COLLECTION OF LAWS

OF THE SLOVAK REPUBLIC

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**102**

**ACT**

of 25 March 2014

**on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws**

The National Council of the Slovak Republic has adopted this Act:

**Article I**

**Fundamental provisions**

**§ 1**

1. The present Act governs the rights of consumers1) and obligations of sellers2) related to sales of goods or provision of services3) based on distance or off-premises contracts, conditions of organizing sale events and sale of goods or provision of services at sale events and the scope of powers of supervisory authorities when inspecting compliance with the present Act.
2. The present Act shall not apply to contracts the subject of which includes
3. provision of social services4) and implementation of measures related to social-legal protection of children and social guardianship;5)
4. provision of health care6) and health care-related services;7)
5. provision of financial services;8)
6. transfer of ownership of immovable properties;
7. tenancies of immovable properties for habitation purposes;
8. construction or major changes to constructions which require a building permit;
9. time-limited use of accommodation facilities, provision of long-term recreational services, their exchange and intermediation of their further sale;9)
10. itinerant sale10) of food and drinks or of other goods intended for common consumption in households, if supplied to consumers regularly to their homes or workplaces;
11. sales of movable property based on enforcement of court or other decisions.
12. Furthermore, the present Act shall not apply to
13. excursion contracts;
14. contracts concluded through automatic vending machines or business premises with automated sale systems;
15. contracts concluded with entrepreneurs according to a special regulation11)
	1. through public telephones for the purposes of their use; or
	2. the subject of which is a single telephone call, a single connection to the Internet or sending a single fax message;
16. gambling contracts;12)
17. sales of goods through voluntary auctions;13)
18. joint gas supply contracts, joint electricity supply contracts, distribution network connection contracts or distribution system connection contracts;14)
19. contracts on water supply by public water supply networks or contracts on collection of waste water by public sewage systems.15)
20. With the exception of § 4 (1) through (3), the present Act shall not apply to passenger transport contracts.
21. The Civil Code and special regulations16) shall apply to any legal relations regulated by the present Act, unless stipulated otherwise herein.

**§ 2**

1. For the purposes of the present Act, a distance contract shall be understood as a contract between a seller and a consumer agreed upon and concluded exclusively through one or more means of distance communication without the seller and the consumer being physically present, particularly using a web page, e-mail, telephone, fax, addressed letter or offers catalogue.
2. For the purposes of the present Act, an off-premises contract shall be understood as a contract between a seller and a consumer
3. concluded with the simultaneous physical presence of the
seller and the consumer, in a place which is not the
business premises of the seller,
4. conclusion of which was proposed by the consumer to the seller in a place which is not the business premises of the seller,
5. concluded in business premises of the seller or through means of distance communication, immediately after the consumer has been individually and personally addressed in a place which is not business premises of the seller or
6. concluded during or in relation to a sale event.
7. For the purposes of the present Act, a contract the subject of which is sale of goods shall be understood as any contract
8. based on which a consumer is acquiring an object against remuneration, particularly a purchase contract and a contract for work, or
9. the subject of which is both sale of goods and provision of a service.
10. For the purposes of the present Act, subscription agreement shall be understood as a contract in which the seller undertakes to supply ordered goods to the consumer in determined intervals or to provide a service during a prepaid period of time and the consumer undertakes to pay a determined price for such supply or service provision during the particular period of time.
11. For the purposes of the present Act, ancillary contract shall be understood as a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the
seller or by a third party on the basis of an arrangement between that third party and the seller and during its conclusion it was possible to foresee, with regard to the purpose of the contract, that after termination of the distance or the off-premises contract the consumer will not wish to perform obligations resulting from such contract.
12. For the purposes of the present Act, business premises shall be understood as a place of business17) or other premises where the seller usually performs their business activities or occupation. For the purposes of the present Act, place of business shall not be understood as business premises used by sellers and organizers of sale events to organize and hold one-off sale and presentation business activities.
13. For the purposes of the present Act, durable medium shall be understood as any instrument which enables the consumer or the seller to store information addressed personally to them 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, particularly paper, e-mail, USB stick, CD, DVD, memory card, computer hard disk.
14. For the purposes of the present Act, digital content shall be understood as data produced and supplied in digital form, particularly computer programmes, applications, games, music, videos or texts.

**§ 3**

**Provision of information prior to concluding distance or off-premises contracts**

1. Prior to concluding a distance or off-premises contract or if a contract is to be concluded based on a consumer´s order and before the consumer sends their order, the seller shall provide the consumer with the following information in a clear and comprehensible manner in the form pursuant to the paragraph 2 or in accordance with an international contract which the Slovak Republic is bound by:18)
2. the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
3. the business name and the registered office or the place of business of the seller or the person on behalf of whom the seller is acting;
4. the telephone number of the seller and other data important for communication between the consumer and the seller, in particular their e-mail address and fax number, if appropriate;
5. the address of the seller or of the person on behalf of whom the seller is acting where the consumer may complain about the goods or the service, file a complaint or a different motion, if such address differs from the one specified in (b);
6. the total price of the goods or services inclusive of the value added tax and all other taxes, or where the nature of the goods or services 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 freight, delivery, postal and other costs and charges or, where those costs and charges cannot be calculated in advance, the fact that such costs or charges may be payable; in the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period, and, if such price cannot be calculated in advance, of the form of its calculation;
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, the time by which the seller undertakes to deliver the goods or to perform the service, and the seller’s complaint handling policy;
9. the consumer´s right to withdraw from the contract, the conditions, time limit and procedures for exercising that right; at the same time, the seller shall provide the consumer with the model withdrawal form set out in the Annex 3;
10. that the consumer will have to bear the cost of returning the goods to the seller in case of withdrawal pursuant to § 10 (3) and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;
11. the potential obligation of the consumer to pay the price for any actually provided performances pursuant to § 10 (5), if the consumer has withdrawn from a service contract after granting their express approval to the seller pursuant to § 4 (6);
12. that the consumer will not benefit from a right of withdrawal or the circumstances under which the consumer loses their right of withdrawal;
13. the seller´s liability for damage to the goods or services pursuant to a special regulation;19)
14. the existence and details of a guarantee provided by the producer or the seller according to stricter rules than stipulated in a general regulation,20) if the producer or the seller is granting it, as well as information about existence and conditions of after sale customer assistance and after-sales services, if such assistance is provided;
15. relevant codes of conduct21) which the seller has undertaken to follow and the form how the consumer may become familiar with them or obtain their copies;
16. the duration of the contract in the case of contracts of determinate duration; if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
17. the minimum duration of the consumer’s obligations under the contract, where applicable;
18. where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the seller;
19. where applicable, the functionality, including applicable technical protection measures, of digital content;
20. where applicable, any relevant interoperability of digital content with hardware and software that the seller is aware of or can reasonably be expected to have been aware of;
21. the possibility and conditions of out-of-court complaint and redress mechanism;21a) at the same time, the web page of the seller shall contain a link to the out-of-court complaint and redress mechanism platform21b) through which the consumer may file a motion for initiating such procedure.
22. Information pursuant to the paragraph 1 shall be provided to the consumer in the case of
23. distance contracts in a manner appropriate for the used means of distance communication; if such information is provided on a durable medium, it shall be readable for the consumer;
24. off-premises contracts on paper or, if the consumer agrees, on another durable medium.
25. The obligation to provide information pursuant to the paragraph 1 shall apply accordingly also to the seller prior to concluding a contract on provision of digital content not delivered on a tangible medium.
26. The seller shall have fulfilled the information requirements laid down in the paragraph 1 (h) through (j) also when the seller has provided the consumer with a properly filled-in notification of exercising the consumer´s right to withdrawal contained in the Annex 2.
27. The information referred to in paragraph 1 shall form an integral part of the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.
28. If the seller has not complied with the information requirements on additional charges or other costs as referred to in the paragraph 1 (e), or on the costs of returning the goods as referred to in the paragraph 1 (i), the consumer shall not bear those charges or costs.
29. Compliance with the seller´s information obligation pursuant to paragraphs 1 and 2 shall not affect their obligation pursuant to § 4 (1).
30. As regards compliance with the information requirements laid down in the paragraphs 1 through 5, the burden of proof shall be on the seller.

**Conditions of concluding distance and off-business contracts**

**§ 4**

1. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the seller shall make the consumer aware in an express, clear and understandable manner, and directly before the consumer places his order, of the information provided for in § 3 (1) (a), (e), (o) and (p).
2. The seller shall ensure that the consumer, when placing their order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a
similar function on the seller´s web page, the button or the function shall be labelled in an easily legible manner

with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay.

1. If a failure to meet the obligation pursuant to the paragraph 2 may mislead the consumer regarding payment for a legal act, the total price of goods or a service or regarding the form of calculation of the total price, the consumer shall not be obliged to pay for the supplied goods or for the provided service.
2. The seller´s web page 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 to pay for the goods or for the service.
3. If the contract is concluded through a means of distance
communication which allows limited space or time to display the information, the seller shall provide, on that particular means prior to the conclusion of such a contract, at least the information pursuant to § 3 (1) (a), (b), (e), (h) and (o)

in such a manner that the consumer has an appropriate possibility to read or to listen to such information. The other information referred to in § 3 (1) shall be provided by the seller to the consumer in a form appropriate to the used means of distance communication.

1. If, based on a service contract, provision of a service is supposed to start before expiry of the withdrawal period or if a consumer requests service provision before expiry of the withdrawal period, the seller shall
2. inform the consumer that by granting an approval with service provision before expiry of the withdrawal period, the consumer shall lose the right to withdrawal after the service has been fully provided; and
3. ask the consumer to expressly approve the start of service provision before expiry of the withdrawal period and represent that the consumer has been duly informed pursuant to (a).
4. In the case of off-premises service contracts, the express approval pursuant to the paragraph 6 shall be recorded on a durable medium.
5. Before starting to provide digital content otherwise than on a tangible medium before expiry of the withdrawal period, the seller shall
6. inform the consumer that by granting an approval with digital content provision before expiry of the withdrawal period, the consumer shall lose the right to withdrawal; and
7. ask the consumer to expressly approve the start of digital content provision before expiry of the withdrawal period and represent that the consumer has been duly informed pursuant to (a).
8. Provisions about concluding electronic contracts and making electronic orders pursuant to a special regulation22) shall not be affected.

**§ 5**

1. If a seller makes a telephone call to the consumer with a view to concluding a distance contract, the seller shall, at the beginning of each conversation with the consumer, provide the identification data of the seller or of the person on whose behalf that telephone call is being made in the extent pursuant to § 3 (1) (b), inform of the commercial purpose of the telephone call, and, in the case of a contract entitling payment, of the obligation to pay for the goods or the service or to settle any other costs and charges.
2. Any contract the particulars of which have been agreed upon during a telephone call initiated by the seller pursuant to the paragraph 1 shall have been concluded once the consumer´s approval of the content of the proposal was delivered to the seller in writing23).
3. The seller shall have the obligation referred to in the paragraph 1 also when the seller has contacted the consumer in order to offer them an amendment of a concluded contract.
4. The seller shall ensure protection of personal data acquired during the telephone call referred to in the paragraph 1 in accordance with a special regulation.24)

**§ 6**

1. The seller shall provide the consumer with the confirmation
of the contract concluded, on a durable medium immediately after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods.

