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**108**

**A C T**

of 24 April 2024

**on consumer protection and amending certain laws**

The National Council of the Slovak Republic has adopted the following act:

## **ARTICLE I**

### **DIVISION ONE BASIC PROVISIONS**

#### **Section 1**

#### **Subject-matter and scope of the act**

(1) This act regulates

- a) the rights and obligations of consumers,<sup>1</sup> traders<sup>2</sup> and other persons in the offer, sale and provision of products, in the conclusion and performance of a consumer contract<sup>3</sup> (hereinafter referred to as a “contract”) and in connection therewith;
- b) the competence of public authorities in the field of consumer protection and the position of consumer organisations in resolving consumer disputes;
- c) the performance of supervision and cross-border supervisory cooperation in the field of consumer protection;
- d) proceedings on infringements and penalties for infringements of obligations laid down by this Act and legally binding acts of the European Union in the field of consumer protection or related to consumer protection<sup>4</sup> (hereinafter “legally binding act of the European Union”).

(2) This Act applies to the sale and provision of products, where performance takes place in the territory of the Slovak Republic or where performance relates to business activities in the Slovak Republic.

#### **Section 2**

#### **Definition of selected terms**

For the purposes of this Act, the following definitions apply:

- a) ‘good’ means any tangible movable item; goods also include electricity, water or gas, if they are sold in a limited volume or a set quantity, and any tangible medium that serves exclusively as a carrier of digital content, in particular CDs, DVDs, USB sticks and memory cards;
- b) ‘service’ means any activity or performance that is offered or provided to a consumer, including a digital service<sup>5</sup> and activities regulated by other legislation,<sup>6</sup> under the oversight or supervision of professional chambers or other public authorities such as consumer protection supervision authorities;

- c) 'product' means goods, services, digital content,<sup>7</sup> immovable property, electricity, water or gas that are not for sale in a limited volume or a set quantity, heat, rights and obligations;
- d) 'online marketplace' means a service using software, including a website, part of a website or an application, which allows consumers to conclude distance contracts with traders other than the online marketplace operator or consumers;
- e) 'online marketplace operator' means a person who operates and provides an online marketplace to consumers, including through another person acting in their name or on their behalf;
- f) 'durable medium' means any instrument which enables the consumer or trader to store information addressed to the consumer or trader for a period adequate for the purposes of the information and in a way that allows its unchanged reproduction and use in the future, in particular a document, e-mail, USB key, CD, DVD, memory card or computer hard drive;
- g) g) 'selling price' means:
  - 1. the final price, including value added tax and all other taxes applicable to a unit of product or a specified quantity of product;
  - 2. the total costs for one month in the case of a contract concluded for an indefinite period or a subscription contract with a monthly billing period;
  - 3. the total costs for the billing period in the case of a contract concluded for an indefinite period or a subscription contract with a billing period other than one month,
- h) 'unit price' means the final price, including value added tax and other taxes per kilogramme, litre, metre, square metre, cubic metre or other unit of quantity that is commonly and often used in the sale of the goods;
- i) 'goods sold by quantity' means goods that are not packaged and are measured or weighed in the presence of the consumer;
- j) 'commercial practice' means any act, omission, behaviour or statements, commercial communication including advertising and marketing, by a trader, directly connected with the promotion, offer, sale and supply of a product to the consumer;
- k) 'professional diligence' means the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the trader's field of activity;
- l) 'code of conduct' means an agreement or set of rules not imposed by law, regulation, decision or measure of a public authority, which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;
- m) 'consumer organisation' means a legal entity established or constituted for the purpose of protecting consumers.

### **Section 3**

#### **Basic rights of the consumer**

(1) Every consumer has the following rights:

- a) to protection of their health, safety and economic interests;
- b) to information within the scope and under the conditions of this Act and legally binding acts of the European Union;
- c) to exercise rights from liability for defects;
- d) to file a complaint with the consumer protection supervisory authority pursuant to Section 26 if they consider that their rights or legally protected interests as a consumer have been infringed;
- e) to adequate financial compensation from any person who has infringed consumer rights or consumer protection obligations if the consumer successfully asserts a breach of consumer rights or obligations in court; in determining the amount of adequate financial compensation, the court shall take into account, in particular, the nature, gravity, manner, extent, consequences, duration and circumstances of the breach of consumer rights or consumer protection obligations.

(2) The consumer is not obliged to return or store any product that a trader delivers or supplies to them without an order (hereinafter referred to as “unsolicited supply”). Failure by the consumer to act upon receipt of an unsolicited supply shall not result in the consumer incurring any obligation to pay the price or other costs for the unsolicited supply or incurring any other obligations for the consumer. Unsolicited supply includes any additional recurring supply provided to the consumer under a contract, where the consumer has not expressly requested further performance. Recurring supply is always considered unsolicited, unless the trader proves otherwise.

#### **Section 4**

##### **Basic obligations of a trader**

(1) A trader shall:

- a) sell and provide a product at the agreed price<sup>8</sup> and fees, correctly charge prices and fees when selling and providing a product and provide the consumer with a confirmation of payment of the price;<sup>9</sup>
- b) include in any business communication, including advertising and marketing of goods and services, which requires the consumer to contact the trader by a premium rate phone call or text message (SMS) to obtain goods or a service, a true and complete indication of the unit price of a call, the unit price of a text message (SMS) or the maximum possible price of a call or a text message (SMS) that the consumer is required to pay for such a call or a text message (SMS); if there is a dispute over the cost or quantity of calls or text messages (SMS) to be paid by the consumer, the trader bears the burden of proving the claim for payment and its amount;
- c) identify their establishment<sup>10</sup> in a suitable and permanently visible place with their business name and registered office or place of business and hours of operation intended for consumers;
- d) sell used goods or goods with defects separately from other goods or separately marked; this does not apply if the trader offers exclusively used goods or goods with defects;
- e) demonstrate or inspect the goods in the presence of the consumer before the conclusion of the contract, if the nature of the goods allows it and the consumer requests it;
- f) allow the consumer to check the weight or quantity of the goods sold by quantity;
- g) provide all information and documents to the consumer in Slovak or, with the consumer’s consent, in another language comprehensible for the consumer, in the format laid down by law, determined by agreement or requested by the consumer without any additional costs for the consumer in a form accessible to the consumer under an international convention to which the Slovak Republic is a party;<sup>11</sup> this does not affect the possibility to use other languages, labels, graphic symbols and pictograms,
- h) comply with the principle of equal treatment in relation to the consumer when selling or providing the product;<sup>12</sup>
- i) provide the service to the consumer in a safe manner and with professional diligence;
- j) provide the consumer with written confirmation of a service defect complaint and the period within which the defect will be remedied, which must not be longer than 30 days from the date of the service defect complaint, without delay on receiving such a complaint from a consumer;
- k) notify a consumer in writing of the reasons for the refusal to be liable for defects in a service if the trader refuses liability for defects in the service;
- l) when withdrawing from a contract, round up the payment for the product paid in cash in accordance with paragraph 3;
- m) provide cooperation to the Ministry of Economy of the Slovak Republic (hereinafter the “Ministry of Economy”) in the out-of-court settlement of a cross-border dispute between a consumer and a trader through the network of European Consumer Centres.

(2) A trader must not:

- a) use unfair commercial practices;
- b) use unfair terms<sup>13</sup> in contracts;
- c) deny a consumer any rights arising from this Act or from legally binding acts of the European Union;

- d) deny a consumer any rights arising from liability for defects under Section 622(1) of the Civil Code;
- e) breach or circumvent the obligations of the trader in relation to the exercise of a consumer's rights from liability for defects pursuant to Section 622(3) and (4) and Section 852h(6) and (7) of the Civil Code;
- f) charge a consumer fees for the use of:
  - 1. a means of payment<sup>14</sup> or
  - 2. a payment method other than a means of payment that exceeds the actual costs incurred by the trader at the time of payment;
- g) use the telephone number of the premium-rate service as the telephone number at which the consumer can contact the trader in connection with a concluded contract;
- h) act in a manner contrary to good morals; the provisions of Sections 9 to 12 are not affected hereby.

(3) Cash payment for a product on withdrawal shall be rounded to the nearest 5 cent; if the total remainder of the unrounded payment is less than half the value of 5 cent, it is rounded down and if the total remainder of the unrounded payment is equal to or greater than half the value of 5 cent, it is rounded upwards. If the payment under the first sentence is the sum of the prices of several products, rounding is applied to the final amount. Any payment of 1 cent or 2 cent is rounded up to 5 cent.

(4) A trader's obligation under paragraph 1(l) does not apply to products subject to other legislation.<sup>15</sup>

(5) A trader's obligation under paragraph 1(g) does not affect the trader's obligation to provide information in the language of a national minority under other legislation.<sup>16</sup>

(6) Acts contrary to good morals referred to in paragraph 2(h) shall be understood in particular as acts contrary to established traditions in the sale and provision of a product or which may cause harm to the consumer in the event of a failure to observe good faith, honesty, custom and practice on the part of the trader, in particular where the trader makes use of error, deceit, threat, significant inequality of the parties and a breach of contractual freedom or where there is a manifest abuse of rights.

(7) The prohibition in paragraph 2(c) also applies to a manufacturer,<sup>17</sup> the authorised representative of a manufacturer,<sup>18</sup> an importer,<sup>19</sup> a distributor<sup>20</sup> and other economic operators.<sup>21</sup>

(8) The prohibition under paragraph 2(f) does not apply to a payment service provider,<sup>22</sup> in the case of a fee charged for a payment service provided.

## **Section 5**

### **General information obligations of a trader**

(1) Before concluding a contract the subject of which is the provision of a product against payment or, where the contract is concluded on the basis of an order from the consumer, before the consumer sends the order, the trader shall, unless the information is obvious in the light of the circumstances of the conclusion of the contract or the nature of the product, notify the consumer in a clear and comprehensible manner of the following:

- a) the main characteristics of the product in an appropriate extent considering the type and nature of the product and the form in which information is provided;
- b) the business name and registered office or place of business of the trader or any person on whose behalf the trader is acting;
- c) the trader's telephone number;
- d) the selling price of the product, the manner in which this price is calculated where the nature of the product means that the price cannot reasonably be calculated in advance, freight, delivery or postal charges or, where such charges cannot be calculated in advance, the fact that such additional charges may be payable;
- e) the terms of performance, payment terms, delivery terms and the period in which the trader undertakes to deliver or provide the product;
- f) the existence and duration of the legal liability of the trader for defects in goods, digital content or a digital service and the availability of a consumer guarantee,<sup>23</sup> if provided by the trader or the manufacturer;

- g) the existence and duration of liability for defects in a service and the procedure for exercising rights from liability for defects in the service;
- h) conditions of after-sales service, if provided by the trader or the manufacturer;
- i) the duration of the contract in the case of a contract concluded for a set period of time or the conditions for termination of the contract in the case of a contract concluded for an indefinite period of time or a contract whose validity is extended automatically;
- j) information on the functionality<sup>24</sup> of goods with digital elements,<sup>25</sup> digital content or a digital service, including available technical protection measures;
- k) information on compatibility and interoperability<sup>26</sup> of goods with digital elements, digital content or a digital service known to the trader or that can reasonably be expected to be known to the trader;
- l) instructions on the right of the consumer to submit a request for redress to the trader under other legislation<sup>27</sup> with a link to the website on which information on the relevant ADR entity is published.<sup>28</sup>

(2) The consumer is obliged to pay a payment other than the payment of the selling price for the product under paragraph 1(d) if the consumer expressly agreed to this payment before the conclusion of the contract or before sending the order if the contract is concluded based on the consumer's order. The trader must not offer a consumer, in the draft contract or in any act preceding the conclusion of the contract, preselected options that the consumer must expressly reject to avoid paying additional costs.

(3) The trader shall publish information referred to in paragraph 1(l) in particular in their general terms and conditions and on their website, if established.

(4) The burden of proving compliance with the information obligations under paragraph 1 and obtaining the explicit consent of the consumer within the meaning of the first sentence of paragraph 2 shall be borne by the trader.

(5) Paragraph 1(a), (b), (d) to (k) shall not apply to a contract for the supply of electricity or gas which is not for sale in a limited volume or set quantity.

(6) Paragraphs 1(a) to (k) and 2 and 4 does not apply to the following:

- a) provision of social services<sup>29</sup> and the implementation of measures for the social and legal protection of children and social curatorship;<sup>30</sup>
- b) provision of financial services;<sup>31</sup>
- c) transfer of ownership of immovable property;
- d) leasing or letting of immovable property for residential purposes;
- e) construction or major changes to buildings which require a building permit;
- f) timeshare, provision of long-term recreational services, their exchange and intermediation of their subsequent sale;<sup>32</sup>
- g) itinerant sale<sup>33</sup> of food and drinks or of other goods intended for common consumption in households, if supplied to consumers regularly to their homes or workplaces;
- h) a contract concluded through automatic vending machines or business premises with automated sale systems;
- i) a contract concluded with an enterprise under other legislation<sup>34</sup> by the following means:
  - 1. through public telephones for the purposes of their use; or
  - 2. the subject-matter of which is a single telephone call, a single connection to the Internet or sending a single fax message;
- j) gambling operations;<sup>35</sup>
- k) sale of goods in execution or on the basis of forced execution of a decision of a public authority,
- l) a contract for the carriage of persons;
- m) a package travel contract.<sup>36</sup>

(7) Paragraphs 1 to 4 do not apply to the provision of health care<sup>37</sup> or services related to the provision of health care.<sup>38</sup>

## **Section 6**

### **Price marking of goods**

(1) A trader shall indicate the selling price and the unit price on goods in an unambiguous and easily legible manner in accordance with other legislation.<sup>39</sup> The unit price need not be indicated if it is identical to the selling price. Only the unit price shall be indicated for goods sold by quantity.

(2) The instructions on price indications in paragraph 1 do not apply to the following:

- a) goods delivered during the provision of a service;
- b) sale at a public auction;<sup>40</sup>
- c) sale of works of art and antiques.

(3) Unit prices need not be marked in the following cases:

- a) products with a nominal mass or nominal volume not exceeding 50 g or 50 ml;
- b) different types of goods if they are sold in one package at one price;
- c) goods which cannot be divided into parts without altering their quality or characteristics and the length, weight, volume or area of which is not subject to the obligation of labelling, or which are not normally marked with an indication of their length, weight, volume or area;
- d) sales of concentrated and dietetic foods, from which instant meals or partially instant meals are prepared by the addition of liquid;
- e) sales of goods through a beverage vending machine or a food vending machine;
- f) over-the-counter sales, except for goods sold by quantity,
- g) itinerant sale of food and beverages intended for direct consumption on the spot, excluding alcoholic beverages, and sale of food and beverages at an occasional market intended for direct consumption on the spot, excluding alcoholic beverages.

(4) In the case pre-packaged goods<sup>41</sup> whose net weight and net weight after drying must be indicated in accordance with other legislation,<sup>42</sup> the trader shall indicate the unit price for the net weight after drying.

## **Section 7**

### **Reducing the price goods**

(1) A trader shall indicate the previous price of goods whenever they announce a reduction in the price of such goods.

(2) The previous price of the goods is the lowest price for which the trader sold or provided the goods

- a) within the 30 days before the reduction in the price of the goods, or
- b) from the commencement of the sale or supply of goods, where the trader has sold or supplied the goods for less than 30 days before the price reduction.

(3) When gradually reducing the price of goods, the trader may indicate as the previous price of the goods the original price of the goods before the first reduction of the price of the goods, regardless of the time of sale or provision of the goods.

(4) Paragraphs 1 and 2 do not apply to goods which are liable to deteriorate or expire rapidly.<sup>43</sup>

## **Section 8**

### **Comparison of unit prices of fuels**

(1) The trader who operates a filling station<sup>44</sup> at which consumers can purchase alternative fuel,<sup>45</sup> motor gasoline<sup>46</sup> or diesel fuel<sup>47</sup> shall display the comparison of unit fuel prices published by the Ministry of Economy

pursuant to paragraph 2 in a legible manner in a visible location at their filling station where they display fuel prices.

(2) On its website, the Ministry of Economy shall publish a comparison of unit fuel prices for the previous quarter by 31 January, 30 April, 31 July and 31 October of the calendar year at the latest. The Ministry of Economy shall calculate unit fuel prices according to a common methodology for the comparison of alternative fuel unit prices.<sup>48</sup>

## **Section 9**

### **Unfair commercial practices**

(1) A commercial practice is considered unfair, if:

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

(2) Commercial practices which are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group; this is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.

(3) A significant distortion of the economic behaviour of a consumer means the use of a commercial practice to significantly limit the consumer's ability to make an informed decision, as a result of which the consumer makes a decision on a commercial transaction that they would not have made otherwise.

(4) 'Transactional decision' means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, keep or further dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting.

(5) In particular, a commercial practice is deemed unfair if it is a misleading action and misleading omission and an aggressive commercial practice. The list of commercial practices which shall in all circumstances be regarded as unfair is set out in Annex 1.

(6) Unfair commercial practices are prohibited before, during and after a transaction. The use of unfair commercial practices is also prohibited in connection with the fulfilment of a consumer's obligation, including enforcing claims arising under contract.

(7) A consumer who has been directly affected by an unfair commercial practice of a trader has the right, in line with the nature of the unfair commercial practice, to:

- a) free remediation, particularly the right to repair of the product, replacement of the product, or an additional discount on the price, if subsequent remediation is possible considering the nature and circumstances of the use of the unfair commercial practice, or
- b) withdrawal from the agreement if the trader used:
  - 1. an aggressive commercial practice at the conclusion of the contract, or
  - 2. an unfair commercial practice without which the consumer would not have concluded the contract.

(8) Withdrawal from the contract under paragraph 7(b) are governed by Section 624(6) to (9) and Section 852m of the Civil Code.

(9) Paragraph 7 is without prejudice to Section 49a of the Civil Code and the consumer's right to compensation for damages.

(10) A person or group of persons responsible for the formulation and revision of a code of conduct or for monitoring compliance with the code by those who have undertaken to be bound by it ("code owner") may

conduct proceedings on the use of an unfair commercial practice by a trader; this is without prejudice to any review of the commercial practice by a supervisory authority or a court.

(11) Paragraphs 1 to 10 and paragraphs 10 to 12 are also applicable to a person acting on a trader's behalf or for a trader's account in the course of a commercial practice.

### **Section 10**

#### **Misleading actions**

(1) A commercial practice shall be regarded as misleading if it causes or is likely to cause a consumer to make a transactional decision that they would not have made otherwise because it contains false information and is therefore untruthful or in any way deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements:

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

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

- a) any marketing of a product, including comparative advertising, which creates confusion with any products, trademarks, trade names or other distinguishing marks of a competitor;
- b) the trader's non-compliance with commitments contained in codes of conduct by which the trader has undertaken to be bound, where the commitment is not aspirational but is firm and is capable of being verified and the trader indicates in a commercial practice that they are bound by the code; or
- c) marketing of goods in a way that presents goods as being identical to goods marketed in other Member States of the European Union or in States which are Contracting Parties to the Agreement on the European Economic Area (hereinafter referred to as "Member States") although the goods have substantially different composition or characteristics; a commercial practice shall not be regarded as misleading if the different composition and characteristics of the goods are justified by legitimate or objective factors.

### **Section 11**

#### **Misleading omissions**

(1) A commercial practice shall be regarded as misleading if, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or could cause the average consumer to take a transactional decision that they would not have taken otherwise.

(2) A commercial practice shall also be regarded as a misleading omission when, taking account of all its features and circumstances and the limitations of the communication medium, a trader hides or provides in an



unclear, unintelligible, ambiguous or inappropriate manner material information that the average consumer needs, according to the context, to take an informed transactional decision or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or could cause the average consumer to take a transactional decision that they would not have taken otherwise.

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

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

- a) the main characteristics of the product, to an extent appropriate to the medium and the product;
- b) the business name and address or place of business of the trader and of the person on whose behalf the trader is acting;
- c) the selling price of the product, the manner in which this price is calculated where the nature of the product means that the price cannot reasonably be calculated in advance, freight, delivery or postal charges or, where such charges cannot be calculated in advance, the fact that such additional charges may be payable;
- d) the arrangements for payment, delivery and performance, if they depart from the requirements of professional diligence;
- e) for contracts involving a right of withdrawal or cancellation, the existence of such a right;
- f) for products offered on online marketplaces, whether the third party offering the products is a trader or not, on the basis of the declaration of that third party to the provider of the online marketplace.

(5) For the purposes of paragraph 4, 'invitation to purchase' means a commercial communication which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase.

(6) The material information referred to in paragraphs 1 and 2 includes information on:

- a) whether and how the trader ensures that the ratings of the products that they sell or provide come from consumers who have actually purchased or used the product, if the trader provides consumers with access to product ratings;
- b) the main parameters that determine the ranking of products presented in response to an online search query,<sup>49</sup> and the relative importance of those parameters as opposed to other search parameters where consumers have the possibility to search the online interface using a keyword, phrase or other input for products offered by different traders or other persons, regardless of whether the contract is concluded in the same online interface; the information shall be provided in a separate section of the online interface that is directly and easily accessible from the online interface where the search results are presented.

(7) The order of products referred to in paragraph 6(b) means the relative priority given to products presented, organised or communicated by the trader, irrespective of the technological means used for such presentation, organisation or communication.

(8) Paragraph 6(b) shall not apply to the provider of an online search engine.<sup>50</sup>

(9) Information requirements under Sections 5(1), 15(1) and other legislation<sup>51</sup> shall be regarded as material information requirements in commercial communications, including advertising or marketing.

## **Section 12**

### **Aggressive commercial practices**

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

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

- a) its timing, location, nature or persistence;
- b) the use of threatening or abusive language or behaviour;
- c) the deliberate misuse of misfortune or circumstances which are so serious as to impair the consumer's judgement to influence the consumer's decision in relation to the product;
- d) any onerous or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another trader; or
- e) any threat of the trader to take any action that cannot legally be taken.

(3) For the purposes of paragraphs 1 and 2, 'undue influence' means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision.

### **Section 13**

#### **Prohibited debt enforcement practices**

(1) A person who, on their own behalf or on behalf of a creditor, enforces a claim under a contract shall not, in connection with the enforcement or recovery of the claim, personally visit a consumer or persons close to them<sup>52</sup> in their home or place of work without the consumer's prior express consent and shall not contact or in any way harass a consumer or persons close to them on Saturdays, non-working days<sup>53</sup> and other days between the hours of 6 p.m. and 8 a.m. on the following day.

(2) A person referred to in paragraph 1 is subject to the obligations under section 4(2)(a) to (c) and (f) to (h).

(3) A person referred to in paragraph 1 may recover costs from the consumer only up to the amount of the costs that they reasonably incur in establishing or recovering the claim. A person referred to in paragraph 1 shall provide the consumer with a quantification of the costs free of charge and, at the consumer's request, justify the manner in which the costs have been calculated.

(4) Paragraphs 1 to 3 do not apply to the performance of the activities of a court-appointed executor under other legislation,<sup>54</sup> the performance of the activities of a lawyer under other legislation,<sup>55</sup> and the performance of the activities of a notary under other legislation.<sup>56</sup>

**DIVISION TWO**  
**SPECIAL PROVISIONS ON DISTANCE AND OFF-PREMISES CONTRACTS**

**Section 14**  
**Distance contracts and off-premises contracts**

(1) A distance contract is a contract between the trader and the consumer agreed and concluded exclusively through one or more means of distance communication without the simultaneous physical presence of the trader and the consumer, in particular by using an online interface, electronic mail, telephone, fax, addressed letter or offer catalogue.

(2) An off-premises contract is one concluded between the trader and the consumer concluded outside the business premises of the trader:

- a) concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- b) which was proposed by the consumer in a place which is not the business premises of the trader;
- c) concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader; or
- d) concluded during or in connection with a sale event.

(3) For the purposes of paragraph 2, 'business premises' means an establishment or other premises where a trader or the person acting on the trader's behalf or for the trader's account carries on their business or profession on a usual basis. Premises used by traders and the organisers of sales events to organise and hold one-off sales and presentation business activities shall not be regarded as an establishment.

(4) A sales event is an event that takes place outside the business premises of the trader and the consumer's home and is intended for a limited number of consumers with access by means of a addressed message that clearly indicates that the event is by invitation (hereinafter referred to as an "invitation") and that its purpose is the presentation, offering, sale or provision of a product if the trader concludes a contract with the consumer during the event or within 15 working days after the event. A sale at a public auction or an event exclusively for the purpose of the tasting and consumption of food and beverages associated with their sale or the demonstration and sale of cosmetic products shall not be regarded as a sales event unless other products are also presented, offered and sold.

(5) The provisions of sections 14 to 22 apply to:

- a) a consumer sales contract;<sup>57</sup>
- b) a consumer contract for the production of an item to order;<sup>58</sup>
- c) a digital supply contract;<sup>59</sup>
- d) a contract under which the trader provides or undertakes to provide a service to a consumer for consideration;
- e) a contract for the supply of water not put up for sale in a limited volume or set quantity, and a contract for the supply and collection of heat;
- f) a contract for the supply of electricity or gas which is not for sale in a limited volume or in a set quantity, except where Section 15(1)(c), (f) to (i), and Sections 19 to 22 apply.

(6) The provisions of sections 14 to 22 do not apply to:

- a) provision of social services and the implementation of measures for the social and legal protection of children and social curatorship;
- b) provision of health care and health care-related services;
- c) provision of financial services;
- d) transfer of ownership of immovable property;

- e) leasing or letting of immovable property for residential purposes;
- f) construction or major changes to buildings which require a building permit;
- g) timeshare, provision of long-term recreational services, their exchange and intermediation of their subsequent sale;
- h) itinerant sale of food and drinks or of other goods intended for common consumption in households, if supplied to consumers regularly to their homes or workplaces;
- i) a contract concluded through automatic vending machines or business premises with automated sale systems;
- j) a contract concluded with an enterprise under other legislation<sup>34</sup> by the following means:
  - 1. through public telephones for the purposes of their use; or
  - 2. the subject-matter of which is a single telephone call, a single connection to the Internet or sending a single fax message;
- k) gambling operations;
- l) sale of goods in execution or on the basis of forced execution of a decision of a public authority,
- m) a contract for the transport of persons, except under Section 17(3) to (6);
- n) a tour contract, except under the second sentence of paragraph 1, and paragraphs 3 to 6 of Section 17;
- o) a contract for connection to the distribution system and a contract for on access to the distribution system and distribution of electricity,<sup>60</sup>
- p) a contract for connection to the distribution network and a contract for access to the distribution network and distribution of gas.<sup>61</sup>

(7) Off-premises contracts are exempt from the application of Sections 5(1)(c) and (f) to (k), 15, 17 and 19 to 22 if the total price, including freight, delivery and postal charges as well as other costs and fees that the consumer is required to pay under the contract do not exceed €25 and the trader informs the consumer of this before the conclusion of the contract. The total price includes all performances of the consumer under subordinate contracts<sup>62</sup> and all contracts that the consumer and the trader conclude at the same time.

## **Section 15**

### **Specific information obligations of the trader in respect of distance and off-premises contracts**

(1) Before concluding a distance or off-premises contract or before the consumer places an order, if the contract is concluded on the basis of the consumer's order, the trader shall provide the customer in a clear and comprehensible manner the information specified in Section 5 and the following information:

- a) the trader's e-mail address;
- b) another means of online communication which enables the consumer to store on a durable medium the content of the written communication with the trader, including the date and time of the communication, if the trader uses it to communicate with the consumer;
- c) the address of the trader, or of the person on whose behalf the trader is acting, where the consumer may exercise rights from liability for defects of the product, withdraw from the contract, request redress or make any other complaint, if different from the address referred to in Section 5(1)(b);
- d) information that the sales price is determined for a specific consumer or group of consumers on the basis of automated decision-making, including profiling;<sup>63</sup>
- e) the price for the use of means of distance communication that may be used for the conclusion of the contract, where the price is calculated on the basis of a premium rate;
- f) information on the consumer's right to withdraw from the contract under Section 19(1), the conditions, time limit and procedures for exercising that right; the trader shall also provide the consumer with the model withdrawal form set out in the Annex 2;

- g) information on the consumer's obligation to bear the costs of returning the goods after withdrawal pursuant to Article 19(1) and the cost of returning goods if the consumer withdraws from a distance contract where the nature of the goods prevents them being returned by post;
- h) information on the consumer's obligation to pay the trader the price for the performance actually provided pursuant to Section 21(5) if the consumer withdraws from a contract pursuant for the provision of a service to Section 19(1), after express consent has been given to the trader within the meaning of Section 17(10)(c);
- i) if the consumer is not entitled to withdraw from the contract pursuant to Article 19(1), notification of this situation, or information on circumstances in which the consumer loses the right to withdraw from the contract;
- j) the minimum duration of the consumer's obligations, if established by the contract;
- k) information on any obligation for the consumer to pay an advance or provide other financial guarantees at the trader's request and the conditions for performance of such obligation if applicable.

(2) In respect of a sale at a public auction, the particulars of the trader referred to in paragraph 1(a) to (c) and in Section 5(1)(b) and (c) may be replaced by the particulars of the auctioneer.

(3) If a trader offers, sells or provides products through distance selling or off-premises, they shall provide the consumer with the contact details referred to in paragraph 1(a) to (c) and in Section 5(1)(b) and (c) by means of communication which enable the consumer to contact the trader quickly and to communicate effectively with them.

(4) The trader shall provide the information referred to in paragraph 1:

- a) in a manner appropriate to the means of distance communication used in the case of a distance contract; where the trader provides the information on a durable medium, it must be readable for the consumer;
- b) legibly on paper or, with the consumer's consent, on another durable medium in the case of an off-premises contract.

(5) Before the conclusion of the contract, the trader shall provide the consumer primarily the information referred to in paragraph 1(f) or other legislation<sup>64</sup> except for the model withdrawal form set forth in Annex 2 or other legislation<sup>65</sup> and the information referred to in Section 5(1)(a), (b), (d) and (i), if the trader and consumer conclude the contract using a means of distance communication that allows only limited time or space to provide all the information referred to in paragraph 1 and Section 5(1), especially by telephone or text message. The trader shall provide the information referred to in the first sentence through the means of distance communication used. The other information referred to in paragraph 1, Section 5(1) and other legislation,<sup>66</sup> including the model withdrawal form set forth in Annex 2 or other legislation<sup>65</sup> shall be provided by the trader in accordance with paragraph 4(a).

(6) The information obligation under paragraph 1(f) to (h) shall be deemed to be fulfilled if the trader provides the consumer with a duly completed instruction on the exercise of the right of withdrawal as set out in Annex 3. This is without prejudice to the requirement to provide information in plain and intelligible language under paragraph 1.

(7) If the trader has failed to comply with the information obligation regarding reimbursement of freight, delivery and postage charges, or other costs or charges pursuant to Section 5 (1)(d) or the information obligation on the reimbursement of the costs of returning the goods pursuant to paragraph 1(g), the consumer shall not be obliged to pay those costs or charges and the trader shall not require the consumer to pay such costs or charges.

(8) The information referred to in paragraph 1 and in section 5(1) shall form an integral part of a distance contract or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.

(9) The trader shall have the burden of proving compliance with the information obligations under paragraphs 1 and 5.

**Section 16****Information obligations of the provider of an online marketplace**

(1) Before the conclusion of a contract on an online marketplace or before an offer on an online marketplace becomes binding for the consumer, the provider of the online marketplace must provide the consumer, in a clear and comprehensible manner and in a way appropriate to the means of distance communication, with the following information:

- a) the main parameters determining the ranking of offers pursuant to Section 11(7) in the consumer's search result on the online marketplace and the relative importance of those parameters as opposed to other search parameters;
- b) whether the third party offering products on the online marketplace is a trader or not, based on the declaration of that third party to the provider of the online marketplace,
- c) information that the contract will not be subject to consumer protection legislation if the person referred to in point (b) is not a trader,
- d) the division of obligations relating to the contract concluded on the online marketplace, where the online marketplace operator and the person referred to in point (b) share in their performance.

(2) The provider of the online marketplace shall make available the information under paragraph 1(a) in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented.

(3) Paragraph 1 shall be without prejudice to the information obligations of the trader under Section 5(1) and Section 15(1) and (5) if the trader offers the produce on an online marketplace.

**Section 17****Other obligations of the trader and the online marketplace operator in respect of distance and off-premises contracts**

(1) At the start of any telephone call intended to present an offer to conclude or modify a contract, the trader, or the person acting on the trader's behalf or for the trader's account, shall communicate to the consumer the trader's identification data in accordance with Section 5(1)(b), the commercial intent of the telephone call and the consumer's obligation to pay the price and other costs and fees relating to the delivery or provision of the product. A distance contract as referred to in the first sentence shall be concluded when the consumer's consent to the content of the offer is delivered to the trader on a durable medium.

