where the proceedings referred to in Article 114, paragraph (1) of this Act were initiated due to infringement of the provisions of Articles 32 to 40 of this Act, while making a decision on whether a commercial practice is unfair, it shall not be taken into consideration whether that practice has caused or is likely to cause harm to someone nor whether the trader against whom the proceedings are conducted is at fault for the unpermitted commercial practice.

Presumption of inaccuracy of factual claims

Article 121

(1) If the proceedings referred to in Article 114, paragraph (1) of this Act were initiated due to infringement of the provisions of Articles 32 to 40 of this Act, the competent court referred to in Article 118 of this Act, if appropriate considering the circumstances of the case and taking into account the trader's legitimate interests, shall request the trader against whom the proceedings are conducted to furnish evidence confirming the accuracy of factual claims made in relation to a commercial practice within a period of seven days.

(2) If evidence referred to in paragraph (1) of this Article is not furnished within the period laid down in paragraph (1) of this Article or if the competent court referred to in Article 118 of this Act considers that the furnished evidence is incomplete or insufficient, the factual claims made in relation to a commercial practice shall be considered as inaccurate.

Court decision

Article 122

If the court has established that the form of order is admissible, it shall adopt a decision:

1. determining that the infringement of consumer protection regulations referred to in Article 114, paragraph (1) of this Act has occurred and define this infringement in detail;

2. ordering the defendant to cease the infringement which is contrary to the regulations on consumer protection referred to in Article 114, paragraph (1) of this Act and, if possible, ordering the defendant to adopt the measures required to remove the harmful effects of his unlawful conduct; and

3. prohibiting any such or similar conduct in the future.

Publication of court decision

Article 123

The court shall order the defendant to publish at his own cost the entire decision or a part of it if its publication may contribute to the alleviation or to the complete removal of the harmful effects of the infringement of consumer protection regulations referred to in Article 114, paragraph (1) of this Act.

Sanctions for failing to abide by court decision

Article 124

(1) By virtue of the decision referred to in Article 122 of this Act accepting the form of order, the court shall set down a time limit for the execution of the decision.

(2) Upon the request of the body or the person authorised to initiate the proceedings referred to in Article 114, paragraph (1) of this Act, the court shall define in its decision a fine if the defendant fails to voluntarily fulfil his obligation under the court decision or if he fulfils the decision with delay, for each day of delay and depending on the severity of the infringement of consumer rights.

(3) The provisions of the law governing foreclosure proceedings and the definition of fine as the basic means of foreclosure and the process of making decisions on fines, shall apply correspondingly to the definition of the fine referred to in paragraph (2) of this Article.

(4) If the defendant is bound by the court decision to pay the fine referred to in paragraph (2) of this Article, this fine shall be paid in favour of the state budget of the Republic of Croatia.

Effects of court decision with regard to third parties

Article 125

(1) The defendant shall be bound by a decision, by virtue of which the court has accepted the form of order, to refrain from the same or similar unlawful conduct with regard to all consumers in the future.

(2) In addition to the plaintiff and the authorised body or person referred to in Article 115, paragraph (5) of this Act, the foreclosure based on the decision referred to in paragraph (1) of this Article may be sought by any consumer.

Binding legal force of court decision for other courts

Article 126

A court decision brought in the proceedings for the protection of consumers' collective interests and rights referred to in Article 114, paragraph (1) of this Act, within the meaning of existence of an infringement of consumer protection regulations referred to in Article 114, paragraph (1) of this Act, shall be binding upon other courts in other proceedings that the consumer or a person having a legitimate interest may initiate personally for the compensation of damages caused by the defendant's conduct or for payment.

Interim injunction

Article 127

(1) Until the adoption of the final decision, the court may issue an interim injunction ordering cessation of the conduct, which is contrary to the provisions of Article 114, paragraph (1) of this Act.

(2) The interim injunction referred to in paragraph (1) of this Article may be issued without proving the existence of the requirements for issuance of an interim injunction to ensure non-pecuniary claims in line with the law governing foreclosure proceedings.

Initiation of proceedings for the compensation of damage

Article 128

Initiating or conducting the proceedings initiated on the basis of Article 114, paragraph (1) of this Act shall not prevent the person who suffered damages as a result of the trader's conduct, which is contrary to the provisions of this Act and other regulations referred to in Article 114, paragraph (1) of this Act, from initiating court proceedings before the competent court for the compensation of damages against the trader whose unlawful conduct caused damages, from initiating court proceedings for the annulment or establishment of the nullity of the contract concluded under the influence of the unlawful conduct or from initiating any other court proceedings for the exercise of rights to which this person is entitled on the basis of the rights contained in this Act or other acts.

Voluntary control

Article 129

(1) Initiating the proceedings referred to in Article 114, paragraph (1) of this Act shall not exclude the possibility of voluntary control of traders' conduct by independent organisations nor the possibility that the authorised body or person referred to in Article 115 of this Act initiates appropriate proceedings before these independent organisations against those members of such organisations who act contrary to the provisions of this Act and other acts listed in Article 114, paragraph (1) of this Act.

(2) Where the proceedings referred to in Article 114, paragraph (1) of this Act are initiated due to infringement of the provisions of Articles 32 to 40 of this Act, this shall not exclude the possibility of control of unfair commercial practice by code owners nor shall it exclude the possibility that the authorised body or persons referred to in Article 115 of this Act initiate appropriate proceedings before code owners or one of its bodies against those traders who act contrary to the code of conduct.

(3) Initiating the proceedings referred to in paragraphs (1) and (2) of this Article shall in no way constitute a waiver of the right to initiate proceedings provided by Article 114 of this Act against a certain trader, a group of traders or traders' interest associations.

Subordinate implementation of general regulations of procedural law

Article 130

In the proceedings referred to in Article 114, paragraph (1) of this Act, the competent court shall apply *mutatis mutandis* the provisions of the regulations governing civil procedure and those governing foreclosure proceedings, unless otherwise determined by this Act.

PART V

INSTITUTIONAL FRAMEWORK OF CONSUMER PROTECTION

TITLE I
AUTHORITIES RESPONSIBLE FOR CONSUMER PROTECTION

Responsible authorities

Article 131

Authorities responsible for consumer protection shall be: the Croatian Parliament, the Government of the Republic of Croatia, the ministry competent for consumer protection, competent inspections, the National Consumer Protection Council, business associations, consumer protection associations, local and regional self-government units and other public authorities.

CHAPTER I
NATIONAL CONSUMER PROTECTION COUNCIL AND LOCAL SELF-
GOVERNMENT UNITS

National Consumer Protection Council

Article 132

(1) The Government of the Republic of Croatia shall adopt a decision establishing the National Consumer Protection Council (hereinafter: Council).