Such confirmation shall contain

1. all the information referred to in § 3 (1) unless the seller has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and
2. where applicable, the confirmation of the consumer’s prior express approval and representation in accordance with § 4 (6) (b) or (8) (b).
3. Immediately after concluding an off-premises contract, the seller shall provide the consumer with the following documents on paper or, if the consumer agrees, on another durable medium:
4. copy of the concluded contract or contract conclusion confirmation;
5. where applicable, the confirmation of the consumer’s prior express approval and representation in accordance with § 4 (6) (b) or (8) (b).

**Withdrawal from the contract**

**§ 7**

* 1. If the seller has provided the consumer with timely and due information about the right to withdraw from the contact pursuant to § 3 (1) (h), the consumer shall be entitled to withdraw from a distance or off-premises contract without giving a reason, not later than 14 days after the date
1. when the consumer received the goods pursuant to the paragraph 4, in the case of contracts the subject of which is sale of goods;
2. when the service contract was concluded; or
3. when the contract on provision of digital content not delivered on a tangible medium was concluded.
	1. If the seller has provided the consumer with information referred to in § 3 (1) (h) only additionally, yet within 12 months after the withdrawal period starts lapsing pursuant to the paragraph 1, the withdrawal period shall expire 14 days after the date when the seller additionally met the information obligation.
	2. If the seller has failed to provide the consumer with information referred to in § 3 (1) (h) during an additional period of time pursuant to the paragraph 2, the withdrawal period shall expire 12 months and 14 days after the withdrawal period referred to in the paragraph 1 starts lapsing.
	3. Goods shall be considered as received by the consumer at the moment when the consumer or a third party other than the carrier and indicated by the consumer receives all parts of the ordered goods or: if
4. goods ordered by the consumer in one order are delivered separately, at the moment of receiving the last supplied goods;
5. if goods composed of several parts or pieces are delivered, at the moment of receiving the last part or the last piece;
6. if goods are delivered repeatedly during a specified period of time, at the moment of receiving the first delivered goods.
	1. The consumer may withdraw from a contract the subject of which is goods delivery even before the withdrawal period starts lapsing.
	2. The consumer shall not withdraw from a contract the subject of which is
7. service provision if the provision has started with an express approval of the consumer and the consumer has represented that they have been duly informed that by expressing such approval they are losing the right of withdrawal after the service has been fully provided and if the service has been fully provided;
8. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the seller and which may occur
within the withdrawal period;
9. the supply of goods made to the consumer’s specifications or clearly personalised;
10. the supply of goods which are liable to deteriorate or
expire rapidly;
11. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
12. the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
13. 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 seller;
14. performance of urgent repairs or maintenance which the consumer has expressly requested from the seller; this shall not apply to service contracts and to services the subject of which is sale of other goods than spare parts necessary for performing the repair or the maintenance, if they were concluded during a visit of the seller at the consumer´s and the consumer has not ordered such services or goods before;
15. the supply of sealed audio recordings, video recordings, audio and video recordings, books or computer software which were unsealed by the consumer after delivery;
16. the supply of periodicals with the exception of supply based on a subscription agreement and the supply of books delivered unsealed;
17. 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;
18. the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer’s prior express consent and their representation that they have been duly informed that they thereby lose their right of withdrawal.

**§ 8**

**Exercise of the right of withdrawal**

* 1. The consumer may exercise the right of withdrawal pursuant to § 7 (1) in a paper form or in the form of a record on other durable medium; if the contract has been concluded orally, any unequivocal representation of the consumer expressing their will to withdraw from the contract (hereinafter referred to as a "notification of withdrawal") shall be sufficient to exercise the

consumer´s right of withdrawal. The consumer may use the model withdrawal pursuant to the Annex 3 which they have received from the seller.

* 1. The withdrawal period shall have been retained if the notification of withdrawal has been sent to the seller not later than on the last day of the period referred to in § 7 (1).
	2. In the case of any doubt about delivery, a notification of withdrawal sent by the consumer shall be considered as delivered upon expiry of a period corresponding to the applied delivery form, if the consumer can prove its dispatch to the address notified by the seller to the consumer in accordance with § 3 (1) (b) through (d) or to any address a change of which has been duly reported by the seller to the customer after the contract has been concluded. If any postal consignment containing a notification of withdrawal cannot be delivered to the seller for reasons pursuant to a special regulation,25) the notification of withdrawal shall be considered as delivered on the date of its dispatch to the seller´s address referred to in the first sentence.
	3. If on their web page the seller enables the consumer to withdraw from the contract using a special function or a withdrawal form, the seller shall confirm it to the consumer on a durable medium immediately after receiving the withdrawal.
	4. If the customer has withdrawn from the contract, any ancillary contract related to the contract which the consumer has withdrawn from shall be cancelled from the start as well. The consumer shall not be required to pay any

costs or other payments in relation to cancelling any ancillary contract with the exception of settlement of costs and payments referred to in § 9 (3) and § 10 (3) and prices for a service if the subject of the contract includes service provision and if the service has been fully provided.

* 1. The burden of proof of exercising the right of withdrawal shall be on the consumer.

**§ 9**

**Obligations of the seller in the event of withdrawal**

1. The seller shall reimburse all payments received from the consumer based on or in relation to the contract, including any costs of transport, delivery and postal fees and other costs and charges without undue delay and in any event not later than 14 days after the delivery date of a notification of withdrawal, while this shall not affect provision of § 8 (5).
2. The seller shall carry out the reimbursement referred to in the first paragraph using the same means of payment as the consumer used for the initial transaction. This shall not affect the right of the consumer to agree with the seller on a different form of payment if no additional fees are charged to the consumer as a result.
3. The seller 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 seller. Supplementary costs shall be understood as any difference between the costs of delivery opted for by the consumer and costs of the least expensive type of standard delivery offered by the seller.
4. 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 seller shall at their own expense collect the goods in the period referred to in the paragraph 1 if, by their nature, those goods cannot normally be returned by post.
5. Unless the seller has offered to collect the goods in person or through a person authorized by them, with regard to sales contracts, the seller may withhold the reimbursement referred to in the paragraph 1 until they have received the goods back, or until the consumer has supplied evidence of having sent back the goods.

**§ 10**

1. Unless the seller has offered to collect the goods in person or through a person authorised by the seller, the consumer shall send back the goods or hand them over to the seller or to the person authorised by the seller not later than 14 days after the withdrawal date. The deadline referred to in the first sentence shall be met if the goods were dispatched on the last day of the above-mentioned period at latest.
2. The consumer shall be entitled to refuse to return the goods which the consumer has acquired based on a contract concluded during or in relation to a sale event until the seller has returned the paid price or the advance payment for the goods or for the service to the consumer.
3. In the event of withdrawal, the consumer shall bear only costs of returning goods to the seller or to a person authorized to collect the goods by the seller. This shall not apply if the seller has agreed to bear them or if the seller has not met the obligation referred to in § 3 (1) (i).
4. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the characteristics and functioning of the goods. The consumer shall not be liable for diminished value of the goods where the seller has failed to provide notice of the right of withdrawal in accordance with § 3 (1) (h).
5. If the consumer has withdrawn from a service contract and has granted an express approval pursuant to § 4 (6) prior to the start of provision of services, the consumer shall pay only the price for what has actually been performed until the delivery date of the notification of withdrawal.
6. The consumer shall bear no cost for
7. any services provided during the withdrawal period, regardless of the extent of what has been performed; where
	1. the seller has failed to provide the consumer with information pursuant to § 3 (1) (h) or (j);
	2. the consumer has failed to grant an express approval with the start of provision of the service pursuant to § 4 (6);
8. the supply, in full or in part, of digital content which is not
supplied on a tangible medium, where
	1. the consumer has failed to grant an express approval with the start of provision of the digital content pursuant to § 4 (8);
	2. the consumer has not represented that they have been duly informed of losing their right of withdrawal when granting their approval pursuant to the first paragraph; or
	3. the seller has failed to provide the consumer with the confirmation pursuant to § 6 (1) or (2) (b).
9. Except as provided in paragraphs 1, 3 through 5, and § 9 (3), the consumer shall not incur any other costs or other obligations as a consequence of the exercise of the right of withdrawal.

**Sale event**

**§ 11**

1. Sale event is an event intended for a limited number of consumers, organized based on an invitation or a different notification sent to consumers from which it is obvious that it is an invitation (hereinafter referred to as "invitation") the aim of which is mainly to present, offer or sell goods or provide services and during which or not later than 15 business days after which a contract is concluded with the consumer.
2. Sale event shall not include
3. sales at public auctions; or
4. events organized exclusively for the purposes of tasting and consuming products and their sale, unless also other products or services are presented and offered for sale.
5. Not later than 20 days prior to a sale event, the organizer of the sale event (hereinafter referred to as the "organizer") or the seller shall notify the Central Inspectorate of the Slovak Trade Inspection (hereinafter referred to as

the "Central Inspectorate") and a competent Inspectorate of the Slovak Trade Inspection, depending on the venue of the sale event, of the sale event (hereinafter referred to as the "written notification").

1. In the written notification referred to in the paragraph 3 the organizer or the seller shall
2. state
	1. the business name and the registered office or the place of business of the organizer or of the seller;
	2. exact venue and time of the sale event, including the address and identification of premises where the sale event is going to be held, and the proposed time schedule of the sale event;
	3. focus of the sale event, including identification of goods or services which are going to be presented or sold at the sale event and the price at which they are going to be offered to consumers;
	4. expected number of participants, if the sale event is intended for a particular group of consumers, including its identification;
	5. exact identification of contracts and identification of all sellers whom consumers may conclude contracts with;
	6. venue, date and start time, transport type and conditions, if transport of consumers to the venue is a part of the sale event; and
3. attach
	1. an invitation and
	2. drafts of all contracts which consumers may conclude at the sale event.
4. On their web page the Central Inspectorate shall disclose a full wording of the written notification pursuant to the paragraph 4 not later than five days prior to the sale event. If the organizer or the seller has failed to deliver the written notification in the extent and with all particulars referred to in the paragraph 4 by the date referred to in the paragraph 3, the Central Inspectorate shall not disclose the written notification on its web page. The Central Inspectorate shall not disclose the written notification also when an untrustworthy person is a statutory body, member of a statutory body or a partner in a company which is the organizer or the seller; untrustworthy person shall be understood as a person who was a statutory body, member of a statutory body or a partner in a company which organized or acted as a seller at a sale event during which a particularly serious breach of the present Act occurred for which the Trade Certificate of the seller or of the organizer of the sale event was cancelled.
5. Invitations shall also contain particulars referred to in the paragraph 4 (a).
6. During sales event only such goods may be presented, offered for sale and sold and only such services may be provided which have been notified pursuant to the paragraph 4 (a), subparagraph 3, at a price not exceeding the price specified in the written notification.
7. Any contract concluded during a sale event, including a dependent contract,26) shall not be valid if
8. the organizer or the seller has not performed the obligation referred to in the paragraph 3;
9. the Central Inspectorate has not disclosed the written notification for the reason specified in the paragraph 5, second sentence;
10. the organizer or the seller has held the sale event in contradiction with the written notification and its particulars delivered in the period referred to in the paragraph 3; or
11. the subject of which includes sale of goods or provision of a service in contradiction with the paragraph 7.
12. Provisions of paragraphs 3 and 4 and § 12 (1) and (2) shall not apply to a sale event which is held during a visit of the seller at the consumer´s and during which goods or services are offered or sold based on a seller´s offers catalogue, if
13. the consumer has an opportunity to become familiar with the offers catalogue also without the seller being physically present;
14. the offers catalogue or the contract contains information about the consumer´s right of withdrawal not later than 14 days after receiving the goods or after concluding a service contract; and
15. exclusively goods or services contained in the offers catalogue are presented or offered for sale to consumers during a sale event.