(2) The trader shall ensure that, at the latest at the beginning of the customer's order creation process, the online interface displays clear and legible information on any restrictions on the delivery or provision of the product and information on the payment methods that the consumer may use to pay the price.

(3) In a distance contract concluded by electronic means, the trader shall, immediately before the consumer sends the order, explicitly, unambiguously and comprehensibly communicate the information referred to in Section 5(1)(a), (d) and (i) and Section 15(1)(j) if the contract places the consumer under an obligation to pay. This is without prejudice to the information obligations of the trader under Section 5(1) and Section 15(1).

(4) The trader shall ensure that the consumer expressly acknowledges being informed of the obligation to pay the price when placing the order. Where the placing of an order requires the pressing of a button or the activation of a similar function in the online interface, the button or function must be marked in an easily legible manner with the words 'order with obligation to pay' or similar wording which unambiguously communicates that the placing of the order entails an obligation on the consumer to pay the price.

(5) The provider of an online marketplace is also subject to the obligations under paragraphs 2 to 4 where the consumer places an order or enters into a contract with a trader directly on the online marketplace.

(6) The consumer shall not incur any obligations under the contract or in connection with the placing of the order if the trader or the operator of the online marketplace breaches the obligations under paragraph 4.

(7) At the start of a visit to the consumer, the trader, or the person acting in the trader's name or for the trader's account, shall communicate to the consumer the trader's identification data in accordance with

Section 5(1)(b), the commercial intent of the visit and the consumer's obligation to pay the price and other costs and fees relating to the delivery or provision of the product and, depending on the character of the visit, the withdrawal period laid down by Section 20(1) or other legislation,<sup>64</sup> if the purpose of the visit is to conclude a contract or a proposal to conclude or modify a contract.

(8) During a trader visit to a consumer that the consumer did not request or give express consent to in advance (hereinafter referred to as an "unsolicited visit") and during the withdrawal period laid down by Section 20(1)(b) or other applicable legislation,<sup>64</sup> the trader, or the person acting in the trader's name or for the trader's account, must not request or accept from the consumer any payment related to the contract.

(9) The trader shall have the burden of proving a consumer's prior request or granting of express consent.

(10) Before commencing the performance of a service, the supply of water not put up for sale in a limited volume or set quantity, the supply of heat or the supply of digital content supplied by the trader other than on a tangible medium, under a distance or off-premises contract placing the consumer under an obligation to pay the price, before expiry of the withdrawal period under Section 20(1) has expired, the trader shall:

- a) specifically inform the consumer that, by consenting to the commencement of
  - 1. the provision of the service before the expiry of the withdrawal period, the consumer loses the right to withdraw from the contract once the service has been fully performed; or
  - 2. the supply of digital content supplied by the trader other than on a tangible medium before the expiry of the withdrawal period, the consumer loses the right of withdrawal;
- b) request a declaration from the consumer that they have received the information referred to in point (a); and
- c) request the consumer's explicit consent to the commencement of the provision of the service or the supply of water, heat or digital content before the expiry of the withdrawal period.

(11) In the case of an off-premises contract, the consumer declaration referred to in paragraph 10(b) and the consumer's explicit consent referred to in paragraph 10(c) must be recorded on a durable medium.

(12) The trader shall, at the latest on delivery of the product or on commencement of the provision of the service, deliver to the consumer a confirmation of the conclusion of the distance contract on a durable medium. Such confirmation shall contain:

- a) the information referred in Section 5(1) and Section 15(1) if the trader did not provide it to the consumer before the conclusion of the contract;
- b) confirmation of the consumer's declaration referred to in paragraph 10(b) and confirmation of the consumer's express consent referred to in paragraph 10(c) or other legislation,<sup>67</sup> if the consumer has provided it.

(13) Immediately after the conclusion of an off-premises contract, the trader shall deliver to the consumer in paper form or, with the consumer's consent, on another durable medium:

- a) a copy of the contract or a confirmation of the conclusion of the contract; and
- b) confirmation of the consumer's declaration referred to in paragraph 10(b) and confirmation of the consumer's express consent referred to in paragraph 10(c) or other legislation,<sup>67</sup> if the consumer has provided it.

## Section 18

### Rights and obligations relating to a sales event

(1) The organiser of a sales event must include in the invitation to the sales event:

- a) the name and registered office or place of business of the organiser of the sales event;
- b) the place and time of the sales event;
- c) the focus of the sales event including indication of the products that will be presented or sold at the sales event and the price at which they will be offered to consumers;
- d) the name and registered office or place of business of all the traders who will be presenting or selling products at the sales event, unless the organiser of the sales event is the only trader;

- e) definition of the class of persons for whom a sales event is intended if it is intended to have a limited scope;
- f) the pick-up date, time and location, the type and conditions of transport, if the sales event includes the transport of consumers to the venue of the sales event.

(2) The organiser of a sales event shall submit a notice to the Slovak Trade Inspection including the information referred to in paragraph 1(a) and (b) via the Slovak Trade Inspection website no later than 14 days before the sales event takes place. The organiser of the sales event shall attach to the notice under the first sentence a copy of the invitation and the draft text of all contracts that consumers will be able to conclude at the sales event or in connection therewith.

(3) The Slovak Trade Inspection shall publish the notice and attachments referred to in paragraph 2 on its website no later than three days before the sales event takes place. The Slovak Trade Inspection shall not publish the notification and its attachments if:

- a) the organiser of the sales event does not submit the notification and attachments referred to in paragraph 2 in a timely manner;
- b) the invitation does not include the information referred to in paragraph 1;
- c) the Slovak Trade Inspection has knowledge that the statutory body, a member of the statutory body or a partner in the company that is the organiser of the sales event, or a trader under paragraph 1(d), is an untrustworthy person; 'untrustworthy person' means a person that was the statutory body, a member of the statutory body or a partner in a company that organised a sales event or acted as a trader at the time of a sales event involving a particularly serious breach of the law for which the trade licence of the sales event organiser or trader was revoked.

(4) The organiser of a sales event cannot refuse admission to a sales event to any person who presents an invitation; this does not apply if participation is impossible owing to the number of participants in the sales event. The organiser of a sales event cannot refuse admission to a sales event to any person whose transportation to the venue of the sales event was arranged by the organiser or a trader under paragraph 1(d).

(5) The organiser of a sales event is responsible for ensuring that the products presented, offered, sold or provided at the sales events are those specified in the invitation and are presented, offered, sold or provided only by the traders specified in the invitation for a selling price not exceeding the price specified in the invitation.

(6) During a sales event and its accompanying activities such as draws, games with prizes and product giveaways, the organiser of the sales event or a trader under paragraph 1(d) must not separate a consumer from other participants in the sales event or subject a consumer to other circumstances or actions that could have the effect of unduly influencing the consumer's decision to conclude or perform a contract.

(7) The organiser of a sales event or a trader under paragraph 1(d) must not request or accept from a consumer payment related to a contract during a sales event and during the withdrawal period laid down by Section 20(1)(b) or other legislation.<sup>64</sup>

(8) The organiser of a sales event or a trader under paragraph 1(d) must provide transport from a consumer from the venue of the sales event to the pick-up point referred to in the invitation or another location agreed with the consumer regardless of whether the consumer decides to conclude a contract at a sales event or in connection therewith if the organiser of the sales event or trader under paragraph 1(d) provided transport for the consumer to the venue of the sales event.

(9) The provisions of paragraphs 2, 3 and 7 do not apply to a sales event during which a product is offered, sold or made available based on a mail order catalogue if:

- a) the consumer had the opportunity to study the mail order catalogue in advance without the trader being present;
- b) the mail order catalogue or contract includes information on the consumer's right to withdraw from a contract concluded at a sales event or in connection therewith under Section 19(1) during the period under Section 20(1)(b); and
- c) consumers are shown and offered only products from the mail order catalogue during the sales event.



(10) A contract concluded during or in relation to a sales event shall be ineffective if:

- a) the organiser of the sales event does not comply with an obligation under paragraph 2;
- b) the Slovak Trade Inspection does not publish the notice and the attachments under paragraph 2 for reasons referred to in paragraph 3;
- c) the organiser of the sales event conducts the sales event in a way that is manifestly contrary to the notice or its attachments referred to in paragraph 2; or
- d) it relates to the sale or provision of a product in contravention of paragraph 5 or paragraph 9(c).

## Section 19

### Right of withdrawal from distance and off-premises contracts

(1) The consumer has the right to withdraw from a distance contract and a contract concluded away from the trader's business premises without giving any reason within the period referred to in section 20(1) to (3), except in the case of a contract relating to:

- a) the provision of a service, if:
  - 1. the service has been fully performed; and
  - 2. the provision of the service began before the expiry of the withdrawal period with the consumer's prior express consent and acknowledgement that they have been duly informed that, by giving their consent, they lose the right to withdraw from the contract once the service had been fully performed, if the contract places the consumer under an obligation to pay;
- b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- c) the supply of goods made to the consumer's specifications or personalised goods;
- d) the supply of goods which are liable to deteriorate or expire rapidly;
- e) the supply of goods sealed in a protective packaging which is not suitable for return due to health protection or hygiene reasons, if unsealed after delivery;
- f) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
- g) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
- h) the performance of urgent repairs or maintenance during a visit to the consumer's premises which the consumer has expressly requested from the trader; this shall not apply to a contract for the provision of a service other than repair or maintenance or to a contract for the supply of goods other than a spare part necessary for the performance of the repair or maintenance, where such contracts are concluded during the trader's visit to the consumer's premises without the consumer ordering those goods or services in advance;
- i) the supply of sealed audio, video or audiovisual recordings or sealed computer software which were unsealed after delivery;
- j) the supply of periodicals other than under a subscription contract;
- k) goods purchased at public auction;
- l) 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 by the trader;
- m) the supply of digital content which the trader supplies otherwise than on a tangible medium, if:
  - 1. the supply of the digital content has begun; and
  - 2. the consumer has given their express consent for the supply of the digital content to begin before the expiry of the withdrawal period, they have declared that they have been duly informed that by giving their consent they lose the right of withdrawal by commencing the supply of the digital content and the trader has provided the consumer with confirmation under Section 17(12)(b) or (13)(b) if the contract places the consumer under an obligation to pay.

(2) A consumer is entitled to withdraw from a contract without giving reasons during a period under Section 20(1)(b), (2)(b) and (3) if the consumer concluded a contract referred to in paragraph 1(a) to (c) or (e) with the trader at a sales event or during an unsolicited visit.

(3) In the case of a distance or off-premises contract for repair, if a consumer has expressly requested a trader's visit for the purpose of carrying out repairs and performance has begun with the prior express consent of the consumer, the consumer loses the right to withdraw from such a contract as soon as the service is fully performed.

## **Section 20**

### **Exercise of the right of withdrawal from distance and off-premises contracts**

(1) A consumer may withdraw from a distance or off-premises contract up to:

- a) 14 days from the date of
  - 1. the consumer's receipt of goods in accordance with paragraph 4,
  - 2. the conclusion of a service contract;
  - 3. the conclusion a contract for the supply of water not put up for sale in a limited volume or set quantity, or a contract for the supply and collection of heat;
  - 4. the conclusion of a contract for the supply of digital content which the trader supplies otherwise than on a tangible medium,
- b) 30 days from the conclusion of a contract during or in connection with an unsolicited visit or sales event.

(2) If the trader provides the consumer with the information referred to in section 15(1)(f) only after conclusion of the contract, but no later than 12 months after the start of the withdrawal period referred to in paragraph (1), the consumer may withdraw from the distance contract or the contract concluded away from the trader's business premises up to:

- a) 14 days from the date on which the trader provides the mandatory information on a withdrawal period under paragraph 1(a) if it is provided at a later date; or
- b) 30 days from the date on which the trader provides the mandatory information on a withdrawal period under paragraph 1(b) if it is provided at a later date.

(3) If the trader has not provided the consumer with the information referred to in Section 15(1)(f) or paragraph 2, the consumer may withdraw from the distance or off-premises contract within 12 months of the expiry of the period referred to in paragraph 1.

(4) (4) The consumer is regarded as having received the goods from the moment when the consumer or a third party other than the carrier and indicated by the consumer takes possession of all parts of the ordered goods; or if:

- a) goods ordered by the consumer in one order are delivered separately, at the moment of taking possession of the goods delivered last;
- b) goods composed of multiple lots or pieces are delivered, at the moment of taking possession of the last lot or piece;
- c) there are repeat deliveries of goods during a defined period of time, at the moment of taking possession of the first goods.

(5) The consumer may withdraw from a distance or off-premises contract for the supply of goods even before the withdrawal period has started.

(6) The consumer may exercise the right of withdrawal from a distance or off-premises contract in paper form or in the form of an entry in another durable medium and, where the contract has been concluded orally, any clearly worded statement by the consumer expressing the consumer's wish to withdraw from the contract (hereinafter referred to as "notice of withdrawal") is sufficient to exercise the consumer's right of withdrawal. The consumer may use the model withdrawal form set forth in Annex 2.

(7) Withdrawal shall be regarded as taking place within the withdrawal periods under paragraphs 1 to 3 if the consumer sends a notice of withdrawal to the trader no later than the last day of the period.

(8) In the event of doubt as to delivery, the notice of withdrawal sent by the consumer shall be deemed to have been delivered on expiry of a period adequate for the method of delivery used if the consumer can prove that the notice of withdrawal was sent to the address communicated by the trader to the consumer pursuant to Section 5(1)(b) or Section 15(1) (a) to (c) or to another address that the trader communicated to the consumer after the conclusion of the contract. Notification of withdrawal from the contract shall be deemed delivered on the date of its dispatch to the trader at the address referred to in the first sentence if the postal item containing the notification of withdrawal from the contract cannot be delivered to the trader for reasons laid down in other legislation.<sup>68</sup>

(9) Upon receipt of a notice of withdrawal, the trader shall immediately provide the consumer with proof of receipt in a durable medium if the consumer has withdrawn from the contract using a specific function or withdrawal form available in the trader's online interface.

(10) The consumer may withdraw from a contract only in respect of a specific product or products if the trader has supplied or provided several products under a distance or off-premises contract.

(11) The effects of withdrawal from a distance or off-premises contract also apply to any ancillary contract to the contract from which the consumer has withdrawn; this shall not apply if the parties expressly agree on the continuation of the ancillary contract.

(12) 'Ancillary contract' as referred to in paragraph 11 means any contract for the supply or provision of another product related to the subject-matter of the distance contract or an off-premises contract regardless of whether the product is supplied or provided by the trader or by a third party on the basis of an arrangement between that third party and the trader.

(13) In connection with the termination of an ancillary contract under paragraph 11, the trader or third party may claim from the consumer only reimbursement of the costs referred to in Section 21(3) and (5) and Section 22(3)

(14) Paragraph 11 shall not affect a linked credit agreement.<sup>69</sup>

(15) The consumer shall have the burden of proving their exercise of the right of withdrawal.

## **Section 21**

### **Rights and obligations of the consumer after withdrawal from distance and off-premises contracts**

(1) Within 14 days from the date of withdrawal from a distance or off-premises contract under Section 19(1), the consumer shall send the goods back or hand them over to the trader or the person authorised by the trader to receive the goods unless the trader offers to collect the goods themselves or have them collected by an authorised person. The deadline under the first sentence shall be deemed to have been met if the consumer sends the goods to the trader on or before the last day of the period.

(2) The consumer shall be entitled to refuse to return goods acquired under a contract concluded during or in connection with an unsolicited visit or a sales event until the trader returns the price paid to the consumer.

(3) If the consumer withdraws from a distance or off-premises contract using the procedure under Section 19(1), the consumer shall be liable only for the cost of returning the goods to the trader or the person authorised by the trader to receive the goods; this shall not apply if the trader has agreed to bear the costs themselves or if the trader has failed to provide the mandatory information referred to in Section 15(1)(g).

(4) The consumer shall be liable for a reduction in the value of goods resulting from handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods unless the trader failed to provide the mandatory information referred to in Section 15(1)(f).

(5) When using the procedure under Section 19(1) to withdraw from a distance or off-premises contract for services, for the supply of water not put up for sale in a limited volume or set quantity, or the supply of heat, the consumer shall pay the trader the price of performance actually provided to the date of delivery of notice

of withdrawal if the consumer gave the express consent referred to in Section 17(10)(c). The price for performance actually provided shall be calculated as a proportionate part of the total price agreed in the contract. If the total price is excessive, the proportionate amount shall be calculated on the basis of the market value of what has been provided.

(6) The consumer shall bear no liabilities or costs when withdrawing from a distance or off-premises contract using the procedure under Section 19(1) other than those referred to in paragraphs 1 and 3 to 5, and the obligation to reimburse supplementary costs under Section 22(3).

## **Section 22**

### **Rights and obligations of the trader after the consumer's withdrawal from distance and off-premises contracts**

(1) Within 14 days from receiving notice of withdrawal, the trader shall return to the consumer all payments received from them under or in connection with the distance or off-premises contract and any ancillary contract, including freight, delivery and postage charges, as well as other costs and charges.

(2) The trader shall return payments to the consumer pursuant to paragraph 1 in an extent corresponding to the extent of the withdrawal from the contract if the consumer does not withdraw from the whole distance or off-premises contract. The trader shall not charge the consumer supplementary costs for freight, delivery and postage charges, as well as other costs and charges.

(3) The trader shall not be required to reimburse the supplementary costs if the consumer has expressly chosen a type of delivery other than the least expensive type of standard delivery offered by the trader. Supplementary costs shall be understood as any difference between the costs of delivery chosen by the consumer and the costs of the least expensive type of standard delivery offered by the trader.

(4) The trader shall not require the consumer to reimburse costs for:

- a) the provision of a service, the supply of water not put up for sale in a limited volume or set quantity or the supply of heat during the withdrawal period under Section 20(1) to (3), regardless of the scope of performance provided, if:
  - 1. the trader did not provide the consumer with the information referred to in Section 15(1)(f) or (h); or
  - 2. the consumer did not give the trader express consent to begin provision of the service or the supply of water or heat pursuant to Section 17(10)(c);
- b) the supply by the trader, in full or in part, of digital content otherwise than on a tangible medium where:
  - 1. the consumer did not give the trader express consent to begin supply of digital content pursuant to Section 17(10)(c);
  - 2. the consumer did not declare that they had been duly informed of losing their right of withdrawal when granting their consent pursuant to the first point; or
  - 3. the trader did not provide the consumer with the confirmation referred to in Section 17(12)(b) or (13)(b).

(5) When the consumer withdraws from a distance or off-premises contract for the supply of goods, the trader shall not be obliged to reimburse the consumer for the payments referred to in paragraph 1 until the goods are returned to the trader or the consumer presents evidence that the goods have been sent back to the trader, unless the trader offers to collect the goods themselves or have them collected by a person authorised by the trader.

(6) The trader shall return the payments referred to in paragraph 1 to the customer by the same means that the consumer used for payment; this is without prejudice to the trader's right to agree with the consumer on a different method of payment if the customer is not charged any fee in connection with the payment.

(7) The trader shall ensure the collection of the goods at their own expense within the period referred to in paragraph 1 if, under an off-premises contract, the goods were delivered to the consumer's home at the time of conclusion of the contract and, considering the nature of the goods, the goods cannot be sent back to the trader by post.

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(8) Unilateral set-off of the claims of the trader and the consumer resulting from withdrawal using the procedure under Section 19(1) is prohibited.

(9) Withdrawal from a distance or off-premises contract for digital content or a digital service is governed by:  
Section 852m(3) and (5) to (8) of the Civil Code.

**DIVISION THREE**  
**PUBLIC ADMINISTRATION IN THE FIELD OF CONSUMER PROTECTION AND CONSUMER ORGANISATIONS**

**Section 23**  
**Public administration authorities for consumer protection**

The public administration authorities for consumer protection matters include:

- a) the Ministry of Economy;
- b) the Ministry of Finance of the Slovak Republic, which is responsible for the creation and implementation of financial market policy, including consumer protection in the provision of financial services;<sup>70</sup>
- c) the supervisory authorities referred to in Section 26

**Section 24**  
**Competence of the Ministry of Economy in the field of consumer protection**

With respect to consumer protection matters, the Ministry of Economy:

- a) is responsible for the development and implementation of a consumer protection policy in addition to consumer protection in the provision of financial services;
- b) coordinates the performance of state administration;
- c) is responsible for international cooperation and exchange of information;
- d) performs the duties of a single liaison office;<sup>71</sup>
- e) informs the European Commission of persons authorised to send external alerts under Section 40;
- f) directs and provides methodological guidance and oversight for the Slovak Commercial Inspection.
- g) informs consumers of their rights, obligations and means of enforcing their rights;
- h) provides assistance to consumers in disputes relating to unjustified geo-blocking or other forms of discrimination based on the consumer's nationality or place of residence under other legislation;<sup>72</sup>
- i) provides advice and assistance to consumers in the out-of-court settlement of cross-border disputes between consumers and traders through the European Consumer Centre Network;
- j) performs other duties under other legislation.<sup>73</sup>

**Section 25**  
**Consumer organisations and the committee for the assessment of conditions in consumer contracts and unfair commercial practices of traders**

(1) A consumer organisation can represent a consumer in the out-of-court settlement of a consumer dispute or proceedings before a public authority based on a power of attorney.

(2) A consumer organisation that does not act as an alternative dispute resolution entity can, with the consent of both parties to the dispute, intermediate an independent out-of-court settlement of a consumer dispute in accordance with its own rules for out-of-court settlement of consumer disputes.

(3) The committee for the assessment of conditions in consumer contracts and unfair commercial practices of traders (hereinafter referred to as the "Committee") is hereby established as a permanent interdepartmental body. The Committee has the right to require from a trader the general terms and conditions agreed with the consumer and the trader is obliged to comply with such a request.

(4) On detecting a violation of the law or other legislation of general application, the Committee has the right to submit a complaint to the competent public authorities and contact a consumer organisation with a proposal to bring action before a competent public authority.

(5) Details of the composition, decision-making, organisation of work and procedures of the Committee shall be laid down by legislation of general application issued by the Ministry of Economy.

**DIVISION FOUR  
SUPERVISION****Section 26  
Powers of supervisory authorities**

(1) Supervision of compliance with the obligations of a trader, an online marketplace operator, a sales event organiser, a manufacturer, an authorised representative of a manufacturer, an importer, a distributor, another economic operator, a person who asserts or recovers a claim related to a contract on behalf of a creditor or in their own name, and another person who is subject to obligations under this act or a legally binding act of the European Union other than that of a consumer (hereinafter referred to as a “supervised person”) is performed by the following authorities:

- a) Národná banka Slovenska;<sup>74</sup>
- b) Slovak Trade Inspection;<sup>75</sup>
- c) State Veterinary and Food Administration of the Slovak Republic and Regional Veterinary and Food Administrations;<sup>76</sup>
- d) State Institute for Drug Control;<sup>77</sup>
- e) Regulatory Authority for Network Industries;<sup>78</sup>
- f) Public Health Authority of the Slovak Republic and Regional Public Health Authorities.<sup>79</sup>

(2) Národná banka Slovenska supervises compliance with obligations under paragraph 1 in the field of financial consumer protection to the extent provided for by other legislation.<sup>80</sup> The provisions of Division Four of this Act, with the exception of Sections 26 and 39, and Division Five of this Act do not apply to Národná banka Slovenska, which acts in accordance with other legislation.<sup>80</sup>

(3) The Regulatory Authority for Network Industries supervises compliance with obligations under Section 4(2)(a), (b), (f) to (h), Section 5(1)(c) and (l) and (2) and (3), Section 15(1)(a), (b), (d), (e), (j) and (k), (3) to (5) and Section 17, obligations under Section 4(2)(c) in conjunction with Section 3(1)(d) and (2) and obligations under a legally binding act of the European Union<sup>81</sup> by a person carrying out a regulated activity under other legislation.<sup>82</sup>

(4) The State Veterinary and Food Administration of the Slovak Republic and the Regional Veterinary and Food Administrations supervise compliance with the obligations under Section 4(2)(a), Section 5, Section 15, Section 17, Section 20 (9) and (13) and Section 22, the obligations under Section 4(2)(c) in conjunction with Section 19, Section 20(1) to (3), (5), (6) and (10) and Section 21 and the obligations under a legally binding act of the European Union<sup>81</sup> in the supply and sale of food in the scope set by other legislation.<sup>83</sup>

(5) The Public Health Authority of the Slovak Republic and regional public health authorities supervise compliance with obligations under Section 4(2)(a), Section 5, Section 15, Section 17, Section 20(9) and (13) and Section 22, obligations under Section 4(2)(c) in conjunction with Section 19, Section 20(1) to (3), (5), (6) and (10) and Section 21 and obligations under a legally binding act of the European Union<sup>81</sup> in relation to the offering and selling of cosmetic products and foodstuffs in the scope set by other legislation.<sup>84</sup>

(6) The State Institute for Drug Control supervises compliance with the obligation under Section 4(2)(a) in the offer and sale of medicinal products and medical devices.

(7) The Slovak Trade Inspection supervises compliance with obligations in the following areas:

- a) the offering and sale of products at or in connection with a sales event or the organisation of a sales event;
- b) activities under Section 4 to 8, Section 13, Section 15 to 17, Section 20(9) and (13) and Section 22 and obligations under a legally binding act of the European Union<sup>81</sup> not supervised by the supervisory authorities under paragraphs 2 to 6 and in the offering and selling of mixed goods, unless the breach of obligation relates exclusively to the type of goods supervised by a supervisory authority under paragraphs 4 to 6;
- c) areas defined by a legally binding act of the European Union,<sup>85</sup>
- d) the resolution of complaints in accordance with a legally binding act of the European Union,<sup>86</sup>

e) the obligations of a manufacturer, importer and distributor under a legally binding act of the European Union.<sup>87</sup>

## **Section 27**

### **Basic provisions on supervision**

(1) A supervisory authority may initiate supervision on its own initiative or under other legislation.<sup>88</sup>

(2) Supervision is carried out by obtaining, processing and evaluating information and documents on the activities of the supervised person.

(3) The supervisory authority shall act independently and impartially in the performance of supervision and also make use of input and suggestions from consumers and consumer organisations. The supervisory authority shall not be bound by input and suggestions under the first sentence.

(4) The resolution of a dispute arising from the legal relationship between the supervised person and the consumer is outside the scope of supervision and infringement proceedings.

(5) In infringement proceedings relating to supervision, the supervisory body shall consider the rights and legitimate interests of the supervised person, and protection of a general interest of consumers, which is not just a simple sum of the interests of individual consumers (hereinafter referred to as a “collective interest of consumers”).

(6) Supervisory authorities shall cooperate with each other in the performance of supervision.

(7) This Act is without prejudice to other powers and procedures of the supervisory authority in the performance of supervision under other legislation.<sup>89</sup>

## **Section 28**

### **Information and evidence acquisition in supervision**

(1) The supervisory authority can carry out both on-site and off-site supervision.

(2) On-site supervision is supervision carried out directly on the premises of the supervised person or at another location related to the activities of the supervised person. Off-site supervision is carried out by obtaining, processing and evaluating information and documents by means other than on-site supervision, primarily using information and documents submitted by the supervised person or another person referred to in paragraph 4 or monitoring of an online interface.

(3) The supervised person, an employee of the supervised person and a person authorised to act on behalf of the supervised person are obliged to cooperate with the supervisory authority in the performance of supervision and to refrain from actions that could hinder the performance of supervision.

(4) A public authority, natural person or legal entity that is not a supervised person, an employee of a supervised person or a person authorised to act on behalf of a supervised person shall provide the supervisory authority with the cooperation necessary to perform supervision to the extent specified by this Act or other legislation.<sup>90</sup>

(5) In the performance of supervision, the supervisory authority shall be authorised to verify the identity of the supervised person, persons authorised to act on behalf of the supervised person and persons referred to in paragraph 4.

(6) For the purpose of supervision, the supervisory authority is entitled to request from the supervised person, public authority, other legal entity or natural person explanations, information, access to data, documents and other data carriers or copies thereof that are necessary for supervision, and to enter their content in an official record or to retain copies of them. The supervisory authority shall issue a written confirmation of retained copies of documents or other data carriers to the affected person. Information covered by banking secrecy<sup>91</sup> and data covered by other legislation<sup>92</sup> may be requested by the supervisory authority under the conditions and in the extent stipulated by other legislation.<sup>93</sup>



(7) At the request of the supervisory authority, a supervised person, public authority, other legal entity or natural person shall provide complete, accurate and truthful explanations, information, documents and other data carriers at their disposal free of charge and the form and by the deadline set by the supervisory authority.

(8) A supervised person, public authority, other legal entity or natural person shall be entitled to refuse to provide an explanation, information, data, documents and other data carriers only if by doing so they would place themselves or persons close to them in danger of criminal prosecution.

(9) In the performance of supervision, the supervisory authority is entitled to take from the supervised person, public authority, other legal entity or natural person documents and other data carriers that it needs for supervision, or copies thereof, for the necessary time and in the necessary extent, if the supervised person, public authority, other legal entity or natural person refuses to provide them at the request of the supervisory authority, or if the supervisory authority has doubts about the correctness or completeness of the information provided. The supervisory authority shall issue a written confirmation of receipt of documents and other data carriers and return them to the person from whom they were taken when they are no longer needed for the purposes of supervision.

(10) The supervisory authority shall ensure protection of information, documents and other data carriers to prevent unauthorised access to trade secrets, banking secrets, tax secrets, postal secrets or telecommunications secrets. Providing information and documents for the performance of the tasks of the supervisory authority and for cooperation under other legislation is not a breach of the obligation under the first sentence.<sup>94</sup>

(11) Employees of the supervisory authority must maintain the confidentiality of all facts that they become aware of in connection with the performance of supervision. The obligation to maintain confidentiality continues after the termination of employment, equivalent labour relationship or function. No breach of the obligation of professional secrecy shall be regarded as taking place if the staff of a supervisory authority disclose information subject to the obligation of professional secrecy to the competent authority<sup>95</sup> of another Member State, to a court, to a law enforcement authority for the purposes of criminal proceedings or with the consent of the person who provided the information or the person to whom the information relates.

(12) The supervisory authority shall be authorised to take samples of goods and to carry out or arrange for their testing where this is necessary to assess the characteristics, quality or safety of the goods. The supervised person shall have the right to take samples of the same goods themselves in the presence of the supervisory authority, if the nature of the goods allows it, and to retain a part of each sample taken in this way.

(13) The supervised person shall be obliged to reimburse the costs of samples and tests to verify the characteristics, quality or safety of goods and other related costs if the supervisory authority finds a breach of the supervised person's obligation or if the characteristics, quality or safety of goods do not meet the declared or determined requirements within a period specified by the supervisory authority, which shall not be less than 15 days from the date of delivery of the request for payment of costs. Taking into account the nature and purpose of the samples and tests, the supervisory authority may, after the completion of the tests, store the sample or its remainder, return it to the supervised person or dispose of it.

(14) The supervisory authority may invite an employee of another public authority or an employee of a competent authority of another Member State to take part in a supervisory act where doing so is justified by the nature of the supervisory act.

(15) The supervisory authority can authorise another natural person to perform a specific supervisory act (hereinafter referred to as an "authorised person"). Such authorisation shall be done by means of a written document containing the following information:

- a) the name and registered office of the supervisory authority;
- b) identification data of the authorised person comprising their forename, surname, date of birth and permanent residence address;
- c) identification data of the supervised person comprising, in the case of a natural person, including a natural person – entrepreneur, their name, surname, date of birth or organisation identification number, if assigned, address of permanent residence or place of business, and in the case of a legal entity, their business name, registered office and organisation identification number, if assigned, insofar as these data are known to the supervisory authority;

- d) the scope of the authorisation;
- e) the place and date of signing of the authorisation;
- f) the official stamp together with the forename, surname, function and signature of the employee authorised to act on behalf of the supervisory authority;
- g) the signature of the authorised person confirming their agreement to perform the supervisory act and their familiarisation with the scope of the authorisation.

(16) When performing supervision, an authorised person shall have the rights and obligations of the supervisory authority in the scope defined in the authorisation issued by the supervisory authority. An authorised person's participation in a supervisory act shall be classified as another activity of general interest.<sup>96</sup> An authorised person shall be remunerated for their participation in a supervisory act in accordance with the internal regulation of the supervisory authority.

(17) An authorised person may not perform a supervisory act if there could be doubts about their impartiality due to their relationship to the subject-matter of supervision, the supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person. An authorised person who is aware of a fact giving rise to doubt as to their impartiality must notify the supervisory authority which authorised them to perform the supervisory act without delay.