(2) The decision referred to in paragraph (1) of this Article shall determine the composition of the Council.

(3) The Council shall be a counselling body of the Government of the Republic of Croatia.

(4) The Council shall participate in the drafting of the National Consumer Protection Programme and the report on the progress achieved in its implementation, initiate amendments to the existing and the adoption of new consumer protection regulations and participate in the formulation of consumer protection policies.

(5) The work of the Council shall be public.

(6) The Council shall adopt its rules of procedure.

(7) The Council shall submit annual reports on its work to the Government of the Republic of Croatia no later than by the end of the second quarter of the current year for the work done in the previous year.

(8) The Council shall have a secretary to perform professional duties on behalf of the Council.

(9) Professional and administrative tasks for the Council shall be carried out by the ministry competent for consumer protection.

Local self-government units

Article 133

Local self-government units shall take measures and carry out activities within their sphere of competence in the area of consumer protection, and in particular:

1. inform and educate consumers;
2. organise consumer counselling;
3. initiate and support the projects of the associations, which improve and promote consumer rights;
4. participate in the implementation of the National Consumer Protection Programme on the local level;

5. carry out other activities in line with special regulations.

CHAPTER II CONSUMER PROTECTION ASSOCIATIONS

General provisions

Article 134

(1) Consumer protection associations shall be established by consumers to promote and protect their rights and interests.

(2) The provisions of the law governing the work of associations shall apply *mutatis mutandis* to consumer protection associations.

(3) Consumer protection associations in the Republic of Croatia may form federations in order to implement consumer protection policies, provide mutual support and achieve common interests on national and international levels.

Independence of consumer protection associations

Article 135

(1) Consumer protection associations shall carry out their activities independently of traders.

(2) A person authorised to represent an association, a member of an association body or any other association member shall not use association activity to pursue private, business or other interest.

Activities of associations

Article 136

Consumer protection associations may, in the area of consumer protection, engage in the following activities:

1. provide preventive protection by providing information, education and counselling to consumers on their rights and obligations;
2. through accredited laboratories, carry out comparative product testing and publish the results in the media;
3. through accredited laboratories in the country, and abroad if necessary, carry out subsequent testing of the products placed on the market;
4. provide help to the harmed consumer when dealing with the trader;
5. give comments and proposals when adopting regulations related to the area of consumer protection;
6. perform other activities in the area of consumer protection.

TITLE II NATIONAL CONSUMER PROTECTION PROGRAMME

General provisions

Article 137

(1) The National Consumer Protection Programme shall define the objectives, measures, priority areas and activities in the implementation of the consumer protection policy in a specific period.

(2) The National Consumer Protection Programme shall be adopted for a period of four years by means of a decision passed by the Government of the Republic of Croatia.

(3) The ministry competent for consumer protection shall report to the Government of the Republic of Croatia on the progress in the implementation of the consumer protection policy under the National Consumer Protection Programme no later than by the end of the second quarter of the current year for the previous period.

Implementation of the consumer protection policy

Article 138

The activities related to the implementation of the consumer protection policy and coordination of the work of all the authorities responsible for consumer protection in connection with the implementation of the National Consumer Protection Programme shall be carried out by the ministry competent for consumer protection.

Consumer counselling, information and education

Article 139

(1) Activities in the area of consumer protection determined in the National Consumer Protection Programme, especially provision of counselling services, information and education to consumers, shall be carried out by consumer protection associations or other natural or legal persons based on a public tender.

(2) The public tender for the activities referred to in paragraph (1) of this Article shall be invited by the minister competent for consumer protection, the responsible person in the public authority competent for a particular consumer protection area or the executive body of the local self-government unit.

(3) The activities referred to in paragraph (1) of this Article shall be co-financed by the state budget of the Republic of Croatia or local self-government units' budget.

(4) The local self-government units shall provide the premises for consumer counselling services referred to in the National Consumer Protection Programme to associations or other natural or legal persons dealing with consumer protection that have been selected within the scope of the public tender referred to in paragraph (2) of this Article during its implementation.

Student education

Article 140

(1) The ministry competent for consumer protection and the ministry competent for education shall participate in the preparation of projects relating to consumer protection, in line with the curriculum of the interdisciplinary subject Citizenship Education.

(2) The ministry competent for consumer protection and consumer protection associations shall cooperate with educational institutions and carry out other educational activities related to the provision of information and education in the area of consumer protection.

PART VI INSPECTION SUPERVISION

General provisions

Article 141

(1) The inspection supervision of the compliance with this Act shall be carried out by market inspectors of the State Inspectorate in accordance with the law governing the tasks and powers of market inspectors.

(2) The compliance with this Act by traders – credit institutions and credit unions authorised by the Croatian National Bank, payment institutions and electronic money institutions in the part relating to consumer relations arising from the provision of services on the basis of authorisation by the Croatian National Bank to provide payment services and issue electronic money, shall be supervised by the Croatian National Bank in a manner prescribed by special laws governing the business of these traders.

(3) The compliance with this Act by the traders authorised by the Croatian Financial Services Supervisory Agency shall be supervised by the Croatian Financial Services Supervisory Agency as set out in special laws governing the operations of these traders.

(4) The compliance with this Act regarding the entry in and exit from the Register referred to in Article 12 of this Act shall be supervised by the Croatian Regulatory Authority for Network Industries.

(5) The compliance with this Act in terms of unfair commercial practices referred to in Article 35, paragraph (3), item (3) of this Act relating to food shall be supervised by agricultural inspectors of the State Inspectorate in accordance with the law governing the tasks and powers of agricultural inspectors.

Consumer appeals

Article 142

The competent inspectors shall take consumer appeals into consideration only after the consumer has exhausted the legal path referred to in Article 10 or Article 27, paragraph (1) of this Act.

(2) The appeal referred to in paragraph (1) of this Article shall be made in writing and shall contain the following information:

- consumer's name, surname and address;
- information about the trader claimed to have infringed a consumer's right and facts supporting the claim that a consumer's right has been infringed;
- trader's reply to consumer's written complaint and/or claim or written complaint and/or claim filed to the trader where the trader failed to respond within the set period of time;
- date and signature of the consumer or his proxy.

(3) Where the competent inspector has received appeal by the consumer missing the information referred to in paragraph (2) of this Article, he shall notify the consumer in writing, inviting the consumer to supplement the appeal within the time limit set by the competent inspector, which may not be longer than ten days, warning the consumer about legal consequences referred to in paragraph (4) of this Article in case the consumer fails to submit the supplemented appeal within the set period of time.