**§ 12**

* 1. A person who has presented their invitation shall not be denied access to a sale event by the organizer or by the seller; this shall not apply if the access is impossible because the maximum number of participants in the sale event has been reached. Person whose transport to the venue of the sale event has been organized by the organizer or by the seller shall not be denied access to the sale event.
	2. During a sale event or prior to expiry of the withdrawal period a consumer shall not be required to pay or to receive a sum representing the price for any offered goods or a service or its part; the same shall apply in the case of an advance payment related to settling the price for goods of for a service or in the case of a charge related to conclusion of a contract or delivery of goods or provision of a service. The seller shall not encourage the consumer to make a payment referred to in the first sentence.
	3. During a sale event, including accompanying activities, particularly drawing lots, games for prizes, donations of goods or services or other accompanying activities focused on consumers, the organizer or the seller shall not separate the consumer from other participants in the sale event or expose the consumer to other circumstances or actions which may inappropriately influence the consumer´s decision about purchase of the offered goods or of the service.
	4. If a sales event includes transport of consumers to the venue, the organizer or the seller shall organize transport of consumers from the venue to the place specified in the invitation or, with an agreement of the consumer, to a different place as well. The organizer or the seller shall not deny transport to consumers who have decided not to buy the offered goods or the service.
	5. Violation of the obligations pursuant to paragraphs 1 through 4 by the organizer or by the seller shall be considered as a particularly serious breach of obligations of the organizer or of the seller.27)

**§ 13**

Obligations of the organizer and of the seller pursuant to § 11 and 12 shall apply accordingly also to persons acting on behalf or in the interest of the organizer or of the seller.

**§ 14**

**Supervision**

(1) Compliance with the present Act shall be supervised as follows:

1. state administration authorities in the area of public health and the State Veterinary and Food Administration28) shall supervise the offer and sale of food;
2. the Public Health Authority of the Slovak Republic and regional public health authorities29) shall supervise the offer and sale of cosmetic products;
3. the Public Trade Inspection shall supervise the offer and sale of products and provision of services
	1. which bodies referred to in (a) and (b) do not supervise based on their competences; or
	2. during or in relation to a sale event.

**§ 15**

**Administrative offences**

1. Those who have
2. breached an obligation pursuant to § 4 (2), § 6 or § 9 (1);
3. breached an obligation pursuant to § 3 (1), § 4 (1), (5) through (8), § 5 (1) or (2), § 8 (4) or § 9 (4);
4. breached an obligation pursuant to § 4 (4) or § 9 (2);
5. breached an obligation pursuant to § 12 (3) or (4); or
6. breached an obligation pursuant to § 11 (3), (6) or (7) or § 12 (1) or (2) have committed an administrative offence.
7. Supervisory authorities shall impose the following penalties for administrative offences:
8. EUR 300 - 16,500 for administrative offences pursuant to the paragraph 1 (a);
9. EUR 200 - 10,000 for administrative offences pursuant to the paragraph 1 (b);
10. EUR 100 - 5,000 for administrative offences pursuant to the paragraph 1 (c);
11. EUR 1,000 - 33,000 for administrative offences pursuant to the paragraph 1 (d);
12. EUR 500 - 16,500 for administrative offences pursuant to the paragraph 1 (e).
13. In addition to a penalty imposed pursuant to the paragraph 2, the supervisory authority shall order the violator to refrain from the illegal action.
14. The top limit of the penalty referred to in the paragraph 2 shall be doubled if the seller has repeatedly violated the same obligation which the seller has been penalised for by a supervisory authority within 12 months after the validity start date of a previous decision on imposing the penalty.
15. The amount of the penalty depends on the severity, manner, duration and consequences of the illegal action and on the extent and degree of the potential or caused damage.
16. Revenues from penalties shall form income to the state budget.
17. Any proceedings related to imposing a penalty may be initiated within 12 months after the day when the supervisory authority has discovered the violation of an obligation pursuant to the present Act, in any case not later than three years after the date when the obligation was violated. Penalties may be imposed not later than four years after the date when the obligation was violated.
18. General regulation regarding administrative proceedings shall apply to any proceedings pursuant to the present Act.30)
19. If the seller has repeatedly and unreasonably disabled, inappropriately prevented or otherwise obstructed exercise of the consumer´s right of withdrawal referred to in § 7 (1) during a period of 12 months in spite of the fact that a penalty has been imposed on the seller pursuant to the paragraph 2, such action shall be considered as a particularly serious violation of seller´s obligations.27)

**§ 16**

**Consumer protection in the case of unlawful entrepreneurship**

Persons who act without a business license during sales of goods or provision of services based on distance or off-premises contracts shall also have seller´s obligations.

**§ 17**

**Transitional provisions**

(1) Any legal relations which had started based on distance or off-premises contracts before the present Act became effective shall be governed by provisions of the current regulations, unless the present Act stipulates otherwise in the paragraph 2.

(2) Starting from 13 June 2014, provisions of § 8 (3) and (4), § 9 (1), (2), (4) and (5), § 10 (1), (3), (4) and (7) shall apply to legal relations which had started based on distance or off-premises contracts concluded before the present Act became effective, if legal relations of such contracts continue also after the present Act became effective.

1. Any proceedings initiated before the present Act became effective shall be terminated in accordance with current regulations.
2. If the term "doorstep selling" in all forms is used in current legal regulations, it shall be understood as "sale of goods or provision of services outside business premises of the seller". If the term "distance selling" in all forms is used in current legal regulations, it shall be understood as "distance sale of goods or distant provision of services".

**§ 18**

**Repeals**

The Act No. 108/2000 Coll. on consumer protection in doorstep selling and distance selling, as amended by the Act No. 266/2005 Coll., the Act No. 118/2006 Coll., the Act No. 343/2007 Coll., the Act No. 402/2009 Coll. and the Act No. 367/2013 Coll. shall be repealed.

**§ 19**

**Final provision**

The present Act is transposing the binding legal acts of the European Union contained in the Annex 1.

**Article II**

Act No. 40/1964 Coll. the Civil Code, as amended by the Act No. 58/1969 Coll., the Act No. 131/1982 Coll., the Act No. 94/1988 Coll., the Act No. 188/1988 Coll., the Act No. 87/1990 Coll., the Act No. 105/1990 Coll., the Act No. 116/1990 Coll., the Act No. 87/1991 Coll., the Act No. 509/1991 Coll., the Act No. 264/1992 Coll., the Act of the National Council of the Slovak Republic No. 278/1993 Coll., the Act of the National Council of the Slovak Republic No. 249/1994 Coll., the Act No. 153/1997 Coll., the Act No. 211/1997 Coll., the Act No. 252/1999 Coll., the Act No. 218/2000 Coll., the Act No. 261/2001 Coll., the Act No. 281/2001 Coll., the Act No. 23/2002 Coll., the Act No. 34/2002 Coll., the Act No. 95/2002 Coll., the Act No. 184/2002 Coll., the Act No. 215/2002 Coll., the Act No. 526/2002 Coll., the Act No. 504/2003 Coll., the Act No. 515/2003 Coll., the Act No. 150/2004 Coll., the Act No. 404/2004 Coll., the Act No. 635/2004 Coll., the Act No. 171/2005 Coll., the Act No. 266/2005 Coll., the Act No. 336/2005 Coll., the Act No. 118/2006 Coll., the Act No. 188/2006 Coll., the Act No. 84/2007 Coll., the Act No. 335/2007 Coll., the Act No. 568/2007 Coll., the Act No. 214/2008 Coll., the Act No. 379/2008 Coll., the Act No. 477/2008 Coll., the Act No. 186/2009 Coll., the Act No. 575/2009 Coll., the Act No. 129/2010 Coll., the Act No. 546/2010 Coll., the Act No. 130/2011 Coll., the Act No. 161/2011 Coll., the Act No. 69/2012

1. and the Act No. 180/2013 Coll. shall be amended as follows:
	1. The following sentence shall be added at the end of § 52 (2): "Provisions of the Civil Code shall always preferably apply to all legal relations the party of which the consumer is, even if standards of commercial law should otherwise be applied.".
	2. Paragraphs (s) through (v) shall be added to § 53 (4) and they shall read as follows:

"(s) require that the consumer secures performance of their obligation with a value inappropriately higher than the amount of their obligation resulting from a consumer contract at the time of concluding an agreement on securing performance of consumer´s obligations;

* 1. require the consumer to pay for a service the provision of which by the supplier does not prevailingly pursue consumer´s interests;
	2. require the consumer to be bound by the contract for an inappropriately long period of time even when it was obvious at the moment of concluding the contract that the subject of the contract may be achieved in a considerably shorter time;
	3. require the consumer to settle payments which the consumer was not demonstrably informed of prior to concluding the contract, the settlement of which was not regulated in the contract or which the consumer is not receiving the agreed consideration for.".
	4. Words "to the immovable property" shall be deleted in § 53 (7).
	5. The word "grants" in § 54 (1) shall be replaced by words "or special regulations related to consumer protection grant".
	6. New paragraphs (2) through (4) shall be added to § 614 after the paragraph 1 and they shall read as follows:

"(2) Unless the parties have agreed otherwise, the seller shall deliver the object to the purchaser immediately, not later than 30 days after the contract conclusion date. If the seller has not performed their obligation to deliver the object pursuant to the first sentence even during an additional appropriate period of time provided by the purchaser, the purchaser shall have the right to withdraw from the contract.

* 1. If it is obvious with regard to all circumstances or if before concluding the contract the purchaser has expressly informed the seller that delivery of goods in a determined period of time or on a determined date is of particular importance to the purchaser, and the seller has failed to deliver the goods during such period of time, the purchaser shall have the right to withdraw from the contract even without granting an additional appropriate period of time for delivery of the object.
	2. If the purchaser has withdrawn from the contract pursuant to the paragraphs 2 or 3, the seller shall immediately return all payments received based on the contract to the purchaser.".

The current paragraphs 2 and 3 shall be numbered 5 and 6.

* 1. § 614a shall be added after § 614 and it shall read as follows:

**"§ 614a**

If the delivered goods do not have the qualities which the consumer was interested in and which correspond to the description provided by the supplier, the seller shall bear any costs of returning such goods and of delivering goods which correspond to the contract as well as any costs expended purposefully by the purchaser in relation to that.".