(18) The supervisory authority shall revoke authorisation on receiving a notification referred to in the second sentence of paragraph 17 or on becoming aware of a fact giving rise to doubts as to the impartiality of the authorised person. The supervisory authority shall not take into account the findings made by the authorised person after the occurrence of an obstacle referred to in the first sentence of paragraph 17.

(19) The supervisory authority shall notify the supervised person of the participation of an authorised person or a person referred to in paragraph 14 at the latest at the beginning of the supervisory act; this shall not apply if the supervisory act is a check purchase carried out indirectly or under a secret identity.

## **Section 29**

### **Summons**

(1) The supervisory authority shall be entitled to summons a natural person for the purpose of providing explanations or information where the purpose pursued by the supervisory authority cannot be achieved otherwise. In the summons, the supervisory authority shall draw attention to the legal consequences of failure to appear pursuant to Section 37(1)(b).

(2) The provisions of Section 28(3) to (8) apply to any hearing of a natural person under paragraph 1. A summonsed person must be informed of their rights and obligations under Section 28(3) to (8) before the start of a hearing.

(3) The supervisory authority is entitled question the summonsed person in the scope of the subject-matter of supervision.

## **Section 30**

### **Performance of on-site supervision**

(1) In the performance of on-site supervision, the supervisory authority is entitled to enter premises, means of transport, buildings and land used by the supervised person for the performance of business activities or in connection therewith. This is without prejudice to the inviolability of the home.

(2) An employee of the supervisory authority shall be obliged to present a card or other document proving the employee's competence to the supervisory authority and the right to perform supervision when commencing on-site supervision; this shall not apply to a check purchase carried out indirectly or under a secret identity.

(3) An authorised person shall be obliged, at the latest at the beginning of the supervisory act for which they have been authorised, to prove their authorisation to perform a supervisory act in relation to the supervised

person by means of the written authorisation issued by the supervisory authority pursuant to Section 28(15); this shall not apply in the case of a check purchase carried out indirectly or under a secret identity.

(4) The supervisory authority shall instruct the supervised person, employees of the supervised person or a person authorised to act in the name of the supervised person who is at the place of supervision at the start of on-site supervision about the purpose of the on-site supervision, about the rights of the supervised person under paragraph 5, Section 28 (8), Section 32(2) and (3) and about the obligations of the supervised person pursuant to Section 28(3) and (7); this shall not apply to a check purchase carried out indirectly or under a secret identity.

(5) The supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person, who is present at the place of supervision, shall be entitled to be present at individual on-site supervisory acts; this shall not apply to a check purchase carried out indirectly or under a secret identity.

(6) In the performance of on-site supervision, a supervisory authority is entitled to document evidence relevant to the performance of supervision by taking photographs and making audio, video or audio-visual recordings. Personal data of natural persons that the supervisory authority obtains in the process of documenting evidence may be used only in the supervision of supervised persons, infringement proceedings, proceedings before a court to review the legality of decisions under the Code of Administrative Procedure or criminal prosecutions. The supervisory authority is entitled to store personal data of natural persons referred to in the second sentence for the purpose of supervision and infringement proceedings for a maximum of ten years from the date of the relevant violation of this Act or a legally binding act of the European Union.

(7) The supervisory authority is entitled to make a written request to a competent unit of the Police Force to provide protection to employees of the supervisory authority at the place and time of supervision if the immediately preceding attempt at on-site supervision was thwarted by actions of the supervised person giving rise to a reasonable suspicion that the life or health of an employee of the supervisory authority could be endangered in a subsequent attempt at on-site supervision.

### **Section 31**

#### **Check purchase**

(1) As part of supervision, the supervisory authority is entitled to carry out check purchases of products, including indirectly or under a secret identity.

(2) The supervisory authority shall notify the supervised person of the performance of a check purchase within 30 days of the delivery of the product, unless such notification is contrary to the purpose of the check purchase.

(3) The contract concluded between the supervisory authority and the supervised person in the event of a check purchase shall be cancelled from the outset by the notification referred to in paragraph 2 unless this is precluded by the nature or purpose of the check purchase or the subject-matter of the check purchase. The supervisory authority and the supervised person are obliged to return any performance provided under the contract within 15 days from the date of termination of the contract unless they agree otherwise. The supervised person shall return to the supervisory authority only a proportionate part of the performance provided if it proves that the supervisory authority's procedure resulted in partial loss or spoilage of the product and the supervised person would incur a loss by returning the performance in full. The supervised person shall return to the supervisory authority the entire performance provided if the subject of the check purchase was a service and the check purchase found a breach of the obligation under Section 4(1)(i).

(4) Costs related to the delivery and return of goods purchased in a check purchase shall be borne by the supervisory authority.

(5) Where justified by the findings of the supervisory authority, the supervisory authority may carry out or arrange for tests on goods purchased in a check purchase to verify their characteristics, quality or safety. Paragraphs 3 and 4 shall not apply to goods referred to in the first sentence and the procedure under Section 28(13) shall be used.

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**Section 32**  
**Official record**

(1) The supervisory authority shall draw up an official record of a supervisory act containing the following information:

- a) the name and registered office of the supervisory authority;
- b) identification data of the supervised person comprising, in the case of a natural person, including a natural person – entrepreneur, their name, surname, date of birth or organisation identification number, if assigned, address of permanent residence or place of business, and in the case of a legal entity, their business name, registered office and organisation identification number, if assigned;
- c) the forename, surname and function of the supervisory authority's employee or authorised person who performed the supervisory act, or the number of the card or other document proving the authorisation of the supervisory authority's employee or authorised person to perform supervision;
- d) the forename, surname and function of the employee of the supervised person or a person authorised to act on behalf of the supervised person was present at the supervisory act; this shall not apply in relation to a record of a check purchase carried out by the supervisory authority indirectly or under a secret identity;
- e) the subject of the supervisory act;
- f) the place and duration of the supervisory act;
- g) an account of the supervisory act and the findings of the supervisory authority;
- h) the place and date when the official record was drawn up;
- i) the forename, surname, function and signature of the supervisory authority's employee or authorised person responsible for drawing up the official record, or the number of the card or other document identifying the supervisory authority's employee or authorised person responsible for drawing up the official record, including their signature;
- j) the signature of the supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person pursuant to point (d) confirming familiarisation with the content of the official record or information that the person refused to sign the official record and the reason for such refusal, if known; this shall not apply in relation to a record of a check purchase carried out by the supervisory authority indirectly or under a secret identity if disclosure of the record could undermine the purpose of supervision.

(2) A supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person who was present at the supervisory act has the right to make provisional comment on the record of on-site supervision and the record of the act carried out by the supervisory authority in the presence of that person; this shall not apply to a record of a check purchase carried out by the supervisory authority indirectly or under a secret identity if disclosure of the record could undermine the purpose of supervision. The supervisory authority shall ensure that the provisional statement of the person referred to in the first sentence is entered in the official record.

(3) The supervisory authority shall deliver a copy of the official record to the supervised person without undue delay after the supervisory act has been carried out; this shall not apply if the purpose of supervision could be undermined by delivery of the record. The official record shall be regarded as delivered in accordance with the first sentence when it is provably handed over to a person authorised to act in the name of the supervised entity, if present during the supervisory act. When delivering the official record, the supervisory authority shall set a period of not less than five working days from delivery of the official record for the supervised person to submit a written statement if the supervisory authority found a breach of the supervised person's obligations.

(4) Paragraphs 1 to 3 do not apply to a written act of supervision or an act of off-site supervision without the cooperation of the supervised person, if no breach of the obligations of the supervised person was found, nor to acts of supervision by which the supervisory authority obtains or verifies information without the assistance of the supervised person in cooperation under other legislation.<sup>97</sup>

### **Section 33**

#### **Interim measure**

(1) The supervisory authority may issue an interim measure ordering the supervised person, in an extent appropriate to ensure the purpose pursued, to do something, to refrain from something or to tolerate something, or ordering the securing of an item necessary to obtain evidence:

- a) if there is a breach of the supervised person's obligations and it is necessary to ensure consumer protection without delay;
- b) if there is an imminent risk of a breach of obligations related to consumer protection; or
- c) if it is necessary for the purpose or implementation of supervision.

(2) A consumer organisation may submit an application for an interim measure to the supervisory authority if a supervised person is harming or endangering the collective interests of consumers and did not cease their infringing actions within 14 days of receipt of a written request from the consumer organisation to cease such actions. The request to desist from actions and the application for an interim measure must include a description of the actions which, in the consumer organisation's view, are harming or endangering the collective interests of consumers and justification of the need for immediate cessation of such actions.

(3) In the interim measure, the supervisory authority shall specify the obligation imposed on the supervised person, the reason for issuing the interim measure, the duration of the interim measure if it is issued for a limited period and information on how the supervised person can lodge an objection in accordance with paragraph 6. In the interim measure, the supervisory authority may set a deadline for the supervised person to report on their compliance with the interim measure.

(4) An employee of a supervisory authority may issue an interim measure at the place of performance of on-site supervision based on findings made during such supervision. The interim measure under the first sentence shall be communicated orally by the employee of the supervisory authority to the supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person who is present at the performance of on-site supervision, and shall be promptly recorded in a written report and delivered to the supervised person. The report shall be regarded as delivered in accordance with the second sentence if it is provably handed over to the supervised person, an employee of the supervised person or a person authorised to act in the name of the supervised person who is present at the performance of on-site supervision.

(5) An interim measure issued at the place of performance of supervision under paragraph 4 is effective from the moment of notification. If the interim measure is not issued at the place of performance of supervision, it is effective from the moment of delivery.

(6) If the supervised person does not agree with the interim measure, they may lodge a written objection with the supervisory authority that issued the interim measure within five working days from the date of delivery of the interim measure or the written record pursuant to paragraph 4. The objection must be substantiated. Objections do not have a suspensive effect.

(7) The supervisory authority shall decide on an objection pursuant to paragraph 6 within ten days of its delivery. The decision of the supervisory authority on the objection is final and no appeal against it shall be admitted.

(8) An interim measure is terminated:

- a) on expiry of the period for which it was issued;
- b) by revocation;
- c) if the case is set aside; or
- d) on the effective date of a decision of the supervisory authority on a breach of the obligations of the supervised person.

(9) The supervisory authority shall immediately revoke the interim measure if the reasons for which it was issued no longer apply. No appeal can be lodged against a decision to revoke an interim measure.

(10) An interim measure is subject to the Code of Administrative Procedure except for Sections 5 to 8, 16 to 24 and 28 to 30, 41 to 51 and 53 to 68 of the Code of Administrative Procedure.

### **Section 34**

#### **Blocking measure**

(1) Where a breach of the obligation of a supervised person causes harm to the collective interests of consumers or where there is a risk of serious harm to the collective interests of consumers, the supervisory authority is entitled to issue a written request to supervised person by whom or in whose name an online interface is operated requesting that, within a period set by the supervisory authority, they remove or amend content published on the online interface, restrict or prevent consumers' access to the online interface, access to certain functions or access to all functions or services of the online interface, or to publish a notice to consumers accessing the online interface. The supervisory authority shall publish the notice referred to in the first sentence on its website within three days if it is unable to identify the supervised person by whom or in whose name the online interface is operated; the last day of the period shall be regarded as the date of delivery of the notice.

(2) If the purpose cannot be achieved otherwise and the supervised person does not comply with the request referred to in paragraph 1, or if it is clear from all the circumstances that the procedure referred to in paragraph 1 will not provide immediate redress, or in response to a request or in a coordinated procedure pursuant to other legislation,<sup>98</sup> the supervisory authority may issue a blocking measure imposing on the supervised person one or more of the following obligations:

- a) to remove or amend the content published on the online interface;
- b) to restrict or prevent consumers' access to the online interface, access to certain functions or to all functions or to services of the online interface; or
- c) to publish a notice to consumers accessing the online interface.

(3) A blocking measure of the supervisory authority may impose on the supervised person one of the obligations under paragraph 2 in parallel with another obligation under paragraph 2.

(4) A blocking measure shall include:

- a) identification of the supervisory authority issuing the measure;
- b) the identification data of the supervised person on whom the blocking measure is imposed, including the forename, surname, organisation identification number, if assigned, and place of business in the case of a natural person – entrepreneur, or the business name, registered office and organisation identification number, if assigned, in the case of a legal person; this does not apply if the supervisory authority has not been able to identify the supervised person by whom or in whose name the online interface is operated, or to whom content published on the online interface relates;
- c) identification of the online interface to which the blocking measure relates;
- d) specification of the type and scope of the obligation under paragraph 2 imposed on the supervised person; if the supervisory authority imposes an obligation under paragraph 2(c), the blocking measure shall also include the precise wording of the notice for consumers that the supervised person shall publish on the online interface;
- e) the deadline by which the supervised person must implement the measure;
- f) the duration of the measure, if this can be determined when the blocking measure is issued;
- g) justification of the need to impose the blocking measure;
- h) information on the possibility to lodge an objection in accordance with paragraph 6.

(5) The supervisory authority shall publish the blocking measure on the supervisory authority's website for three days if it is unable to identify the supervised person responsible for operation of the online interface under paragraph 4(c) or in whose name the online interface is operated. The last day of this period shall be considered the date of delivery of the blocking measure.

(6) If the supervised person does not agree with the blocking measure, they may lodge a written objection with the supervisory authority that issued the blocking measure within five working days from the date of delivery of the blocking measure. The objection must be substantiated. The supervised person may extend, amend or supplement the extent to which they contest the blocking measure and the justification for the lodged objection only until the end of the period for lodging an objection. An objection submitted in time has a suspensive effect.

(7) The supervisory authority shall decide on an objection pursuant to paragraph 6 within five working days of its delivery. The decision of the supervisory authority on the objection is final and no appeal against it shall be admitted.

(8) A blocking measure is terminated:

- a) on expiry of the period for which it was issued;
- b) by revocation;
- c) if the case is set aside; or
- d) on the effective date of a decision of the supervisory authority on a breach of the obligations of the supervised person.

(9) The supervisory authority shall immediately revoke the blocking measure if the reasons for which it was issued no longer apply. No appeal can be lodged against a decision to revoke a blocking measure. The supervisory authority may replace a blocking measure with a new blocking measure if the previous blocking measure was ineffective and it is necessary to replace it with another blocking measure under paragraph 2.

(10) A blocking measure is subject to the Code of Administrative Procedure except for Sections 5 to 8, 16 to 24, 28 to 30, 41 to 51, 53 to 68 and 71 to 80 of the Code of Administrative Procedure.

(11) The supervisory authority may request an information society service provider<sup>99</sup> to cooperate in the implementation of the blocking measure if the supervised person does not comply with the obligation imposed by a final blocking measure. The information society service provider shall provide the supervisory authority with timely cooperation as far as it is technically able to ensure the fulfilment of the imposed obligation. The supervisory authority shall notify the information society service provider of the termination of the blocking measure. An information society service provider shall not be liable for damage caused by the implementation of a blocking measure if it has followed the instructions of the supervisory authority.

(12) The supervisory authority is not obliged to initiate a procedure on infringement of consumer protection after the issuance of a blocking measure if the blocking measure fulfils the purpose for which it was issued.

### **Section 35**

#### **Voluntary measure**

(1) 'Voluntary measure' means a written, binding declaration of the supervised person that they have voluntarily terminated or will terminate an infringement and, where consistent with the nature of the infringement, they have also made or will make redress to the consumers who suffered harm due to the infringement or whose rights and legally protected interests were otherwise affected thereby.

(2) The supervised person shall deliver a proposal for a voluntary measure to the supervisory authority, specifying in particular:

- a) the content and scope of the voluntary measure;
- b) how the voluntary measure will be implemented;
- c) when the voluntary measure was implemented or a schedule for implementation of the voluntary measure;
- d) the method and period for demonstrating compliance with the voluntary measure to the supervisory authority;

e) whether and to what extent the voluntary measure was adopted or is being implemented in cooperation with a consumer organisation, the owner of a code of conduct of which the supervised person is a signatory, an association of legal entities of which they are a member, or another person.

(3) If engaging in cooperation under paragraph 2(e), the supervised person shall attach to the proposal for a voluntary measure the declaration of honour of a person referred to paragraph 2(e) confirming their cooperation with the supervised person in the adoption or implementation of the voluntary measure.

(4) The supervised person may deliver the proposal for a voluntary measure to the supervisory authority no later than the end of the period referred to in Section 47(3) or, if the supervisory authority has not provided the supervised person information pursuant to Section 47(1), the commencement of proceedings on the infringement to which the proposal for a voluntary measure relates. A voluntary measure may also be undertaken for an infringement after the period for commencing infringement proceedings or imposing a penalty in the case has already expired.

(5) The supervisory authority shall, considering both the facts known to it and the facts set out in the proposal for a voluntary measure, assess whether the proposal for a voluntary measure:

- a) contains the particulars referred to in paragraphs 2 and 3;
- b) is sufficiently clear, certain and understandable;
- c) is proportionate to the breach of the supervised person's obligations, in particular whether thereby the breach of the supervised person's obligation is terminated and, where consistent with the nature of the infringement, redress is made to consumers whose rights or legally protected interests have been affected by the infringement; when assessing the adequacy of the proposal for a voluntary measure, particular account shall be taken of the nature, severity, manner, scope, consequences, duration and circumstances of the infringement, whether it involves a repeated breach of the same obligation, the systematic character or otherwise of the breach of consumer protection obligations by the supervised person and the previous fulfilment of voluntary measures by the supervised person.

(6) If the supervisory authority reaches a provisional conclusion that implementation of a proposal for a voluntary measure can achieve compliance with the law and, if the nature of the breach so permits, provide redress to consumers, but they have reservations in respect of details of the proposal under paragraph 2 or paragraph 3, the supervisory authority shall inform the supervised person about these reservations and set a reasonable period for amendment of the proposal. The supervised person may amend the proposal for a voluntary measure to address the reservations of the supervisory authority up to the end of the period set by the supervisory authority. In justified cases, the supervisory authority may extend the period referred to in the second sentence at the request of the supervised person. The supervisory authority may repeat the procedure for reservations on a proposal for a voluntary measure.

(7) If the supervisory authority finds that a proposal for a voluntary measure meets the requirements under paragraph 5, they shall communicate the outcome to the supervised person. The supervised person must implement the voluntary measure and demonstrate that it has been properly implemented by the deadline laid down in the voluntary measure. To verify the proper implementation of the voluntary measure, the supervisory authority may ask the supervised person to supply additional information and documents and may ask a person referred to in paragraph 2(e) who cooperated in the implementation of the voluntary measure to comment on the course and outcome of the voluntary measure's implementation.

(8) After communicating the outcome of assessment of the proposal for a voluntary measure pursuant to paragraph 7, the supervisory authority shall publish on its website information on the voluntary measure including identification of the supervised person who has adopted the voluntary measure and details of the voluntary measure under paragraph 2(a) and (c) if the supervised person still has to complete the voluntary measure's implementation. The supervisory authority shall keep the information on the voluntary measure online until it is proved that the voluntary measure has been implemented or a fine is imposed for non-fulfilment of the voluntary measure.

(9) During implementation of the voluntary measure, the supervised person may change parameters under paragraph 2 only with the consent of the supervisory authority. The procedure for making changes to a voluntary measure during its implementation are the same as for the proposal of a voluntary measure; the first



sentence of paragraph 4 do not apply to a change in a voluntary measure. The supervised person must implement the voluntary measure in its original form if the supervisory authority does not agree with a change in the voluntary measure.

(10) If the supervisory authority finds that implementation of a proposal for a voluntary measure cannot meet the requirements laid down in paragraph 5, or that the supervised person has not shown a genuine interest in providing redress, or if the supervised person rejects reservations expressed by the supervisory authority without adequate reasons, the supervisory authority shall record this finding on file and communicate the outcome of assessment to the supervised person no later than the first written action against the supervised person.

(11) The supervisory authority is not obliged to consider repeated proposals of voluntary measures in the same case except for amendments of a proposal of a voluntary measure under paragraphs 6 and 9.

(12) The supervisory authority shall proceed with the assessment of the proposal for a voluntary measure without undue delay in order to achieve a rapid cessation of the breach of the supervised person's obligations and, where consistent with the nature of the infringement, redress for consumers.

(13) The supervisory authority may communicate with the supervised person regarding a voluntary measure by e-mail if the supervised person communicates their e-mail address to the supervisory authority or if the supervised person's e-mail address is publicly available or known to the supervisory authority ex officio and the supervised person acknowledges receipt of such communication. The provisions of Sections 24 to 25a of the Code of Administrative Procedure apply to the service of documents relating to a voluntary measure if the supervised person does not communicate an e-mail address to the supervisory authority or does not confirm the receipt of communication sent to an e-mail address known to the supervisory authority.

(14) Sections 9 to 12 and 27 of the Code of Administrative Procedure apply to a voluntary measure.

### **Section 36**

#### **Consequences of non-compliance with an interim measure, blocking measure or voluntary measure**

(1) The supervisory authority shall impose on a supervised person who does not comply with:

- a) an obligation laid down in an interim measure or blocking measure, a fine of between EUR 50 and EUR 50,000;
- b) a voluntary measure or who fails to prove compliance with a voluntary measure, or if it is proved that information or documents provided by the supervised person as proof of compliance with a voluntary measure are false, a fine of an amount from EUR 1,000 to the upper limit of the fine laid down by law for a breach of the obligation to which the voluntary measure related.

(2) The rate of the fine under paragraph 1(a) shall be doubled if the supervised person repeats a breach of an obligation under paragraph 1(a) within 12 months from the effective date of a decision imposing a fine under paragraph 1(a). In the event of a repeated breach of an obligation under paragraph 1(b) within 12 months from the effective date of a decision imposing a fine under paragraph 1(b), the supervisory authority shall impose a fine in an amount from EUR 2,000 to the upper limit of the fine laid down by law for a breach of the obligation to which the voluntary measure related.

(3) The supervisory authority shall not impose a fine for failure to comply with an obligation laid down in a blocking measure if the purpose was achieved by alternative actions under Section 34(11).

(4) When deciding on the amount of a fine under paragraph 1, the supervisory authority shall consider, in particular, the severity, extent, consequences, duration and circumstances of the breach of obligation and the turnover of the supervised person in the preceding financial year.

(5) A fine under paragraph 1(a) may be imposed up to three years from the date when the obligation was violated. A fine under paragraph 1(b) may be imposed up to three years from the end of the period for proving compliance with the voluntary measure.

(6) The fines under paragraph 1 shall constitute state budget revenues.

(7) Payment of a fine under paragraph 1(a) shall not release the supervised person from the obligation to comply with the interim measure or blocking measure if the interim measure or blocking measure has not lapsed between the effective date of the decision imposing the fine under paragraph 1(a) and the payment of the fine. The supervisory authority may repeat the imposition of a fine under paragraph 1 if, despite the previous imposition of a fine under paragraph 1, the supervised person still does not comply with the obligation imposed by the interim measure or blocking measure.

(8) Payment of a fine under paragraph 1(b) shall not affect the rights of consumers who have suffered harm due to the infringement to which the voluntary measure relates or whose rights or legally protected interests were otherwise affected thereby.

(9) Failure to pay a fine under paragraph 1 and any repetition of a breach of obligations under paragraph 1 within 12 months from the effective date of a previous decision imposing a fine under paragraph 1 shall be regarded as a severe breach of the obligations of the supervised person.<sup>100</sup>

(10) Division Five of this Act does not apply to a breach of obligations and the procedure for imposing a fine under paragraph 1. The Code of Administrative Procedure applies to infringement proceedings and the imposition of a fine under paragraph 1.

### **Section 37**

#### **Civil fine**

(1) The supervisory authority may impose a civil fine on anyone who, without good reason, obstructs, thwarts, or otherwise hinders the performance of supervision, in particular by:

- a) breach of an obligation to provide cooperation under Section 28(3), (4) and (7), Section 34(11), the third sentence of Section 35(7), Section 38(2) or Section 45(4) or the provision of incorrect or false information;
- b) failure to appear in response to a summons of the supervisory authority under Section 29(1) without good reason; or
- c) failure to permit the supervisory authority access to premises, means of transport, buildings or land in accordance with Section 30(1).

(2) The supervisory authority may impose a civil fine under paragraph 1 of between EUR 20 and EUR 2,000 on a natural person and between EUR 50 and EUR 5,000 on a legal entity.

(3) When deciding on the imposition and amount of a civil fine, the supervisory authority shall consider, in particular, the severity, extent, consequences, duration and circumstances of the unlawful conduct and whether the supervised person obstructs, thwarts or hinders the performance of supervision in a repeated or continuous manner.

(4) The supervisory authority may repeat the imposition of a civil fine.

(5) A civil fine may be imposed up to three years from the date breach of obligations took place.

(6) Civil fines shall constitute state budget revenues.

(7) Division Five of this Act does not apply to a breach of obligations under paragraph 1 and the procedure for imposing a civil fine. The Code of Administrative Procedure applies to a procedure for imposing a civil fine.

### **Section 38**

#### **Setting aside of a case**

(1) The supervisory authority shall set a case aside without starting infringement proceedings if:

- a) the supervisory authority does not find any breach of the supervised person's obligations;
- b) before the start of infringement proceedings, the supervised person demonstrates to the supervisory authority the conclusion and fulfilment of an agreement with the consumer or with all consumers whose rights or legally protected interests were breached or otherwise affected by the infringement;

- c) the supervisory authority finds that a proposal for a voluntary measure meets the requirements under Section 35(5);
- d) before the start of infringement proceedings, the supervised person, the owner of a code of conduct of which the supervised person is a signatory, or an association of legal entities of which the supervised person is a member proves that disciplinary action has been taken against the supervised person for the same infringement under the code of conduct or the rules of the association of legal entities and the supervisory authority decides that the outcome of the disciplinary action is adequate in relation to the infringement having regard primarily for whether redress was provided to the consumers who suffered harm due to the infringement or whose rights and legally protected interests were otherwise affected thereby;
- e) a procedure under Section 34(12) has been applied;
- f) the supervised person has died, been declared dead or wound up without a legal successor and the relevant action concerned only this supervised person;
- g) finds that it is not competent to perform supervision and the matter cannot be transferred to a competent authority;
- h) the matter is subject to criminal prosecutions or a procedure of another competent authority;
- i) the matter has already been subject to a final judgement without any material change in circumstances;
- j) the period for commencing infringement proceedings or imposing a penalty has expired;
- k) the supervised person's liability for the breach of obligations has expired.

(2) A code owner or association of legal entities under paragraph 1(d) shall cooperate with the supervisory authority for the assessment of the adequacy of the outcome of disciplinary measures taken in relation to the supervised person.

(3) The supervisory authority shall not set the case aside pursuant to paragraph 1(d) and shall commence infringement proceedings if the supervised person repeatedly or persistently breaches obligations and thereby causes harm or seriously jeopardises the collective interests of consumers.

(4) No decision shall be issued if a case is set aside. The setting aside of the case shall be recorded in the case file.

(5) The supervisory authority shall notify the supervised person of the setting aside of the case in writing without delay if the supervisory authority sets the case aside after notifying the supervised person of supervisory activity.

### **Section 39** **Cross-border cooperation in supervision**

(1) In cross-border cooperation, the supervisory authority performs the duties of a competent authority<sup>95</sup> and cooperates with the competent authorities of other Member States in the enforcement of Union consumer protection law<sup>101</sup> within the scope of its competence.

(2) In cross-border cooperation, the supervisory authority shall make available and provide to other Member States information relevant to the supervision of infringements of the legislation referred to in paragraph 1.

(3) The supervisory authority shall be liable for costs and losses incurred by the Member State of the requested authority<sup>102</sup> as a result of the cancellation or refusal of an enforcement action<sup>103</sup> taken by that Member State at the request of the supervisory authority.<sup>104</sup>

(4) The Ministry of Economy and the supervisory authorities cooperate in the performance of cross-border cooperation tasks relating to consumer protection. Other public authorities provide necessary cooperation in the performance of cross-border cooperation tasks relating to consumer protection at the request of the Ministry of Economy or the supervisory authorities.

(5) The supervisory authorities shall inform the Ministry of Economy about:

- a) enforcement priorities<sup>105</sup> within the scope of their competence at dates specified by the Ministry of Economy;
- b) changes in competences and powers in the field of consumer protection, changes in the employees with access to an electronic database<sup>106</sup> and their contact data, as soon as such changes occur;
- c) the text of an agreement under other legislation<sup>107</sup>, without delay after the conclusion of such an agreement

#### **Section 40** **External alerts**

(1) External alerts<sup>108</sup> may be sent in the event of suspected breaches of Union consumer protection legislation in the extent defined in other legislation<sup>109</sup> by:

- a) the Ministry of Economy;
- b) a consumer organisation registered in the list of persons authorised to send external alerts maintained by the Ministry of Economy.

(2) A consumer organisation may apply to the Ministry of Economy for registration in the list of persons authorised to send external alerts if it is registered in the register of non-governmental non-profit organisations<sup>110</sup> and:

- a) has been active in the field of consumer protection for at least three years as of the date of the application;
- b) is independent and has a non-profit character;
- c) has no arrears to the state budget;
- d) operates on a transnational level.

(3) An application for registration in the list of persons authorised to send external alerts shall include:

- a) the name and registered office of the consumer organisation;
- b) the identification number of the organisation, if assigned;
- c) the forename and surname of the statutory body or every member of the statutory body of the consumer organisation, if not published in a public register.

(4) An application under paragraph 3 shall be accompanied by:

- a) annual reports or other information and documents on the activities of the consumer organisation proving compliance with the conditions referred to in paragraph 2(a), if not published in a public register;
- b) a declaration of honour on the independence and non-profit character of the consumer organisation;
- c) a declaration of honour on the settlement of all financial obligations to the state budget;
- d) confirmation of membership of a consumer protection organisation on the European or international level or other information and documents proving the consumer organisation's active and long-term engagement in dealing with infringements of European Union consumer protection legislation in the scope defined in other legislation.<sup>109</sup>

(5) If the application for registration in the list of persons authorised to send external alerts does not include the particulars referred to in paragraphs 3 and 4, the Ministry of Economy shall call upon the consumer organisation to add information to the application for registration or to remedy its deficiencies within a period which shall not be less than 15 days from the date of delivery of the request.

(6) The Ministry of Economy shall issue a decision on the registration of the consumer organisation in the list of persons authorised to send external alerts within 30 days from the date of delivery if the consumer organisation meets the requirements under paragraph 2. The decision on the registration of a consumer organisation in the list of persons authorised to send external alerts shall not state reasons. No appeal can be lodged against a decision on registration in the list of persons authorised to send external alerts. The Ministry of Economy shall register the consumer organisation in the list of persons authorised to send external alerts without delay after the entry into force of the decision on registration in the list of persons authorised to send external alerts.

(7) The Ministry of Economy shall reject an application for registration in the list of persons authorised to send external alerts if the consumer organisation does not meet the requirements under paragraph 2 or if it does not provide complete information in accordance with paragraph 5.

(8) The Ministry of Economy shall publish on its website and regularly update the list of persons authorised to send external alerts including data under paragraph 3(a) and (b).

(9) A consumer organisation registered in the list of persons authorised to send external alerts shall cooperate with the Ministry of Economy in setting up access to the electronic database for sending external alerts and reviewing grounds for removal from the list of persons authorised to send external alerts under paragraph 12(c) and (d) in the extent required by the Ministry of Economy.

(10) A consumer organisation registered in the list of persons authorised to send external alerts shall notify the Ministry of Economy of any change in the data under paragraph 3 or data necessary for access to the electronic database for sending external alerts within 14 days from the date when the change occurs.

(11) The Ministry of Economy is entitled to call upon a consumer organisation registered in the list of persons authorised to send external alerts to rectify incorrect, outdated or inaccurate information that they provide in an external alert within a period set by the Ministry of Economy.

(12) The Ministry of Economy shall remove a consumer organisation from the list of persons authorised to send external alerts if:

- a) they request their removal;
- b) they do not respond to a written request from the Ministry of Economy to confirm their interest in remaining on the list of persons authorised to send external alerts within a reasonable period set by the Ministry of Economy;
- c) they were registered in the list of persons authorised to send external alerts on the basis of incorrect or false information;
- d) they cease to meet the requirements under paragraph 2;
- e) they refuse to cooperate in accordance with paragraph 9;
- f) repeatedly fail to comply with an obligation under paragraph 10;
- g) repeatedly fail to act on a call under paragraph 11;
- h) they cease to exist as an organisation.

(13) No decision shall be issued in the event of removal from the list of persons authorised to send external alerts under paragraph 12(a) and (h).

(14) An appeal against a decision of the Ministry of Economy on removal from the list of persons authorised to send external alerts under paragraph 12 (b) to (g) shall have suspensive effect.