(4) If the consumer fails to supplement his appeal within the time limit referred to in paragraph (3) of this Article, and the appeal cannot be processed due to insufficient information about the alleged infringement of this Act, the competent inspector shall not act on the consumer's appeal.

Trader's response

Article 143

(1) Acting on the received consumer's appeal referred to in Article 142 paragraph (1) of this Act, prior to the instigation of inspection procedure against the trader, the competent inspector may request the trader in writing to provide his response to the consumer's appeal, i.e. whether the trader will act on the consumer's appeal.

(2) The trader shall provide his written response to the competent inspector's request referred to in paragraph (1) of this Article within the time limit set by the competent inspector, which may not be longer than ten days from the date of receipt of the request concerned.

(3) If the trader has stated in its response that he does not agree with the consumer's claim and that he will not meet the consumer's demand, the competent inspector may initiate inspection procedure *ex officio*.

Purchasing products under a cover identity

Article 144

(1) For the purpose of revealing any irregularities in the application hereof, the competent inspector may, if necessary, purchase products under a cover identity.

(2) If it has been found during inspection procedure or purchase referred to in paragraph (1) of this Article that this Act has been infringed, the trader shall bear the cost of the purchased product and the costs of the procedure.

(3) If the inspection has found that the product purchased as referred to in paragraph (1) of this Article should be tested or examined by an expert, the costs of such testing or expertise shall be borne by the trader where it has been found that the samples do not meet the requirements prescribed by law.

(4) The costs of testing shall be borne by the State Inspectorate if it has been found that the samples meet the requirements prescribed by law.

(5) The powers of the competent inspector referred to in paragraph (1) of this Article also extend to natural and legal persons performing a non-registered activity.

(6) If it has been found during the inspection procedure or the purchase referred to in paragraph (1) of this Article that the persons referred to in paragraph (5) of this Article perform a non-registered activity, the costs of procedure referred to in paragraph (2) of this Article shall be borne by the natural or legal person performing a non-registered activity.

Interim injunction involving removal of content or restriction of access to an online interface

Article 145

(1) Where the inspection has revealed that the legal or natural person concludes distance contracts and intentionally covers its identity in breach of this Act and/or where such person refuses to cooperate with competent inspection body, and there is a risk of severe damage to collective interests and rights of consumers, the competent inspector may issue a temporary decision on interim injunction.

(2) Interim injunction referred in paragraph (1) of this Article may include:

1. ordering the operators of public communications services and/or internet service providers (ISP) and/or hosting service providers to remove the content or restrict the access to an online interface or that a warning be displayed to end users or consumers when accessing online interface, in proportion to the nature of infringement; and/or

2. ordering all the hosting service providers to remove, disable or restrict the access to an online interface, in proportion to the nature of infringement; and/or

3. ordering all the domain registries or registrars to delete a fully qualified domain name and allow the competent authority concerned to register it; and/or

4. ordering the publisher of electronic or print media to remove the content in breach of this Act; and/or

5. any other injunction resulting in elimination of risk of severe damage to collective interests and rights of consumers.

(3) Interim injunction shall apply until the date of its expiry, but no longer than the date of completion of inspection procedure.

(4) If the operators of public communications services, internet service providers (ISP), hosting service providers and domain registries, publishers of electronic or print media have suffered damage due to interim injunction referred to in paragraph (2) of this Article, they shall have the right to claim damages from the trader, in accordance with the general rules governing the compensation of damage.

(5) The appeal against the decision referred to in paragraph (1) of this Article shall not stay the execution of the decision and a decision on the appeal shall be issued by the organisation unit competent for administrative proceedings at second instance, with the central office of the State Inspectorate.

Decision on the removal of content or restriction of access to an online interface

Article 146

(1) If the trader fails to remedy the irregularity during the interim injunction referred to in Article 145 of this Act, the competent inspector shall issue a decision prohibiting the trader to act contrary to this Act, in proportion to the nature of infringement.

(2) By way of its decision referred to in paragraph (1) of this Article, the competent inspector shall withdraw the interim injunction referred to in Article 145. paragraph (1) of this Act and:

1. order the operators of public communications services and/or internet service providers (ISP) and/or hosting service providers to remove the content or restrict the access to an online interface or that a warning be displayed to end users or consumers when accessing online interface, in proportion to the nature of infringement; and/or

2. order all the hosting service providers to remove, disable or restrict the access to an online interface, in proportion to the nature of infringement; and/or

3. order all the domain registries or registrars to delete a fully qualified domain name and allow the competent authority concerned to register it; and/or

4. order the publisher of electronic or print media to remove the content in breach of this Act; and/or

5. order any other injunction resulting in elimination of risk of severe damage to collective interests and rights of consumers.

(3) By way of derogation from paragraphs (1) and (2) of this Article, where a natural or legal person is not established in the Republic of Croatia, and the inspection has found that the person concerned concludes distance contracts and intentionally covers its identity in breach of this Act and/or where such person refuses to cooperate with competent inspection body, and there is a risk of severe damage to collective interests and rights of consumers, the inspector may pass a decision:

1. ordering the operators of public communications services and/or internet service providers (ISP) and/or hosting service providers to remove the content or restrict the access to an online interface or that a warning be displayed to end users or consumers when accessing online interface, in proportion to the nature of infringement; and/or

2. ordering all the hosting service providers to remove, disable or restrict the access to an online interface, in proportion to the nature of infringement; and/or

3. ordering all the domain registries or registrars to delete a fully qualified domain name and allow the competent authority concerned to register it; and/or

4. ordering the publisher of electronic or print media to remove the content in breach of this Act.

(4) If the operators of public communications services, internet service providers, hosting service providers and domain registries, publishers of electronic or print media have suffered damage due to the decision referred to in paragraphs (2) and (3) of this Article, they shall have the right to claim damages from the trader, in accordance with the general rules governing the compensation of damage.

(5) The appeal against the decision referred to in paragraphs (1) and (3) of this Article shall not stay the execution of the decision and a decision on the appeal shall be issued by the organisation unit competent for administrative proceedings at second instance, with the central office of the State Inspectorate.