* 1. "Title nineteen shall be added after the title eighteen in the part nine and it shall read as follows, including its heading:

**"TITLE NINETEEN**

**TRANSITIONAL PROVISIONS RELATED TO AMENDMENTS EFFECTIVE FROM 13 JUNE 2014**

**§ 879p**

Provisions of § 53 (4) (s) and (t), § 53 (7) and § 614a shall govern also legal relations started before 13 June 2014; nonetheless, the start of such legal relations or any claims resulting from them before 13 June 2014 shall be assessed based on regulations effective until 12 June 2014, unless stipulated otherwise.".

* 1. Subparagraph 7 shall be added to the Annex and it shall read as follows:

"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 (OJ EU L 304, 22 November 2011).“.

**Article III**

The Act No. 97/1963 Coll. on international private law and
the law of procedure, as amended by the Act No. 158/1969 Coll., the Act No. 234/1992 Coll., the Act No. 264/1992 Coll., the Act of the National Council of the Slovak Republic No. 48/1996 Coll., the Act No. 510/2002 Coll., the Act No. 589/2003 Coll., the Act No. 382/2004 Coll., the Act No. 36/2005 Coll., the Act No. 336/2005 Coll., the Act No. 273/2007 Coll., the Act No. 384/2008 Coll. and the Act No. 388/2011 Coll. shall be amended as follows:

Paragraph 4 shall be added to § 10 and it shall read as follows:

"(4) Any contractual relations related to the consumer contract shall be governed by the Slovak law, except for cases where the law which would otherwise be applicable provides better protection of consumer´s rights.".

**Article IV**

The Act No. 147/2001 Coll. on advertising and amending certain laws, as amended by the Act No. 23/2002 Coll., the Act No. 525/2005 Coll., the Act No. 282/2006 Coll., the Act No. 342/2006 Coll., the Act No. 102/2007 Coll., the Act No. 648/2007 Coll., the Act No. 402/2009 Coll., the Act No. 182/2011 Coll., the Act No. 362/2011 Coll., the Act No. 313/2012 Coll. and the Act No. 459/2012 Coll. shall be amended as follows:

1. § 2 (1) (a) shall read as follows:

"(a) advertising is demonstration, presentation or other communication in any form related to commercial, entrepreneurial or other trade activity1b) with the aim to sell products in the market;".

The footnote 1b shall read as follows:

"1b) For example the Act of the Slovak National Council No. 78/1992 Coll., on tax consultants and the Slovak Chamber of Tax Consultants, as amended, the Act No. 586/2003 Coll. on advocacy and amending the Act No. 455/1991 Coll. on trade licensing (the Trade Licensing Act), as amended, as amended, the Act No. 540/2007 Coll. on auditors, audit and audit oversight and amendments to the Act No. 431/2002 Coll. on accounting as amended, as amended.”.

1. The words "as a part of their business activities" shall be deleted in § 2 (1) (c).
2. Paragraph 10 shall be added to § 3 and it shall read as follows:

"(10) Advertisement shall not be promoted unless it meets conditions pursuant to a special regulation.9a)".

The footnote 9a shall read as follows:

"9a) § 3 of the Act No. Coll. on consumer credits and other credits and loans for consumers and amending certain laws.".

**Article V**

The Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and amending certain laws, as amended by the Act No. 284/2002 Coll., the Act No. 22/2004 Coll., the Act No. 451/2004 Coll., the Act No. 725/2004 Coll., the Act No. 266/2005 Coll., the Act No. 308/2005 Coll., the Act No. 646/2005 Coll., the Act No. 648/2007 Coll., the Act No. 67/2010 Coll., the Act No. 129/2010 Coll., the Act No. 161/2011 Coll., the Act No. 182/2011 Coll., the Act No. 78/2012

1. Coll., the Act No. 301/2012 Coll., the Act No. 142/2013 Coll. and the Act No. 367/2013 Coll. shall be amended as follows:
	1. The following words shall be added at the end of § 1 (1) (a):

"and state supervision and inspection of business activities in the energy industry pursuant to special regulations.1)" The footnote 1 shall read as follows:

"1) Act No. 657/2004 Coll. on heat energy, as amended.

Act No. 555/2005 Coll. on energy efficiency certification of buildings and amending certain laws, as amended.

Act No. 251/2012 Coll. on energy and amending certain laws, as amended.".

The current footnote 1 shall be changed to 1a.

* 1. The quotation in the footnote 1a "Act No. 108/2000 Coll. on consumer protection in doorstep selling and distance selling, as amended" shall be replaced by the quotation

"Act No. 102/2014 Coll. on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws".

* 1. Paragraph (g) shall be added to § 4 (3) and it shall read as follows:

"(g) perform check purchases.".

* 1. Paragraph 4 shall be added to § 4 and it shall read as follows:

"(4) In the case of a check purchase the Slovak Trade Inspection shall inform the inspected entity, not later than 30 days after collecting the product, that the performed purchase was a check purchase. If in the above-mentioned period of time it has returned an undamaged product to the inspected person, the inspected person shall return to the Slovak Trade Inspection the paid price of the product not later than 15 days after the product return date; any costs related to returning the product to the inspected person shall be borne by the Slovak Trade Inspection. This shall not affect the obligation of the inspected person to settle the costs of samples and tests for verifying the safety, quality and compliance of products pursuant to § 7 (4).".

* 1. Paragraph (i) shall be added to § 5 (6) and it shall read as follows:

"(i) perform check purchases, both indirectly and with secret identity.".

**Article VI**

Act No. 22/2004 Coll. on electronic commerce and amending the Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and amending certain laws, as amended by the Act No. 284/2002 Coll., as amended by the Act No. 160/2005 Coll. shall be amended as follows:

1. § 5 (6) shall read as follows:

"(6) The provider of services shall confirm the order in electronic form immediately after its delivery.".

1. § 5 (8) (b) shall read as follows:

"(b) on securing obligations;16) this shall not affect the provision of § 741b of the Civil Code."

**Article VII**

Act No. 523/2004 on budgetary rules of public administration and amending certain laws, as amended by the Act No. 747/2004 Coll., the Act No. 171/2005 Coll., the Act No. 266/2005 Coll., the Act No. 534/2005 Coll., the Act No. 584/2005 Coll., the Act No. 659/2005 Coll., the Act No. 275/2006 Coll., the Act No. 527/2006 Coll., the Act No. 678/2006 Coll., the Act No. 199/2007 Coll., the Act No. 198/2007 Coll., the Act No. 323/2007 Coll., the Act No. 653/2007 Coll., the Act No. 165/2008 Coll., the Act No. 383/2008 Coll., the Act No. 465/2008 Coll., the Act No. 192/2009 Coll., the Act No. 390/2009 Coll., the Act No. 492/2009 Coll., the Act No. 57/2010 Coll., the Act No. 403/2010 Coll., the Act No. 468/2010 Coll., the Act No. 223/2011 Coll., the Act No. 512/2011 Coll., the Act No. 69/2012 Coll., the Act No. 223/2012 Coll., the Act No. 287/2012 Coll., the Act No. 345/2012 Coll., the Act No. 352/2013 Coll. and the Act No. 436/2013 Coll. shall be amended as follows:

A new second sentence shall be inserted after the first sentence in § 19 (12) and it shall read as follows: "A public administration entity, such as Železnice Slovenskej republiky,22ab) state enterprise and business company, may receive credits or loans while if their total amount received in a relevant financial year has exceeded EUR 1,000,000 a prior written approval of the Ministry of Finance shall be required.".

The footnote 22ab shall read as follows:

"22ab) Act of the National Council of the Slovak Republic No. 258/1993 Coll. on the Railways of the Slovak Republic, as amended.“.

**Article VIII**

The Act No. 250/2007 Coll. on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, as amended by the Act No. 397/2008 Coll., the Act No. 318/2009 Coll., the Act No. 575/2009 Coll., the Act No. 508/2010 Coll., the Act No. 301/2012 Coll., the Act No. 132/2013 Coll. and the Act No. 437/2013 Coll. shall be amended as follows:

1. § 2 (a) and (b) shall read as follows:

"(a) consumer a natural person who does not act within the subject of their business activities,2) employment or occupation,2a) when concluding and performing a consumer contract1);

(b) seller a person who acts within the subject of their business activities or occupation or a person acting on its behalf or account of it when concluding and performing a consumer contract;".

Footnotes 1 through 2a shall read as follows:

"1) § 52 through 54 of the Civil Code.

2) § 2 (1) of the Code of Commerce.

2a) For example the Act of the Slovak National Council No. 138/1992 Coll. on authorised architects and authorised civil engineers, as amended, the Act No. 586/2003 Coll. on advocacy and amending the Act No. 455/1991 on trade licensing (the Trade Licensing Act), as amended, as amended.".

1. The word "in writing" shall be inserted in § 2 (n) after the words "expert assessment".
2. Paragraph zd) shall be added to § 2 and it shall read as follows:

"zd) product a product or a service including immovable property, right or obligation.".

1. A heading shall be inserted above § 4 and it shall read as follows: "Seller´s obligations".
2. The heading below § 4 shall be deleted.
3. The words "when dealing with a cross-border complaint" shall be deleted in § 4 (1) (i).
4. § 4 (2) shall read as follows:

"(2) The seller shall not

* 1. impose obligations on the consumer without a lawful reason;
	2. deny rights to the consumer pursuant to § 3;
	3. use unfair trading practices and unacceptable conditions in consumer contracts.".
1. Words "in spite of a notice of the association" shall be deleted in § 4 (10).
2. Paragraph 11 shall be added to § 4 and it shall read as follows:

"(11) The seller shall not request or receive any settlement from the consumer for any delivered product, provided service or provided digital content12ca) which the consumer has not ordered. Consumer´s inactivity after receiving an unsolicited delivery pursuant to the first sentence shall not result in incurrence of any costs or other obligations to the consumer.".

The footnote 12ca shall read as follows:

"„12ca) § 2 (7) of the Act No. 102/2014 Coll. on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws.".

1. § 4a shall be added after § 4 and it shall read as follows:

**"§ 4a**

1. The seller shall not charge any fees
	1. for use of the means of payment12cb); or
	2. for use of other form of payment than the means of payment in an amount exceeding actual costs which the seller has incurred in relation to use of such form of payment.
2. Provision of the paragraph 1 shall not apply in the case of a fee charged by a provider of payment services12cc)for a provided payment service.
3. The telephone number of the seller where the consumer may reach the seller in relation to a concluded contract shall not be charged more than at the basic rate.
4. The consumer shall pay any other payment than the price for the main subject of performance, costs and fees pursuant to

§ 10a (1) (d) only if the consumer has expressly agreed with such payment prior to concluding the contract or sending an order. The burden of proof of granting an express approval pursuant to the first sentence shall be on the seller.