(15) Immediately upon receiving a request for removal from the list of persons authorised to send external alerts, finding that a consumer organisation registered in the list of persons authorised to send external alerts has ceased to exist, or upon the entry into force of the decision on removal from the list of persons authorised to send external alerts under paragraph 12(b) to (g), the Ministry of Economy shall ensure cancellation of the consumer organisation's access to the electronic database for sending external alerts.

(16) The Administrative Procedure Code applies to a decision on registration in the list of persons authorised to send external alerts and to a decision on removal from the list of persons authorised to send external alerts.

## **DIVISION FIVE**

### **PENALTIES AND INFRINGEMENT PROCEEDINGS**

#### **Section 41**

##### **Penalties**

For an infringement under this Act or a legally binding act of the European Union, the supervisory authority shall impose on a supervised person:

- a) a fine under Section 43;
- b) an obligation to remove or amend content published on an online interface; or
- c) an obligation to ensure deletion of a domain.

#### **Section 42**

##### **Principles for the imposition of penalties**

(1) Liability for a breach of an obligation is assessed and penalised in accordance with the law in force at the time when the breach of obligation occurred. If several laws enter into force between the breach of an obligation and the issuing of a decision on the penalty for the breach of obligation, liability the breach of obligation shall be assessed and penalised in accordance with the law that is more favourable for the supervised person.

(2) The supervisory authority may impose every penalty under Section 41 separately or in combination with another penalty under Section 41; this shall be without prejudice to Section 43(3).

(3) When deciding on the type penalty and its level, the supervisory authority shall consider:

- a) the severity, nature, manner, extent, duration and circumstances of the breach of obligation;
- b) the interest in eliminating or mitigating the negative consequences of the breach for consumers that the supervised person has demonstrated in their actions before the issuing of the decision on imposition of a penalty;
- c) any previous infringements by the trader;
- d) the financial amounts that the supervised person gained or avoided losing by the infringement, if this information is available to the supervisory authority;
- e) a penalty imposed by a competent authority in another Member State for the same infringement if the infringement is of an extent covered by other legislation;<sup>109</sup>
- f) other aggravating and mitigating circumstances.

(4) If a penalty has been imposed on a supervised person for the same act under other legislation protecting a public interest other than consumer protection, the supervisory authority shall also take into account this previous penalty.

(5) A penalty for an infringement under Section 41 may be imposed up to two years from the date when the supervisory authority discovered the infringement, no later than four years from the date when the infringement occurred. If it is not possible to determine when the infringement occurred, the date of the drawing up of the official record of the supervisory act in which the supervisory authority identified the infringement shall be regarded as the date of the infringement.

(6) In the case of a persistent infringement, the period for imposition of a penalty pursuant to paragraph 5 shall be counted from the day when the infringement ended. This shall be without prejudice to a later start of the period for imposition of penalty starting from the date of identification of the infringement pursuant to paragraph 5.

(7) The period for imposition of a penalty for an infringement shall be suspended by the provision of information under Section 47(1) or the delivery of a proposal for a voluntary measure, whichever occurs first.

The period for imposition of a penalty is suspended until the passing of the deadline under Section 47(3) or notification under Section 35(10), whichever occurs first.

(8) In an appeal procedure, an imposed penalty may be changed to the detriment of the supervised person in the event of new material findings relevant to the case.

(9) Repetition of the same infringement under this Act or under a legally binding act of the European Union by which a supervised person harms or seriously endangers the collective interests of consumers, and violation of an obligation to refrain from using an unacceptable contractual term imposed by a court in abstract review proceedings in consumer matters shall be regarded as an especially severe infringement.<sup>111</sup> The supervisory authority shall not impose a penalty under Section 41 for an infringement under the first sentence if it brings action before the competent trade licensing office.

## Section 43

### Fines

(1) The supervisory authority may impose, for an infringement under:

- a) Section 4(1)(g), (2)(a), (b), (f) and (g), Section 5(1)(a) to (k), (2), Section 15(1), (3) to (5), (7) to (9), Section 16(1) and (2), Section 17(1) to (5), (10) to (13), Section 20(9) and (13), Section 22(1), (2), (4) to (9) or for an infringement under Section 4(2)(c) in conjunction with Section 3(2), Section 19(1) and (2), Section 20(1) to (3), (5), (6) and (10) and Section 21(3) to (6), a fine of between EUR 200 and 2% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 200,000
- b) under this Act, other than the infringements under point (a), under Articles 4 to 11 and 14 and 15 of Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91, Articles 3 to 13 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 on the rights of disabled persons and persons with reduced mobility in air transport, Article 23 of Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community, as amended, Article 24 of Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004, Articles 26 and 27 of Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, Articles 4 to 17 and Articles 19 and 20 of Regulation (EU) No 1007/2011 of the European Parliament and of the Council of 27 September 2011 on textile fibre names and related labelling and marking of the fibre composition of textile products, and repealing Council Directive 73/44/EEC and Directives 96/73/EC and 2008/121/EC of the European Parliament and of the Council, as amended, and Article 14 of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), Articles 3 to 9 of Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on the cross-border portability of online content services in the internal market or under Articles 3 to 5 of Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment in the internal market and amending Regulation (EC) No 2006/2004, Directive (EU) 2017/2394 and Directive 2009/22/EC, a fine of between EUR 100 and 1% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 100 000.

(2) In a coordinated procedure<sup>112</sup>, the supervisory authority may impose on a supervised person found to have engaged in a widespread infringement<sup>113</sup> or a widespread infringement with a Union dimension<sup>114</sup>), a fine of

- a) between EUR 500 and 4% of the turnover of the supervised person in the preceding financial year, for an infringement under paragraph 1(a);
- b) between EUR 300 and 2% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 500,000, for an infringement under paragraph 1(b).

(3) In the event of repetition of an infringement for which the supervisory authority has already imposed a penalty on the supervised person, within 12 months from the effective date of the previous decision to impose a penalty (hereinafter referred to as “repeated infringement”), the supervisory authority shall impose a fine on the supervised person in an amount as follows:

- a) between EUR 300 and 3% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 400,000 for an infringement under paragraph 1(a);
- b) between EUR 600 and 5% of the turnover of the supervised person in the preceding financial year, for an infringement under paragraph 1(a) having the character of a widespread infringement or a widespread infringement with a Union dimension;
- c) between EUR 200 and 2% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 200,000, for an infringement under paragraph 1(b).
- d) between EUR 400 and 3% of the turnover of the supervised person in the preceding financial year, up to a maximum of EUR 600,000, for an infringement under paragraph 1(b) having the character of a widespread infringement or a widespread infringement with a Union dimension.

(4) For the purposes of paragraphs 1 to 3, ‘turnover’ means the sum of all incomes from the sale or provision of products, excluding indirect taxes, plus any financial aid provided to the supervised person. For the purpose of paragraph 2 and paragraph 3(b) and (d), the turnover of a supervised person shall include their turnover in all Member States where the supervised person’s infringement has caused, is causing or could cause harm to the collective interests of consumers if it is possible to determine the turnover in other Member States. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(5) ‘Preceding financial year’ means the financial year for which the last regular financial statements were prepared.

(6) ‘Financial aid provided to a supervised person’ means any and all assistance provided in monetary form from public funds that relates to the activities of the supervised person and is reflected in the price of the product.

(7) If a supervised person had no turnover in the preceding financial year, if the supervised person’s turnover for the preceding financial year cannot be ascertained or if the turnover of the supervised person in the preceding financial year was lower than the lower limit for the fine under paragraphs 1 and 2, the supervisory authority may impose a fine on the supervised person of between

- a) EUR 200 and EUR 200,000 for an infringement under paragraph 1(a);
- b) EUR 500 and EUR 2,000,000 for an infringement under paragraph 1(a) having the character of a widespread infringement or a widespread infringement with a Union dimension;
- c) EUR 100 and EUR 100,000 for an infringement under paragraph 1(b);
- d) EUR 300 and EUR 500,000 for an infringement under paragraph 1(b) having the character of a widespread infringement or a widespread infringement with a Union dimension.

(8) In the case of a repeated infringement where the supervised person had no turnover in the preceding financial year, if the supervised person’s turnover for the preceding financial year cannot be ascertained or if the turnover of the supervised person in the preceding financial year was lower than the lower limit for the fine under paragraphs and 3, the supervisory authority impose a fine of between

- a) EUR 300 and EUR 400,000 for an infringement under paragraph 1(a);
- b) between EUR 600 and EUR 2,000,000 for an infringement under paragraph 1(a) having the character of a widespread infringement or a widespread infringement with a Union dimension;
- c) EUR 200 and EUR 200,000 for an infringement under paragraph 1(b);
- d) EUR 400 and EUR 600,000 for an infringement under paragraph 1(b) having the character of a widespread infringement or a widespread infringement with a Union dimension.

(9) Fines shall constitute state budget revenues.



## **Section 44**

### **General principles for the imposition of fines**

(1) The fine for an infringement under this Act or under a legally binding act of the European Union shall be halved if, after the commencement of the infringement proceedings, the supervised person proves to the supervisory authority that they have terminated the infringement and, where consistent with the nature of the infringement, that they have made redress to consumers who suffered harm due to the infringement or whose rights and legally protected interests were otherwise affected thereby.

(2) It is not permissible to make an extraordinary reduction in the penalty for an infringement under this Act or under a legally binding act of the European Union below the statutory lower limit to fine except in cases under paragraph 1.

(3) Where a supervisory authority imposes in one procedure a fine for an infringement of two or more obligations under this Act or under a legally binding act of the European Union, it shall impose on the supervised person an aggregate fine in accordance with the provision relating to the infringement with the highest fine level. If the highest fine level is the same for several infringements, the aggregate fine shall be imposed in accordance with the provision applicable to one of them. If the lower limits of the fines for the infringements differ, the lower limit for the aggregate fine shall be the highest of these lower limits. When setting the amount of an aggregate fine, the supervisory authority shall consider the number of infringements and the facts under Section 42(3) in relation to all the infringements included in the procedure. Another type of penalty under Section 41 may also be imposed alongside the aggregate fine if it is justified by the nature of the infringements under consideration.

(4) Where a supervisory authority decides to impose a further fine for an infringement under this Act or under a legally binding act of the European Union which was committed by the supervised person before a decision was issued by which the supervisory authority imposed a fine on the supervised person for an infringement of another obligation under this Act or under a legally binding act of the European Union, the further fine imposed together with the previously imposed fine shall not exceed the maximum fine set in the provision relating to the concurrent infringement with the highest fine level.

(5) A fine for an infringement under this Act or a legally binding act of the European Union must not necessitate the liquidation of a supervised person.

## **Section 45**

### **Obligation to remove or amend content published on an online interface and obligation to ensure deletion of a domain**

(1) The supervisory authority may issue a decision imposing on a supervised person an obligation to remove or amend content published on an online interface or an obligation to ensure the deletion of a domain to achieve the termination or prohibition of harm to the collective interests of consumers or to prevent the risk of serious harm to the collective interests of consumers.

(2) In the operative part of a decision under paragraph 1, the supervisory authority shall set a deadline by which the supervised person must comply with the imposed obligation.

(3) The Code of Administrative Procedure does not apply to the enforcement of a decision under paragraph 1.

(4) The supervisory authority may request an information society service provider to cooperate in enforcing a decision under paragraph 1 if the supervised person does not comply with the obligation imposed by a final decision. The information society service provider shall provide the supervisory authority with timely cooperation as far as it is technically able to ensure the fulfilment of the imposed obligation. An information society service provider shall not be liable for damage caused by the enforcement of a decision if it has followed the instructions of the supervisory authority.

(5) If the supervisory authority issues a decision imposing on a supervised person an obligation to ensure deletion of a domain, it may request the registration authority for the top-level domain to register the deleted domain to the supervisory authority. The registration authority for the top-level domain shall cooperate with

the supervisory authority to ensure the timely registration of the domain in accordance with the first sentence after its deletion based on a decision of the supervisory authority. The domain registration costs shall be borne by the supervisory authority requesting registration of the domain.

#### **Section 46**

##### **Relation to the Code of Administrative Procedure**

The Code of Administrative Procedure applies to infringement proceedings.

#### **Section 47**

##### **Information to be provided before the start of infringement proceedings**

(1) No later than the start of the infringement proceedings, the supervisory authority shall provide the supervised person with information on the conditions for setting aside the case under Section 38(1)(b) and (d), the possibility to adopt a voluntary measure and the consequences of its adoption under Section 38(1)(c); this shall not apply in the case of a repeated infringement within 12 months from the effective date of the preceding decision of the supervisory authority imposing a penalty on the supervised person for the infringement, or an infringement committed before the issuing of a decision by which the supervisory authority imposed a penalty on the supervised person for another infringement.

(2) The supervisory authority may also provide information in accordance with paragraph 1 orally. If information is provided by the method referred to in the first sentence, the supervisory authority shall make a note of this in the official record.

(3) When providing information in accordance with paragraph 1, the supervisory authority shall set a deadline by which the supervised person shall prove compliance with the conditions for setting aside the case under Section 38(b) of (d) or deliver a proposal for a voluntary measure pursuant to Section 35(4); this deadline shall not be less than 30 days from the date of delivery of information in writing or the note referred to in paragraph 2. The supervisory authority may extend the deadline referred to in the first sentence by up to 30 days at the supervised person's request and repeated extensions are permitted in justified cases.

#### **Section 48**

##### **Notification of the start of infringement proceedings**

Notification of the start of infringement proceedings shall include in particular:

- a) identification of the obligation that the supervised person is alleged to have infringed;
- b) an account of the established facts of the case;
- c) a set period for the supervised person to comment on the established facts included in the notification of the start of the infringement proceedings, which shall not be less than seven working days.

#### **Section 49**

##### **infringement proceedings**

(1) Where appropriate and possible, the supervisory authority shall carry out joint proceedings for all infringements under this Act and a legally binding act of the European Union within the scope of its competence.

(2) The supervisory authority may also conduct joint proceedings on infringements under paragraph 1 committed by several supervised persons if the infringements are related and the same supervisory authority is competent to act on them. During joint proceedings, the supervisory authority may split off the case of a supervised person for separate proceedings if there is no longer a reason for joint proceedings, to accelerate proceedings or for another important reason. The supervisory authority shall notify all parties to the proceedings in writing of the combining of cases or the splitting off of a case for separate proceedings. No decision shall be issued for the combination of cases or the splitting off of a case. No appeal can be lodged against a notification of combination of cases or splitting off of a case.

(3) Creating and maintaining an unlawful state and merely maintaining an unlawful state shall both be regarded as persistent infringements. Continuing to maintain an unlawful state after the start of infringement proceedings shall be regarded as a new act.

(4) If a supervised person persists in the same infringement and there is an objective link between individual infringements in their manner, time and subject-matter, the unlawfulness of partial infringements committed no later than the start of the infringement proceedings shall be assessed as one infringement.

(5) In infringement proceedings, the supervisory authority shall be entitled to consider unfair commercial practices of supervised persons and unacceptable contractual terms as a preliminary question; this shall be without prejudice Section 27(4) and Section 40 of the Code of Administrative Procedure.

(6) The supervisory authority shall discontinue infringement proceedings when proceedings commence on an action brought before a court to protect the collective interests of consumers.

### **Section 50**

#### **Operative part of an infringement decision**

In addition to the requirements under Section 47(2) of the Code of Administrative Procedure, the operative part of a decision of the supervisory authority on the liability of the supervised person and the imposition of a penalty for an infringement shall include:

- a) a description of the act stating the place, time and manner of the infringement;
- b) the legal provision that was violated;
- c) the type and extent of the penalty.

### **Section 51**

#### **Publication of decisions**

(1) The supervisory body shall publish on its website all final decisions that it issues in infringement proceedings under this Act, including final decisions of a superior authority and courts reviewing decisions of the supervisory authority under the Code of Administrative Procedure.

(2) The supervisory authority shall publish a decision under paragraph 1 without delay after its entry into force and maintain it for at least five years from the date of its publication.

(3) The supervisory authority shall publish the decision together with the identification data of the supervised person to whom the decision is addressed; the personal data of natural persons shall be anonymised. When publishing decisions, the supervisory authority shall have regard for the protection of the personal data of consumers and other natural persons, the protection of banking secrets, tax secrets, postal secrets, telecommunications secrets and other information classified or protected by confidentiality obligations under other legislation.

## **DIVISION SIX**

### **JOINT, TRANSITIONAL AND FINAL PROVISIONS**

### **Section 52**

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

The obligations of a trader, an online marketplace operator, a sales event organiser, a manufacturer, an authorised representative of a manufacturer, an importer, a distributor, another economic operator, or a person who asserts or recovers a claim related to a contract on behalf of a creditor or in their own name under this act or a legally binding act of the European Union also apply to a person trading without a business license.

### **Section 53**

#### **Transitional provisions**

(1) The provisions of this Act shall apply to a contract concluded after 30 June 2024. Legal relationships established by contracts concluded before 1 July 2024 and claims arising from these contracts shall be assessed under the legislation in effect until 30 June 2024.

(2) Consumer protection oversight, supervision and checks under regulations effective before 1 July 2024 that started but were not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024. Proceedings on consumer protection infringements detected by oversight, supervision or checks under the first sentence shall be started and completed under the legislation in effect until 30 June 2024.

(3) Infringement proceedings in the area of consumer protection started but not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024.

(4) The committee for the assessment of conditions in consumer contracts and unfair commercial practices of sellers established under the legislation in effect until 30 June 2024 shall be the committee under Section 25(3).

(5) Until implementing legislation issued under Section 25(5) takes effect, Decree No 406/2008 of the Ministry of Justice of the Slovak Republic on the composition, decision-making, organisation of work and rules of procedure of the committee for the assessment of conditions in consumer contracts, as amended, shall remain in force and effect.

## **Section 54**

### **Transposition**

This Act transposes the legally binding acts of the European Union listed in Annex 4.

## **Section 55**

### **Repeal**

The following acts are hereby repealed:

1. Act No 250/2007 on consumer protection (and amending the Act of the Slovak National Council No 372/1990 on non-indictable offences), as amended by Act No 397/2008, Act No. 318/2009 , Act No 575/2009 , the Act No 508/2010 , Act No 301/2012, Act No 132/2013, Act No 437/2013, Act No 102/2014, Act No 106/2014, Act No 151/2014, Act No 199/2014, Act No 373/2014, Act No 273/2015, Act No 391/2015, Act No 170/2018, Judgement of the Constitutional Court of the Slovak Republic No 271/2018, Act No 198/2020, Act No 186/2021, Act No 455/2021, Act No 208/2022 and Act No 261/2023;
2. Act No 102/2014 on consumer protection in relation to sales of goods or provision of services based on distance and off-premises contracts (and amending certain laws), as amended by Act No 151/2014, Act No 173/2015, Act No 391/2015 and Act No 170/2018;
3. Act No 299/2019 on oversight and assistance in resolving unjustified geographical discrimination of a customer in the internal market (and amending Act No 128/2002 on state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws) as amended).

## **Article II**

Act No 40/1964 the Civil Code, as amended by Act No 58/1969, Act No 131/1982, Act No 94/1988, Act No 188/1988, Act No 87/1990, Act No 105/1990, Act No 116/1990, Act No 87/1991, Act No 509/1991, Act No 264/1992, Act of the National Council of the Slovak Republic No 278/1993, Act of the National Council of the Slovak Republic No 249/1994, Act No 153/1997, Act No 211/1997, Act No 252/1999, Act No 218/2000, Act No 261/2001, Act No 281/2001, Act No 23/2002, Act No 34/2002, Act No 95/2002, Act No 184/2002, Act No 215/2002, Act No 526/2002, Act No 504/2003, Act No 515/2003, Act No 150/2004, Act No 404/2004, Act No 635/2004, Act No 171/2005, Act No 266/2005, Act No 336/2005, Act No 118/2006, Act No 188/2006, Act No 84/2007, Act No 335/2007, Act No 568/2007, Act No 214/2008, Act No 379/2008, Act No 477/2008, Act No 186/2009, Act No 575/2009, Act No 129/2010, Act No 546/2010, Act No 130/2011, Act No 161/2011, Act No 69/2012, Act No 180/2013, Act No 102/2014, Act No 106/2014, Act No 335/2014, Act No 39/2015, Act No 117/2015, Act No 239/2015, Act No 273/2015, Act No 438/2015, Act No 91/2016, Act No 125/2016, Act No 170/2018, Act No 184/2018, Act No 213/2018, Act No 343/2018, Judgement of the Supreme Court of the Slovak Republic No 25/2019 and Act No 394/2019 is amended as follows:

1. In Sections 52 to 53b and Section 496(1), the word "supplier" in all its forms is replaced by the word "trader" in the corresponding form.

2. Section 52(3) and (4) are replaced by the following:

“(3) ‘Trader’ means a person who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to a consumer contract, an obligation resulting from such a contract or in a commercial practice.

(4) ‘Consumer’ means a natural person acting for purposes which are outside their trade, business, craft or profession in relation to a consumer contract, an obligation resulting from such a contract or in a commercial practice.”

3. In Section 53(4)(b) the words “another trader” shall be replaced by the words “a third party” and the words “would lead” shall be replaced by the words “could lead”

4. In Section 53(4)(d), after the word “rights”, the words “against the trader” are deleted.

5. Section 53(3) and (8) are replaced by the following:

“(7) Securing the performance of an obligation under a consumer contract by means of a security transfer, bill of exchange or cheque shall be invalid. Securing it by means of deduction from pay or other income shall also be invalid unless it is agreed in writing in a separate document, the consumer is expressly informed of the consequences and has the option to refuse it.

(8) Any provisions of a consumer contract which bind the consumer to acknowledge their debt, in their own name or represented by a third party, in case of non-performance of obligations resulting from the consumer contract shall be invalid.

6. In Section 53(13) and (15)(a), after the word “trader”, before the words “of financial services under other legislation”, a comma shall be inserted and the words “of financial services” shall be replaced by the words “who provides financial services”.

7. Section 53(15)(b) is replaced by the following: “b) the trader reserves the right to unilaterally change the terms and conditions of a consumer contract of an indefinite duration if it is required of the trader that they give the consumer reasonable advance notice about this and the option to terminate the contract by means of written notice and if the consumer has the right to terminate the contract without charge as of the effective date of this change.”.

8. In Section 53(16)(c) the words “such a clause is expressly permitted by other legislation” shall be replaced by the words “such a clause is not contrary to the law”.

9. In Section 53 the following paragraph 17 is added:

“(17) The trader 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. Any legal act by which a consumer authorises a third party selected in contravention of the previous sentence to conclude a consumer contract, carry out legal acts related to the performance of a consumer contract or conclude an agreement on security for the performance of an obligation of the consumer under a consumer contract on the consumer’s behalf shall be invalid.”.

10. Section 53e is inserted after Section 53d as follows:

**“Section 53e**

If a trader is unduly enriched in connection with a consumer contract, the limitation period for recovery of sums unduly paid as undue enrichment shall not be less than three years from the consumer’s last payment.”.

11. Section 119a is inserted after Section 119 as follows:

**“Section 119a**

(1) ‘Goods with digital elements’ means any movable items that incorporate, or are interconnected with, digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions.

(2) ‘Digital content’ means data which are produced and supplied in digital form.

(3) 'digital service' means a service which allows the consumer to create, process, store or access data in digital form, or which allows the sharing of or any other interaction with data in digital form uploaded or created by users of that service.

(4) 'Digital supply' means the supply of digital content and digital services."

12. The current text of Section 499 is renumbered as paragraph 1 and, after it, the following paragraph 2 is added:

"(2) If a defect becomes apparent within six months of performance, it shall be regarded as a defect that existed at the time of performance. This shall not apply if the contrary is proved or if this presumption is incompatible with the nature of the item or the defect."

13. In Section 501, before the existing text, paragraph 1 is inserted as follows:

"(1) if an item has a defect that the transferor knows about, they shall inform the transferee about it before the conclusion of the contract."

The current text is renumbered as paragraph 2.

14. In Section 502(1) the word "transferor" shall be replaced by the word "guarantor".
15. Section 502(3) and (3) are replaced by the following:

"(2) By agreement of the parties or unilateral declaration of the guarantor, liability for defects may be determined according to stricter principles than those laid down by law.

(3) The guarantor shall provide the eligible person with written confirmation of an agreement or a unilateral declaration pursuant to paragraph 1 or paragraph 2 (hereinafter referred to as a "guarantee statement"). The guarantee statement shall include the forename and surname, business name or name of the guarantor, their registered office or place of business, identification of the item to which the guarantee relates, the conditions of the guarantee and the procedure that the eligible person must follow to obtain fulfilment of the guarantee. If the guarantee statement does not include all the required information, this shall not invalidate the warranty."

16. Section 505 is replaced by the following:

#### **"Section 505**

(1) In the case of a defect for which liability exists under Section 502, a defect complaint must be made with six months from the discovery of the defect, no later than the end of the guarantee period, unless the guarantee statement provides otherwise.

(2) The time from the date of the defect complaint to the performance of a repair does not count as part of the guarantee period. The guarantor shall issue the transferee confirmation of the date when the right was exercised, their repairs performed and the time needed for performance."

17. Sections 507 to 509 are replaced by the following:

#### **"Section 507**

(1) In the case of defect that can be remedied, the transferee may request its remediation free of charge. The transferor shall remedy the defect within a reasonable period. 'Reasonable period' means the shortest possible time that the transferor needs to assess the defect and repair or replace the item considering the nature of the item and the nature and severity of the defect.

(2) If the defect cannot be remedied and prevents the proper use of the item as if it had no defect in accordance with Section 499, the transferee shall be entitled to withdraw from the contract. The transferee has the same right in respect of remediable defects if the proper use of the item is prevented by the recurrence of defects after repair or the large number of defects.

(3) If a defect cannot be remedied but does not prevent the proper use of the item in accordance with Section 499, the transferee shall be entitled to a price reduction.

(4) The transferee is also entitled to withdraw from the contract if the transferor expressly assures the transferee that an item has certain characteristics, especially characteristics mentioned by the transferee and such assurances prove to be false.

(5) Rights arising from liability for defects may be regulated by law or agreed by the parties otherwise for each obligation.

### **Section 508**

(1) A claim from liability for defects must be brought before a court within the general limitation period (Section 101), which starts from the date of the transferee's defect complaint to the transferor.

(2) If the transferee is legally entitled to exercise rights from liability for defects without a defect complaint, the limitation period under paragraph 1 starts from the date of performance. If performance is continuous, the limitation period starts from the date of discovery of the defect and shall not expire earlier than two months after the termination of performance.

### **Section 509**

(1) The transferee shall be entitled claim from the transferor reimbursement of costs reasonably incurred in connection with making a complaint for which the transferor is liable and exercising rights from liability for defects.

(2) The transferee must exercise a right under paragraph 1 in relation to the transferor no later than two months from the delivery of the repaired item or its replacement, the payment of a discount on the price or the return of the price after withdrawal, otherwise the right shall lapse.

(3) At the transferee's request, the court may award them adequate financial satisfaction if they have successfully claimed their rights from liability for defects before the court."

18. Sections 596 and 598 are deleted.

19. Section 599 is replaced by the following:

### **"Section 599**

The buyer may exercise rights from liability for defects only if they submit a defect complaint to the seller without undue delay, no later than 24 months from taking over the item. If no defect complaint is made within this period, the rights from liability for defects shall lapse."

20. Subpart Four of Title Two of Division Eight, including the heading, is replaced by the following:

### **"Subpart Four**

### **Special provisions on consumer sales contracts**

### **Section 612**

### **Consumer sales contract**

(1) 'Consumer sales contract' means any sales contract concluded between the trader as seller and the consumer as buyer involving the sale of goods, including goods with digital elements (Section 119a(1)), water, gas or electricity put up for sale in a limited volume or a set quantity, even if the goods are still to be manufactured or assembled, also including goods made to the consumer's specifications.

(2) For avoidance of doubt, the supply of digital content or the provision of a digital service forms part of the subject matter of a consumer purchase contract for the purchase of goods with digital elements.

(3) The provisions of sections 615 to 626 do not apply to the following purchases:

- a) a live animal;
- b) a tangible medium that serves exclusively as a carrier of digital content or a digital service;
- c) in relation to execution or other action under authority of law;

- d) a used item at a public auction, if the buyer has been informed in advance that the purchase is not covered by Sections 615 to 626; a public auction is a method of sale where the seller, through a transparent, competitive bidding procedure run by the auctioneer, offers goods or services to consumers who attend or are given the possibility to attend the auction in person, and the successful bidder is obliged to purchase the goods or services.

### **Section 613**

#### **Delivery of a sold item**

(1) The seller shall deliver a sold item to the buyer without undue delay, no later than 30 days from the date of conclusion of the contract, unless the parties agree otherwise.

(2) The item shall be regarded as delivered from the moment when it is taken over by the buyer or a person designated by the buyer, or when the seller hands it over to a carrier commissioned by the buyer outside the transport options offered to the buyer by the seller.

(3) If the item requires assembly or installation by the seller, the item shall be regarded as delivered only after the assembly or installation has been completed.

(4) If the item is a good with digital elements, it shall be regarded as delivered from the moment when the relevant digital content or digital service is made available for download and installation by the buyer or, if the digital content or digital service is provided on an continuous basis, from the moment when it becomes available to the buyer.

(5) If the seller fails to deliver the item on time, the buyer may withdraw from the contract even without providing a reasonable grace period pursuant Section 517(1) if:

- a) the seller refused to deliver the item;
- b) timely delivery was of the utmost importance having regard to all the circumstances of the conclusion of the contract; or
- c) the buyer informed the seller before concluding the contract that timely delivery was extremely important.

(6) Section 518 does not apply to a consumer sales contract.

(7) After withdrawing from the contract under paragraph 5, the seller shall, without undue delay, return to the buyer everything that they received from them under the contract.

### **Section 614**

#### **Acquisition of ownership rights and transfer of risk**

(1) Ownership of the sold item and the risk of accidental destruction, accidental deterioration and loss of the item pass to the Buyer at the moment of delivery.

(2) In self-service sales, the buyer acquires ownership of the item after payment of the purchase price. Until then, the buyer can return the item to its original location. This is without prejudice to the buyer's liability for damage to an item.

### **Quality and quantity**

#### **Section 615**

#### **Requirements for a sold item**

(1) The sold item must meet the agreed requirements (Section 616) and general requirements (Section 617). For goods with digital elements, digital content and digital services must meet the agreed requirements and general requirements regardless of whether they are supplied or provided by the seller or another person.



(2) The item need not meet the general requirements if, at the conclusion of the contract, the seller expressly informs the buyer that a certain property of the item does not meet the general requirements and the buyer expressly and separately approves this non-compliance.

### **Section 616**

#### **Agreed requirements**

The sold item shall be regarded as meeting agreed requirements primarily if:

- a) it conforms to the description, type, quantity and quality specified in the contract;
- b) it is suitable for the specific purpose about which the buyer informed the seller at the latest before the conclusion of the contract and with which the seller agreed;
- c) it possesses the contractually defined ability to perform its functions having regard to its purpose (hereinafter referred to as “functionality”);
- d) it possesses the contractually defined ability to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service (hereinafter referred to as “compatibility”) and to the contractually defined ability function with hardware or software different from those with which digital content or digital services of the same type are normally used (hereinafter referred to as “interoperability”);
- e) it possesses other characteristics specified in the contract;
- f) it is supplied with all the accessories specified in the contract;
- g) it is supplied with instructions for use including instructions for assembly and installation, as stipulated in the contract; and
- h) the updates specified in the contract are supplied, in the case of goods with digital elements.

### **Section 617**

#### **General requirements**

(1) The sold item shall be regarded as meeting general requirements if:

- a) it is suitable for all the purposes for which an item of the same type is normally used, taking into account, in particular, legal regulations, technical standards or codes of conduct applicable to the industry concerned, if technical standards have not been prepared;
- b) it corresponds to the description and quality of any sample or model that the seller made available to the buyer before the conclusion of the contract;
- c) it is supplied with accessories, packaging and instructions, including instructions for assembly and installation, which the buyer can reasonably expect; and
- d) it is supplied in a quantity and with the quality and characteristics including functionality, compatibility, security and the ability to maintain its functionality and performance (hereinafter referred to as “durability”) normal for items of the same type and which the buyer can reasonably expect given the nature of the item sold and taking into account any public statement made by or on behalf of the seller or another person in the same supply chain, including the producer, in particular in the promotion of the item or on its labelling; ‘producer’ means a manufacturer of goods, an importer of goods into the Union from a third country or any person purporting to be a producer by placing their name, trade mark or other distinctive sign on the item.

(2) The seller shall not be bound by a public statement under paragraph 1(d) if, for justifiable reasons, they were unaware and could not have been aware of the public statement, the public statement was corrected before the conclusion of the contract using the same method that was used to issue it or a similar method, or the buyer’s decision to conclude the contract could not have been affected by the public statement; the seller shall bear the burden of proving these facts.