Powers of the competent inspector

Article 147

(1) Within the scope of inspection supervision, the competent inspector shall issue a decision temporarily prohibiting the trader to sell goods or provide services until the irregularities determined in the inspection findings have been remedied if:

1. the trader has failed to label the products in accordance with Article 6 of this Act;
2. the selling price and the price per unit of measurement are not indicated clearly, visibly, legibly and in the manner prescribed by Article 7 of this Act;
3. the conditions of sale are not indicated clearly, visibly and legibly (Article 8, paragraph (1) of this Act);
4. when approving discounts on certain products or product groups the trader has failed to indicate the price valid during the special form of sale and the lowest price offered by the same trader for the same product in the period of 30 days before the special form of sale (Article 8, paragraph (4) of this Act);
5. during the special forms of sale the trader has failed to indicate the price valid during the special form of sale and the lowest price offered by the same trader for the same goods in the period of 30 days before the special form of sale (Article 19, paragraph (4) of this Act);
6. in advertising the special form of sale, the trader has failed to indicate the price valid during the special form of sale and the lowest price offered by the same trader for the same goods in the period of 30 days before the special form of sale (Article 19, paragraph (5) of this Act);
7. during the special form of on-premises sale of a service, the trader has failed to indicate the price valid during the special form of sale and the lowest price offered by the same trader for the same service in the period of 30 days before the special form of sale (Article 19, paragraph (6) of this Act);
8. the trader acts contrary to the provisions of the ordinance referred to in Article 22, paragraph (2) of this Act;
9. the trader sells defective goods, but has failed to indicate clearly, visibly and legibly on the goods or at the place of its sale that the goods are defective and has failed to inform the consumer about the nature of the defect (Article 23 of this Act);
10. the goods sold at a lower price than that in regular sale due to its shelf life which is about to expire does not have the final expiry date indicated clearly, visibly and legibly (Article 24, paragraph (1) of this Act).

(2) The competent inspector shall issue a decision prohibiting the trader to carry out commercial practices, which are considered as unfair within the meaning of Articles 34 to 40 and Article 70 paragraph (3) of this Act.

(3) The competent inspector shall issue a decision ordering the trader to remove the determined irregularities and setting a time limit for the removal of those irregularities if he has established during the inspection supervision that:

1. the trader has failed to adhere to the conditions of sale (Article 8, paragraph (2) of this Act);

2. the trader has failed to calculate and pay interest to the consumer in accordance with Article 14, paragraph (1) of this Act;

3. when issuing the invoice for the provision of public services, the trader has failed to apply the calculation and the prices determined by special regulations (Article 25, paragraph (2) of this Act);

4. the trader has failed to inform the consumer in a clear and comprehensible manner about the documents referred to in Article 46, paragraph (1), item (6) of this Act;

5. the trader has failed to perform the contract in line with the provisions of the contract, this Act and the regulations governing civil obligations (Article 47, paragraph (1) of this Act);

6. in case of goods with a material defect, the trader has failed to comply with his obligation arising under regulations governing civil obligations and pertaining to liability for material defects (Article 47, paragraph (2) of this Act);

7. in case of goods under a guarantee, the trader has failed to comply with regulations governing civil obligations and pertaining to commercial guarantee (Article 47, paragraph (3) of this Act);

8. the trader has failed to provide the consumer in a clear and comprehensible manner with the information referred to in Article 60, paragraph (1) of this Act before the consumer concluded an off-premises or distance contract, or was bound by a corresponding offer;

9. within a reasonable period of time before concluding a distance contract on the sale of financial services, the trader has failed to provide the consumer with prior information, contractual terms and conditions on paper or on another tangible medium accessible to the consumer, or the prior information did not contain all the data laid down in Articles 88 to 92 of this Act;

10. when advertising, the trader acts contrary to the provisions of Article 105 of this Act;

11. the trader has failed to provide the consumer with the information in accordance with Article 106 of this Act;

12. the trader has not informed the consumer in accordance with the provision of Article 106, paragraphs (1) and (3) and Article 107, paragraphs (2) and (4) of this Act;

13. the contract does not contain the information in accordance with Article 107 of this Act.

(4) The competent inspector shall issue a decision ordering the provider of an online marketplace to remove the discovered irregularity, setting a time limit for the removal of such irregularity, if the inspection supervision has found that the trader has failed to provide the consumer with the information referred to in Article 61 of this Act before the consumer concluded a contract on the online marketplace or was bound by any corresponding offer.

(5) The competent inspector shall issue a decision ordering the trader to:

1. reimburse the harmed consumer for the amount overcharged if he establishes that the trader did not adhere to the indicated selling price (Article 7, paragraph (7) of this Act);

2. reimburse the harmed consumer for the amount overcharged if he establishes that the trader did not adhere to the conditions of sale (Article 8, paragraph (2) of this Act);

3. reimburse the advance payment received plus statutory default interest calculated from the date of receipt of the advance payment until the date of refund, as soon as possible but no later than seven days after the date of termination of the contract (Article 14, paragraph (2) of this Act);

4. reimburse the harmed consumer if he establishes that the trader has made an extra charge for the issuance of the remainder (Article 16, paragraph (1) of this Act);

5. reimburse the harmed consumer for the amount overcharged if he establishes that the trader did not apply the calculation and the price determined by a special regulation (Article 25, paragraph (2) of this Act);

6. reimburse the harmed consumer for any additional payment charged without the consumer's express consent to any extra payment (Article 51 of this Act);

7. reimburse the consumer for the amount paid based on the contract, where necessary plus delivery costs paid, if he establishes that the consumer has withdrawn from an off-premises or distance contract and the trader has not reimbursed the consumer for the amount paid by the consumer (Article 83, paragraphs (1) and (3) of this Act).

(6) The appeal against the decision referred to in this Article shall not stay the execution of the decision and a decision on the appeal shall be issued by the organisation unit competent for administrative proceedings at second instance, with the central office of the State Inspectorate.

(7) The competent inspector shall not issue the decision referred to in paragraph (1) of this Article if the irregularities determined have been removed during the inspection supervision or by the time the decision is issued, which shall be determined and indicated by the competent inspector in the report on inspection supervision findings.

Opportunity principle

Article 148

(1) The competent inspector shall not file a motion or issue a penalty charge notice if:

- during the inspection supervision or by the time the decision is issued, the inspected legal or natural person has remedied irregularities and defects or the consequences thereof, found within the scope of inspection supervision, as established by the competent inspector in his inspection findings;

- the irregularities found have been included in the decision and the inspected person has acted on the decision issued by the inspector or acted on the decision prior to its finality;

- the inspected person has provided its response to the inspection findings and undertaken to remedy, within the set time limit, the irregularities and defects found during inspection supervision which are not subject to any administrative measures, where the inspector has found that a misdemeanour has been committed.

(2) For the purpose of meeting the obligation referred to in paragraph (1), item (3) of this Article, the competent inspector shall issue a written order to the inspected person, indicating the obligation that has been undertaken and the time limit for its performance, depending on the nature of the obligation.