1. For the purposes of acquiring the approval referred to in the paragraph 4, the seller shall not offer any pre-selected possibilities to the consumer in a draft contract or in any act preceding conclusion of the contract in relation to which consumer´s action is required towards their refusal in order to avoid additional payment. If the consumer´s approval has been acquired in contradiction with the first sentence, the consumer shall not be obliged to pay such additional payment.
2. When offering the possibilities of payment or delivery of ordered goods, the seller shall not include any data, qualities or conditions of postal, transport or dispatch services which are in contradiction with information contained in publicly available postal, commercial or other conditions of provision of such services or which are not expressly contained in a written agreement between the postal company, carrier or dispatcher performing the transport or delivery of goods and the seller."

Footnotes 12cb and 12cc shall read as follows:

"12cb § 2 (19) of the Act No. 492/2009 Coll. on payment services and amending certain laws, as amended.

12cc) § 2 (3) of the Act No. 492/2009 Coll., as amended.".

1. § 5a shall be added after § 5 and it shall read as follows, including the heading:

**"§ 5a**

**Securing consumer´s obligations**

1. Settlement of any claims or performance of any obligation resulting from a consumer contract shall not be secured
	1. by agreement on deductions from wage and from other earnings to be paid to the seller or to a different person,12cd) except where such agreement has been concluded in the form of a special deed, the consumer has been informed about its consequences and had an opportunity to refuse it; or
	2. by a bill of exchange or a cheque.12ce)
2. The seller shall not appoint or otherwise determine a person to act on behalf or in the interest of the consumer in relation to concluding or performing a consumer contract or securing any obligation resulting from a consumer contract. Provisions of a consumer contract by which the consumer authorizes a third party to perform legal acts related to performing a consumer contract or concluding a different consumer contract shall be invalid.
3. Any provisions of a consumer contract which bind the consumer to acknowledge their debt, in their own name or represented by a third party, for the case of non-performance of obligations resulting from the consumer contract shall be invalid.
4. Any legal act by which the consumer is authorizing a third party to conclude a contract on securing performance of any obligation of the consumer resulting from the consumer contract on behalf of the consumer shall be invalid.
5. The seller shall be liable for any damage caused to the consumer by violating the paragraph 1.". Footnotes 12cd and 12ce shall read as follows:

"12cd) § 551 of the Civil Code.

12ce) Act No. 191/1950 Coll. bills of exchange and cheques, as amended.".

1. § 5b shall be added after § 5a and it shall read as follows:

**"§ 5b**

Even without a proposal regarding impossibility to exercise the right, the body which makes decisions on claims related to the consumer contract shall consider weakening of the seller´s claim towards the consumer, including its expiration or a different legal obstacle or a lawful reason which make it impossible to apply or to acknowledge performance of the seller towards the customer, even if it was otherwise necessary for the consumer to appeal to such matters.".

1. The full stop in § 7 (1) shall be replaced by a comma and words "before, during and after performing a business transaction." shall be added.
2. In § 7 (2) (b) the words "product or service" shall be replaced by the word "product".
3. Paragraph 5 shall be added to § 7 and it shall read as follows:

"(5) Use of unfair trading practices shall be forbidden in relation to performance of consumer´s obligations, including collection of a claim resulting from the consumer contract.".

1. In § 8 (4) the number "1" shall be replaced by "3".
2. The word "article" in all its forms shall be replaced by the word "product" in the relevant form in the entire text in § 8 and 9.
3. § 9a shall be added after § 9 and it shall read as follows:

**"§ 9a**

1. Obligations referred to in § 4 (2) and (8), § 4a through 5a and § 7 through 9 shall apply also to persons who in their own name or on behalf of a creditor collect claims resulting from a consumer contract.
2. The consumer shall not be asked to reimburse higher costs of collecting a claim than the actual costs incurred to a person who collects claims resulting from a consumer contract in their own name or on behalf of a creditor.
3. Neither the seller nor the person who collects claims resulting from a consumer contract in their own name or on behalf of a creditor may visit the consumer personally in their home or at their workplace in relation to lodging or collecting claims. Similarly, it shall also be prohibited to contact or bother the consumer in any manner during red-letter days, bank holiday or during working days after 6 p.m.".
4. § 10a shall be added after § 10 and it shall read as follows, including the heading above:

**"Information obligations**

**§ 10a**

1. Prior to concluding a contract or, if a contract is to be concluded based on a consumer´s order before the consumer sends it, unless such information is obvious with regard to the nature of the product or the service, the seller shall inform the consumer in a clear and understandable manner about the following:
	1. the main characteristics of the product or service, to the
	extent appropriate to the medium and to the product or
	service;
	2. the business name and the registered office or the place of business of the seller;
	3. the telephone number of the seller and other data important for communication between the consumer and the seller, in particular their e-mail address and fax number, if appropriate;
	4. the selling price of the product or service or where the nature of the goods or service 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 freight, delivery, postal and other costs and charges or, where those costs and charges cannot be calculated in advance, the fact that such costs or charges may be payable;
	5. the arrangements for payment, delivery, the time by which the seller undertakes to deliver the product or to perform the service, and the seller’s complaint handling policy;
	6. the seller´s liability for damage to the product or service pursuant to a special regulation;15a)
	7. the existence and details of a guarantee provided by the producer or the seller according to stricter rules than stipulated in a general regulation,15b) if the producer or the seller is granting it, as well as information about existence and conditions of after sale customer assistance and after-sales services, if such assistance is provided;
	8. the duration of the contract in the case of contracts of determinate duration; if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
	9. where applicable, the functionality, including applicable
	technical protection measures, of digital content;
	10. where applicable, any relevant interoperability of digital
	content with hardware and software that the seller is aware of or can reasonably be expected to have been aware of;
2. Obligations referred to in the paragraph 1 shall apply also to a contract on provision of digital content not delivered on a tangible medium.
3. Provisions of the paragraph 1 shall not apply if the seller is obliged to provide the consumer with information before concluding a contract based on a special regulation15c).".

Footnotes 15a through 15c shall read as follows:

"15a) § 622 and 623 of the Civil Code. 15b) § 502 of the Civil Code.

15c) For example the Act No. 483/2001 Coll. on banks and amending certain laws, as amended, the Act No. 594/2003 Coll. on collective investment and amending certain laws, as amended, the Act No. 43/2004 Coll. on the old-age pension saving schemes and amending certain laws, as amended, the Act No. 129/2010 Coll. on consumer credits and other credits and loans for consumers and amending certain laws, as amended, the Act No. 351/2011 on electronic communication, as amended, the Act No. 251/2012 Coll.,

as amended.".

1. The heading above § 11 shall be deleted.
2. In § 13 the words "If the information contained in § 11 and 12 is provided in writing" shall be replaced by words

"If the information contained in § 10a through12 is provided in writing".

1. § 18 (2) shall read as follows:

"(2) The consumer may file a complaint in any place of business of the seller where complaints may be received with regards to the products sold or services provided

or complaints may be addressed to a designated person. The designated person may settle the complaint only by handing over a repaired product, otherwise the designated person shall pass the complaint to the seller.".

1. The following sentences shall be added at the end of § 18 (6):

"The seller shall provide the consumer with a copy of an expert assessment justifying rejection of their complaint not later than 14 days after the complaint settlement date. This shall not affect the seller´s obligation referred to in the paragraph 9.".

1. § 18a shall be added after § 18 and it shall read as follows, including the heading:

**"§ 18a**

**Particulars of expert assessments**

1. Any expert assessment shall contain:
	1. identification of a person performing it;
	2. exact identification of the assessed product;
	3. description of the product´s condition;
	4. assessment result;
	5. expert assessment date.
2. Any expert assessments not containing the particulars referred to in the paragraph 1 shall not be considered.".
3. § 20a shall be added after § 20 and it shall read as follows:

**"§ 20a**

1. In its decision the supervisory body shall order to the seller or to the person referred to in § 9a to rectify the identified shortcomings and to refrain from any illegal action.
2. In its decision the supervisory body may prohibit to the seller to sell products or to provide services to consumers for maximum three years, if the seller has repeatedly performed any action by which the seller breached collective interests of consumers in the period of 12 months after the validity date of a previous decision on imposing a penalty for such action.".
3. In § 21 (1) in the first sentence words "or a person referred to in § 9a" shall be inserted after the word "seller" and in the third sentence words "or a person referred to in § 9a" shall be inserted after the word "seller".
4. In § 21 (2) in the first sentence words "suspects violation" shall replace words "discovers violation" and words "or a person referred to in § 9a" shall be inserted after the word "seller".
5. § 24 (7) shall read as follows:

"(7) Any proceedings related to imposing a penalty may be initiated within 12 months after the day when the supervisory authority has discovered the violation of an obligation pursuant to the present Act, in any case not later than three years pursuant to paragraphs 1 and 3 and ten years pursuant to the paragraph 2 after the date when the obligation was violated. Penalties may be imposed not later than four years after the date when the obligation was violated.".

1. In § 25 (1) a comma and words "including proceedings in relation to protection of collective interests of consumers," shall be inserted after the words "consumer rights".
2. § 29b shall be added after § 29a and it shall read as follows, including the heading:

**"§ 29b**

**Transitional provision related to amendments effective from 1 May 2014**

Provisions of § 5a (1) (b) and (2) through (4) shall govern also legal relations started before 1 May 2014; nonetheless the start of such legal relations or any claims resulting from them before

1 May 2014 shall be assessed based on regulations effective until 30 April 2014.".

1. § 29c shall be added after § 29b and it shall read as follows, including the heading:

**"§ 29c**

**Transitional provision related to amendments effective from 13 June 2014**

Provisions of § 4a (1) through (3) shall govern also legal relations started before 13 June 2014; nonetheless, the start of such legal relations or any claims resulting from them before 13 June 2014 shall be assessed based on regulations effective until 12 June 2014.".

1. In the Annex 1 part Misleading Trading Practices, part 6 shall read as follows:

"6. Advertising of a kind "to attract and to change" which shall be understood as advertising with the intention to promote sales of a different product by an invitation to purchase products at a determined price and a following

* 1. refusal to show advertised goods to consumers;
	2. refusal to receive orders for such goods or their delivery within a reasonable period of time; or
	3. demonstration of their faulty sample.".
1. In the Annex 1 part Aggressive Trading Practices, section seven, the words "or service" shall be deleted.
2. In the Annex 1 part Misleading Trading Practices, section eight, the words "in the state language" shall be replaced by words "in a language which is not an official language of the Member State in which the seller has their registered office or the place of business31)“.

The footnote 31 shall read as follows:

"31) § 2 (3) of the Code of Commerce.".

1. The word "article" in all its forms shall be replaced by the word "product" in the relevant form in the entire text of the Annex 1.
2. Section 9 shall be added to the Annex 2 and it shall read as follows:

"9. 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 (OJ EU L 304, 22. November 2011).“.

**Article IX**

The Act No. 561/2007 Coll. on investment aid and amending certain laws, as amended by the Act No. 56/2009 Coll., the Act No. 231/2011 Coll., the Act No. 547/2011 Coll., the Act No. 70/2013 Coll.

and the Act No. 352/2013 Coll. shall be amended as follows:

1. A new subparagraph (b) shall be inserted after § 3 (a) and it shall read as follows:

"b) investment plan with eligible costs above EUR 200,000,000 means an initial investment project focused on building a new

* 1. company, extending production in an existing company, diversifying company production to new, additional products or a major change in a production programme of an existing industrial production company11a) with the exception of industries and activities pursuant to a special regulation,11b) if the amount of eligible costs is at least EUR 200,000,000;
	2. comprehensive tourist centre or extending an existing comprehensive tourist centre, if the amount of eligible costs is at least EUR 200,000,000;".