(3) The seller shall ensure that during a period under paragraph 4 or 5, the buyer is made aware of updates, including safety updates, and that the buyer is provided with updates necessary to maintain the conformity of sold goods with digital elements with the requirements laid down in Section 615.

(4) If, under the contract, digital content is to be supplied or a digital service is to be provided on a one-off basis, the period under paragraph 3 shall be the period during which the buyer can reasonably expect that the sold item will meet the requirements under Section 615 taking into account the type and purpose of the item and the digital elements, the nature of the contract and the circumstances of its conclusion.

(5) Where the contract provides for continuous supply of digital content or a digital service during an agreed period, the period under paragraph 3 shall be this agreed period, but at least two years from the delivery of the item with digital elements.

### **Liability for defects**

#### **Section 618 Defects of a sold item**

A sold item is defective if it does not meet the requirements under Section 615 or if its use is prevented or restricted by third party rights including intellectual property rights.

#### **Section 619 Liability for defects**

(1) The seller shall be liable for any defect that the sold item has at the time of its delivery or that becomes apparent within two years of the delivery of the item.

(2) If the contract provides for the sale of an item with digital elements and the continuous supply of digital content or a digital service during an agreed period, the seller shall be liable for any defect in the digital content or digital service that occurs or becomes apparent at any time in this agreed period but at least for two years from the delivery of the item with digital elements.

(3) In the case of a used item, the parties may agree on a shorter period of the seller's liability for defects than in paragraphs 1 and 2, but not less than one year from the delivery of the item.

(4) The seller shall be liable for a defect caused by improper assembly or installation of an item, digital content or digital service if:

- a) the assembly or installation was part of the sales contract and was carried out by the seller or under the seller's responsibility; or
- b) assembly or installation intended to be carried out by the buyer was carried out incorrectly by the buyer due to shortcomings in the assembly or installation instructions provided by the seller or the supplier of the digital content or digital service.

(5) The seller shall not be liable for a defect in goods with digital elements caused solely by a failure to install an update pursuant to Section 617(3) if the buyer failed to install the update within a reasonable period after its delivery; and

- a) the seller informed the buyer about the availability of the update and the consequences of failure to install it; and
- b) the failure of the consumer to install or the incorrect installation by the buyer of the update was not due to shortcomings in the installation instructions provided to the consumer.

#### **Section 620 Burden of proof**

(1) If a defect becomes apparent before expiry of the period under Section 619(1) to (3), it shall be presumed that it is a defect that the item already had at the time of delivery. This shall not apply if the contrary is proved or if this presumption is incompatible with the nature of the item or the defect

(2) If the contract provides for the sale of an item with digital elements and the continuous supply of digital content or a digital service during an agreed period, the seller shall bear the burden of proving that the digital content was supplied or the digital service provided without defects during for the period pursuant to Section 619(2).

### **Section 621**

#### **Rights from liability for defects**

(1) If the seller is liable for a defect in a sold item, the buyer shall be entitled to have the defect remedied by repair or replacement (Section 623), to receive a reasonable discount on the purchase price or to withdraw from the purchase contract (Section 624).

(2) The buyer may refuse to pay the purchase price or a part thereof until the seller fulfils the seller's obligations arising from liability for defects, unless the buyer is in arrears with the payment of the purchase price or a part thereof at the time of the defect complaint. The buyer shall pay the purchase price without undue delay after the seller's obligations are fulfilled.

(3) The buyer may exercise rights from liability for defects including the right under paragraph 2 only if they make a defect complaint within two months from the discovery of the defect, no later than the end of the period under Section 619(1) to (3). The provisions of Section 509 shall apply *mutatis mutandis*.

(4) The exercise of rights from liability for defects does not exclude the buyer's right to compensation for damage caused by the defect.

### **Section 622**

#### **Defect complaints**

(1) A defect complaint can be made at any establishment of the seller or to another person about whom the seller informed the buyer before the conclusion of the contract or before the sending of the order or by means of distance communication to the address of the registered office or place of business of the seller or another address about which the seller informed the buyer before or after the conclusion of the contract.

(2) If the buyer delivers a defect complaint by means of a letter that the seller refuses to accept, the letter shall be regarded as delivered from the date of such refusal.

(3) The seller shall provide the buyer with written confirmation of a defect complaint without delay after the buyer makes a defect complaint. In the confirmation of the defect complaint, the seller shall indicate the period within which the defect will be remedied in accordance with Section 507(1). The period notified under the previous sentence must not be more than 30 days from the date of the defect complaint unless a longer period is justified by an objective reason outside the seller's control.

(4) If the seller refuses liability for defects, the buyer shall be informed of the reasons in writing. If the buyer establishes the seller's liability for the defect by means of an expert appraisal or a professional opinion issued by an accredited, authorised or notified person, the buyer can resubmit the defect complaint and the seller shall not refuse liability for the defect; Section 621(3) shall not apply to the resubmitted defect complaint. Section 509(2) applies to a consumer's associated with obtaining an expert appraisal and professional opinion.

(5) If, before concluding the contract or, if the contract is concluded on the basis of the buyer's order, before the sending of the order, the seller informs the buyer that defect complaints can also be made to another person, any action or inaction of that person shall be deemed to be the seller's action or inaction for the purposes of liability for the defect.

### **Section 623**

#### **Remediation of defects**

(1) The buyer has the right to choose whether a defect will be remedied by replacement or repair. The buyer cannot choose a method for remediation of a defect that is impossible or that would cause the seller disproportionate costs compared to the other method of remedying the defect, taking into account all the circumstances, in particular the value of the defect-free item, the severity of the defect and whether the other method of remedying the defect would cause the buyer significant inconvenience.

(2) The seller may refuse to remedy the defect if repair or replacement is impossible or would require costs that would be disproportionate, taking into account all circumstances including those under the second sentence of paragraph 1.

(3) The seller shall repair or replace the item within a reasonable period (Section 507(1)) after the buyer has complained of the defect, without charge, at their own expense and without any significant inconvenience to the buyer, taking into account the nature of the item and the purpose for which the buyer required the item.

(4) For the purpose of repair or replacement, the buyer shall hand over or make available the item to the seller or to a person referred to in Section 622(5). The costs of taking over the item shall be borne by the seller.

(5) The seller shall deliver the repaired item or a replacement item to the buyer at their own expense in the same or a similar way that the buyer delivered the defective item, unless the parties agree otherwise. If the buyer does not take over the item within six months from the date when it was supposed to be taken over, the seller may sell the item. If the item is of greater value, the seller shall notify the buyer in advance of the intended sale and shall grant the buyer a reasonable grace period to take delivery of the item. Immediately after the sale, the seller shall pay the buyer the proceeds of the sale of the item after deduction of the costs of its safekeeping and sale if the buyer exercises the right to a share of the proceeds within a reasonable period specified by the seller in the notification of the intended sale of the item. The seller may destroy the item at their own expense if it has not been sold or if the expected proceeds from the sale are not sufficient to cover reasonable costs that the seller has incurred for the safekeeping of the item and the costs that the seller would necessarily have to incur for its sale.

(6) If replacement or repair requires the removal of an item installed in accordance with its nature and purpose before the defect became apparent, the seller shall provide for the removal of the item and the installation of the repaired or replacement item as part of remediation of the defect. The seller and the buyer may agree that the buyer arrange the removal of the item and the installation of the repaired or replacement item at the seller's expense and risk.

(7) If the remedy for a defect is replacement, the seller shall not be entitled to compensation for damage caused by normal wear and tear of the item or remuneration for normal use of the item before its replacement.

(8) The seller is liable for defects of a replacement item in accordance with Section 619.

### **Section 624**

#### **Discount on the purchase price and withdrawal from the contract**

(1) The buyer shall be entitled to a reasonable discount on the purchase price or withdrawal from the sales contract without providing a reasonable grace period pursuant to Section 517(1) if:

- a) the seller fails to repair or replace the item;
- b) the seller fails to repair or replace the item in accordance with Section 623(4) and (6);
- c) the seller refuses to remedy a defect in accordance with Section 623(2);
- d) the item has the same defect after repair or replacement;

- e) the defect is of such a serious nature as to justify an immediate purchase reduction of the purchase price or withdrawal from the of the sales contract; or
- f) the seller has declared, or it is clear from the circumstances, that the seller will not remedy the defect within a reasonable time, or without causing significant inconvenience for the buyer.

(2) When assessing the buyer's right to a discount on the purchase price or withdrawal from the purchase contract pursuant to paragraph 1(d) and (e), all circumstances shall be taken into account, in particular the type and value of the item, the nature and severity of the defect and the reasonableness of requiring the buyer to trust in the seller's ability to remedy the defect.

(3) A discount on the purchase price must be proportional to the difference between the value of the item as sold and its value if it were free from defects.

(4) The buyer shall not be entitled to withdraw from the sales contract pursuant to paragraph 1 if the buyer contributed to the occurrence of the defect or if the defect is negligible. The seller shall bear the burden of proving that the buyer contributed to the occurrence of the defect or that the defect is negligible.

(5) If the sales contract concerns the purchase of several items, the buyer shall be entitled to withdraw from it only in relation to the defective item. they may withdraw from the contract in relation to other items only if it cannot reasonably be expected that they would be interested in retaining the other items without the defective item.

(6) After withdrawal from the contract or part thereof, the buyer shall return the item to the seller at the seller's expense. If the item was installed in accordance with its nature and purpose before the defect became apparent, the seller shall provide for its removal. If the seller fails to remove the item within a reasonable time, the buyer may arrange for the item to be removed and delivered to the seller at the seller's expense and risk.

(7) After withdrawing from the contract, the seller shall return the purchase price to the buyer no later than 14 days from the date of the return of the item to the seller or after the presentation of proof that the buyer has sent the item back to the seller, whichever occurs first.

(8) The seller shall return the purchase price to the buyer or pay a discount on the purchase price in the same way that the buyer used when paying the purchase price, unless the buyer expressly agrees to a different method of payment. All costs related to the payment shall be borne by the seller.

(9) The seller shall not be entitled to compensation for damage caused by normal wear and tear of the item or remuneration for normal use of the item before withdrawal from the sales contract.

## **Section 625**

### **Reimbursement of the seller's costs**

If the defect for which the seller is liable is the result of an act or omission of another person in the same supply chain, including a failure to deliver updates for an item with digital elements, the seller shall be entitled to reimbursement of costs reasonably incurred as a result of a defect complaint and the buyer's exercising of rights from liability for defects pursuant to Section 621.

## **Section 626**

### **Consumer guarantee**

(1) The producer [Section 617(1)(d)] or seller may provide the buyer with a consumer guarantee by which they agree to return the purchase price to the buyer, exchange or replace the sold item or ensure its maintenance beyond the scope of the rights from liability for defects. The buyer has the right to require a producer or seller who has provided a consumer guarantee to carry out the consumer guarantee under the conditions set out in the guarantee statement or related advertising available at the time of conclusion of the sales contract or before its conclusion.

(2) If the producer offers a consumer guarantee of durability of the item, the buyer has the right to exercise the right to remediation of a defect under Section 623 against the producer for the duration of the consumer guarantee if the producer does not provide more favourable conditions for durability in the consumer guarantee.

(3) The producer or seller providing a consumer guarantee shall provide the buyer with a guarantee statement in Slovak or in another language agreed with the customer, on a durable medium, no later than the time of delivery of the item. The producer or seller providing a consumer guarantee shall provide clear and comprehensible information in the guarantee statement including the particulars referred to in Section 502(3) and information on the buyer's rights against the seller from liability for defects under Section 621, which are not affected by the consumer guarantee.

(4) A breach of the obligations of a producer or seller providing a consumer guarantee under paragraph 3 shall not affect the validity of the consumer guarantee.

(5) If the conditions of the consumer guarantee in related advertising are more favourable for the buyer than the conditions in the guarantee statement, the conditions set out in the advertisement shall apply. This shall not apply if, before the conclusion of the contract with the buyer, the producer or seller providing the consumer guarantee brought the related advertising into line with the guarantee statement in the same or a similar way to that in which the advertising was presented.”.

21. Section 627 is deleted.

22. Section 645, with heading, is replaced by the following:

**“Section 645  
Taking delivery of an item**

(1) The customer shall take delivery of the item no later than one month from the set time for completion of the item, and if the item is completed later, within one month from its completion. If the customer does not take delivery of the item, they shall pay the agreed storage fee.

(2) If the customer does not take delivery of the item within six months of its completion, the contractor can freely dispose of it. If the contractor fails to recover the value of the item or otherwise usefully dispose of it, the contract shall be entitled to payment of the price for the work from the customer. The customer shall be entitled to reimbursement of the price of used material which the customer supplied for production of the item. In respect of the construction of building, the contractor always has the right to payment of the price of the completed building.”.

23. Before Section 646, a heading is inserted as follows: “Special provisions on liability for defects”.

24. Section 646(1) and (2) are replaced by the following:

“(1) The contractor is liable for defects that the item has when the customer takes delivery of it.

(2) If a defect becomes apparent within 24 months from the date when the customer was to take delivery of the item, it shall be presumed that it is a defect that the item already had at the time of delivery. This shall not apply if the contrary is proved or if this presumption is incompatible with the nature of the item or the defect.”.

25. In Section 646(3), a new first sentence is inserted as follows: “In the case of the construction of a building, the contractor shall also be liable for defects that occur after the handover of the item for the duration of the warranty period.” and, after the word “years”, the following words are inserted: “from the date when the customer was to take delivery of the building”.

26. In Section 646, the following paragraphs 4 and 5 are added:

“(4) The contractor shall not be liable for defects caused by the defectiveness of the material supplied by the customer or the unsuitability of their instructions if they have notified the customer of the defectiveness of the material and the unsuitability of their instructions.

(5) If the contractor refuses liability for defects, the customer shall be informed of the reasons in writing.”.

27. Sections 647 and 648, including the headings, are replaced by the following:

**“Section 647**  
**Liability for the destruction of or damage to a building**

The contractor shall be liable damage to or destruction of a building made to order until the customer takes delivery of the completed building unless the damage is caused by other factors.

**Section 648**  
**Consumer contract for the production of an item to order**

If the contract for the manufacture of an item to order is a consumer contract relating to any movable item including an item with digital elements (Section 119a(1)), the contract shall be subject to the provisions on a consumer sales contract under Sections 613 to 626.”.

28. Sections 649 to 651 are deleted.

29. In Division Eight, the following Title Twenty-One, with heading, is added:

**“Title Twenty-One**  
**Special provisions on digital supply contracts**

**Section 852a**  
**Digital supply contract**

(1) ‘Digital supply contract’ means any consumer contract under which a trader makes or undertakes to supply digital content or a digital service, and the consumer pays or undertakes to pay a price, including a digital representation of value, or provides or undertakes to provide to the trader their personal data, including cases where the supplied digital content or service is prepared based on the consumer’s specifications.

(2) A contract shall not be regarded as a digital supply contract if it the trader makes or undertakes to supply digital content or a digital service and the consumer provides or undertakes to provide only personal data that the trader processes exclusively for the purposes of digital supply or fulfilling a legal obligation.

(3) The provisions of Sections 852b to 852n shall not apply to contracts with the following subject matter:

- a) a service that is not a digital service, regardless of whether digital forms or means are used by the trader to produce the output of the service or to deliver or transmit it to consumer;
- b) electronic communications services with the exception of number-independent interpersonal communications services;
- c) provision of health care and health care-related services;
- d) a gambling service provided by a trader at the individual request of a consumer using electronic means or other technology for facilitating communication, which involves wagering a stake with a pecuniary value in games of chance, including those with an element of skill, such as lotteries, casino games, poker games and betting transactions;
- e) a financial service;
- f) software offered to the consumer by the trader without charge under a free and open-source licence, where the personal data provided by the consumer are exclusively processed by the trader for the purpose of improving the security, compatibility or interoperability of that specific software;
- g) digital content made available to the general public other than by signal transmission as a part of a performance or event, particularly as digital audiovisual projections;
- h) digital content that public authorities are obliged to make available;
- i) the supply of digital content or a digital service incorporated in or inter-connected with an item with digital elements pursuant to Section 119a(1).

(4) The provisions of Sections 852c to 852n on digital supply shall also apply to a tangible medium which serves exclusively as a carrier for digital content.

(5) If a contract relates to both digital supply and other types of supply, the provisions of Sections 852b to 852n shall apply only to that part of the contract relating to digital supply.

Where a consumer has a right of withdrawal in respect of a part of a contract relating to digital content or a digital service, the consumer shall also have a right of withdrawal in respect of a part relating to other performance that is the subject matter of the same contract between the same trader and the same consumer and which is necessary for the proper use of the digital content or services in question.

(6) Paragraph 5 is without prejudice to Section 612.

(7) The provisions of this act relating to digital supply are without prejudice to the provisions of other legislation on personal data protection.

### **Section 852b**

#### **Delivery under a digital supply contract**

(1) The trader shall supply the relevant digital content or digital service without undue delay after the conclusion of the contract unless the parties agree otherwise. The trader shall bear the burden of proving supply of the digital performance to the consumer.

(2) Digital content shall be regarded as delivered when the digital content or any means suitable for accessing or downloading the digital content is made available or accessible to the consumer, or to a physical or virtual facility chosen by the consumer for that purpose;

(3) A digital service shall be regarded as delivered when the digital service is made accessible to the consumer or to a physical or virtual facility chosen by the consumer for that purpose.

(4) If the trader fails to deliver the digital content or service on time, the consumer may withdraw from the contract even without providing a reasonable grace period pursuant Section 517(1) if:

- a) the trader has declared, or it is clear from the circumstances, that the trader will not supply the digital content or service; or
- b) it follows from the contract or from the circumstances surrounding the conclusion of the contract that timely delivery was essential for the consumer.

(5) Section 518 does not apply to a digital supply contract.

### **Section 852c**

#### **Modification of digital supply**

(1) If digital content or a digital service is to be supplied or made available to the consumer for a set period, the trader may, on justified grounds agreed in the contract, change the digital supply beyond what is necessary to maintain conformity with requirements under Section 852d, if:

- a) the customer will not incur additional costs;
- b) the consumer is informed in a clear and comprehensible manner of the modification; and
- c) in the cases referred to in paragraph 2, the consumer is informed reasonably in advance on a durable medium of the features and time of the modification and of the right to withdraw from the contract in accordance with paragraph 2, or of the possibility to maintain the digital content or digital service without such a modification in accordance with paragraph 3.

(2) If the modification of the digital content or digital service negatively impacts the consumer's access to or use of the digital content or digital service, the consumer shall be entitled to withdraw from the contract without any obligation to provide compensation to the trader unless such negative impact is only minor. If the consumer does not withdraw from the contract within 30 days from the date of delivery of notice under paragraph 1(c) or from the date of modification of the digital content or digital service,



whichever is later, the consumer's right of withdrawal shall expire. Withdrawal from the contract is governed by Section 852n.

(3) The consumer shall not be entitled to withdraw from the contract under paragraph 2 if the trader allows them to maintain the digital content or digital service without the modification and without additional costs for the consumer and the not making the modification will not lead to a digital supply defect.

(4) Where the contract combines digital supply and an internet access service or a number-based interpersonal communications service, paragraphs 1 to 3 shall not apply to the part of the contract relating to digital supply.

### **Quality and quantity**

#### **Section 852d**

##### **Requirements for digital supply**

(1) Digital supply must meet the agreed requirements (Section 852e) and general requirements (Section 852f).

(2) Digital supply need not meet the general requirements if, at the conclusion of the contract, the trader expressly informs consumer are that a certain property of the digital content or digital service does not meet the general requirements and the buyer expressly and separately approves this non-compliance.

#### **Section 852e**

##### **Agreed requirements**

Digital supply shall be regarded as meeting agreed requirements primarily if:

- a) it conforms to the description, quantity and quality specified in the contract;
- b) it is suitable for the specific purpose about which the consumer informed the seller at the latest before the conclusion of the contract and with which the trader agreed;
- c) it possesses the contractually defined functionality, compatibility, interoperability and other agreed features;
- d) supply includes all the accessories specified in the contract;
- e) it is accompanied by assistance services and instructions for use including instructions for installation as specified in the contract; and
- f) it is updated in accordance with the contract.

#### **Section 852f**

##### **General requirements**

(1) Digital supply shall be regarded as meeting general requirements if:

- a) it is suitable for the purposes for which digital content and digital services of the same type are normally used, taking into account, in particular, legal regulations, technical standards or codes of conduct applicable to the industry concerned, if technical standards have not been prepared;
- b) it complies with any trial version or preview of the digital content or digital service made available by the trader before the conclusion of the contract.
- c) it is accompanied by accessories and instructions that the consumer can reasonably expect;
- d) it is supplied in a quantity, possesses the features and performance, including functionality, compatibility, accessibility, continuity and security normal for digital content or digital services of the same type which the consumer may reasonably expect given the nature of the digital content or service and taking into account any public statement made by or on behalf of the trader or

another person in the same supply chain, in particular when promoting the digital supply or on its labelling.

(2) The trader shall not be bound by a statement under paragraph 1(d) if, for justifiable reasons, they were unaware and could not have been aware of the public statement, the public statement was corrected before the conclusion of the contract using the same method that was used to issue it or a similar method, or the consumer's decision to conclude the contract could not have been affected by the public statement; the seller shall bear the burden of proving these facts.

(3) The trader shall supply the digital content or digital service in the most recent version available at the time of the conclusion of the contract unless the parties agree otherwise.

(4) The trader shall ensure that during a period under paragraph 5 or 6, the consumer is made aware of updates, of updates to the digital content or service including safety updates, and that the consumer is provided with updates necessary to maintain the conformity of the digital content or service with the requirements laid down in Section 852d.

(5) If the digital supply contract is for a single act of supply, the period under paragraph 4 shall be the period during which the consumer can reasonably expect that the digital content or service will meet the requirements under Section 852d taking into account the type and purpose of digital supply, the nature of the contract and the circumstances of its conclusion.

(6) If the digital supply contract provides for the continuous supply of digital content or a digital service for an agreed period, the period under paragraph 4 shall be this agreed period.

### **Liability for defects**

#### **Section 852g**

#### **Digital supply defect**

Digital content or a digital service is defective if it does not meet the requirements under Section 852d or if its use is prevented or restricted by third party rights including intellectual property rights.

#### **Section 852h**

#### **Liability for defects**

(1) The trader shall be liable for any defect that the digital content or digital service has at the time of its supply and that becomes apparent within two years of its delivery, if the contract provides for a single act of supply or a series of individual acts of supply.

(2) In the case of continuous digital supply over an agreed period, the trader shall be liable for any digital supply defect that occurs or becomes apparent during that agreed period.

(3) The trader shall be liable for any defect caused by incorrect linking or incorporation of the digital content or service with the components of the consumer's digital environment (hereinafter referred to as "integration") if:

- a) integration was carried out by the trader or under the trader's responsibility; or
- b) integration intended to be carried out by the consumer was done by the consumer incorrectly due to shortcomings in the integration instructions provided by the trader.

(4) 'Digital environment' means hardware, software and any network connection used by the consumer to access or make use of digital content or a digital service.

(5) The trader shall not be liable for a digital supply defect caused solely by a failure to install an update pursuant to Section 852f(4) if the consumer failed to install the update within a reasonable period after its delivery; and

- a) the trader informed the consumer about the availability of the update and the consequences of failure to install it; and
- b) the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided to the consumer by the trader.

(6) The trader shall provide consumer with written confirmation of a defect complaint without delay after the consumer makes a defect complaint. In the confirmation of the defect complaint, the trader shall indicate the period within which the defect will be remedied in accordance with Section 507(1). The period notified under the previous sentence must not be more than 30 days from the date of the defect complaint unless a longer period is justified by an objective reason outside the trader's control.

(7) If the trader refuses liability for defects, the consumer shall be informed of the reasons in writing.

### **Section 852i**

#### **Burden of proof**

(1) The trader shall bear the burden of proving that digital supply is in accordance with Section 852d.

(2) If a defect becomes apparent within one year from supply under a digital supply contract providing for a single act of supply or a series of individual acts of supply, the trader shall bear the burden of proving that the digital content or digital service did not have this defect at the time of supply.

(3) In the case of continuous digital supply over an agreed period, the trader shall bear the burden of proving that the digital content or service is free from defects during the agreed period.

(4) The trader shall not bear the burden of proof pursuant to paragraphs 2 and 3 where the trader demonstrates that the consumer's digital environment is not compatible with the technical requirements of the digital content or digital service, provided that the trader communicated them to the consumer in a clear and comprehensible manner before the conclusion of the contract.

(5) The consumer shall provide the trader with reasonable cooperation necessary to ascertain whether the digital supply defect was caused by the consumer's digital environment. The consumer's necessary cooperation shall be limited to the technically available means which are least intrusive to the consumer. If, before the conclusion of the contract, the trader communicates to the consumer the obligation to cooperate in a clear and comprehensible manner and the consumer fails to provide such cooperation, in order to exercise the rights from liability for defects, the consumer must prove that the digital performance had the defect at the time of supply, in the case of digital supply in the form of a single act or a series of individual transactions, or at an agreed time, in the case of digital supply that is supplied continuously over an agreed period.

### **Section 852j**

#### **Rights from liability for defects**

(1) If the trader is liable for a digital supply defect, the consumer shall be entitled to remediation of the defect (Section 852k), to a reasonable discount on the price (Section 852l) or withdrawal from the contract (Section 852l).

(2) The consumer may exercise rights from liability for defects without making a complaint.

(3) After making a defect complaint, the consumer may refuse to pay the trader the price or a part thereof until the trader fulfils the trader's obligations arising from liability for defects, unless the consumer is in arrears with the payment of the price or a part thereof at the time of the defect

complaint. The trader shall pay the price without undue delay after the trader's obligations are fulfilled.

(4) The provisions of Section 509 apply *mutatis mutandis* to liability for digital supply defects.

(5) The exercise of rights from liability for defects does not exclude the consumer's right to compensation for damage caused by the defect.

### **Section 852k**

#### **Remediation of defects**

(1) The trader shall remedy a digital supply defect within a reasonable period (Section 507(1)) after the consumer has made a defect complaint, without charge, at their own expense and without any significant inconvenience to the consumer, taking into account the nature of the digital supply and the purpose for which the buyer required the digital supply.

(2) The trader may refuse to remedy the defect if remediation is impossible or would impose costs on the trader that would be disproportionate, taking into account all the circumstances, in particular the value of the defect-free digital content or service and the severity of the defect.

### **Section 852l**

#### **Discount on the price and withdrawal from the contract**

(1) The consumer shall be entitled to a reasonable discount on the purchase price, or withdrawal from the contract without providing a reasonable grace period pursuant to Section 517(1) if:

- a) remediation of a defect is not possible or would impose disproportionate costs on the trader;
- b) the trader fails to remedy the defect in accordance with Section 852k(1);
- c) the digital supply defect persists despite the trader's efforts to remedy it;
- d) the defect is of such a serious nature as to justify the consumer's right to an immediate price reduction or withdrawal from the of the sales contract; or
- e) the seller has declared, or it is clear from the circumstances, that the trader will not remedy the defect within a reasonable time, or without causing significant inconvenience for the consumer.

(2) A discount on the price must be proportional to the difference between the value of the digital content or service as sold and its value if it were free from defects. In the case of digital supply lasting an agreed period, the consumer is entitled to a discount on the price only for the period when digital supply failed to meet the requirements under Section 852d.

(3) The trader shall pay the consumer a discount on the price within 14 days of the exercise of the consumer's right to a price discount in the same way that the consumer used when paying the price, unless the consumer expressly agrees to a different method of payment. All costs related to the payment shall be borne by the trader.

(4) If the digital supply is supplied for a consideration consisting in the payment of a price, the consumer may not withdraw from the contract if the defect in the digital supply is negligible. The trader shall bear the burden of proving that the defect is negligible.

### **Section 852m**

#### **Rights and obligations in the event of withdrawal**

(1) After withdrawal, the trader shall return to the consumer all payments received under the contract within 14 days of notification of withdrawal in the same way as the consumer used when paying the price, unless the consumer expressly agrees to a different method of payment. All costs related to the return of payment shall be borne by the trader.

(2) The consumer is not obliged to pay the price for the period prior to withdrawal in which digital content or digital service failed to meet the requirements under Section 852d. If the contract provides

for a continuous digital supply for an agreed period, the amount that the trader returns to the consumer under paragraph 1 shall be only a part of the price paid proportionate to the time during which the digital content or digital service failed to meet the requirements under Section 852d and the part of the price that the consumer paid in advance for digital supply in the time after withdrawal.

(3) After withdrawing from the contract, the consumer must refrain from using the digital content or digital service and from providing it to third parties.

(4) The trader may ask the consumer to return the tangible medium on which digital content was supplied up to 14 days from consumer's notice of withdrawal from the contract. The consumer shall return the tangible medium at the trader's expense without undue delay upon receipt of the trader's request.

(5) After withdrawal from the contract, the trader shall refrain from using any content provided or created by the consumer when using the supplied digital content or digital service. This does not apply if the content:

- a) has no utility outside the context of the digital content or digital service supplied by the trader;
- b) only relates to the consumer's activity when using the digital content or digital service supplied by the trader;
- c) has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts;
- d) has been generated jointly by the consumer and others, and other consumers are able to continue to make use of the content.

(6) After withdrawal from the contract, the trader shall, at the request of the consumer, make available to the consumer any content provided or created by the consumer when using the digital service, other than content referred to in paragraph 5(a) to (c). The trader shall make the content available to the consumer within a reasonable time, free of charge, in a commonly used and machine-readable format and without significant inconvenience for the consumer.

(7) Paragraphs 5 and 6 do not apply to personal data provided or created by the consumer.

(8) After withdrawal from the contract, the trader may prevent the consumer from continuing to use the digital service, in particular by making the digital content or digital service inaccessible to the consumer or cancelling the consumer's user account. This is without prejudice to paragraph 6.

### **Section 852n**

#### **Reimbursement of the seller's costs**

If the failure to deliver digital supply on time or a defect for which the trader is liable is the result of an act or omission of another person in the same supply chain, the trader shall be entitled to reimbursement of costs reasonably incurred as a result of a defect complaint and the exercise of rights from failure to deliver digital supply pursuant to Section 852b(4) or rights from liability for defects under Section 852j.”.

30. In Division Nine, after Title Twenty-Five, the following Title Twenty-Six, with heading, is added:

### **“Title Twenty-Six**

#### **Transitional provisions related to amendments effective from 1 July 2024**

### **Section 879x**

The provisions of this Act apply to legal relations arising after 30 June 2024. The provisions of Sections 852a, 852b and 852d to 852m also apply to legal relations concerning digital supply established before 1 July 2024 if digital supply takes place after 30 June 2024; the creation of the legal relations and claims arising from these legal relations shall be assessed under the legislation effective until 30 June 2024.”.

31. The annex, with heading, is replaced by the following:

**“List of transposed legally binding acts of the European Union**

1. Council Directive No 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ L 95, 21 April 1993; Special edition OJ Chapter 15/vol. 2).
2. Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements (OJ L 168, 27 June 1993; Special edition OJ Chapter 10/ vol 3).
3. Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights (OJ L 157, 30 April 1993; Special edition OJ Chapter 17/ vol 2).
4. Directive 2009/44/EC of the European Parliament and of the Council of 6 May 2009 amending Directive 98/26/EC on settlement finality in payment and securities settlement systems and Directive 2002/47/EC on financial collateral arrangements as regards linked systems and credit claims (OJ L 146, 10 June 2009).
5. Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (recast) (OJ L 335, 17 December 2009), as amended by Directive 2011/89/EU of the European Parliament and of the Council of 16 November 2011 (OJ L 326, 8 December 2009), as amended by Directive 2012/23/EU of the European Parliament and of the Council of 12 September 2012 (OJ L 249, 14 September 2012), as amended by Council Directive 2013/23/EU of 13 May 2013 (OJ L 158, 10 June 2013), as amended by Directive 2013/58/EU of the European Parliament and of the Council of 11 December 2013 (OJ L 341, 18 December 2013), as amended by Directive 2014/51/EU of the European Parliament and of the Council of 16 April 2014 (OJ L 153, 22 May 2014).
6. 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 L 304, 22 November 2011), as amended by Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 (OJ L 326, 11 December 2015), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 (OJ L 328, 18 December 2019).
7. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22 May 2019).
8. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC (OJ L 136, 22 May 2019).
9. Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards better enforcement and modernisation of Union consumer protection rules (OJ L 328, 18 December 2019).”.