(3) Should the inspected person fail to act as described in paragraph (1) of this Article, i.e. fail to perform the obligation within the time limit set in the order referred to in paragraph (2) of this Article, the competent inspector shall, without undue delay, but no later than within 15 days of the end of inspection or 15 days from the elapse of the time limit for the performance of the obligation referred to in the order, file a motion for the initiation of misdemeanour proceedings or issue a penalty charge notice.

(4) By way of derogation from the provisions of this Article, the competent inspector shall forthwith and no later than 15 days from the end of inspection supervision file a motion for the initiation of misdemeanour proceedings or issue a penalty charge notice:

- in all the cases subject to measure of prohibition, other than the interim injunction referred to in Article 145, paragraph (1) of this Act;
- in cases of misdemeanour referred to in Article 149, paragraph (1), item (49) and Article 150 of this Act;
- in all the cases where the same misdemeanour has been repeated within the period of one year.

PART VII PENALTY PROVISIONS

Misdemeanours

Article 149

- (1) A trader – legal person shall be fined between HRK 10,000.00 and HRK 200,000.00:
1. if he fails to label the products in accordance with Article 6, paragraphs (1), (2) and (3) of this Act;
 2. if he fails to indicate the selling price and the price per unit of measurement of offered products clearly, visibly and legibly (Article 7, paragraph (1));
 3. if he indicates on the product or at the place of sale prices other than those referred to in Article 7, paragraph (1) of this Act, except in cases referred to in Article 8, paragraph (4) and Title II, Part II of this Act (Article 7, paragraph (2));
 4. if he fails to indicate for products sold in bulk the price per unit of measurement at the place of sale (Article 7, paragraph (4));
 5. if he fails to adhere to the indicated selling price (Article 7, paragraph (7));
 6. if he fails to indicate, while advertising where reference is made to the selling price of products, the price per unit of measurement (Article 7, paragraph (8));
 7. if he fails to indicate clearly, visibly and legibly the conditions of sale (Article 8, paragraph (1));
 8. if he fails to adhere to the conditions of sale (Article 8, paragraph (2));
 9. if, when approving a discount on certain products or product groups, he fails to indicate the price in accordance with Article 19 of this Act (Article 8, paragraph (4));
 10. if he fails to enable checking for correctness of the amount charged for products sold (Article 9, paragraph (1));
 11. if he makes an extra charge for the issuance of the invoice (Article 9, paragraph (2));
 12. if he fails to allow for the submission of written complaint in accordance with Article 10, paragraph (1) of this Act;
 13. if he fails to display visibly and legibly at his business premises and on his website, if any, the notification about the method for filing a written complaint referred to in Article 10, paragraphs (1) and (2) of this Article (Article 10, paragraph (4));
 14. if he fails to display visibly on the issued invoice the notification about the method for filing a written complaint (Article 10, paragraph (5));
 15. if he fails to provide a written reply to the written complaint received from the consumer, referred to in Article 10 of this Act, no later than within 15 days from its receipt,

clearly indicating whether he accepts the validity of the consumer's complaint (Article 10 paragraph (6));

16. if he fails to keep the records of written consumer complaints referred to in Article 10, paragraphs (1) and (2) of this Act on a durable medium for a period of one year following the receipt of consumers' written complaints (Article 10, paragraph (7));

17. if he makes telephone calls and/or sends messages over the phone as part of promotion and/or sale activities to consumers who are entered in the register referred to in Article 12 of this Act;

18. if he fails to make an offer on paper or other durable medium, for product repair and maintenance services where the value of the service exceeds HRK 500.00, containing a description of the works to be carried out, the materials required and the parts needed for making the repair (Article 13, paragraph (1));

19. if he fails to act in accordance with Article 51 of this Act if a need arises during the process of repair for additional works and additional parts (Article 13, paragraph (2));

20. if he fails to calculate and pay interest to the consumer in accordance with Article 14, paragraph (1) of this Act;

21. if he fails to refund to the consumer the advance payment received, plus the statutory default interest calculated from the date of receipt of the advance payment until the date of refund as soon as possible but no later than seven days after the date of the termination of the contract (Article 14, paragraph (2));

22. if he fails to recognise that the invoice has been paid in accordance with the provisions of Article 15 of this Act;

23. if he charges the consumer for the issuance of the reminder for due unpaid receivables (Article 16, paragraph (1));

24. if he fails to indicate on the invoice for a public service the amount of due unpaid receivables for the previous periods (Article 16, paragraph (2));

25. if he initiates forced collection proceedings before the finalisation of court or out-of-court proceedings concerning the contested due unpaid receivables (Article 16, paragraph (3));

26. in case of any packaging that misleads the consumer with regard to product weight and size and its non-conformity with special packaging requirements (Article 17, paragraph (1));

27. if he fails to indicate clearly, visibly and legibly the price of goods and the wrapping service (Article 17, paragraph (2));

28. if he fails to retain, at the consumer's request, the packaging of a sold product (Article 17, paragraph (3));

29. if he distributes advertisements and promotional leaflets in or on mailboxes, at consumers' doorstep or otherwise affixed on consumers' front doors if such prohibition is clearly written on them (Article 18, paragraph (1));

30. if, during a special form of sale, he sells products at prices that are not lower than the regular price (Article 19, paragraph (1));

31. if, during a special form of sale of goods, he has failed to indicate the price in accordance with Article 19, paragraphs (4) and (5) of this Act during the special form of sale and the lowest price offered by the same trader for the same goods in the period of 30 days before the special form of sale;

32. if, during the special form of on-premises sale of services, he has failed to indicate the price valid during the special form of sale and the lowest price offered for the same service in the period of 30 days before the special form of sale (Article 19, paragraph (6));

33. where goods are sold at a lower price, if the trader, in advertising the clearance sale, acts contrary to Article 21 of this Act;

34. if he acts contrary to the provisions of the ordinance referred to in Article 22, paragraph (2) of this Act;

35. if he fails to indicate clearly, visibly and legibly on the goods or at the place of sale that the goods are defective or fails to inform the consumer about the nature of the defect (Article 23);

36. if he fails to indicate clearly, visibly and legibly the final expiry date of goods whose shelf life is about to expire (Article 24);

37. if he fails to apply the calculation and the prices determined by special regulations (Article 25, paragraph (2));

38. if he charges the meter reading service, except in the cases determined by a special regulation (Article 25, paragraph (3));

39. if he fails to make available to the consumer in advance the information on the trader's general operating terms and the conditions for use of public services and fails to post them on his website (Article 25, paragraph (4));

40. if he fails to notify the consumer in writing about any change to the trader's general operating terms and conditions for use of public services (Article 25, paragraph (5));

41. if he fails to set up a consumer claims commission with a representative of a consumer protection association as its member (Article 26, paragraph (5));