The current subparagraphs (b) through (n) shall be marked as (c) through (o).

1. Paragraphs 5 through 7 shall be added to § 4 and they shall read as follows:

"(5) General conditions for provision of investment aid for an investment plan with eligible costs above EUR 200,000,000 in industrial production11a) with the exception of industries and activities pursuant to a special regulation11b) shall include:

1. acquisition of tangible and intangible fixed assets referred to in § 8 (1) (a) and (b) in an amount of at least EUR 200,000,000, while at least 50% shall be secured by fixed assets of a legal entity or assets of a natural person - entrepreneur;
2. acquisition of new production and technological equipment intended for production purposes, in the value of at least 60% of the total value of the acquired tangible and intangible fixed assets pursuant to § 8 (1) (a) and (b);
3. production, activities, processes, constructions or production and technological equipment meeting environmental protection conditions pursuant to special regulations,15)
4. the investment plan shall be implemented at one place, while one place of implementation of an investment plan shall be understood as a group of real estates which together form one company land.15a)
5. If an investment plan with eligible costs above EUR 200,000,000 is focused on extending production in an existing company, extension of production in an existing company for an investment plan with eligible costs above EUR 200,000,000 shall be understood as an increase in production in terms of value or volume by at least 15% compared to an average for the last three financial years immediately preceding the financial year in which the investment plan with eligible costs above EUR 200,000,000 was delivered to the Ministry.
6. Provisions of paragraphs 2 through 4 shall not apply to investment plans with eligible costs above EUR 200,000,000.".
7. Paragraphs 4 through 6 shall be added to § 7 and they shall read as follows:

"(4) General conditions related to provision of investment aid for tourist trade regarding investment plans with eligible costs above EUR 200,000,000 shall include:

1. acquisition of new technological equipment intended for provision of services, in the value of at least 40 % of the total value of the acquired tangible and intangible fixed assets pursuant to § 8 (1) (a) and (b);
2. acquisition of tangible and intangible fixed assets referred to secured by fixed assets of a legal entity or assets of a natural person - entrepreneur;
3. services, activities, processes, constructions or equipment meeting environmental protection conditions pursuant to special regulations,15)
4. the investment plan shall be implemented at one place, while one place of implementation of an investment plan shall be understood as a group of real estates which together form one company land.15a)
5. If an investment plan with eligible costs above EUR 200,000,000 is focused on extending an existing comprehensive tourist centre, extension of an existing comprehensive tourist centre for an investment plan with eligible costs above

EUR 200,000,000 shall be understood as an increase in production in terms of value or volume by at least 15% compared to an average for the last three financial years

immediately preceding the financial year in which the investment plan with eligible costs above EUR 200,000,000 was delivered to the Ministry.

1. Provisions of paragraphs 2 and 3 shall not apply to investment plans with eligible costs above EUR 200,000,000.".
2. In § 8 (1) (a) the words "§ 4 (1), § 5, 6, § 7 (1)“ shall be replaced by words "§ 4 (1) and (5),

§ 5, 6, § 7 (1) and (4)".

1. A new second subparagraph (h) shall be inserted after (h) in § 9 (2) and it shall read as follows:

"h) solemn declaration that if an applicant is in a position of a seller,16da) they shall perform their business activities in accordance with special regulations;16db)".

The current subparagraphs (h) through (j) shall be marked as (i) through (k). Footnotes 16da and 16db shall read as follows:

"16da) § 2 (a) of the Act No. 250/2007 on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, as amended.

16db) Act No. 250/2007 Coll.

Act No. 102/2014 Coll. on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws.".

1. A new subparagraph (c) shall be inserted after (b) in § 12 (3) and it shall read as follows:

"c) binding representation that if an applicant is in a position of a seller,16da) they shall perform their business activities in accordance with special regulations;16db)".

The current subparagraphs (c) through (g) shall be marked as (d) through (h).

1. In § 13 the heading "Decision on approving investment aid" shall move above its number designation.
2. Paragraph 7 shall be added to § 13 and it shall read as follows:

"(7) Provisions of paragraphs 1 through 6 shall not apply to any proceedings related to approval of investment aid for investment plans with eligible costs above EUR 200,000,000 which provision of investment aid exclusively pursuant to § 2 (1) (b) is proposed for.".

1. § 13a shall be added after § 13 and it shall read as follows:

**"§ 13a**

1. If an applicant meets conditions for provision of investment aid pursuant to the present Act and pursuant to special regulations,20) and the investment aid is not subject to the information obligation referred to in a special regulation,21) the Ministry, or the Ministry of Transport in the case of investment aid in the area of tourist trade, shall issue a decision on approving the investment aid exclusively pursuant to § 2 (1) (b) not later than 15 days after the applicant has submitted their application as referred to in § 12 for an investment plan with eligible costs above EUR 200,000,000 and the investment aid is provided exclusively pursuant to § 2 (1) (b). The decision on approving the investment aid shall be delivered by the Ministry, or the Ministry of Transport in the case of investment aid in the area of tourist trade, to providers of investment aid as referred to in § 2 (4).
2. If an applicant meets conditions for provision of investment aid pursuant to the present Act and pursuant to special regulations20) and the investment aid is subject to the information obligation referred to in a special regulation,22) the Ministry, or the Ministry of Transport in the case of investment aid in the area of tourist trade, shall issue a decision on providing the investment aid exclusively pursuant to § 2 (1) (b) not later than 15 days after the applicant has submitted their application as referred to in § 12 for an investment plan with eligible costs above EUR 200,000,000 and the investment aid is provided exclusively pursuant to § 2 (1) (b), while one of the conditions specified in the decision on providing the investment aid shall be the fact that the European Commission adopts a decision that the proposed investment aid is compatible with a single market24) and then, pursuant to a special regulation23), shall ask the European Commission to examine

compatibility of the proposed investment aid with the single market24) and inform the applicant thereof in writing.

1. If the European Commission adopts a decision that the proposed investment aid exclusively pursuant to § 2 (1) (b) for an investment aid with eligible costs above EUR 200,000,000 is compatible with the single market,24) the Ministry, or the Ministry of Transport in the case of investment aid in the area of tourist trade, shall issue a notification of compatibility of the proposed investment aid with the single market not later than 15 days after the final decision of the European Commission was delivered and it shall inform the applicant thereof in writing. The Ministry, or the Ministry of Transport in the case of investment aid in the area of tourist trade, shall deliver the notification of compatibility of the proposed investment aid with the single market to providers of investment aid as referred to in § 2 (4). If the European Commission adopts a decision that the proposed investment aid pursuant to § 2 (1) (b) for an investment aid with eligible costs above EUR 200,000,000 is not compatible with the single market, the decision of the Ministry or of the Ministry of Transport as referred to in the paragraph 2 shall lose its validity.".
2. In § 15 (1) (a) words "§ 4 (5) (a)" shall be inserted after the words "§ 4 (2) and (3)," and the word

"or" shall be replaced by a comma and words "or § 7 (4) (b)" shall be added at the end;".

1. In § 15 (1) (b) words "§ 4 (5) (b)" shall be inserted after the words "§ 4 (1) (b)," and words "§ 7 (4) (a)" shall be inserted after the words "§ 7 (1) (a),".
2. In § 15 (4) (b) the first sentence shall read as follows:

"The beneficiary shall meet conditions referred to in § 4 (1) through (3) and (5), § 5, 6, § 7 (1) through (4) not later than three years after the decision on approving the investment aid referred to in § 13 or § 13a was issued.".

1. In § 16 (2) in the first sentence the words "§ 4 (1), § 5, 6, § 7 (1)" shall be replaced by words "§ 4 (1) and (5), § 5, 6, § 7 (1) and (4)“ and words "or an investment plan with eligible costs above EUR 200,000,000" shall be inserted after each word "plan".
2. In § 16 (6) words "and (5)" shall be inserted after the words "§ 4 (1)" and words "and (4)" shall be inserted after the words "§ 7 (1)".
3. § 17 (1) (a) and (b) shall read as follows:

"a) the Ministry in the case of investment aid specified in § 2 (1) (a) and (d), in the case of the condition specified in § 4 (1) (a), (b) and (e), § 4 (5) (a), (b) and (d), § 5 (a), § 6 (a) and in the case of the obligation specified in § 15 (1) and (4);

b) the Ministry of Transport in the case of investment aid specified in § 2 (1) (a) and (d), in the case of the condition specified in § 7 (1) (a), (b) and (e), § 7 (4) (a), (b) and (d) and in the case of the obligation specified in § 15 (1) and (4);".

1. § 17 (1) (e) shall read as follows:

"e) the Ministry of Environment of the Slovak Republic in the case of the condition specified in § 4 (1) (c), § 4 (5) (c), § 7 (1) (c) and § 7 (4) (c).".

1. In § 17 (3) (b) the first sentence shall read as follows:

"The beneficiary shall enable inspection of compliance with conditions referred to in § 4 (1) and (5), § 5, 6, § 7 (1) and (4) and performance of obligations referred to in § 15 as well as compliance with conditions specified in the decision on approving the investment aid.".

1. In § 17 (4) words "or 13a" shall added after the words "§ 13".
2. In § 17 (6) words "or 13a" shall added after the words "§ 13".
3. In § 17 (7) words "§ 4 (5)" shall be added after the words "§ 4 (1) (a), (b), (d) and (e);" and

words "and § 7 (4)" shall be added after the words "§ 7 (1) (a), (b), (d) and (e)".

1. Paragraph 4 shall be added to § 19 and it shall read as follows:

"(4) Provisions of § 1 through 3, § 8 through 12, § 14, § 15 (2), (3), (5) through (11), § 15a, 15b, § 16 (1), (3)

through (5), § 17 (2) and (5), § 17 (8) through (11), § 18, § 19 (1) through (3) shall apply accordingly also to investment plans with eligible costs over EUR 200,00,000, unless stipulated otherwise herein.".

1. § 20e shall be added after § 20d and it shall read as follows, including the heading:

**"§ 20e**

**Transitional provisions related to amendments effective from 1 May 2014**

1. Any investment aid approved before 30 April 2014 shall remain valid under such conditions and in such extent as specified in the decision on approving the investment aid.
2. The Ministry shall assess any decisions on approving the investment aid or decisions on providing investment incentives issued before 30 April 2014 based on a notification referred to

in § 15 (8) in accordance with the present Act.

1. Any proceedings initiated and not terminated before 1 May 2014 shall be terminated in accordance with the current regulations.".

**Article X**

The Act No. 129/2010 Coll. on consumer credits and other credits and loans for consumers and amending certain laws, as amended by the Act No. 394/2011 Coll., the Act No. 352/2012 Coll. and the Act No. 132/2013 Coll. shall be amended as follows:

§ 17 (3) and (4) shall be deleted.