**Article III**

Act of the National Council of the Slovak Republic No 202/1995– the Foreign Exchange Act (including amendments to Act of the Slovak National Council No 372/1990 on non-indictable offences, as amended), as amended by Act No 45/1998, Act No 200/1998, Act No 388/1999, Act No 367/2000 , Act No 442/2000 , Act No 456/2002, Act No 602/2003, Act No 554/2004, Act No 747/2004, Act No 214/2006, Act No 209/2007 , Act No 659/2007 , Act No 567/2008 , Act No 492/2009, Act No 140/2014, Act No 374/2014, Act No 357/2015, Act No 91/2016, Act No 125/2016 and Act No 177/2018 is amended as follows:

1. In Section 13(5)(e), after the words “handling of claims” the following words are inserted: “related to the execution of transactions in foreign exchange assets (hereinafter referred to as “claims”)”.
2. After Section 13, the following Section 14, with heading, is added:

## **“Section 14 Claim handling**

(1) A place of foreign exchange granted a foreign exchange licence to trade in foreign exchange assets shall be liable for defects related to the execution of transactions in foreign exchange assets. A place of foreign exchange pursuant to the first sentence shall:

- a) enable the lodging of claims in its operating premises;
- b) ensure the presence of an employee authorised to handle a claim in their operating premises; handling a claim means resolving a claim procedure either by the upholding of the claim or a reasoned rejection of the claim;
- c) handle a claim without delay, no less than 30 days from the date of the lodging of the claim; in complex cases, the procedure for handling a claim may be extended up to 3 months from the date of the lodging of the claim, in which case the place of foreign exchange must notify the client within 30 days from the date of the lodging of the claim that its handling will take more than 30 days;
- d) present to the foreign exchange authority, on request, a copy of confirmation of the receipt of a claim, a copy of the document on the resolution of the claim and specification of the reason why a claim cannot be handled immediately;
- e) issue, to the client lodging a claim, confirmation of receipt of the claim together with information on the competent supervisory authority;
- f) issue a written document on the resolution of the claim no later than 30 days from the date of lodging of the claim or, in complex cases under point (c), within 3 months from the date of lodging of the claim.

(2) If the claim is lodged by means of distance communication, the place of foreign exchange referred to in paragraph 1 shall deliver the confirmation of receipt of the claim to the client immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered without delay, at the latest together with the document on the resolution of the claim. Confirmation of receipt of a claim need not be delivered if the client can prove the lodging of the claim by other means.

(3) Costs associated with the handling of a claim shall be borne by the place of foreign exchange referred to in paragraph 1. The costs of drawing up a claim, including attachments, and lodging the claim shall be borne by the client.

(4) If the claim is not resolved within the period for handling the complaint, a client who is a consumer is entitled to withdraw from the contract.”.

3. After Section 43g, the following Section 43h, with heading, is added:

## **“Section 43h Transitional provisions related to amendments effective from 1 July 2024**

Proceedings on claims started and not completed before 1 July 2024 shall be completed under the regulations in effect to 30 June 2024. The legal effects of acts that occurred in proceedings before 1 July 2024 are preserved.”.

## **Article IV**

Act No 147/2001 on advertising and amending certain laws, as amended by Act No 23/2002, Act No 525/2005, Act No 282/2006, Act No 342/2006, Act No 102/2007, Act No 648/2007, Act No 402/2009, Act No 182/2011, Act No 362/2011, Act No 313/2012, Act No 307/2012, Act No 459/2012, Act No 102/2014, Act No 199/2014, Act No 373/2014, Act No 412/2015, Act No 307/2018, Act No 532/2021 and Act No 265/2022 is amended as follows:

1. the words “oversight or supervision (hereinafter referred to as “oversight”) and the word “oversight” in all its forms throughout the text, except in Section 11b, are replaced by the word “supervision” in the corresponding form.
2. In Section 1, the words “consumers and entrepreneurs” are deleted.

3. In Section 3, the following paragraph 7 is added:

“(7) If the broadcaster or publisher of an advertisement includes therein the selling price of goods<sup>9c</sup>, they must also state their unit price<sup>9d</sup> if other legislation<sup>9e</sup> requires that goods be marked with the unit price.”.

Footnotes 9c to 9e are inserted as follows:

<sup>9c</sup>) Section 2(g) of Act No 108/2024 on consumer protection (and amending certain laws).

<sup>9d</sup>) Section 2(h) of Act No 108/2024;

<sup>9e</sup>) Section 6 of Act No 108/2024.”.

4. In Section 10(1)(e) the words “other legislation;<sup>1a</sup>” are replaced by the words “other legislation;<sup>21d</sup>”.

Footnote 21d is inserted as follows:

<sup>21d</sup>) Act No 747/2004, as amended.”.

5. After Section 10(1), the following paragraph 2 is added:

“(2) In the performance of supervision and in infringement proceedings, the supervisory authorities referred to in paragraph 1(a) to (d) and (f) shall proceed in accordance with other legislation.<sup>21e</sup>”.

Footnote 21e is inserted as follows:

„<sup>21e</sup>) Divisions Four and Five of Act No 108/2024.”.

Paragraph 2 is renumbered as paragraph 3.

6. Section 11(3) and (7) are replaced by the following:

“(3) In addition to the measures under paragraphs 1 and 2, a supervisory authority may impose:

- a) on a person authorised to prescribe medicinal products and a person authorised to dispense medicinal products for an infringement of Section 8(17) and a medical representative for an infringement of Section 8(12) to (14) a fine of between EUR 100 and 1% of the turnover for the preceding financial year, up to a maximum of EUR 3,000.
- b) on an advertising broadcaster or publisher, for an infringement of Section 3(2) and Section 8(8), (9) or (24) and another person for an infringement of Section 8(6) a fine of between EUR 100 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 5,000
- c) on an advertising broadcaster or publisher, for an infringement of the general requirements for advertising under Section 3(1)(a), (d) to (j), (3) to (7) and the requirements for the advertising of certain products under Sections 7 to 7a, Section 8(4) and Section 9 and on the marketing authorisation holder for a medicinal product that is the subject-matter of advertising, for an infringement of Section 8(11), (15), (16), (19) to (22) and (24), a fine of between EUR 300 and 4% of the turnover in the preceding financial year, up to a maximum of EUR 100,000;
- d) on an advertising broadcaster or publisher, for an infringement of the general requirements for advertising under Section 3(1)(b) and (c) a fine of between EUR 33,200 and 5% of the turnover for the preceding financial year, up to a maximum of EUR 150,000;
- e) on an advertiser, for unlawful comparative advertising under Section 4 and for an infringement of Section 8(4), (7) to (10) and (24), a fine of between EUR 1,000 and 6% of the turnover for the preceding financial year, up to a maximum of EUR 200,000.

(4) In the event of repetition of an infringement for which the supervisory authority has already imposed a penalty on a person referred to in paragraph 3 within 12 months from the effective date of the previous decision to impose a penalty (hereinafter referred to as “repeated infringement”), the supervisory authority shall impose a fine on the person under paragraph 3 in an amount as follows:

- a) between EUR 200 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 6,000 for an infringement under paragraph 3(a);
- b) between EUR 200 and 3% of the turnover for the preceding financial year, up to a maximum of EUR 10,000 for an infringement under paragraph 3(b);



- c) between EUR 600 and 5% of the turnover for the preceding financial year, up to a maximum of EUR 150,000 for an infringement under paragraph 3(c);
- d) between EUR 50,000 and 6% of the turnover for the preceding financial year, up to a maximum of EUR 200,000 for an infringement under paragraph 3(d);
- e) between EUR 2,000 and 7% of the turnover for the preceding financial year, up to a maximum of EUR 250,000 for an infringement under paragraph 3(e);

(5) For the purposes of paragraphs 3 and 4, 'turnover' means the sum of all incomes from activities of the person under paragraph 3, excluding indirect taxes, plus any financial aid provided to the person under paragraph 3. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(6) 'Preceding financial year', for the purposes of this Act, means the financial year for which the last regular financial statements were prepared.

(7) 'Financial aid provided to a person under paragraph 3' means, for the purposes of this Act, any and all assistance provided in monetary form from public funds that relates to the activities of the person under paragraph 3 and is reflected in the price for the result or output of their activities."

7. In Section 11, the following paragraphs 8 to 13 are added:

"(8) If a person under paragraph 3 had no turnover in the preceding financial year, if the turnover of a person under paragraph 3 for the preceding financial year cannot be ascertained or if the turnover of a person under paragraph 3 for the preceding financial year was lower than the lower limit for the fine under paragraph 3, the supervisory authority may impose on a person under paragraph 3 a fine of:

- a) between EUR 100 and EUR 3,000 for an infringement under paragraph 3(a);
- b) between EUR 100 and EUR 5,000 for an infringement under paragraph 3(b);
- c) between EUR 300 and EUR 100,000 for an infringement under paragraph 3(c);
- d) between EUR 33,200 and EUR 150,000 for an infringement under paragraph 3(d);
- e) between EUR 1,000 and EUR 200,000 for an infringement under paragraph 3(e).

(9) If a person under paragraph 3 had no turnover in the preceding financial year, if the turnover of a person under paragraph 3 for the preceding financial year cannot be ascertained or if the turnover of a person under paragraph 3 for the preceding financial year was lower than the lower limit for the fine under paragraph 4, the supervisory authority shall impose on a person under paragraph 3 a fine of:

- a) between EUR 200 and EUR 6,000 for an infringement under paragraph 3(a);
- b) between EUR 200 and EUR 10,000 for an infringement under paragraph 3(b);
- c) between EUR 600 and EUR 150,000 for an infringement under paragraph 3(c);
- d) between EUR 50,000 and EUR 200,000 for an infringement under paragraph 3(d);
- e) between EUR 2,000 and EUR 250,000 for an infringement under paragraph 3(e).

(10) In addition to the measures under paragraphs 1 and 2 and the fines under paragraphs 3, 4, 8 and 9, a supervisory authority may impose penalties provided for under other legislation<sup>23</sup> on a person under paragraph 3.

(11) Fines shall constitute state budget revenues.

(12) Infringement proceedings under this Act and the imposition of penalties for infringements are governed by other legislation.<sup>21e</sup>

(13) Paragraphs 3 to 12 do not apply to Národná banka Slovenska, which acts in accordance with other legislation.<sup>21d</sup>”.

Footnote 23 is replaced as follows:

“<sup>23</sup>) Section 41(b) and (c) of Act No 108/2024.”.

8. After Section 11b, the following Section 11c, with heading, is added:

#### **“Section 11c**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) Supervision of compliance with obligations under this Act commenced and not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024. Proceedings on infringements found by supervision under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.

(2) Proceedings on infringements of obligations under this Act started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024.”.

9. In the Annex, the fourth point is replaced as follows: “4. Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006 concerning misleading and comparative advertising (codified version) (OJEU L 376, 27 December 2006).”.

10. In the Annex, point 6 is deleted.

Point 7 is renumbered as point 6.

#### **Article V**

Act No 483/2001 on Banks and amending certain laws, as amended by Act No 430/2002, Act No 510/2002, Act No 165/2003, Act No 603/2003, Act No 215/2004, Act No 554/2004, Act No 747/2004, Act No 69/2005, Act No 340/2005, Act No 341/2005, Act No 214/2006, Act No 644/2006, Act No 209/2007, Act No 659/2007, Act No 297/2008, Act No 552/2008, Act No 66/2009, Act No 186/2009, Act No 276/2009, Act No 492/2009, Act No 129/2010, Act No 46/2011, Act No 130/2011, Act No 314/2011, Act No 394/2011, Act No 520/2011, Act No 547/2011, Act No 234/2012, Act No 352/2012, Act No 132/2013, Act No 352/2013, Act No 213/2014, Act No 371/2014, Act No 374/2014, Act No 35/2015, Act No 252/2015, Act No 359/2015, Act No 392/2015, Act No 405/2015, Act No 437/2015, Act No 90/2016, Act No 91/2016, Act No 125/2016, Act No 292/2016, Act No 298/2016, Act No 299/2016, Act No 315/2016, Act No 386/2016, Act No 2/2017, Act No 264/2017, Act No 279/2017, Act No 18/2018, Act No 69/2018, Act No 108/2018, Act No 109/2018, Act No 177/2018, Act No 345/2018, Act No 373/2018, Act No 6/2019, Act No 30/2019, Act No 54/2019, Act No 211/2019, Act No 305/2019, Act No 390/2019, Act No 340/2020, Act No 423/2020, Act No 209/2021, Act No 310/2021, Act No 431/2021, Act No 454/2021, Act No 512/2021, Act No 92/2022, Act No 123/2022, Act No 302/2023, Act No 309/2023, Act No 508/2023, Act No 526/2023, and Act No 106/2024, is amended as follows:

1. In Section 27g(2), in the first sentence, the following words are added at the end: “or if they do not maintain payment accounts for consumers”.

2. In footnote 30zt, the following citation is deleted: “Section 27 of Act No 250/2007, as amended.”.

3. Footnote 35b is inserted as follows:

“<sup>35b</sup>) Act No. 108/2024 on consumer protection (and amending certain laws).”.

4. In Section 91(4), the following point (ag) is added:

“ag) the supervisory authority in the scope necessary to identify the owner of an account, if it is necessary for the performance of supervision under other legislation.<sup>86dqb</sup>”.

Footnote 86dqb reads:

“<sup>86dqb</sup>) Section 28(6) of Act No 108/2024.”.

5. In section 91(5), the words “(s), (w) and (af)” are replaced by the words “(s), (w), (af) and (ag)”

6. After Section 93c, the following Section 93d, with heading, is added:

### **“Section 93d Consumer claim handling**

(1) Banks and foreign bank branches are liable for defects in the execution of transactions. Banks and foreign bank branches are obliged to duly inform consumers of the conditions and method for lodging a claim including information where claims can be lodged; the procedure under paragraph 3 shall be regarded as meeting this obligation of banks and foreign bank branches.

(2) Banks and foreign bank branches shall establish and implement effective and transparent procedures for the proper examination and timely handling of claims and procedures in the out-of-court resolution of disputes between a bank or foreign bank branch and a consumer and keep a record of every claim and remedy in the out-of-court resolution of disputes and the measures taken to deal with them. For the purposes of the first sentence, banks and foreign bank branches shall draw up and comply with internal regulations governing:

- a) the form, submission method, handling method and record-keeping procedure for claims, and
- b) procedures for out-of-court resolution of disputes with consumers, including records of remedies.

(3) A bank or foreign bank branch shall prepare rules for handling claims and publish them on their website and display them in a visible location accessible to consumers in the places of business of the bank or foreign bank branch.

(4) Banks and foreign bank branches are obliged to take delivery of claims relating to transactions. A consumer may lodge a complaint at the operating premises of a bank or foreign bank branch able to receive claims having regard for the transaction carried out.

(5) Banks and foreign bank branches shall decide on the eligibility of claims without delay.

(6) The handling of the claim may not take more than 30 days from the date of the lodging of the claim; in complex cases, the handling of the claim may take up to 3 months from the date of the lodging of the claim. If the handling of a claim will take more than 30 days, the bank or foreign bank branch shall inform the consumer of this within 30 days from the date of the lodging of the claim. The bank or foreign bank branch shall inform the customer in writing about the resolution of their claim without delay. ‘Resolution of a claim’ means the completion of proceedings on the claim either by upholding the claim or a reasoned rejection of the claim.

(7) Costs associated with the handling of a claim shall be borne by the bank or foreign bank branch. Costs that a consumer incurs in making a claim shall be borne by the consumer.

(8) A bank or foreign bank branch shall issue confirmation of receipt of a claim to a consumer lodging a claim. If the claim is lodged by means of distance communication,<sup>88l</sup> the bank or foreign bank branch shall deliver the confirmation of receipt of the claim to the consumer immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered without delay, at the latest together with the document on the resolution of the claim. Confirmation of receipt of a claim need not be delivered if the consumer can prove the lodging of the claim by other means.

(9) The provisions of paragraphs 1 to 8 shall not apply to Národná banka Slovenska, which proceeds pursuant to separate regulations.<sup>88m</sup>”.

Footnotes 88l and 88m are inserted as follows:

“<sup>88l</sup>) Section 2(e) of Act No 266/2005.

<sup>88m</sup>) For example, Act No 492/2009, as amended, Act No 129/2010, as amended, Act No 90/2016, as amended.”.

7. After Section 122yf, the following Section 122yg, with heading, is added:

**“Section 122yg****Transitional provisions related to amendments effective from 1 July 2024**

Proceedings on claims started and not completed before 1 July 2024 shall be completed under the regulations in effect to 30 June 2024. The legal effects of acts that occurred in proceedings before 1 July 2024 are preserved.”.

**Article VI**

Act No. 128/2002 state surveillance of the internal market with respect to matters related to consumer protection and amending certain laws, as amended by Act No 284/2002, Act No 22/2004, Act No 451/2004, Act No 725/2004, Act No 266/2005, Act No 308/2005, Act No 646/2005, Act No 648/2007, Act No 67/2010, Act No 129/2010, Act No 161/2011, Act No 182/2011, Act No 78/2012, Act No 301/2012, Act No 142/2013, Act No 367/2013, Act No 102/2014, Act No 106/2014, Act No 373/2014, Act No 35/2015, Act No 387/2015, Act No 391/2015, Act No 56/2018, Act No 106/2018, Act No 157/2018, Act No 170/2018, Act No 177/2018, Act No 299/2019, Act No 302/2019, Act No 371/2019, Act No 75/2021, Act No 455/2021 and Act No 281/2023 is amended as follows:

1. Section 1(1)(a) is replaced by the following:

“a) state surveillance of the sale and provision of products<sup>i)</sup> to consumers in the internal market and market supervision in accordance with other legislation<sup>1a</sup> (hereinafter referred to as “surveillance of the internal market”);”.

Footnotes 1 and 1a are replaced by the following:

“<sup>i)</sup> Section 2(c) of Act No 108/2024 on consumer protection (and amending certain laws).

<sup>1a)</sup> For example, Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (OJ L 60I, 2. 3. 2018), Act No 657/2004 on thermal energy, as amended, Act No 555/2005 on the energy performance of buildings (and amending certain laws), as amended, Act No 309/2009 on the support of renewable energy sources and high efficiency combined heat and power generation (and amending certain laws), Act No 251/2012 on energy (and amending certain laws), as amended, Act No 314/2012 on the regular inspection of heating and air-conditioning systems (and amending Act No 455/1991 on trade licensing (Trade Licensing Act), as amended), as amended, Act No 106/2018 on the operation of vehicles in road traffic (and amending certain laws), as amended.”.

Footnote 1aa is deleted.

2. Section 1(2) is replaced by the following:

“(2) This Act does not apply to the surveillance of products in primary production and to the surveillance of the fulfilment of product requirements and compliance with obligations in the sale and provision of products if surveillance, oversight or supervision thereof is performed by other authorities pursuant to other regulations.<sup>2</sup>”

Footnote 2 is replaced as follows:

“<sup>2)</sup> For example, Act of the National Council of the Slovak Republic No 152/1995 on foodstuffs, as amended; Act No 355/2007 on the protection, promotion and development of public health (and amending certain laws), as amended; Act No 362/2011 on medicines and medical devices (and amending certain laws), as amended; Act No 89/2016 on the production, labelling and sale of tobacco products and related products (and amending certain laws), as amended.”.

3. Section 2, with heading, is replaced by the following:

**“Section 2****Subject-matter of surveillance of the internal market**

The Slovak Trade Inspection performs surveillance of the internal market to verify compliance with obligations in relation to:

- a) consumer protection and respect for consumer rights under other legislation;<sup>3</sup>

- b) making products available on the market and providing services and the compliance of products and services with requirements under other legislation;<sup>4</sup>
- c) making available on the market a type of vehicle, system, component, separate technical unit, hazardous part or equipment and internal combustion engine for non-road mobile machinery pursuant to other legislation;<sup>5</sup>
- d) the labelling of tyres;<sup>6</sup>
- e) the making available of consumer information on fuel consumption and CO<sub>2</sub> emissions in the sale and lease of new passenger cars pursuant to other legislation;<sup>7</sup>
- f) the chemicals market;<sup>8</sup>
- g) the provision of information society services;<sup>9</sup>
- h) the protection of certain radio programme services and television programme services;<sup>9a</sup>
- i) deposits for single-use beverage containers;<sup>9b</sup>
- j) advertising;<sup>9c</sup>
- k) waste management under other legislation.<sup>9d</sup> Footnotes 3 to 9d are

inserted as follows:

<sup>3</sup>) For example, Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17 February 2004); Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26 July 2006); Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28 February 2006); Act No 161/2011 on consumer protection in the provision of certain tourism services (and amending certain laws), as amended; Act No 170/2018 on tours, linked tourism services, certain business conditions in tourism (and amending certain laws), as amended; Act No 108/2024.

<sup>4</sup>) For example, Regulation (EU) No 1007/2011 of the European Parliament and of the Council of 27 September 2011 on textile fibre names and related labelling and marking of the fibre composition of textile products, and repealing Council Directive 73/44/EEC and Directives 96/73/EC and 2008/121/EC of the European Parliament and of the Council (OJ L 272, 18 October 2011), as amended; Regulation (EU) 2018/302; Act No 136/2010 on services in the internal market (and amending certain laws), as amended; Act No 529/2010 on environmental design and use of products (Ecodesign Act), as amended; Act No 78/2012 on the safety of toys and amending Act No 128/2002 on state control of the internal market in matters of consumer protection and amending certain laws, as amended; Act No 56/2018 on conformity assessment of products, making a designated product available on the market and amending certain laws, as amended; Act No 307/2018 on the supervision of compliance with obligations in the labelling of energy-related products (and amending Act No 147/2001 on advertising (and amending certain laws)), as amended.

<sup>5</sup>) Regulation (EU) No 167/2013 of the European Parliament and of the Council of 5 February 2013 on the approval and market surveillance of agricultural and forestry vehicles (OJ L 60, 2 March 2013), as amended.

Regulation (EU) No 168/2013 of the European Parliament and of the Council of 15 January 2013 on the approval and market surveillance of two- or three-wheel vehicles and quadricycles (OJ L 60, 2 March 2013), as amended.

Regulation (EU) 2016/1628 of the European Parliament and of the Council of 14 September 2016 on requirements relating to gaseous and particulate pollutant emission limits and type-approval for internal combustion engines for non-road mobile machinery, amending Regulations (EU) No 1024/2012 and (EU) No 167/2013, and amending and repealing Directive 97/68/EC (OJ L 252, 16 September 2016), as amended.

Regulation (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018 on the approval and market surveillance of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, amending Regulations (EC) No 715/2007 and (EC) No 595/2009 and repealing Directive 2007/46/EC (OJ L 151, 14 June 2018), as amended.

Act No 106/2018, as amended.

6) Regulation (EU) 2020/740 of the European Parliament and of the Council of 25 May 2020 on the labelling of tyres with respect to fuel efficiency and other parameters, amending Regulation (EU) 2017/1369 and repealing Regulation (EC) No 1222/2009 (OJ L 177, 5 June 2020), as amended.

7) Regulation No 384/2004 of the Government of the Slovak Republic on access to consumer information on fuel consumption and CO<sub>2</sub> emissions in the sale and lease of new passenger cars.

8) For example, Regulation (EC) No 648/2004 of the European Parliament and of the Council of 31 March 2004 on detergents (OJ L 104, 8 April 2004; Special edition OJ Chapter 13/vol. 34), as amended; Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (OJ L 396, 30 December 2006), as amended,

Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006 (OJ L 353, 31 December 2008), as amended; Regulation (EU) No 528/2012 of the European Parliament and of the Council of 22 May 2012 concerning the making available on the market and use of biocidal products (OJ L 167, 27 June 2012), as amended.

9) Act No. 22/2004 Coll. on electronic commerce (and amending Act No 128/2002 on state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws), as amended by Act No 284/2002), as amended.

9a) Act No 646/2005 on oversight and assistance in resolving unjustified geographical discrimination of a customer in the internal market (and amending Act No 128/2002 on state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws) as amended).

9b) Act No 302/2019 on deposits for single-use beverage containers (and amending certain laws), as amended.

9c) Act No 147/2001 on advertising (and amending certain laws), as amended.

9d) Act No 79/2015 on waste (and amending certain laws), as amended.

Footnotes 6a, 7a, 8a, 9aa, 9ab, 9e to 9f are deleted.

4. In Section 3(2)(d) and (f), after the word “inspection”, the following words are inserted: “with its office”.

5. Section 5(2) is replaced by the following:

“(2) The Slovak Trade Inspection may invite employees of another public authority (hereinafter referred to as “invited persons”) to participate in surveillance, including foreign authorities in the case of cross-border cooperation tasks.”.

6. After Section 5(2), the following paragraphs 3 to 7 are added:

“(3) The Slovak Trade Inspection can authorise another natural person to carry out surveillance (hereinafter referred to as an “authorised person”). Such authorisation requires the consent of the natural person. In carrying out surveillance, an authorised person has the rights and obligations in the scope of the authorisation issued except for powers under paragraph 12(b), (d) to (f), (k) and (l). An authorised person’s participation in an act of surveillance shall be classified as another activity of general interest.<sup>11</sup> An authorised person shall be remunerated for their participation in an act of surveillance in accordance with the internal regulation of the Slovak Trade Inspection.

(4) Written authorisation pursuant to paragraph 3 shall include:

- a) identification of the Slovak Trade Inspection;
- b) identification data of the authorised person comprising their forename, surname, date of birth and permanent residence address;
- c) identification data of the person subject to surveillance comprising, in the case of a natural person, including a natural person – entrepreneur, their name, surname, date of birth or organisation identification number, if assigned, address of permanent residence or place of business, and in the case

of a legal entity, their business name, registered office and organisation identification number, if assigned, insofar as these data are known to the Slovak Trade Inspection;

- d) the scope of the authorisation;
- e) the place and date of signing of the authorisation;
- f) the official stamp together with the forename, surname, function and signature of the employee authorised to act on behalf of the Slovak Trade Inspection;
- g) the signature of the authorised person confirming their agreement to carry out the act of surveillance and their familiarisation with the scope of the authorisation.

(5) An authorised person may not carry out an act of surveillance if there could be doubts about their impartiality due to their relationship to the subject-matter of supervision, the person subject to surveillance, an employee of the person subject to surveillance or a person authorised to act in the name of the person subject to surveillance. An authorised person who is aware of a fact giving rise to doubt as to their impartiality must notify the inspectorate that authorised them to carry out surveillance without delay.

(6) The inspectorate shall revoke authorisation on receiving a notification referred to in paragraph 5 or on becoming aware of a fact giving rise to doubts as to the impartiality of the authorised person. No account shall be taken of findings made by the authorised person after the occurrence of an obstacle referred to in the first sentence of paragraph 5.

(7) The Slovak Trade Inspection shall notify the person subject to surveillance of the participation of an invited person or an authorised person at the start of the act of surveillance; this shall not apply to the performance of a check purchase carried out indirectly or under a secret identity.”.

Paragraphs 3 to 8 are renumbered as paragraphs 8 to 13.

Footnote 11 is replaced as follows:

“<sup>11)</sup> Section 137(1) of the Labour Code.”.

7. Footnote 11a is inserted as follows:

“<sup>11a)</sup> For example, Act No377/2004 on the protection of non-smokers (and amending certain laws), as amended, Regulation No 70/2015 of the Government of the Slovak Republic on making pyrotechnic products available on the market, as amended by Regulation No 326/2019 of the Government of the Slovak Republic.”.

8. In Section 5(8) the words “Section 4(3)(g)” are replaced by the following words: “Section 5a”, and a sentence is added at the end as follows:

“No rights and obligations of inspectors apply to a minor except the powers under paragraph 12(a), (h) and (i).”.

9. Section 5(9) and (10) are replaced by the following:

“(9) A natural person may be an inspector for the Slovak Trade Inspection if they

- a) are a person of good repute; ‘person of good repute’ means a person who has not been definitively sentenced for an intentional crime or a crime for which the sentence was suspended;
- b) have completed secondary or higher education;
- c) successfully pass a professional examination demonstrating attainment of specific qualification requirements within a period set by the service office.

(10) Good repute pursuant to paragraph 9(a) shall be evidenced by an extract from the Criminal Record. To prove good repute, the natural person shall provide the Slovak Trade Inspection with the data necessary to request an extract from the Criminal Record.<sup>11c</sup> The Slovak Trade Inspection shall send the data referred to in the second sentence without undue delay in electronic form by electronic means to the General Prosecutor Office of the Slovak Republic for the issuance of an extract from the Criminal Record. In the case of a natural person who is not a citizen of the Slovak Republic or a citizen of the Slovak Republic

who has permanent or temporary residence outside the territory of the Slovak Republic, good repute shall be proved by an extract from the Criminal Record issued in the relevant state or, if no such extract issued, by a document corresponding to the documents issued in the Slovak Republic. The document submitted pursuant to the previous sentence must not be more than three months old and must be submitted together with an officially certified translation into Slovak.”.

10. In section 5(11) the following words are added at the end: “and make a written record; this does not apply to the performance of a check purchase carried out indirectly or under a secret identity, or the performance of off-site surveillance”.
11. Section 5(12)(a) is replaced by the following:

“a) enter premises, means of transport, buildings or land used by the person subject to surveillance for the production, sale or provision of products or in connection with such activity, without prejudice to the inviolability of the home;<sup>12</sup>”.
12. In section 5(12)(d), reference 13 is deleted; and footnote 13 is deleted.
13. Footnote 14 is replaced as follows:

“<sup>14</sup>) Act No 178/1998 on the terms and conditions for the sale of products and provision of services on marketplaces (and amending Act No 455/1991 on trade licensing (the Trade Licensing Act), as amended), as amended; Act No 377/2004 as amended.”.
14. Section 5(12)(g) is replaced by the following:

“g) inspect the relevant product documentation and request documentation in accordance with other legislation;<sup>14a</sup>”.

Footnote 14a is inserted as follows:

„<sup>14a</sup>) For example, Act No 56/2018, as amended; Act No 106/2018, as amended.”.
15. In section 5(12)(i), the words “and under a secret identity” are replaced by the following words: “or under a secret identity”.
16. In Section 5(12), the following points (j) to (l) are added:

“j) carry out off-site surveillance, where the nature of the activity subject to surveillance allows it, including inspection of websites and other online interfaces;<sup>14b</sup>

k) issue an interim measure<sup>14c</sup> or blocking measure;<sup>14d</sup> the director of the inspectorate decides on objections to an interim measure or blocking measure.

l) issue a written request to a person subject to surveillance requesting them to remove or change content published on an online interface, to limit or prevent consumers’ access to the online interface, or to publish a notice for consumers accessing the online interface under other legislation.<sup>14d</sup>”.

Footnotes 14b to 14d are inserted as follows:

„<sup>14b</sup>) Article 3(15) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) 2006/2004 (OJ L 345, 27 December 2017), as amended.

<sup>14c</sup>) Section 33 of Act No 108/2024.

<sup>14d</sup>) Section 34 of Act No 108/2024.”.
17. In Section 5(13), the following text is deleted: the comma and the words “except facts that must be disclosed pursuant to Section 8(1)(c)”.
18. After Section 5, the following Section 5a, with heading, is added:

### **“Section 5a Check purchase**

(1) As part of surveillance, the Slovak Trade Inspection is entitled to carry out check purchases of products, including indirectly or under a secret identity.

(2) The Slovak Trade Inspection shall notify the person subject to surveillance of the performance of a check purchase within 30 days of the delivery of the product, unless such notification is contrary to the purpose of the check purchase.



(3) The contract concluded between the Slovak Trade Inspection and the person subject to surveillance in the event of a check purchase shall be cancelled from the outset by the notification referred to in paragraph 2 unless this is precluded by the nature or purpose of the check purchase or the subject-matter of the check purchase. The Slovak Trade Inspection and the person subject to surveillance are obliged to return any performance provided under the contract within 15 days from the date of termination of the contract unless they agree otherwise. The person subject to surveillance shall return to the Slovak Trade Inspection only a proportionate part of the performance provided if it proves that the Slovak Trade Inspection's procedure resulted in partial loss or spoilage of the subject-matter of the check purchase and the person subject to surveillance would incur a loss by returning the performance in full.

(4) Costs related to the delivery and return of goods purchased in a check purchase shall be borne by the Slovak Trade Inspection.

(5) Where justified by the findings of the Slovak Trade Inspection, the Slovak Trade Inspection may carry out or arrange for tests on a product purchased in a check purchase to verify their quality, safety and compliance. Paragraphs 3 and 4 shall not apply to a product referred to in the previous sentence and the procedure under Section 7(4) shall be used."

19. Section 7(2) is replaced by the following:

"(2) The person subject to surveillance is obliged to allow inspectors, invited persons and authorised persons to carry out surveillance, in particular to allow access to premises, establishments, means of transport, land and other premises related to the sale and provision of products."