42. if he fails to enable filing a claim referred to in Article 27, paragraph (1) of this Act as laid down in Article 27, paragraph (2) of this Act;

43. if he fails to display clearly, visibly and legibly at his business premises and on his website, if any, the notification about the method for filing a claim referred to in Article 27, paragraph (1) of this Act (Article 27, paragraph (4));

44. if the consumer claims commission fails to respond in writing to the claim received within 30 days of its receipt (Article 27, paragraph (5));

45. if he fails to provide connection to the distribution network and the use of the connection and network and the provision of services under terms and conditions which are non-discriminatory, known beforehand and contractually agreed (Article 28);

46. if he suspends the provision of a public service before the completion of a court or out-of-court proceeding, if an invoice issued by a trader providing a public service is challenged in court or out-of-court proceedings, and the consumer duly pays all subsequent undisputed invoices (Article 29, paragraph (1));

47. if he fails to resume and continue, without compensation, the provision of services to the consumer until the completion of court or out-of-court proceedings if he has suspended the provision of a service before being informed by a competent body or person about the initiated court or out-of-court proceeding, except where the consumer has terminated the contract with a trader providing a public service (Article 29, paragraph (2));

48. if he suspends the provision of a public service to initiate a forced collection procedure (Article 29, paragraph (3));

49. if he engages in unfair practices as referred to in Articles 34 to 40 of this Act;

50. if he fails to provide the consumer with the information referred to in Article 46, paragraph (1) of this Act in a clear and comprehensible manner;

51. if he fails to perform the contract in line with the provisions of the contract, this Act and the regulations governing civil obligations (Article 47, paragraph (1));

52. in case of goods with a material defect, if he fails to comply with his obligation arising under regulations governing civil obligations and pertaining to liability for material defects (Article 47, paragraph (2));

53. in case of goods under a guarantee, if he fails to comply with regulations governing civil obligations and pertaining to commercial guarantee (Article 47, paragraph (3));

54. if he fails to perform the contract in accordance with Article 48, paragraph (1) of this Act;

55. if he fails to inform the consumer in writing that he has not performed the contract (Article 48, paragraph (2));

56. if he fails to seek an express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation before the consumer concludes the contract or is bound by a corresponding offer (Article 51, paragraph (1));

57. if he operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, while calls are charged at a rate higher than the rate charged for communication via regular landline or mobile line (Article 52);

58. if he concludes a contract with the consumer containing one or more unfair contractual terms referred to in Article 53, paragraph (1) of this Act, as provided in a final judgment (Article 55 paragraph (1));

59. if he fails to provide the consumer in a clear and comprehensible manner with the information referred to in Article 60, paragraph (1) of this Act before the consumer concludes an off-premises or distance contract, or is bound by a corresponding offer;

60. if he fails to provide the consumer with information referred to in Article 61 of this Act in a clear and comprehensible way appropriate to the means of distance communication before the consumer concludes a contract on the online marketplace or is bound by any corresponding offer;

61. if he fails to give to the consumer the information referred to in Article 60 of this Act on paper or, if the consumer agrees, on another durable medium and if that information is not legible and written in plain, intelligible language (Article 66);

62. if he fails to provide the consumer with a copy of the contract or the confirmation of the oral contract on paper or, if the consumer agrees, on another durable medium (Article 67, paragraph (1));

63. if he fails to provide the consumer with the information referred to in Article 69, paragraph (1) of this Act;

64. if he fails to provide the consumer with the invitation referred to in Article 70, paragraph (1) of this Act on paper or, if the consumer agrees, on another durable medium (Article 70, paragraph (2));

65. if he makes unsolicited visits to a consumer's home contrary to Article 71, paragraphs (1) to (5) of this Act;

66. if, with respect to distance contracts, the information referred to in Article 60, paragraph (1) of this Act is not given in a way appropriate to the means of distance communication, in plain and intelligible language and is not legible if provided on a durable medium (Article 72, paragraph (1));

67. if he fails to provide the consumer with an offer on a durable medium in a manner that will ensure that the time of receipt of the offer can be unambiguously determined (Article 73, paragraph (1));

68. if he fails to make known the information referred to in Article 60, paragraph (1), items (1), (5), (17) and (18) and paragraphs (3) to (5) of this Act clearly and prominently and directly before the consumer places his order (Article 74, paragraph (1));

69. if he fails to ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay or if he fails to ensure an activating button or a similar function warning the consumer that this is an order with an obligation to pay (Article 74, paragraphs (2) and (3));

70. if he fails to indicate on trading websites whether any delivery restrictions apply and which means of payment are accepted (Article 75);

71. if he fails to provide the consumer with the confirmation of the contract concluded, on a durable medium, within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins (Article 76, paragraph (1));

72. if, in the case referred to in Article 81, paragraph (2) of this Act, he fails to deliver forthwith to the consumer an acknowledgement of receipt of the statement of withdrawal on a durable medium (Article 81, paragraph (3));

73. if he fails to reimburse the consumer for the payment received in accordance with Article 83, paragraph (1) of this Act;

74. if he fails to reimburse the consumer for the payment received in accordance with Article 83, paragraph (3) of this Act;

75. if he fails to terminate any ancillary contracts in the event of withdrawal from an off-premises or distance contract (Article 85);

76. if he fails to provide the consumer with the prior information or if he fails to provide the prior information in good time (Article 88, paragraph (1));

77. if the prior information does not contain the data prescribed in Articles 89 to 92 of this Act (Article 88, paragraph (2));

78. if he fails to reimburse to the consumer all payments received from the consumer under the concerned contract, reduced by the amount that the trader is entitled to collect from the consumer, not later than 30 days of the date of receipt of notification of withdrawal (Article 98, paragraph (7));

79. if timeshare, long-term holiday product, resale and exchange contracts are not concluded in writing, on paper or on another durable medium (Article 104, paragraph (1));

80. if timeshare, long-term holiday product, resale and exchange contracts are not drawn up in the official language or one of the official languages of the state in which the consumer is resident or a national, at the choice of the consumer; if the consumer is resident in or a is a national of a Member State of the European Union, he may choose the official language of that state only if it is also an official language of the European Union (Article 104, paragraph (2));

81. if the consumer is resident in the Republic of Croatia or if the trader performs his selling activities in the territory of the Republic of Croatia and the timeshare, long-term holiday product, resale and exchange contracts have not been drawn up in the Croatian language (Article 104, paragraph (3));

82. in the case of a timeshare contract concerning one specific immovable property, if he fails to provide the consumer with a certified translation of the contract into the official

language or one of the official languages of the state in which the property is situated; if the immovable property is situated in a Member State of the European Union, the contract shall be translated into the official language or one of the official languages of that state, which is also an official language of the European Union (Article 104, paragraph (4));