**Article XI**

The Act No. 161/2011 Coll. on consumer protection in provision of certain tourist services and amending certain laws, as amended by the Act No. 301/2012 Coll. shall be amended as follows:

1. In § 1 (1) reference 1 shall be placed above the word "consumer". The footnote 1 shall read as follows:

"1) § 2 (a) of the Act No. 250/2007 on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, as amended by the Act No 102/2014 Coll.".

The current footnote 1 shall be changed to 1a. The footnote 1a shall read as follows:

"1a) § 2 (b) of the Act No. 250/2007 Coll., as amended by the Act No. 102/2014 Coll.".

1. § 2 (a) shall be deleted.

The current subparagraphs (b) through (d) shall be marked as (a) through (c).

1. In § 6 (5) the second sentence shall read as follows:

"The withdrawal period shall have been met if a withdrawal notification referred to in § 4 (1) through (4) has been sent to the seller not later than on the last day of the period.".

1. § 7 (2) shall read as follows:

"(2) Based on a contract on intermediation of further sales it is not possible to request payment from the consumer as referred to in the paragraph 1 before a contract is concluded conclusion of which is supposed to be intermediated or before the contract terminates in a different manner.".

1. § 9a shall be added after § 9 and it shall read as follows, including the heading above:

**"Final provisions**

**§ 9a**

* 1. Provisions of the present Act shall be applied if the law of a state which is not an EU Member State is supposed to be applied to a contract on time-limited use of accommodation facilities the subject of which is use of a real estate located in a territory of an EU Member State, concluded with a consumer with permanent address or registered office in the territory of the Slovak Republic.
	2. Provisions of the present Act shall apply also when a contract on provision of long-term recreational services, contract on involvement in an exchange system or a contract on intermediation of further sales is to be concluded with a consumer with permanent address or registered office in the territory of the Slovak Republic and a seller who performs their business or other trade activities in the territory of an EU Member State or directs such activities to an EU Member State in any manner.".
1. The heading of § 10 shall be deleted.

**Article XII**

The Act No. 251/2012 Coll. on energy and amending certain laws, as amended by the Act No. 391/2012 Coll., the Act No. 352/2013 Coll. and the Act No. 382/2013 Coll. shall be amended as follows:

1. In § 17 (1) (d) a word "of written" shall be inserted after the word "provision".
2. § 17 (1) (e) shall read as follows:

"e) to provision of information about

* 1. the right to withdraw from a contract for combined supply of electricity or a contract for combined supply of gas not later than 14 days after the conclusion date of such contract; the electricity or the gas supplier shall provide such information to a household consumer of electricity or a household consumer of gas in the form of a separate written notification together with the model withdrawal form pursuant to the Annex 1 not later than when concluding the contract for combined supply of electricity or the contract for combined supply of gas;
	2. any potential obligation of an household consumer of electricity or a household consumer of gas to pay the price for actual electricity or gas supplies to the electricity or gas supplier, if the household consumer of electricity or the household consumer of gas has withdrawn from a contract for combined supply of electricity or a contract for combined supply of gas after granting their express approval as referred to in the paragraph 19.".
	3. § 17 (3) shall read as follows:

"(3) The household consumer of electricity or the household consumer of gas shall be entitled to withdraw from a contract for combined supply of electricity or a contract for combined supply of gas without a reason in the period of time referred to in the paragraph 1 (e) section 1 or in the period referred to in the paragraph 20. The withdrawal period from a contract for combined supply of electricity or a contract for combined supply of gas shall have been met if the household consumer of electricity or the household consumer of gas has sent a letter of withdrawal from the contract for combined supply of electricity or the contract for combined supply of gas on the last day of the period referred to in the paragraph 1 (e) section 1 or in the period referred to in the paragraph 20. The household consumer of electricity or the household consumer of gas may exercise their right to withdraw from a contract for combined supply of electricity or a contract for combined supply of gas in a paper form, in the form of a record on a different durable medium34a) or using the model withdrawal form pursuant to the Annex 1.".

The footnote 34a shall read as follows:

"34a) § 2 (6) of the Act No. 102/2014 Coll. on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts and amending certain laws.".

* 1. Paragraphs 18 through 24 shall be added to § 17 and they shall read as follows:

"(18) Provisions of a contract for combined supply of electricity or a contract for combined supply of gas may deviate from information provided to the household consumer of electricity or the household consumer of gas prior to concluding the contract for combined supply of electricity or the contract for combined supply of gas referred to in the paragraph 1 (a) or § 17a (4) only based on an express approval of both contracting parties.

1. If a supply of electricity or gas based on a contract for combined supply of electricity or a contract for combined supply of gas is supposed to start before expiry of the withdrawal period referred to in the paragraph 1 (e) section 1 or if a household consumer of electricity or a household consumer of gas requests electricity or gas supply before expiry of the withdrawal period referred to in the paragraph 1

(e) section 1, the electricity or the gas supplier shall ask the household consumer of electricity or the household consumer of gas for an express approval of electricity or gas supply start prior to expiry of the withdrawal period. If a contract for combined supply of electricity or a contract for combined supply of gas is concluded off-premises of the electricity or the gas supplier, such approval shall be recorded on a durable medium.

1. If the electricity or the gas supplier has failed to inform the household consumer of electricity or the household consumer of gas about their right to withdraw from a contract for combined supply of electricity or a contract for combined supply of gas referred to in the paragraph 1 (e) section one, the household consumer of electricity or the household consumer of gas may withdraw from the contract for combined supply of electricity or the contract for combined supply of gas not later than
2. 14 days after the information obligation about the right to withdraw from the contract for combined supply of electricity or the contract for combined supply of gas was met additionally, providing that the electricity or the gas supplier additionally met their information obligation; nonetheless, not later than 12 months after conclusion of the contract for combined supply of electricity or the contract for combined supply of gas;
3. 12 months and 14 days after conclusion of the contract for combined supply of electricity or the contract for combined supply of gas, if the electricity or the gas supplier did not provide information about the right to withdraw from the contract for combined supply of electricity or the contract for combined supply of gas, not even during the additional period of time.
4. If a household consumer of electricity or a household consumer of gas has withdrawn from a contract for combined supply of electricity or a contract for combined supply of gas, they shall not be obliged to pay for the supplied electricity or gas during the withdrawal period referred to in the paragraph 1 (e) section 1, regardless of the extent of the provided supplies, if
5. the electricity or the gas supplier failed to provide the information pursuant to the paragraph 1

(e) or

1. if the household consumer of electricity or the household consumer of gas has failed to grant the approval pursuant to the paragraph 19.
2. The electricity or the gas supplier shall not accept or request any financial security from a household consumer of electricity or a household consumer of gas in order to perform or to secure obligations of the household consumer of electricity or the household consumer of gas.
3. If the electricity or the gas supplier makes a telephone call to a household consumer of electricity or a household consumer of gas with a view to concluding a contract for combined supply of electricity or a contract for combined supply of gas, the supplier shall, at the beginning of each conversation with the household consumer of electricity or the household consumer of gas, provide the supplier´s identification data and the business intention of the telephone call.
4. The electricity or the gas supplier shall ensure protection of personal data acquired during the telephone call referred to in the paragraph 23 in accordance with a special regulation.38a)".

The footnote 38a shall read as follows:

"38a) Act No. 122/2013 Coll. on personal data protection and amending certain laws, as amended by the Act No. 84/2014 Coll.".

* 1. § 17a shall be added after § 17 and it shall read as follows, including the heading:

**"§ 17a**

**Protection of household consumers of electricity or household consumers of gas in distance and off-premises contracts concluded with electricity or gas suppliers**

* + 1. Provisions of paragraphs 2 through 5 shall be applied in the case of distance or off-premises contracts for combined supply of electricity or contracts for combined supply of gas concluded with electricity or gas suppliers. Provisions of § 17 shall apply to distance or off-premises contracts for combined supply of electricity or contracts for combined supply of gas concluded with electricity or gas suppliers, unless the present paragraph stipulates otherwise.
		2. For the purposes of the present Act, a distance contract shall be understood as a contract between an electricity or a gas supplier and a household consumer of electricity or a household consumer of gas agreed upon and concluded exclusively through one or more means of distance communication without the contracting parties being physically present, particularly using a web page, e-mail, telephone, fax or addressed letter.
		3. For the purposes of the present Act, an off-premises contract concluded with an electricity or a gas supplier shall be understood as a contract between an electricity or a gas supplier and a household consumer of electricity or a household consumer of gas
1. concluded with the simultaneous physical presence of the contracting parties, in a place which is not the business premises of the electricity or the gas supplier; or
2. conclusion of which was proposed by the household consumer of electricity or the household consumer of gas to the electricity or the gas supplier in a place which is not the business premises of the electricity or the gas supplier.
	* 1. In addition to information referred to in § 17 (1) (a), prior to concluding a contract for combined supply of electricity or a contract for combined supply of gas or, if such contract is to be concluded based on a request of the household consumer of electricity or the household consumer of gas, before the household consumer of electricity or the household consumer of gas has sent the request for contract conclusion, the electricity or the gas supplier shall provide the household consumer of electricity or the household consumer of gas also with information about
3. 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;
4. payment arrangements;
5. the telephone number of the electricity or the gas supplier and other data important for communication between the household consumer of electricity or the household consumer of gas and the electricity or the gas supplier, in particular their e-mail address and the fax number;
6. the complaint handling policy for household consumers of electricity and household consumers of gas;
7. relevant codes of conduct38b) which the electricity or the gas supplier has undertaken to follow and the form how the household consumer of electricity or the household consumer of gas may become familiar with them or obtain their copies;
8. the minimum duration of obligations of the household consumer of electricity or the household consumer of gas under the contract for combined supply of electricity or the contract for combined supply of gas, where applicable.
	* 1. Information referred to in § 17 (1) (a) and (4) shall be provided to the household consumer of electricity or the household consumer of gas in the case of
9. distance contracts in a manner appropriate for the used means of distance communication; if such information is provided on a durable medium, it shall be readable and understandable for the household consumer of electricity or the household consumer of gas;
10. off-premises contracts with an electricity or a gas supplier on paper or, if the household consumer of electricity or the household consumer of gas agrees, on another durable medium.".

The footnote 38b shall read as follows:

"38b) § 2 (s) of the Act No. 250/2007 Coll., as amended.".

* 1. § 88 (1) (c) shall read as follows:

"c) the Slovak Trade Inspection (hereinafter referred to as the "Inspection");".

* 1. § 89 (1) (e) shall read as follows:

"e) resulting from measures imposed by the Inspection and inspectorates of the Slovak Trade Inspection (hereinafter referred to as "inspectorate");".

* 1. § 89 (2) through (6) shall be deleted. The current paragraphs 7 through 18 shall be numbered 2 through 13.
	2. The third sentence shall be deleted in § 89 (4).
	3. § 89 (10) and (11) shall be deleted. The current paragraphs 12 and 13 shall be numbered 10 and 11.
	4. In § 91 (1) (c) the words "§ 89 (7) (b) and (8) (b)" shall be replaced by the words "§ 89 (2) (b) and (3) (b)".
	5. In § 91 (2) (d) words "§ 17a" shall added after the words "§ 17;".
	6. § 96a shall be added after § 96 and it shall read as follows, including the heading:

**"§ 96a**

**Transitional provisions effective from 1 May 2014**

* + 1. Pursuant to legal regulations effective until 30 April 2014, on 1 May the powers of the State Energy Inspection shall be transferred onto the Slovak Trade Inspection.
		2. If general binding legal regulations, with the exception of transitional provisions, use the term "State Energy Inspection" in all forms, it shall be understood as

the "Slovak Trade Inspection" in a relevant form.