20. In section 7(4), after the word "tests", tests the following words are added: "and other related costs"; at the end, the following sentences are added: "The person subject to surveillance shall be obliged to reimburse costs pursuant to the previous sentence within a period specified by the Slovak Trade Inspection, which shall not be less than 15 days from the date of delivery of the request for payment. Taking into account the nature and purpose of the samples and tests, the Slovak Trade Inspection may, after the completion of the tests, store the sample or its remainder, return it to the person subject to surveillance or dispose of it.

21. In Section 8(1)(c), after the word "company", reference 18a is deleted; footnote 18a is also deleted.

22. In Section 10(1)(c), the words "infringing certain intellectual property rights" and reference 8 are deleted.

23. After Section 14, the following Section 14aa, with heading, is added:

#### **"Section 14aa**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) Surveillance started and not completed by the Slovak Trade Inspection before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024. Proceedings on infringements found by surveillance under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.

(2) Proceedings of the Slovak Trade Inspection started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024."

### **Article VII**

Act No 244/2021 on arbitration proceedings, as amended by Act No. 521/2005, Act No 71/2009, Act No 336/2014, Act No 125/2016, Act No 373/2018 and Act No 310/2019 is amended as follows:

1. In Section 1(4) the word "supplier" is replaced by the word "trader".

2. Footnote 13c is deleted.

### **Article VIII**

Act No. 22/2004 Coll. on electronic commerce (and amending Act No 128/2002 state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws), as

amended by Act No 284/2002), as amended by Act No 160/2005, Act No 102/2014, Act No 373/2014, Act No 170/2018, Act No 211/2019, Act No 249/2022 and Act No 351/2022 is amended as follows:

1. In Section 5(8)(b), the words “a leasing provider and an entrepreneur or a credit provider and an entrepreneur” shall be replaced by the following words: “entrepreneurs in the course of their business activity”.
2. Section 7, with heading, is replaced by the following:

### **“Section 7 Supervision**

Supervision of compliance with this Act shall be carried out by the Slovak Trade Inspection pursuant to other legislation<sup>17</sup> and by Národná banka Slovenska as regards the provision of information society services related to the protection of financial consumers<sup>17a</sup> in accordance with the procedure laid down in other legislation.<sup>17b</sup>”.

Footnote 17 is replaced as follows:

“<sup>17)</sup> Divisions Four and Five of Act No 108/2024 on consumer protection (and amending certain laws).”.

3. After Section 7, the following Section 7a, with heading, is added:

### **“Section 7a Penalties**

(1) The Slovak Trade Inspection may impose on a service provider, for an infringement under this Act, a fine of between EUR 50 and 1% of its turnover for the preceding financial year, up to a maximum of EUR 50,000. The Slovak Trade Inspection may impose a fine of between EUR 50 and EUR 50,000 on a service provider if the service provider had no turnover in the preceding financial year, if their turnover in the preceding financial year cannot be ascertained or if their turnover in the preceding financial year was lower than the lower limit for the fine under the first sentence.

(2) The Slovak Trade Inspection shall impose a fine of between EUR 100 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 100,000, if the service provider repeatedly infringes the same obligation for which the penalty has already been imposed, within 12 months from the effective date of the previous decision to impose the penalty. The Slovak Trade Inspection shall impose a fine of between EUR 100 and EUR 100,000 on the service provider if the service provider had no turnover in the preceding financial year, if their turnover in the preceding financial year cannot be ascertained or if their turnover in the preceding financial year was lower than the lower limit for the fine under the first sentence.

(3) For the purposes of paragraphs 1 and 2, ‘turnover’ means the sum of all incomes from the provision of information society services, excluding indirect taxes, plus any financial aid provided to the service provider. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(4) ‘Preceding financial year’, for the purposes of this Act, means the financial year for which the last regular financial statements were prepared.

(5) ‘Financial aid provided to a service provider’ means, for the purposes of this Act, any and all assistance provided in monetary form from public funds that relates to the activities of the service provider and is reflected in the price for the result or output of their activities.

(6) In addition to the fines under paragraphs 1 and 2, the Slovak Trade Inspection may impose on the service provider penalties provided for under other legislation.<sup>18</sup>

(7) Fines shall constitute state budget revenues.

(8) Infringement proceedings under paragraph 1 and the imposition of penalties for infringements are governed by other legislation.<sup>17)</sup>

(9) Paragraphs 1 to 7 do not apply to Národná banka Slovenska, which acts in accordance with other legislation.<sup>17b</sup>”.

Footnote 18 is replaced as follows:

“<sup>18</sup>) Section 41(b) and (c) of Act No 108/2024.”.

4. After Section 8a, the following Section 8b, with heading, is added:

#### **“Section 8b**

##### **Transitional provisions related to amendments effective from 1 July 2024**

- (1) Supervision of compliance with obligations under this Act started and not completed before 1 July 2024 shall be completed under the regulations in effect until 30 June 2024. Proceedings on infringements found by supervision under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.
- (2) Proceedings on infringements of obligations under this Act started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024.”.

#### **Article IX**

Act No 43/2004 on the old-age pension scheme (and amending certain laws), as amended by Act No 186/2004, Act No 439/2004, Act No 721/2004, Act No 747/2004 , Act No 310/2006 , Act No 644/2006 , Act No 677/2006, Act No 519/2007, Act No 555/2007, Act No 659/2007, Act No 62/2008, Act No 434/2008, Act No 449/2008, Act No 137/2009, Act No 572/2009, Act No 105/2010, Judgement of the Constitutional Court of the Slovak Republic No 355/2010 , Act No 543/2010 , Act No 334/2011 , Act No 546/2011, Act No 547/2011, Act No 252/2012, Act No 413/2012, Act No 132/2013 , Act No 352/2013 , Act No 183/2014 , Act No 301/2014, Act No 25/2015, Act No 140/2015, Act No 91/2016, Act No 125/2016, Act No 292/2016, Act No 97/2017, Act No 279/2017, Act No 109/2018, Act No 177/2018, Act No 317/2018, Act No 231/2019, Act No 234/2019, Act No 46/2020, Act No 66/2020, Act No 68/2020, Act No 95/2020, Act No 275/2020, Act No 296/2020, Act No 310/2021, Act No 101/2022, Act No 125/2022, Act No 352/2022, Act No 399/2022, Act No 210/2023, Act No 274/2023, Act No 309/2023, Act No 530/2023 and Act No 87/2024 is amended as follows:

1. After Section 54a, the following Section 54b, with heading, is added:

#### **“Section 54b**

##### **Complaint handling**

(1) PFMCs shall put in place a functioning system for handling and keeping records of complaints that will allow for the fair investigation of complaints and the identification, mitigation and remediation of possible individual, recurring or systemic problems, including potential legal and operational risks.

(2) PFMCs shall properly inform consumers about the conditions and method for lodging complaints including information on where complaints can be lodged.

(3) PFMCs shall take delivery of complaints at any time during business hours at any of their business premises<sup>58g</sup> where it is possible to take delivery of complaints considering the type of services provided. PFMCs shall also receive complaints by electronic means.

(4) When a saver lodges a complaint, the PFMC shall issue them a receipt for the complaint. If the complaint is lodged by means of distance communication, the PFMC shall deliver the receipt for the complaint to the consumer immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered without delay, at the latest together with the document on the resolution of the complaint. A receipt for a complaint need not be delivered if the saver can prove the lodging of the complaint by other means.

(5) The PFMC shall handle a complaint without delay; in justified cases, the handling of the complaint may take longer; however, it must be handled within 30 days from the date of the lodging of the complaint; in complex cases, the handling of the complaint may take up to 3 months from the date of the lodging of the complaint; the PFMC must inform the saver of the reasons if the handling of their complaint takes more

than 30 days. 'Resolution of a complaint' means the completion of the complaint handling process either by upholding the complaint or a reasoned rejection of it. The PFMC shall issue a written document on the resolution of the complaint as soon as the handling process is completed.

(6) The PFMC shall, at the request of Národná banka Slovenska, present a copy of the receipt for a complaint, a copy of the document on the resolution of the complaint and a statement of the reasons why a complaint cannot be handled immediately.

(7) PFMCs must keep a register of complaints and submit it to Národná banka Slovenska on request. The register of complaints must include the date of lodging a complaint, the date and method of resolution of the complaint and the serial number of the document on the lodging of the complaint."

Footnote 58g is inserted as follows:

"<sup>58g</sup>) Section 7(3) of the Commercial Code."

2. After Section 123bia, the following Section 123bib, with heading, is added:

**"Section 123bib**  
**Transitional provisions related to amendments effective from 1 July 2024**

Complaints lodged and not resolved before 1 July 2024 shall be handled in accordance with the legislation in effect until 30 June 2024. The legal effects of acts that occurred in the handling of complaints before 1 July 2024 are preserved."

**Article X**

Act No 420/2004 on mediation (and amending certain laws), as amended by Act No 136/2010, Act No 141/2010, Act No 332/2011, Act No 390/2015, and Act No 177/2018, is amended as follows:

In Section 4(3) the word "supplier" is replaced by the word "trader".

**Article XI**

Act No 650/2004 on the supplementary pension scheme, as amended by Act No 747/2004, Act No 584/2005, Act No 310/2006, Act No 555/2007, Act No 659/2007, Act No 449/2008, Act No 186/2009, Act No 557/2009, Act No 520/2011, Act No 318/2013, Act No 352/2013, Act No 301/2014, Act No 375/2015, Act No 91/2016, Act No 125/2016, Act No 292/2016, Act No 279/2017, Act No 109/2018, Act No 177/2018, Act No 317/2018, Act No 35/2019, Act No 156/2019, Act No 68/2020, Act No 95/2020, Act No 310/2021, Act No 101/2022, Act No 410/2022, Act No 210/2023, Act No 309/2023 is amended as follows:

1. After Section 28a, the following Section 28b, with heading, is added:

**"Section 28b**  
**Complaint Handling**

(1) SPMCs shall put in place a functioning system for handling and keeping records of complaints that will allow for the fair supplementary pension complaints and the identification, mitigation and remediation of possible individual, recurring or systemic problems, including potential legal and operational risks.

(2) SPMCs shall properly inform participants and beneficiaries about the conditions and method for lodging complaints including information on where complaints can be lodged.

(3) SPMCs shall take delivery of complaints at any time during business hours at any of their business premises<sup>S24fa</sup> where it is possible to take delivery of complaints considering the type of services provided. SPMCs shall also receive complaints by electronic means.

(4) When a participant or beneficiary lodges a complaint, the SPMC shall issue them a receipt for the complaint. If the complaint is lodged by means of distance communication, the SPMC shall deliver the receipt for the complaint to the participant or beneficiary immediately; if it is not possible to deliver the

confirmation of receipt immediately, it must be delivered without delay, at the latest together with the document on the resolution of the complaint. A receipt for a complaint need not be delivered if the participant or beneficiary can prove the lodging of the complaint by other means.

(5) The SPMC shall handle a complaint without delay; in justified cases, the handling of the complaint may take longer; however, it must be handled within 30 days from the date of the lodging of the complaint; in complex cases, the handling of the complaint may take up to 3 months from the date of the lodging of the complaint; the SPMC must inform the participant or beneficiary of the reasons if the handling of their complaint takes more than 30 days. 'Resolution of a complaint' means the completion of the complaint handling process either by upholding the complaint or a reasoned rejection of it. The SPMC shall issue a written document on the resolution of the complaint as soon as handling is completed.

(6) The SPMC shall, at the request of Národná banka Slovenska, present a copy of the receipt for a complaint, a copy of the document on the resolution of the complaint and a statement of the reasons why a complaint cannot be handled immediately

(7) SPMCs must keep a register of complaints and submit it to Národná banka Slovenska on request. The register of complaints must include the date of lodging a complaint, the date and method of resolution of the complaint and the serial number of the document on the lodging of the complaint."

Footnote 24fa is inserted as follows:

"<sup>24fa</sup>) Section 7(3) of the Commercial Code."

2. After Section 87s, the following Section 87t, with heading, is added:

**"Section 87t  
Transitional provisions related to amendments effective from 1 July 2024**

Complaints lodged and not resolved before 1 July 2024 shall be handled in accordance with the legislation in effect until 30 June 2024. The legal effects of acts that occurred in the handling of complaints before 1 July 2024 are preserved."

**Article XII**

Act No 747/2004 on financial market supervision (and amending certain laws), as amended by Act No 340/2005, Act No 519/2005, Act No 214/2006, Act No 644/2006, Act No 659/2007, Act No 552/2008, Act No 186/2009, Act No 276/2009, Act No 492/2009, Act No 129/2010, Act No 394/2011, Act No 547/2011, Act No 132/2013, Act No 352/2013, Act No 213/2014, Act No 373/2014, Act No 374/2014, Act No 90/2016, Act No 292/2016, Act No 237/2017, Act No 279/2017, Act No 214/2018, Act No 373/2018, Act No 209/2021, Act No 129/2022, Act No 192/2023 and Act No 106/2024 is amended as follows:

1. In footnote 1, the following citation is deleted: "Act No 250/2007 on consumer protection (and amending Act of the Slovak National Council No 372/1990 on non-indictable offences, as amended), as amended;"; at the end, a semi-colon is inserted and the following citation is inserted: "Act No 108/2024 on consumer protection (and amending certain laws)."
2. In footnote 1aaa, the following citation is deleted: "Section 2(a) of Act No 250/2007, as amended by Act No 102/2014."
3. In footnote 21, the following citation is deleted: "§ 27 Act No 250/2007 on consumer protection (and amending Act of the Slovak National Council No 372/1990 on non-indictable offences, as amended), as amended."
4. In Section 18(13), in the first sentence, the words "another act" are replaced by the words "this Act or other legislation,"; and at the end of the second sentence, the full stop is replaced by a semicolon and the following words are added: "if this method is used to serve an interim measure under Section 35e(3), a request under Section 35ea(1) or a blocking measure, it shall be published on the website of Národná banka Slovenska for three days."
5. In section 19(4) the following sentence is added at the end: "The limitation periods stipulated by this Act or by other legislation<sup>25</sup> for the termination of the entity's liability, for the commencement of proceedings,

or for the imposition of a corrective measure, fine or other penalty are suspended during a procedure under Section 35aa of the Act;”.

6. In Section 21(1)(c), after the word “for”, the following words are inserted: “further procedural steps or assessment of the facts of the case and for”.
7. In Section 21(5), after the word “discontinued”, the following words are inserted: “under paragraph 1 or other legislation<sup>34a</sup>”.

Footnote 34a is inserted as follows:

“<sup>34a</sup>) For example, Section 47(1) and (2) of Act No 7/2005, as amended.”.

8. After Section 35a, the following Section 35aa, with heading, is added:

### **“Section 35aa Voluntary measure**

(1) Národná banka Slovenska is obliged, at the latest before the start of proceedings on imposing a corrective measure or other penalties for breach of an obligation in the area of financial consumer protection under this Act or other legislation<sup>1</sup>, to inform the supervised entity about the possibility to adopt a voluntary measure and on the consequences of its adoption pursuant to paragraph 14. This does not apply in the case of a repeated breach of the same obligation in the area of financial consumer protection in a period of 12 consecutive months, a breach of an obligation in the area of financial consumer protection committed by a supervised entity before a decision was issued by Národná banka Slovenska imposing a penalty on a supervised entity for a breach of another obligation in the area of financial consumer protection, if Národná banka Slovenska initiates proceedings for the imposition of a penalty by issuing an interim measure under Section 35e(3), when receivership is imposed on a supervised entity under other legislation,<sup>28</sup> when an early intervention measure<sup>28a</sup> is imposed, when an intervention measure or a temporary urgent intervention measure is imposed. Národná banka Slovenska may also provide the information referred to in the first sentence orally during on-site supervision. When providing information pursuant to the first sentence, Národná banka Slovenska shall specify a reasonable period, not less than 30 days from the date of delivery of the written information under the first sentence or notice given in accordance with the previous sentence, within which the supervised entity may deliver a proposal for a voluntary measure to Národná banka Slovenska. Národná banka Slovenska may extend the period referred to in the previous sentence by up to 30 days at the supervised entity’s request and repeated extensions are permitted in justified cases.

(2) ‘Voluntary measure’ means a written, binding declaration of the supervised entity that they have voluntarily terminated or will terminate an infringement in the area of financial consumer protection and, where consistent with the nature of the infringement, they have also made or will make redress to the financial consumers who suffered harm due to the infringement or whose rights and legally protected interests were otherwise affected thereby.

(3) The supervised entity shall deliver a proposal for a voluntary measure to the supervisory authority, specifying in particular:

- a) the scope and contents of the voluntary measure;
- b) how the voluntary measure will be implemented;
- c) when the voluntary measure was implemented or a schedule for implementation of the voluntary measure;
- d) the method and period for demonstrating compliance with the voluntary measure to Národná banka Slovenska;
- e) whether and to what extent the voluntary measure was adopted or is being implemented in cooperation with a consumer organisation,<sup>42ca</sup> the owner of a code of conduct<sup>42cb</sup> of which the supervised entity is a signatory, an association of legal entities of which the supervised entity is a member, or another entity.

(4) If engaging in cooperation under paragraph 3(e), the supervised entity shall attach to the proposal for a voluntary measure the declaration of honour of a person referred to paragraph 3(e) confirming their cooperation with the supervised entity in the adoption or implementation of the voluntary measure.

(5) The supervised entity may deliver a proposal for a voluntary measure to Národná banka Slovenska until the end of the period referred to in paragraph 1. However, if Národná banka Slovenska does not provide information to the supervised entity in accordance with paragraph 1, the supervised entity may deliver a proposal for a voluntary measure to Národná banka Slovenska at any time prior to the start of proceedings on imposing a corrective measure or other penalties for breach of an obligation in the area of financial consumer protection to which the voluntary measure relates. A proposal for a voluntary measure received at a later date shall not be taken into account. A voluntary measure may also be adopted for a breach of an obligation in the area of financial consumer protection for which the limitation period has expired because of termination of liability, commencement of proceedings or the imposition of a corrective measure or other penalty for a deficiency identified in the course of supervision.

(6) Národná banka Slovenska shall, considering both the facts known to it and the facts set out in the proposal for a voluntary measure, assess whether the proposal for a voluntary measure:

- a) contains the particulars referred to in paragraphs 3 and 4;
- b) is sufficiently clear, certain and understandable;
- c) is proportionate to the breach of the supervised entity's obligations, in particular whether thereby the infringement in the area of protection of financial consumers is terminated and, where consistent with the nature of the infringement, redress is made to financial consumers whose rights or legally protected interests have been affected by the infringement; when assessing the adequacy of the proposal for a voluntary measure, particular account shall be taken of the nature, severity, manner, scope, consequences, duration and circumstances of the infringement, whether it involves a repeated breach of the same obligation, the systematic character or otherwise of the supervised entity's infringement in the area of protection of financial consumers and the previous fulfilment of voluntary measures by the supervised entity.

(7) If Národná banka Slovenska reaches a provisional conclusion that implementation of a proposal for a voluntary measure can achieve compliance with the law and, if the nature of breach so permits, provide redress to financial consumers, but they have reservations in respect of details of the proposal under paragraph 3 or paragraph 4, Národná banka Slovenska shall inform the supervised entity about these reservations and set a reasonable period for amendment of the proposal. The supervised entity may amend the proposal for a voluntary measure to address the reservations of Národná banka Slovenska within the period set by Národná banka Slovenska. In justified cases, Národná banka Slovenska may extend the period referred to in the previous sentence at the request of the supervised entity. Národná banka Slovenska may repeat the procedure for reservations on a proposal for a voluntary measure.

(8) If Národná banka Slovenska finds that a proposal for a voluntary measure meets the requirements under paragraph 6, they shall communicate the outcome to the supervised entity. The supervised entity must implement the voluntary measure and demonstrate that it has been properly implemented by the deadline laid down in the voluntary measure. To verify the proper implementation of the voluntary measure, Národná banka Slovenska may ask the supervised entity to supply additional information and documents and may ask a person referred to in paragraph 3(e) who cooperated in the implementation of the voluntary measure to comment on the course and outcome of the voluntary measure's implementation.

(9) After communicating the outcome of assessment of the proposal for a voluntary measure pursuant to paragraph 8, Národná banka Slovenska shall publish on its website information on the voluntary measure including in particular the identification of the supervised entity that has adopted the voluntary measure and details of the voluntary measure under paragraph 3(a) and (c) if the supervised entity still has to complete the voluntary measure's implementation. Národná banka Slovenska shall keep the information on the voluntary measure online until it is proved that the voluntary measure has been implemented or a final decision is issued in the case.

(10) During implementation of the voluntary measure, the supervised entity may change parameters under paragraph 3 only with the consent of Národná banka Slovenska. The procedure for making changes to a voluntary measure during its implementation are the same as for the proposal of a voluntary measure; the first to third sentences of paragraph 5 do not apply to a change in a voluntary measure. The supervised entity must implement the voluntary measure in its original form if Národná banka Slovenska does not agree with a change in the voluntary measure.

(11) If Národná banka Slovenska finds that implementation of a proposal for a voluntary measure cannot meet the requirements laid down in paragraph 6, or that the supervised person has not shown a genuine interest in providing redress, or if the supervised person rejects reservations expressed by Národná banka Slovenska without adequate reasons, Národná banka Slovenska shall record this finding on file and communicate the outcome of assessment to the supervised entity no later than the first written action against the supervised person.

(12) Národná banka Slovenska is not obliged to consider repeated proposals of voluntary measures in the same case except for amendments of a proposal of a voluntary measure under paragraphs 7 and 10.

(13) Národná banka Slovenska shall proceed with the assessment of the proposal for a voluntary measure without undue delay in order to achieve a rapid cessation of the breach of the obligation in the area of financial consumer protection and, where consistent with the nature of the infringement, redress for financial consumers.

(14) Národná banka Slovenska shall set aside the case without starting proceedings on it if it finds that a proposal for a voluntary measure meets the requirements under paragraph 6 and the supervised entity has demonstrated compliance with the voluntary measure pursuant to paragraph 8. Národná banka Slovenska shall draw up a record of the case being set aside. No decision shall be issued if a case is set aside.

(15) Národná banka Slovenska shall impose a corrective measure or other penalty whose scope and conditions shall be determined in accordance with Section 35f to 35h if the supervised entity does not fully comply with the voluntary measure, does not demonstrate compliance with the voluntary measure pursuant to paragraph 8 or if, after the case has been set aside pursuant to paragraph 14, it finds that the information provided by the supervised entity or documents proving compliance with the voluntary measure are false.”.

Footnotes 42ca and 42cb are inserted as follows:

“<sup>42ca</sup>) Section 2(m) of Act No 108/2024.

<sup>42cb</sup>) Section 9(10) of Act No 108/2024.”.

9. Footnote 42d is inserted as follows:

“<sup>42d</sup>) Sections 9 to 12 of Act No 108/2024.”.

10. After Section 35e, the following Section 35ea, with heading, is added:

### **Section 35ea** **Blocking measure**

(1) Where a breach of an obligation in the area of financial consumer protection causes harm to the collective interests of financial consumers or where there is a risk of serious harm to the collective interests of financial consumers, Národná banka Slovenska is entitled to issue a written request to the entity by whom or in whose name an online interface<sup>42ea</sup> is operated if this entity is a supervised entity or where the content of the online interface promotes the provision of financial services whose provision requires a licence or other authorisation for a financial market activity<sup>42eb</sup> or registration of a financial market activity<sup>42eb</sup> requesting that, within a period set by Národná banka Slovenska, the recipient remove or amend content published on the online interface, restrict or prevent financial consumers’ access to the online interface, access to certain functions or access to all functions or services of the online interface, or publish a notice to financial consumers accessing the online interface. Národná banka Slovenska shall publish the request referred to in the preceding sentence on its website for three days if the entity by which or in whose name the online interface is operated is not identifiable; the last day of the period shall be regarded as the date of delivery of the request.

(2) If the purpose cannot be achieved otherwise and the supervised entity does not comply with the request referred to in paragraph 1, or if it is clear from all the circumstances that the procedure referred to in paragraph 1 will not provide immediate redress, or in response to a request or in a coordinated procedure pursuant to other legislation,<sup>42ec</sup> Národná banka Slovenska may issue a blocking measure ordering the supervised entity:



- a) to remove or amend the content published on the online interface;
- b) to restrict or prevent financial consumers' access to the online interface, access to certain functions or to all functions or to services of the online interface; or
- c) to publish a notice to financial consumers accessing the online interface.

(3) Národná banka Slovenska may impose a blocking measure under paragraph 2 in parallel with another blocking measure under paragraph 2.

(4) The provisions of Sections 18 and 25 apply to the blocking measure unless paragraphs 5 to 13 provide otherwise.

(5) A blocking measure shall include:

- a) identification of the entity on which the blocking measure is imposed; this item is not obligatory if it is not possible to identify the entity by which or on whose behalf the online interface is operated or to which the content published on the online interface relates;
- b) identification of the online interface to which the blocking measure relates;
- c) specification of the type and scope of the obligation under paragraph 2 imposed on the affected entity; if Národná banka Slovenska imposes a measure under paragraph 2(c), the blocking measure shall also include the precise wording of the notice for financial consumers that the affected entity shall publish on the online interface;
- d) the deadline by which the affected entity must implement the measure;
- e) the duration of the measure, if this can be determined when the blocking measure is issued;
- f) justification of the need to impose the blocking measure;
- g) information on the possibility to lodge an objection in accordance with paragraph 7.

(6) If it is not possible to identify the entity by which or on whose behalf the online interface referred to in paragraph 5(b) is operated, Národná banka Slovenska shall publish the blocking measure on its website for three days. The last day of this period shall be considered the date of delivery of the blocking measure.

(7) The entity on which a blocking measure has been imposed may submit a written objection to the issued blocking measure to Národná banka Slovenska up to five working days after the delivery of the blocking measure; the objection must be substantiated. The scope of the objection to the issued blocking measure and the grounds for the lodged objection may be extended, amended or supplemented only until the end of the period for lodging an objection. A blocking measure against which no written objection and statement of grounds is filed in time has the effect of a final decision against which no appeal can be lodged. A lodged objection has a suspensive effect. An objection to a blocking measure shall be lodged with the FMS unit that issued the blocking measure. The procedure for handling and deciding on an objection to a blocking measure is governed by the provisions of Sections 30 and 31 unless paragraph 8 provides otherwise.

(8) If the objection is upheld in full, the FMS unit may decide on the objection to its own blocking measure within five working days from the date on which the objection was received; it may, if necessary, take additional evidence when deciding on the objection. If the FMS does not decide on an objection in the way referred to in the first sentence, it shall submit the objection, together with the file and its opinion, to the Bank Board within five working days from the date on which the objection was received. The decision of the Bank Board on an objection may not be appealed against.

(9) The issuing of a blocking measure shall not be considered as the first step in proceedings on imposing a penalty. Národná banka Slovenska is not obliged to initiate proceedings on imposing a penalty after the issuance of a blocking measure if the blocking measure fulfils the purpose for which it was issued.

(10) A blocking measure is terminated:

- a) on expiry of the period for which it was issued;
- b) by revocation;

- c) the setting aside of the case without the start of proceedings on imposing a corrective measure or other penalties for breach of an obligation in the area of financial consumer protection;
- d) when a decision of Národná banka Slovenska takes effect imposing a corrective measure or another penalty for breach of an obligation in the area of financial consumer protection.

(11) Národná banka Slovenska shall immediately revoke the blocking measure if the reasons for which it was issued no longer apply. No appeal can be lodged against a decision to revoke a blocking measure. Národná banka Slovenska may replace a blocking measure with a new blocking measure if the previous blocking measure was ineffective and it is necessary to replace it with another blocking measure under paragraph 2.

(12) Národná banka Slovenska may request an information society service provider<sup>42ed</sup> to cooperate in the implementation of the blocking measure if the supervised person does not comply with the obligation imposed by a final blocking measure. The information society service provider shall provide Národná banka Slovenska with cooperation without delay as far as it is technically able to ensure the fulfilment of the imposed obligation. An information society service provider shall not be liable for damage caused by the implementation of a blocking measure if it has followed the instructions Národná banka Slovenska.

- (13) If a blocking measure expires for a reason other than a reason under paragraph 10(b) and (d), Národná banka Slovenska shall notify the obliged entity referred to in paragraph 1 and the information society service provider thereof without undue delay.”.

Footnotes 42ea to 42ed are inserted as follows:

<sup>42ea</sup>) Article 3(15) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) 2006/2004 (OJ L 345, 27 December 2017), as amended.

<sup>42eb</sup>) For example, Act No 483/2001, as amended, Act No 566/2001, as amended; Act No 492/2009, as amended; Act No 129/2010, as amended; Act No 39/2015, as amended; Act No 90/2016, as amended.

<sup>42ec</sup>) Regulation (EU) No 2017/2394, as amended.

<sup>42ed</sup>) Section 2(b) of Act No. 22/2004 Coll. on electronic commerce (and amending Act No 128/2002 state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws), as amended by Act No 284/2002).”.

- 11. In Section 35f(1), in the introductory sentence, the words “may, according to the gravity, scope, duration, consequences and nature of the identified shortcoming” are replaced by the word “may”.
- 12. In Section 35f(1)(a), the number “2” is replaced by the number “3”.
- 13. In Section 35f(1), after point (e), the following new points (f) and (g) are added:
  - “f) impose a requirement to remove or amend content published on an online interface;
  - g) impose an obligation to ensure deletion of a domain;”. Points (f) and (g) are renumbered as points (h) and (i).
- 14. After Section 35f(1), the following paragraph 2 is added:

“(2) When deciding on the type of penalty and its level under paragraphs 1 and 3, Národná banka Slovenska shall consider:

- a) the severity, nature, manner, extent, duration and circumstances of the breach of obligation;
- b) the interest in eliminating or mitigating the negative consequences of the breach for financial consumers that the supervised entities has demonstrated in their actions before the issuing of the decision on imposition of a penalty;
- c) previous final decisions by which Národná banka Slovenska has imposed a penalty on the supervised entity;
- d) the financial amounts that the supervised entity gained or avoided losing by the infringement, if this information is available to Národná banka Slovenska;

e) other aggravating and mitigating circumstances.”.

Paragraphs 2 and 3 are renumbered as paragraphs 3 and 4

15. In Section 35f(3), the words: “Národná banka Slovenska may, according to the gravity, scope, duration, consequences and nature of the identified shortcoming,” are replaced by the following words: “Národná banka Slovenska may”.

16. In Section 35f, the following paragraphs 5 to 8 are added:

“(5) A penalty under paragraph 1(f) or (g) may be imposed by Národná banka Slovenska to achieve the termination or prohibition of harm to the collective interests of financial consumers or to prevent the risk of serious harm to the collective interests of financial consumers.

(6) In the operative part of a decision imposing a penalty under paragraph 1(f) or (g), Národná banka Slovenska shall set a deadline by which the supervised entity must comply with the imposed obligation.

(7) The supervisory authority may request an information society service provider to cooperate in enforcing a decision imposing a penalty under paragraph 1(f) or (g) if the supervised entity does not comply with the obligation imposed by a final decision. The information society service provider shall provide Národná banka Slovenska with cooperation without delay as far as it is technically able to ensure the fulfilment of the imposed obligation. An information society service provider shall not be liable for damage caused by the enforcement of a decision if it has followed the instructions Národná banka Slovenska.

(8) If Národná banka Slovenska imposes a penalty under paragraph 1(g), it may request the registration authority for the top-level domain to register the deleted domain to Národná banka Slovenska. The registration authority for the top-level domain shall cooperate with Národná banka Slovenska to ensure the timely registration of the domain in accordance with the previous sentence after its deletion based on a decision of the supervisory authority. The domain registration costs shall be borne by Národná banka Slovenska.”.

17. After Section 35f, the following Section 35fa, with heading, is added:

**“Section 35fa**  
**Imposition of penalties in a coordinated procedure**

(1) A supervised entity that has committed an infringement of financial consumer rights or a breach of financial consumer protection obligations under this Act or other legislation<sup>1</sup> with the character of a widespread infringement<sup>42ee</sup> or a widespread infringement with a Union dimension,<sup>42ef</sup> Národná banka Slovenska may, in a coordinated procedure,<sup>42eg</sup> impose penalties as follows:

- a) a fine of up to 4% of the supervised entity’s turnover for the preceding financial year;
- b) other penalties under Section 35f(1)(b) to (i) that are consistent with the nature of the infringement.