83. if he fails to provide the consumer with at least two copies of timeshare, long-term holiday product, resale and exchange contracts (Article 104, paragraph (6));

84. if any advertising related to timeshare, long-term holiday product, resale and exchange contracts fails to specify the right to obtaining the prior information referred to in Article 106 of this Act and the indication of where it can be obtained from (Article 105, paragraph (1));

85. if a timeshare, long-term holiday product, resale and exchange contract is to be offered to a consumer in person at a promotion or sales event and the trader fails to indicate clearly in the invitation the commercial purpose and the nature of the event (Article 105, paragraph (2));

86. if the information referred to in Article 105, paragraph (1) of this Act is not available throughout the duration of the event referred to in Article 105, paragraph (2) of this Act (Article 105, paragraph (3));

87. if he advertises and/or offers on the market a timeshare or a long-term holiday product as an investment (Article 105, paragraph (4));

88. if he fails to provide the consumer in a clear and comprehensible manner with accurate and sufficient information on a timeshare, long-term holiday product, resale and exchange contract, using a standard form and in good time before the consumer accepts an offer or concludes a contract (Article 106, paragraph (1));

89. if he fails to make available to the consumer the information referred to in Article 106, paragraph (1) of this Act free of charge (Article 106, paragraph (2));

90. if the information referred to in Article 106, paragraph (1) of this Act, have not been compiled in accordance with Article 106, paragraph (3) of this Act;

91. if he fails to communicate to the consumer prior to the conclusion of the contract any changes to the information stated in the prior information in writing, on paper or on another durable medium or fails to expressly mention any such changes in the contract (Article 107, paragraph (2));

92. if, before the conclusion of the contract, consumer's attention has not been explicitly drawn to the existence of the right of withdrawal referred to in Article 108 of this Act, the length of the withdrawal period, and the ban on advance payments during the withdrawal period (Article 107, paragraph (4));

93. if he delivers to the consumer a contract which does not contain a separate model withdrawal form referred to in Article 108 of this Act (Article 107, paragraph (5));

94. if he requires from the consumer to bear any cost and/or to be liable for any value corresponding to the service which may have been performed based on the contract before he exercised his right of withdrawal referred to in Article 108 of this Act (Article 109, paragraph (1));

95. if he holds the consumer liable for damages incurred by the trader because of the fact that the consumer exercised his right of withdrawal referred to in Article 108 of this Act (Article 109, paragraph (2));

96. if, before the end of the withdrawal period referred to in Article 108 of this Act, he requires from the consumer to make any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other

consideration in relation to timeshare, long-term holiday product and exchange contracts (Article 110, paragraph (1));

97. if he requires from the consumer to make any advance payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt or any other consideration before the actual sale takes place or the resale contract is otherwise terminated (Article 110, paragraph (2));

98. if he requires any payment of the price specified in the long-term holiday product contract otherwise than in accordance with the staggered payment schedule (Article 111, paragraph (2));

99. if he fails to send a written request for payment under a long-term holiday product contract, on paper or on another durable medium, at least 14 days in advance of each instalment due date (Article 111, paragraph (4));

100. if he requires from the consumer to pay any compensation or penalties from the second instalment payment onwards if the consumer terminates the long-term holiday product contract (Article 111, paragraph (5));

101. where the consumer exercises the right to withdraw from a timeshare or long-term holiday product contract, if he requires from the consumer to pay for any costs of the termination of any exchange contract ancillary to it or any other ancillary contract or credit contract (Article 112, paragraphs (1) and (3));

102. if he or the third party with whom the consumer has concluded an ancillary contract fails to return to the consumer any payments received from the consumer under the ancillary contract within 30 days of the date of trader's receipt of the notification referred to in Article 108 of this Act (Article 112, paragraph (6));

103. if he fails to comply with the obligation referred to in Article 143, paragraph (2) of this Act.

(2) The responsible person of the legal person shall also be fined between HRK 10,000.00 and HRK 15,000.00 for any of the misdemeanours referred to in paragraph (1) of this Article.

(3) A trader – natural person shall be fined between HRK 5,000.00 and HRK 15,000.00 for misdemeanours referred to in paragraph (1) of this Article.

*Misdemeanours to the detriment of collective
interests and rights of consumers*

Article 150

(1) For misdemeanours referred to in Article 149, paragraph (1) items (49) and (50), (54) to (63) and (65) to (75) of this Act:

1. that have done, do or are likely to do harm

to the collective interests and rights of consumers residing in at least two Member States other than the Member State in which:

(a) the act or omission originated or took place;

(b) the trader responsible for the act or omission is established; or

(c) evidence or assets of the trader pertaining to the act or omission are to be found

2. that have done, do or are likely to do harm to the collective interests and rights of consumers and that have common features, including the same unlawful practice, the same interest being infringed and that are occurring concurrently, committed by the same trader, in at least three Member States, a trader – legal person shall be fined between 0.5% and 4% of

the total turnover generated by the perpetrator in the year when the misdemeanour has been committed, as included in the official financial statements for the year concerned, prepared in accordance with accounting regulations, and in the absence of such financial statements for the year concerned, as included in the latest available official annual financial statement prepared in accordance with accounting regulations. Where the data from financial statements are not available, the perpetrator may be fined between HRK 1,000,000.00 and HRK 15,000,000.00.

(2) For misdemeanours referred to in Article 149, paragraph (1), items (49) and (5), (54) to (63) and (65) to (75) of this Act that have done, do or are likely to do harm to collective interests and rights of consumers in at least two-thirds of the Member States, accounting, together, for at least two-thirds of the population of the Union, the trader – legal person shall be fined between 2% and 5% of the total turnover generated by the perpetrator in the year when the misdemeanour has been committed, as included in the official financial statements for the year concerned, prepared in accordance with accounting regulations, and in the absence of such financial statements for the year concerned, as included in the latest available official annual financial statement prepared in accordance with accounting regulations. Where the data from financial statements are not available, the perpetrator may be fined between HRK 5,000,000.00 and HRK 15,000,000.00.

(3) For the misdemeanours referred to in Article 149, paragraph (1), items (49) and (50), (54) to (63) and (65) to (75) of this Act, the responsible person of a legal person shall be fined:

1. between HRK 15,000.00 and HRK 50,000.00 for a misdemeanour referred to in paragraph (1) of this Article;

2. between HRK 50,000.00 and HRK 150,000.00 for a misdemeanour referred to in paragraph (2) of this Article.