* + 1. If general binding legal regulations, with the exception of transitional provisions, use the term "regional inspectorate" in all forms, it shall be understood as an "inspectorate of the Slovak Trade Inspection" in a relevant form.
		2. On 1 May 2014, any rights and obligations resulting from civil-servant relations, employment relations, property-legal relations and other legal relations shall be transferred from the State Energy Inspection onto the Slovak Trade Inspection.
		3. With regard to transfer of competencies in the area of energy, the Slovak Trade Inspection shall perform state supervision and inspection of business activities in power engineering pursuant to a special regulation.97)
		4. Any proceedings where decisions are being made about rights, lawfully protected interests or obligations of natural persons and legal entities in the scope of powers of the State Energy Inspection initiated before 30 April 2014 shall be terminated by a relevant inspectorate of the Slovak Trade Inspection.".

The footnote 97 shall read as follows:

"97) Act No. 657/2004 Coll. on heat energy, as amended.

Act No. 555/2005 Coll. on energy efficiency certification of buildings and amending certain laws, as amended.".

* 1. The words "director general" in all forms shall be replaced by words

"central director" in a relevant form in the entire text.

* 1. The Annex 1 shall read as follows:

"Annex 1 to the Act No. 251/2012 Coll.

MODEL WITHDRAWAL FORM

(complete and return this form only if you wish to withdraw from the contract)

* To............... [Here the electricity or the gas supplier’s name, surname and the place of business in the case of a natural person who is an entrepreneur, the business name and the registered office or the place of business in the case of a legal entity, or the fax No. and the e-mail address are to be inserted]:
* I hereby give notice that I withdraw from a contract for combined supply of electricity\* or a contract for combined supply of gas\*:
* Number of the contract for combined supply of electricity\* or the contract for combined supply of gas\*:

...............

* Number of the point of delivery (POD - gas)\* / (EIC - electricity)\* - Date of the contract for combined supply of electricity\* or a contract for combined supply of gas\* ....................
* Name and surname of the household consumer of electricity\* or the household consumer of gas\* ................
* Address of the household consumer of electricity\* or the household consumer of gas\* ................
* Signature of the household consumer of electricity\* or the household consumer of gas\* (only if this form is notified on paper) ................

– Date ..............

\* Delete as appropriate.".

* 1. Section 4 shall be added to the Annex 2 and it shall read as follows:

"4. 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 (OJ EU L 304, 22 November 2011).“.

**Article XIII**

The Speaker of the National Council of the Slovak Republic shall be empowered to promulgate in the Collection of Laws of the Slovak Republic a full wording of the Act No. 250/2007 Coll. on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, as results from amendments made by the Act No. 397/2008 Coll., the Act No. 318/2009 Coll., the Act No. 575/2009 Coll., the Act No. 508/2010 Coll., the Act No. 301/2012 Coll. and the Act No. 132/2013 Coll. and the present Act:

**Article XIV**

**Effectiveness**

The present Act shall become effective on 1 May 2014 with the exception of the Article I, Article II (2) through (8), Article III, Article V (2), Article VI, Article VIII (2), (4) through (6), (8) through (10), (19) through (24), (28), (31) and (36), Article XII (1) through (5), (12), (15) and (16) which shall become effective on 13 June 2014 and the Article II (1) which shall become effective on 1 April 2015.

**Ivan Gašparovič m. p.**

**Pavol Paška m. p. Robert Fico m. p.**

**Annex 1 to the Act No. 102/2014 Coll.**

**LIST OF TRANSPOSED LEGALLY BINDING ACTS OF THE EUROPEAN UNION**

1. 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 (OJ EU L 304, 22 November 2011).
2. Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ EU L 165, 18. June 2013).

**Annex 2 to the Act No. 102/2014 Coll.**

**INSTRUCTION ON EXERCISING THE CONSUMER´S WITHDRAWAL RIGHT**

1. Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day................. (complete according to instructions specified in the section 1)

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail) to the address ............... (complete according to instructions specified in the section 2) For this purpose you may use the model withdrawal form which we have submitted or sent to you.

(if you give the option to consumers to withdraw through your web page, insert the text as specified in the section 3)

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the
right of withdrawal before the withdrawal period has expired.

1. Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments you have paid in relation to concluding the contract, particularly the purchase price, including goods delivery costs. With the exception of the supplementary costs resulting from your choice of a type of delivery other than the
least expensive type of standard delivery offered by us. The payments shall be returned to you

without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back to our address or you have supplied evidence of having sent back the goods, whichever is the earliest (such text shall not be stated in contracts in which you have offered to collect the goods in the event of withdrawal).

(complete according to instructions specified in the section 4) (complete according to instructions specified in the section 5)

**Instructions for completion:**

1. Insert one of the following texts between inverted commas:
	1. in the case of a service contract or a contract on provision of digital content not supplied on a tangible medium: "of the conclusion of the contract.";
	2. in the case of a sales contract: "on which you acquire, or a third party other than the carrier and indicated by you acquires physical possession of the goods.";
	3. in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.";
	4. in the case of a contract relating to delivery of a good consisting of multiple parts or pieces: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last part or piece.";
	5. in the case of a contract for regular delivery of goods during a defined period of time: "on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.";
2. Insert your business name and the registered office or the place of business as well as your telephone number, fax number and e-mail address, if applicable
3. If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the
contract on your web page, insert the following: "If you wish, you can also electronically fill in and submit the model withdrawal form or any other unequivocal statement of withdrawal on our web page [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay."
4. In relation to goods delivery, inform the consumer how goods may be returned in the event of withdrawal:
	1. insert the form of returning the goods
		* "We will collect the goods." or
		* "You shall send back the goods or bring them to our address or hand them over to ...… [if you have authorized a certain person to receive the goods, insert their name and address] not later than

14 days from the day on which you exercised your withdrawal right. The deadline is met if you send back the goods before the period of 14 days has expired.";

* 1. insert information about settlement of cost of returning the goods
		+ "‘We will bear the cost of returning the goods.";
		+ "You will have to bear the direct cost of returning the goods.";
		+ If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their
		nature, cannot normally be returned by post: "‘You will have to bear the direct cost of returning the goods, … EUR [insert the amount]."; or if the cost of returning the goods cannot reasonably be calculated in advance: "You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately … EUR [insert the amount]."; or
		+ If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been
		delivered to the consumer’s home at the time of the conclusion of the contract: "We will collect the goods at our own expense." and
	2. insert information about consumer´s liability for damage to returned goods:

"You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods."

1. In the case of a contract for the provision of services insert the following: "If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract.".

**Annex 3 to the Act No. 102/2014 Coll.**

**MODEL WITHDRAWAL FORM**

(complete and return this form only if you wish to withdraw from the contract)

* To............... [Here the seller’s name, surname and the place of business in the case of a natural person who is an entrepreneur, the business name and the registered office or the place of business in the case of a legal entity, or the fax No. and the e-mail address are to be inserted]:
* I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the
provision of the following service (\*): ..............
* Ordered on (\*)/received on (\*) ...............
* Name and surname of consumer(s)\* ...................
* Address of consumer(s)\* ...................
* Signature of consumer(s)\* (only if this form is notified on paper)

..............

– Date ..............

\* Delete as appropriate.

1. § 2 (a) of the Act No. 250/2007 on consumer protection and amending the Act of the Slovak National Council No. 372/1990 Coll. on offences, as amended, as amended.
2. § 2 (b) of the Act No. 250/2007 Coll., as amended.
3. § 2 (i) of the Act No. 250/2007 Coll., as amended.
4. Act No. 448/2008 Coll. on social services and on amendments to the Act No. 455/1991 Coll. on licensed trade (the Trades Act) as amended.
5. Act No. 305/2005 Coll. on the social and legal protection of the child and on social custody and amending certain laws, as amended.
6. § 7 (1) of the Act No. 576/2004 Coll. on healthcare and healthcare-related services and amending certain laws, as amended.
7. § 13 of the Act No. 576/2004 Coll., as amended.
8. § 2 (b) of the Act No. 266/2005 Coll. on consumer protection in distance financial services and amending certain laws, as amended.
9. The Act No. 161/2011 Coll. on consumer protection in provision of certain tourist services and amending certain laws, as amended by the Act No. 301/2012 Coll.
10. § 2 (1) (e) of the Act No. 178/1998 Coll. on the terms and
conditions for the sale of products and provision of services in market places and amending the Act No. 455/1991 Coll. on licensed trade (the Trades Act) as amended, as amended.
11. § 5 (1) of the Act No. 351/2011 Coll. on electronic communication, as amended.
12. 3 (2) of the Act No. 171/2005 Coll. on gambling games and amending certain laws, as amended.
13. Act No. 527/2002 Coll. on voluntary auctions and on the amendment of the Slovak National Council Act No. 323/1992 Coll. on notaries and notarial activity (The
Notarial Order), as amended.
14. § 17 and 17a of the Act No. 251/2012 Coll. on energy and amending certain laws, as amended.
15. § 22a of the Act No. 442/2002 Coll. on public water distribution systems and public water sewerage systems and amending the Act No. 276/2001 Coll. on regulation in network industries, as amended.
16. Act No. 250/2007 Coll., as amended.
17. § 17 of the Act No. 455/1991 Coll. on licensed trade (the Trades Act), as amended.
18. Convention on the Rights of People with Disabilities (Communication of the Ministry of Foreign Affairs of the Slovak Republic No. 317/2010 Coll.).
19. § 622 and 623 of the Civil Code.
20. § 502 of the Civil Code.
21. § 2 (s) of the Act No. 250/2007 Coll., as amended.

21a) Act No. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amending certain laws.

21b) Article 14 (1) and (2) of the Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ EU L 165, 18 June 2013).

1. Act No. 22/2004 Coll. on electronic commerce and amending the Act No. 128/2002 Coll. on state inspection of internal market in consumer protection matters

and amending certain laws, as amended by the Act No. 284/2002 Coll., as amended by the Act No. 160/2005 Coll.

1. § 40 (4) of the Civil Code.
2. Act No. 122/2013 Coll. on personal data protection and amending certain laws.
3. § 34 (2) (a), (b) and (d) of the Act No. 324/2011 Coll. on postal services and amending certain laws, as amended.
4. § 52a (2) of the Civil Code.
5. § 58 of the Act No. 455/1991 Coll., as amended.
6. § 21 (1) (b) and (c) of the Act of the National Council of the Slovak Republic No. 152/1995 Coll. on foodstuffs, as amended.
7. § 3 (1) (b) and (c) of the Act No. 355/2007 Coll. on protection, support and development of public health and amending certain laws, as amended.
8. Act No. 71/1967 Coll. administrative proceedings (the Administrative Code), as amended.

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