(4) For the misdemeanours referred to in Article 149, paragraph (1), items (49) and (50), (54) to (63) and (65) to (75) of this Act, a trader – natural person shall be fined:

1. for a misdemeanour referred to in paragraph (1) of this Article, between 0.1% and 4% of the total turnover generated by the perpetrator in the year when the misdemeanour has been committed, as included in the official financial statements for the year concerned, prepared in accordance with accounting regulations, and in the absence of such financial statements for the year concerned, as included in the latest available official annual financial statement prepared in accordance with accounting regulations. Where the data from financial statements are not available, the perpetrator may be fined between HRK 15,000.00 and HRK 15,000,000.00;

2. for a misdemeanour referred to in paragraph (2) of this Article, between 1% and 4% of the total turnover generated by the perpetrator in the year when the misdemeanour has been committed, as included in the official financial statements for the year concerned, prepared in accordance with accounting regulations, and in the absence of such financial statements for the year concerned, as included in the latest available official annual financial statement prepared in accordance with accounting regulations. Where the data from financial statements are not available, the perpetrator may be fined between HRK 50,000.00 and HRK 15,000,000.00.

Misdemeanour committed by a responsible person in a legal person with public authorities or local self-government unit

Article 151

A responsible person of the public authority or local self-government unit shall be fined between HRK 10,000.00 and HRK 15,000.00:

1. if the public authority carrying out regulatory tasks relating to the public services referred to in Article 25, paragraph (1) of this Act fails to set up a counselling body with a representative of a consumer protection association as its member and adopts decisions not based on the opinion of that counselling body or adopts them in a non-transparent, unobjective and discriminatory manner (Article 26, paragraph (1));

2. if a local self-government unit deciding on the rights and obligations of consumers – users of public services referred to in Article 25, paragraph (1) of this Act fails to set up a counselling body with a representative of a consumer protection association as its member, if it acts and has a head office in the territory of a local and regional self-government unit where the local self-government unit referred to in Article 26, paragraph (2) of this Act is located, adopts decisions not based on the opinion of the counselling body or adopts them in a non-transparent, unobjective and discriminatory manner (Article 26, paragraphs (2) and (3));

3. if the local self-government unit has failed to provide the premises for consumer counselling services referred to in the National Consumer Protection Programme to associations or other natural or legal persons dealing with consumer protection that have been selected within the scope of the public tender referred to in Article 139, paragraph (2) of this Act during its implementation (Article 139, paragraph (4)).

Misdemeanours committed by traders – electronic communication operators

Article 152

A trader – electronic communication operator shall be fined between HRK 10,000.00 and HRK 100,000.00 if he engages in the entry in and/or exit from the register contrary to the provisions of the ordinance referred to in Article 12 of this Act.

Rule on the choice of type and extent of a fine

Article 153

In determining the type and extent of fine to be imposed, the court shall consider all the circumstances affecting the severity of fine as regards its type and extent (mitigating and aggravating circumstances), such as:

- nature of the infringement;
- gravity of the infringement;
- scale and duration of the infringement;
- any action taken by the trader to mitigate or remedy the damage suffered by consumers;
- any previous infringements by the trader;
- the financial benefits gained or losses avoided by the trader due to infringement, if the relevant data are available;
- penalties imposed on the trader for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mutual assistance mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No 2006/2004 (Text with EEA relevance) (OJ L 345, 27. 12. 2017).

PART VIII TRANSITIONAL AND FINAL PROVISIONS

Article 154

(1) The Government of the Republic of Croatia shall adopt the decision referred to in Article 115, paragraph (5) of this Act within 90 days of the date of entry into force of this Act.

(2) The Government of the Republic of Croatia shall adopt a decision on the establishment of the National Consumer Protection Council referred to in Article 132, paragraph (1) of this Act within 90 days of the date of entry into force of this Act.

(3) The Government of the Republic of Croatia shall adopt the decision referred to in Article 137, paragraph (2) of this Act by 31 December 2024.

Article 155

The minister competent for consumer protection shall issue the ordinances referred to in Article 7, paragraph (9), Article 12, paragraph (4), Article 22, paragraph (2), Article 81, paragraph (6), Article 106, paragraph (4) and Article 107, paragraph (7) of this Act within 90 days of the date of entry into force of this Act.

Article 156

(1) The Croatian Chamber of Economy shall ensure compliance of the Ordinance on the Court of Honour of the Croatian Chamber of Economy (Official Gazette 67/20) with the provisions of this Act within six months of the date of entry into force of this Act.

(2) The Croatian Chamber of Trades and Crafts shall ensure compliance of the Ordinance on the Court of Honour of the Croatian Chamber of Trades and Crafts (Official Gazette 22/17) with the provisions of this Act within six months of the date of entry into force of this Act.

Article 157

The proceedings initiated before the date of entry into force of this Act shall be completed in accordance with the provisions of the Consumer Protection Act (Official Gazette 41/14, 110/15 and 14/19) or this Act, depending on which of the two is more lenient.

Article 158

The following subordinate legislation and other acts adopted on the basis of the Consumer Protection Act (Official Gazette 41/14, 110/15 and 14/19) shall apply until the date of entry into force of the regulations and other acts referred to in Articles 154 and 155 of this Act:

1. Decision on the designation of authorities and persons authorised to initiate proceedings for the protection of consumers' collective interests (Official Gazette 105/14);
2. Decision on the establishment of the National Consumer Protection Council (Official Gazette 57/19);
3. Ordinance on the indication of the selling price and the price per unit of measurement of products and services (Official Gazette 66/14 and 16/15);
4. Ordinance on the content and form of notification on the consumer right of withdrawal from timeshare, long-term holiday product, resale and exchange contracts (Official Gazette 66/14);
5. Ordinance on the content and form of notification about timeshare, long-term holiday product, resale and exchange contracts (Official Gazette 66/14);
6. Ordinance on the content and form of notification on the consumer right of withdrawal from off-premises and distance contracts (Official Gazette 72/14);
7. Ordinance on the conditions and manner for conducting seasonal sale (Official Gazette 135/15);
8. Ordinance on the "DO NOT CALL" Register (Official Gazette 47/16);

9. National Consumer Protection Programme 2021 – 2024 (Official Gazette 29/21).

Article 159

On the date of entry into force of this Act, the Consumer Protection Act (Official Gazette 41/14, 110/15 and 14/19) shall cease to have effect.

Article 160

This Act shall be published in the Official Gazette and shall enter into force on 28 May 2022.

Class: 022-03/21-01/78
Zagreb, 28 January 2022

CROATIAN PARLIAMENT

The President
of the Croatian Parliament
Gordan Jandroković, m.p.