(2) When deciding on the type of penalty and its level under paragraph 1, Národná banka Slovenska shall consider:

- a) the severity, nature, manner, extent, duration and circumstances of the breach of obligation;
- b) the interest in eliminating or mitigating the negative consequences of the breach for financial consumers that the supervised entities has demonstrated in their actions before the issuing of the decision on imposition of a penalty;
- c) previous final decisions by which Národná banka Slovenska has imposed a penalty on the supervised entity;
- d) the financial amounts that the supervised entity gained or avoided losing by the infringement, if this information is available to Národná banka Slovenska;
- e) the penalty imposed by a competent foreign supervisory authority of a Member State for the same infringement, where the infringement has the character of a widespread infringement with a Union dimension<sup>42ef</sup> and information on such penalties is available through the mechanism established under a special regulation,<sup>42ec</sup>

f) other aggravating and mitigating circumstances.

(3) In the event of repetition of an infringement for which Národná banka Slovenska has already imposed a fine on the supervised entity under paragraph 1 or under Section 35f(1)(a), within 12 months from the effective date of the previous decision to impose a fine, Národná banka Slovenska may impose a fine on the supervised entity of up to 8% of its turnover for the preceding financial year.

(4) For the purposes of paragraphs 1 and 3, 'turnover' means the sum of all incomes from the sale or provision of products, excluding indirect taxes, plus any financial aid provided to the supervised entity. The turnover of a supervised entity shall include their turnover in all Member States where the supervised entity's infringement caused, is causing or could cause harm to the collective interests of consumers if it is possible to determine the turnover in other Member States. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(5) 'Preceding financial year', for the purposes of this Act, means the financial year for which the last regular financial statements were prepared.

(6) 'Financial aid provided to a supervised entity' means, for the purposes of this Act, any and all assistance provided in monetary form from public funds that relates to the activities of the supervised entity and is reflected in the price of the product.

(7) If a supervised person had no turnover in the preceding financial year, if the supervised entity's turnover in the preceding financial year cannot be ascertained or if the turnover of the supervised entity in the preceding financial year was lower than the lower limit for the fine under paragraphs 1 and 3, Národná banka Slovenska may impose a fine in the following amounts:

- a) up to EUR 2,000,000 if a fine is imposed under paragraph 1;
- b) up to EUR 4,000,000 if a fine is imposed under paragraph 3."

Footnotes 42ee to 42eg are inserted as follows:

"<sup>42ee</sup>) Article 3(3) of Regulation (EU) 2017/2394, as amended.

<sup>42ef</sup>) Article 3(4) of Regulation (EU) 2017/2394, as amended.

<sup>42eg</sup>) Article 21 of Regulation (EU) No 2017/2394, as amended.

- 18. In Section 35h(3), the words "35f (2)" are replaced by the words "35f (3)" and the words "35f (1)" are replaced by the words "35f (2)".
- 19. In Section 35h(4), the words "35f(2)" are replaced by the words "35f(3)".
- 20. In Section 43(3), after the words "in relation to on-site supervision, off-site supervision", the following text shall be inserted: a comma and the words "under Section 35ea(1)".
- 21. After Section 45h, the following Section 45i, with heading, is added:

#### **"Section 45i**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) Legal relations governed by this Act and established before 1 July 2024 are governed by the provisions of this Act as in effect from 1 July 2024; the establishment of such legal relations, as well as any claims arising therefrom before 1 July 2024, shall be assessed in accordance with this Act as in effect until 30 June 2024.

(2) Proceedings that commenced, but were not finally concluded, before 1 July 2024 shall be completed other legislation<sup>1</sup> and this Act as in effect from 1 July 2024; the legal effects of actions that took place before 1 July 2024 shall be preserved.

(3) On-site inspections that commenced, but were not completed, before 1 July 2024 shall be completed in accordance with other legislation<sup>1</sup> and this Act as in effect from 1 July 2024; the legal effects of actions that took place in relation to on-site inspections before 1 July 2024 are preserved.

(4) A voluntary measure under Section 35aa may also be applied to an infringement of an obligation in the area of financial consumer protection that occurred before 1 July 2024, except for infringements detected in on-site supervision that ended before 1 July 2024.”.

### Article XIII

Act No 129/2010 on consumer credit and on other credit and loans for consumers (and amending certain laws), as amended by Act No 394/2011, Act No 352/2012, Act No 132/2013, Act No 102/2014, Act No 106/2014, Act No 373/2014, Act No 35/2015, Act No 117/2015, Act No 438/2015, Act No 90/2016, Act No 91/2016, Act No 389/2015, Act No 299/2016, Act No 279/2017, Act No 18/2018, Act No 177/2018, Act No 373/2018, Act No 214/2018 and Act No 310/2021, Act No 309/2023 and Act No 106/2024 is amended as follows:

1. In Section 1(5), after the word “20e”, the following word is inserted: “Section 20g,”.
2. Footnote 5 is replaced as follows:

“<sup>5</sup>) Act No 186/2009 on financial intermediation and financial advisory services (and amending certain laws), as amended.  
Act No 108/2024 on consumer protection (and amending certain laws).”.
3. Footnote 8 is replaced as follows:

“<sup>8</sup>) Act No 108/2024.”.
4. In section 15(4), after the word “rectification”, the following words are inserted: “in accordance with section 20g”; reference 21 and footnote 21 are deleted.
5. In Section 20c(3)(b), after the word “legislation”, reference “<sup>22k</sup>” is replaced by reference “<sup>22a</sup>”.
6. In footnote 22k, the following citation: “Act No 250/2007 on consumer protection, as amended” is replaced by the following citation: “Act No 108/2024.”.
7. In footnote 33d, the following citation: “Act No 250/2007, as amended” is replaced by the following citation: “Act No 108/2024.”.
8. After Section 20f, the following Section 20g, with heading, is added:

#### **“Section 20g Claim handling**

(1) Creditors are liable for defects related to the provision of consumer credit. Creditors are obliged to duly inform consumers of the conditions and method for lodging a claim including information where claims can be lodged; the procedure under paragraph 3 shall be regarded as meeting this obligation of creditors.

(2) Creditors shall establish and implement effective and transparent procedures for the proper examination and timely handling of claims and procedures in the out-of-court resolution of disputes between a creditor and a consumer and keep a record of every claim and remedy in the out-of-court resolution of disputes and the measures taken to deal with them. For these purposes, creditors shall draw up and comply with internal regulations governing:

- a) the form, submission method, handling method and record-keeping procedure for claims, and
- b) procedures for out-of-court resolution of disputes with consumers, including records of remedies.

(3) A creditor shall prepare rules for handling claims and publish them on their website and display them in a visible location accessible to consumers in the creditor’s place of business.

(4) Creditors are obliged to take delivery of complaints related to the provision of consumer credit. A consumer may lodge a complaint at any place of business of the creditor capable to receive complaints.

(5) Creditors shall decide on the eligibility of claims without delay.

(6) The handling of the claim may not take more than 30 days from the date of the lodging of the claim; in complex cases, the handling of the claim may take up to 3 months from the date of the lodging of the claim. If the handling of a claim will take more than 30 days, the creditor shall inform the consumer of this within 30 days from the date of the lodging of the claim. The creditor shall inform the consumer in writing

about the resolution of the complaint without delay. 'Resolution of a claim' means the completion of proceedings on the claim either by upholding the claim or a reasoned rejection of the claim.

(7) Costs associated with the handling of a claim shall be borne by the creditor. The costs of drawing up a claim, including attachments, and lodging the claim shall be borne by the consumer.

(8) The creditor shall issue confirmation of receipt of a claim to the consumer lodging the claim. If the claim is lodged by means of distance communication, the creditors shall deliver the confirmation of receipt of the claim to the consumer immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered without delay, at the latest together with the document on the resolution of the claim. Confirmation of receipt of a claim need not be delivered if the consumer can prove the lodging of the claim by other means.

9. In Section 24(4), after the word "§ 20e", the following words are inserted: "and Section 20g,"

10. After Section 25l, the following Section 25m, with heading, is added:

#### **"Section 25m**

#### **Transitional provisions related to amendments effective from 1 July 2024**

Proceedings on claims started and not completed before 1 July 2024 shall be completed under the regulations in effect to 30 June 2024. The legal effects of acts that occurred in proceedings before 1 July 2024 are preserved."

### **Article XIV**

Act No 136/2010 on services in the internal market (and amending certain laws), as amended by Act No 301/2012, Act No 335/2012, Act No 106/2018, Act No 351/2022, and Act No 261/2023, is amended as follows:

1. In Section 17, the following paragraphs 3 and 4 are added:

"(3) Supervision of compliance with obligations under Section 10, proceedings for infringements and the imposition of penalties for infringements are governed by other legislation.<sup>25b</sup>

(4) The supervisory authority is the competent authority<sup>25c</sup> for cross-border cooperation under other legislation<sup>25d</sup> relating to the enforcement of an obligation under Section 10, notwithstanding paragraph 2. The Slovak Bar Association shall provide the supervisory authority with the assistance necessary for the performance of cross-border cooperation tasks as regards the provision of legal services under other legislation.<sup>25a</sup>

Footnotes 25b to 25d are inserted as follows:

<sup>25b</sup>) Divisions Four and Five of Act No 108/2024 on consumer protection (and amending certain laws).

<sup>25c</sup>) Article 3(6) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) 2006/2004 (OJ L 345, 27 December 2017), as amended.

<sup>25d</sup>) Regulation (EU) No 2017/2394, as amended."

2. After Section 20, the following Section 20a, with heading, is added:

#### **"Section 20a**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) supervision of compliance with obligations under Section 10 started and not completed before 1 July 2024 shall be completed under the regulations in effect until 30 June 2024. Proceedings on infringements under Section 10 found by supervision under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.

(2) Proceedings on infringements of obligations under Section 10 started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024."

**Article XV**

Act No 161/2011 on consumer protection in the provision of certain tourism services (and amending certain laws), as amended by Act No 301/2012, Act No 102/2014 and Act No 261/2023 is amended as follows:

1. The word “seller” in all its forms throughout the text is replaced by the word “trader” in the corresponding form.
2. Footnotes 1 and 1a are replaced by the following:
  - “<sup>1)</sup> Section 52(4) of the Civil Code.
  - <sup>1a)</sup> Section 52(3) of the Civil Code.”.
3. Section 9, with heading, is replaced by the following:

**“Section 9  
Supervision and penalties**

(1) Supervision of compliance with obligations under this Act is carried out by the Slovak Trade Inspection (hereinafter referred to as the “supervisory authority”) under other legislation.<sup>7</sup>

(2) The supervisory authority may impose on a trader, for an infringement under:

- a) Section 3(1) to (3), Section 3(5), Section 3(6), Section 4(5) or Section 4(7), a fine of between EUR 100 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 15,000.
- b) Section 3(4), Section 4(8), Section 5(3) or Section 7, a fine of between EUR 50 and 1% of the turnover for the preceding financial year, up to a maximum of EUR 10,000.
- c) Section 5(1) or Section 8(2), a fine of between EUR 50 and 1% of the turnover for the preceding financial year, up to a maximum of EUR 5,000.

(3) In the event of repetition of an infringement for which the supervisory authority has already imposed a penalty on the trader, within 12 months the effective date of the previous decision to impose a penalty (hereinafter referred to as “repeated infringement”) the firm authority shall impose a fine on the trader in an amount as follows:

- a) between EUR 200 and 3% of the turnover for the preceding financial year, up to a maximum of EUR 30,000 for an infringement under paragraph 2(a);
- b) between EUR 100 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 20,000 for an infringement under paragraph 2(b);
- c) between EUR 100 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 10,000 for an infringement under paragraph 2(c);

(4) For the purposes of paragraphs 2 and 3, 'turnover' means the sum of all incomes from the sale or brokerage of timeshare, the provision of long-term recreational services or their exchange, excluding indirect taxes, plus any financial aid provided to the trader. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(5) ‘Preceding financial year’, for the purposes of this Act, means the financial year for which the last regular financial statements were prepared.

(6) ‘Financial aid provided to a trader’ means, for the purposes of this Act, any and all assistance provided in monetary form from public funds that relates to the activities of the trader and is reflected in the price of the services under this Act.

(7) If a trader had no turnover in the preceding financial year, if the trader’s turnover for the preceding financial year cannot be ascertained or if the turnover of the trader in the preceding financial year was lower than the lower limit for the fine under paragraph 2, the supervisory authority may impose a fine on the trader in the following amounts:

- a) between EUR 100 and EUR 15,000 for an infringement under paragraph 2(a);
- b) between EUR 50 and EUR 10,000 for an infringement under paragraph 2(b);

c) between EUR 50 and EUR 5,000 for an infringement under paragraph 2(c).

(8) If a trader had no turnover in the preceding financial year, if the trader's turnover for the preceding financial year cannot be ascertained or if the turnover of the trader in the preceding financial year was lower than the lower limit for the fine under paragraph 3, the supervisory authority may impose a fine in the following amounts:

- a) between EUR 200 and EUR 30,000 for an infringement under paragraph 2(a);
- b) between EUR 100 and EUR 20,000 for an infringement under paragraph 2(b);
- c) between EUR 100 and EUR 10,000 for an infringement under paragraph 2(c).

(9) In addition to the fines under paragraphs 2, 3, 7 and 8, the supervisory authority may impose on a trader penalties provided for under other legislation.<sup>8</sup>

(10) Fines shall constitute state budget revenues.

(11) Infringement proceedings under this Act and the imposition of penalties for infringements are governed by other legislation.<sup>7</sup>

Footnotes 7 and 8 are replaced as follows:

<sup>7</sup>) Divisions Four and Five of Act No 108/2024 on consumer protection (and amending certain laws).

<sup>8</sup>) Section 41(b) and (c) of Act No 108/2024.”.

4. After Section 9a, the following Section 9b, with heading, is added:

#### **“Section 9b**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) Supervision of compliance with obligations under this Act commenced and not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024. Proceedings on infringements found by supervision under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.

(2) Proceedings on infringements of obligations under this Act started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024.”.

5. In Annex 5, the words “Act No 250/2007 on consumer protection (and amending Act No 372/1990 on non-indictable offences, as amended), as amended” are replaced by the words “Act No 108/2024 on consumer protection (and amending certain laws)”.

### **Article XVI**

Act No 203/2011 on collective investment, as amended by Act No 547/2011 , Act No 206/2013 , Act No 352/2013 , Act No 213/2014 , Act No 323/2015 , Act No 359/2015 , Act No 361/2015 , Act No 91/2016 , Act No 125/2016 , Act No 292/2016 , Act No 237/2017 , Act No 279/2017 , Act No 177/2018 , Act No 373/2018 , Act No 156/2019 , Act No 210/2021 , Act No 310/2021 , Act No 368/2021 , Act No 454/2021 , Act No 208/2022 , Act No 309/2023 , Act No 315/2023 and Act No 107/2024 is amended as follows:

1. In Section 38, the following paragraphs 4 and 5 are added:

The management company shall handle a complaint without delay; in justified cases, the handling of the complaint may take longer; however, it must be handled within 30 days from the date of the lodging of the complaint; in complex cases, the handling of the complaint may take up to 3 months from the date of the lodging of the complaint. ‘Resolution of a complaint’ means the completion of the complaint handling process either by upholding the complaint or a reasoned rejection of it.

(5) The provisions of paragraphs 1, 2 and 4 apply in the same way to a management company with authorisation under Section 28a in the management of a public special fund or a special qualified investor fund.”.

2. After Section 220e, the following Section 220f, with heading, is added:



**“Section 220f**  
**Transitional provisions related to amendments effective from 1 July 2024**

Complaints lodged and not resolved before 1 July 2024 shall be handled in accordance with regulations in effect until 30 June 2024. The legal effects of acts that occurred in the handling of complaints before 1 July 2024 are preserved.”.

**Article XVII**

Act No 250/2012 on regulation of network industries, as amended by Act No 435/2013, Act No 321/2014, Act No 391/2015, Act No 164/2017, Act No 177/2018, Act No 309/2018, Act No 221/2019, Act No 297/2019, Act No 198/2020, Act No 276/2020, Act No 419/2020, Act No 516/2021, Act No 85/2022, Act No 256/2022, Act No 324/2022, Act No 363/2022 and Act No 433/2022 is amended as follows:

In section 9(1)(b), the following point (10) is added:

“10. supervision of compliance with consumer protection legislation,<sup>13b</sup>”. Footnote 13b is inserted as follows:

“<sup>13b</sup>) Section 26(3) of Act No 108/2024 on consumer protection (and amending certain laws).”.

**Article XVIII**

Act No 251/2012 on the energy sector (and amending certain acts), as amended Act No 391/2012, Act No 352/2013, Act No 382/2013, Act No 102/2014, Act No 321/2014, Act No 91/2016, Act No 315/2016, Act No 162/2018, Act No 177/2018, Act No 309/2018, Act No 419/2020, Act No 85/2022, Act No 256/2022, Act No 324/2022, Act No 433/2022, Act No 205/2023 and Act No 309/2023 is amended as follows:

1. Footnote 34 is replaced as follows:

“<sup>34</sup>) Act No 108/2024 on consumer protection (and amending certain laws).  
Sections 52 to 54 of the Civil Code.”.

2. In Section 17(1)(a), in the introductory sentence, the number “8” is replaced by the number “9”.
3. In Section 17(1)(b), the number “5” is replaced by the number “6”.
4. In Section 17(1)(e)(1) after the words “such a contract”, the following words are inserted: “and in the case of a contract for the combined supply of electricity or a contract for the combined supply of gas concluded during a visit by an electricity supplier or a gas supplier to a household electricity customer or household gas customer which the household electricity customer or household gas customer did not expressly request in advance from the electricity supplier or gas supplier or give express consent to in advance (hereinafter referred to as “unsolicited visit”)<sup>34a</sup> or in connection therewith or at a sales event<sup>34b</sup> or in connection therewith up to 30 days from the date of conclusion of the contract”.

Footnotes 34a and 34b are inserted as follows:

“<sup>34a</sup>) Section 17(8) of Act No 108/2024.

<sup>34b</sup>) Section 14(4) of Act No 108/2024.”.

5. After Section 17(2), the following paragraph 3 is added:

“(3) The information referred to in paragraph 1(a) and (e) shall be provided to the household electricity customer or the household gas customer in respect of:

- a) distance contracts<sup>34c</sup> in a manner appropriate for the means of distance communication used; if such information is provided on a durable medium, it must be readable for the household electricity customer or household gas customer;
- b) an off-premises contract of an electricity or gas supplier<sup>34e</sup> in a readable form on paper or, with the consent of the household electricity customer or household gas customer, on another durable medium.”.

Footnotes 34c to 34e are inserted as follows:

“<sup>34c</sup> Section 14(1) of Act No 108/2024. <sup>34d</sup>

Section 2 (f) of Act No 108/2024. <sup>34e</sup> Section

14 (2) of Act No 108/2024.”.

Paragraphs 3 to 21 are renumbered as paragraphs 4 to 22.

6. In Section 17(4) the word “carrier<sup>34a</sup>” is replaced by the word “medium”.

7. In Section 17(8), the words “5 or paragraph 6” are replaced by the words “6 or paragraph 7”.

8. Section 17(13) is deleted.

Paragraphs 14 to 22 are renumbered as paragraphs 13 to 21.

Footnote 37 is deleted.

9. In Section 17(14), the words “Section 17a(4)” are replaced by the words “in accordance with other legislation<sup>38a</sup>”. Footnote 38a is inserted as follows:

“<sup>38a</sup> Section 15(1)(a), (b), (d), (e), (j) and (k) of Act No 108/2024.”.

10. In Section 17(15) the word “carrier” is replaced by the word “medium”.

11. In Section 17(16)(a), after the words “from a contract for the combined supply of electricity or a contract for the combined supply of gas”, the following words are inserted: “and in the case of a contract for the combined supply of electricity or a contract for the combined supply of gas concluded during or in connection with an unsolicited visit or sales event, up to 30 days from the date of provision of the mandatory information on the right to withdraw from the contract if it is provided at a later date.”

12. In Section 17(16)(b), after the words “a contract for the combined supply of electricity or a contract for the combined supply of gas”, the following words are inserted: “and in the case of a contract for the combined supply of electricity or a contract for the combined supply of gas concluded during or in connection with an unsolicited visit or sales event, up to 12 months and 30 days”.

13. Section 17(18) and (19) are deleted.

Paragraphs 20 and 21 are renumbered as paragraphs 18 and 19.

14. Section 17a, with heading, is replaced by the following:

### **“Section 17a Claim handling**

(1) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators are obliged to duly inform household electricity customers or household gas customers of the conditions and method for lodging a claim including information where claims can be lodged; the procedure under paragraph 2 shall be regarded as meeting this obligation.

(2) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall prepare rules for handling complaints and publish them on their website and display them in a visible location accessible to household gas and electricity customers at the place of business of the electricity supplier, gas supplier, aggregator, electricity distribution system operator or gas distribution system operator.

(3) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators are obliged to take delivery of claims lodged by household electricity and gas customers. Household electricity customers and household gas customers may lodge a complaint at any place of business of an electricity supplier, gas supplier, aggregator, electricity distribution system operator or gas distribution system operator where taking delivery of a claim is possible. Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall also receive complaints by electronic means.

(4) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall issue confirmation of receipt of a claim to a household gas or electricity customer lodging a claim. If the claim is lodged by means of distance communication, the electricity supplier, gas supplier, aggregator, electricity distribution system operator or gas distribution system operator shall deliver the confirmation of receipt of the claim to the household gas or electricity customer immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered

without delay, at the latest together with the document on the resolution of the claim. A receipt for a claim need not be delivered if the household gas or electricity customer can prove the lodging of the claim by other means.

(5) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall decide on the eligibility of claims without delay. The handling of the claim may not take more than 30 days from the date of the lodging of the claim; in complex cases, the handling of the claim may take up to three months from the date of the lodging of the claim. Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall notify household gas or electricity customers within 30 days of lodging a claim if the handling of the claim will take more than 30 days.

(6) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators shall inform the household gas or electricity customer in writing about the resolution of their claim without delay. 'Resolution of a claim' means the completion of proceedings on the claim either by upholding the claim or a reasoned rejection of the claim.

(7) Electricity suppliers, gas suppliers, aggregators, electricity distribution system operators and gas distribution system operators are obliged to keep records of claims lodged and present them for inspection during supervision. The register of claims must include the date of lodging of the claim and the date and method of resolution of the claim.

(8) Costs associated with the handling of a claim shall be borne by the electricity supplier, gas supplier, aggregator, electricity distribution system operator or gas distribution system operator. Costs incurred by a household gas or electricity customer in making a claim shall be borne by the household gas or electricity customer if the claim was not justified."

Footnote 38b is deleted.

15. In Section 17b(2), the words "4 to 6" are replaced by the words "5 to 7".
16. In Section 17b(3), the number "9" is replaced by the number "10".
17. In Section 17b(4) and (5), the words "9 to 11" are replaced by the words "10 to 12".
18. In Section 17b(9), the words "4 and 5" are replaced by the words "5 and 6".
19. In Section 17c(1), the words "5 to 7" are replaced by the words "6 to 8".
20. In Section 34(2)(h), the number "20" is replaced by the number "18".
21. In Section 34(2)(k)(3) and Section 69(2)(a)(3), after the word "rules", the following words shall be inserted: "pursuant to Section 17a(2)".
22. Footnote 68 is deleted.
23. After Section 96l, the following Section 96la, with heading, is added:

#### **"Section 96la**

#### **Transitional provisions related to amendments effective from 1 July 2024**

Proceedings on claims not completed before 1 July 2024 shall be completed under the regulations in effect to 30 June 2024. The legal effects of acts that occurred in proceedings before 1 July 2024 are preserved."

### **Article XIX**

Act No 71/2013 on the provision of subsidies within the competence of the Ministry of Economy of the Slovak Republic, as amended by Act No 321/2014, Act No 331/2015, Act No 290/2016, Act No 177/2018, Act No 302/2018, Act No 221/2019, Act No 298/2019, Act No 155/2020, Act No 349/2020, Act No 402/2022, Act No 433/2022 and Act No 467/2022, is amended as follows:

Section 6(2)(b) is replaced by the following:

"(b) has been active in the field of consumer protection for at least one year; and"

Footnote 11 is deleted.

**Article XX**

Act No 335/2014 on consumer arbitration (and amending certain laws), as amended by Act No 160/2015, Act No 125/2016, Act No 177/2018 and Act No 373/2018, is amended as follows:

The word “supplier” in all its forms is replaced throughout the text, except in Section 73(5) and (8) by the word “trader” in the corresponding form.

**Article XXI**

Act No 160/2015, the Code of Civil Dispute Procedure, as amended by Act No 87/2017, Act No 350/2018, Act No 423/2020, Act No 211/2021, Act No 108/2022, Act No 111/2022, Act No 150/2022, Act No 398/2022, Act No 201/2023 and Act No 261/2023, is amended as follows:

The word “supplier” in all its forms is replaced throughout the text by the word “trader” in the corresponding form.

**Article XXII**

Act No 391/2015 on alternative dispute resolution for consumer disputes (and amending certain laws), as amended by Act No 177/2018, Act No 373/2018 and Act No 221/2019 is amended as follows:

1. The word “seller” in all its forms throughout the text is replaced by the word “trader” in the corresponding form.
2. In Section 1(1)(a), after the word “consumer”, reference 1 is inserted, and after the word “trader”, reference 1a is inserted.

Footnotes 1 and 1a are replaced by the following:

“<sup>1</sup>) Section 52(4) of the Civil Code.

<sup>1a</sup>) Section 52(3) of the Civil Code.”.

Reference 1 is renumbered as footnote reference 1b and footnote 1 is renumbered as footnote 1b.

3. After Section 1(3), the following paragraph 4 is added:

“(4) This act also applies to the resolution of disputes related to the provision of payment services and the transfer of a payment account pursuant to other legislation<sup>2a</sup> before an alternative dispute resolution entity pursuant to other legislation,<sup>2b</sup> even when the application for initiation of alternative dispute resolution is submitted by a person referred to in other legislation.<sup>2c</sup>”

Footnotes 2a to 2c are inserted as follows:

“<sup>2a</sup>) Act No 492/2009 on payment services (and amending certain laws), as amended by Act No 405/2015.

<sup>2b</sup>) Section 90(1) of Act No 492/2009, as amended by Act No 373/2018

<sup>2c</sup>) Section 44d(5) of Act No 492/2009, as amended by Act No 405/2015.

Paragraphs 4 and 5 are renumbered as paragraphs 5 and 6.

4. In Section 1(5) the word “similar” shall be replaced by the words “in other”.
5. Section 2(1) is deleted.

Footnotes 8 to 9c are deleted. Paragraphs 2 and 3 are renumbered as paragraphs 1 and 2

6. Footnote 10 is replaced as follows:

“<sup>10</sup>) Section 9(1)(m) of Act No 250/2012 on regulation of network industries, as amended.”.

7. Footnote 12 is replaced as follows:

12) § 13(2)(e) of Act No 324/2011 on postal services (and amending certain laws), as amended. Section 4(5)(j) of Act No 452/2021 on electronic communications.”.

8. In Section 3(2)(b), the words “public services relating to the quality and price of service,<sup>13</sup>” are replaced by the following words: “publicly available services<sup>13</sup> relating to the quality and price of services,”.

Footnote 13 is replaced as follows:

“<sup>13</sup>) Section 84 of Act No 452/2021.”.

9. In Section 4(1), the words “legal entity incorporated or constituted for consumer protection” shall be replaced by the words “consumer organisation”.
- Footnote 17 is replaced as follows:
- “<sup>17</sup>) Section 2(m) of Act No 108/2024 on consumer protection (and amending certain laws).”.
10. Section 4(3)(a) is deleted.
- Points (b) to (e) are renumbered as points (a) to (d).
11. In Section 4(3)(a)(2), the number “4” is replaced by the number “5”.
12. Section 4(4)(a), (b) and (h) are deleted.
- Points (c) to (g) are renumbered as points (a) to (e).
13. In section 5(2), the following sentences are added at the end: “A decision on registration in the list shall not state grounds. No appeal can be lodged against a decision on registration in the list. A decision on registration in the list is effective from the date of its delivery to the applicant.”.
14. In Section 6(2), the words “at most by 30 days” are replaced by the words “also repeatedly”.
15. In section 7(1), the following sentences are added at the end: “The ministry shall also remove an authorised legal entity from the list if it is dissolved; the ministry publish information about the removal of the authorised legal entity from the list on its website for at least three months from the date of removal. No decision is issued when an authorised legal entity is removed from the list pursuant to the first or second sentence.
16. Section 7(2) is replaced by the following:
- “(2) The Ministry may remove an authorised legal entity from the list if the authorised legal entity:
- a) was entered in the list on the basis of false or incorrect information included in the application for registration or its attachments;
  - b) ceases to meet the requirements under Section 4(4) or fails to report a change in circumstances or remedy a deficiency in accordance with Section 6(2);
  - c) breaches an obligation under Section 9(1) or (2);
  - d) demonstrably fails to act independently, impartially or with due professional diligence in alternative dispute resolution; or
  - e) repeatedly or systematically breaches the obligations under this Act, or seriously undermines or endangers the functioning of the alternative dispute resolution system or the confidence of the parties to the dispute in the benefits of alternative dispute resolution.”.

17. In Section 7(3), the following words are added at the end: “, in the first sentence”.

18. Section 8(1) is replaced by the following:

“(1) Alternative dispute resolution shall be conducted on behalf of an ADR entity only by an authorised natural person who satisfies the requirements under paragraphs 2 and 3.”.

19. In Section 8(2)(d) the word “three” is replaced by the word “two”.

20. In section 8(5), the following sentences are added at the end: “In the case of a natural person who is not a citizen of the Slovak Republic or a citizen of the Slovak Republic who has permanent or temporary residence outside the territory of the Slovak Republic, good repute shall be proved by an extract from the Criminal Record issued in the relevant state or, if no such extract issued, by a document corresponding to the documents issued in the Slovak Republic. The document submitted pursuant to the previous sentence must not be more than three months old and must be submitted together with an officially certified translation into Slovak.”.

21. In Section 8(6)(b), the word “oversight” is replaced by the word “supervision” and after the word “body”, the following words are inserted: “or a member of the statutory body”.

Footnote 20 is replaced as follows:

“<sup>20</sup>) For example, Section 53 of the Civil Code; Act No. 266/2005 Coll. on the protection of consumers in respect of the distance marketing of financial services (and amending certain laws), as amended; Act No 129/2010 on consumer credit and on other credit and loans for consumers (and amending certain laws), as amended; Act No 108/2024.”.

22. In Section 9(2), after the word “ministry”, the following text shall be deleted: the comma and the words “which removed the authorised natural person from the list”.

23. Section 9(3) is deleted.

Paragraphs 4 and 5 are renumbered as paragraphs 3 and 4.

24. In Section 10(1), the following point (m) is added:

“m) a reference to the list of ADR entities maintained by the European Commission.”.

25. In section 10(2) the following sentence is added at the end: “The ADR entity shall publish the annual report on its website for at least five years from the date of publication.”.

26. In Section 10(3)(a), the words “resolved disputes” are replaced by the words “proposals to initiate an alternative dispute resolution that were received”.

27. In Section 10(3), points (c) and (d) are replaced as follows:

“c) the number of rejected proposals to initiate alternative dispute resolution broken down by the grounds for refusal under Section 13(1), (2) and (5);

d) the number of completed alternative dispute resolution procedures broken down by the form of termination under Section 20(1);”.

28. In Section 10(4) the word “carrier” is replaced by the word “medium”, the word “carriers” is replaced by the word “media” and the word “carrier” is replaced by the word “medium”.

29. After Section 10(4), the following paragraph 5 is added:

“(5) The ADR entity shall provide information about its activity beyond the scope of its annual report at the request of the ministry for purposes of information exchange and international cooperation.

Paragraphs 5 to 8 are renumbered as paragraphs 6 to 9.

30. In Section 10(6), the following words are deleted: “is set out in Annex 1; ” and “the form also”

31. Section 10(7) is replaced by the following:

“(7) The ADR entity shall keep a written record of proposals to initiate ADR, which shall include

a) the forename, surname and academic title of the authorised natural person to whom the proposal to initiate ADR was assigned;

b) the date of delivery of the proposal to initiate ADR;

c) the date of sending of a request and the date of the delivery of the proposal to initiate ADR pursuant to Section 12(6);

d) the date and the grounds of a rejection of a proposal to initiate ADR;

e) the date of sending of a request for payment of the fee for initiating ADR, the amount of the fee and the date of payment;

f) the date of delivery of the ADR initiation notice;

g) the subject-matter of the dispute;

h) information on every time extension under Section 16(9);

i) the date and manner of termination of ADR under Section 20(1).”.

32. After Section 10(7), the following paragraph 8 is added:

“(8) The ADR entity shall keep the record pursuant to paragraph 7 for five years from the date of termination of the ADR procedure.”.

Paragraphs 8 and 9 are renumbered as paragraphs 9 and 10.

33. Section 11(1) is replaced by the following:

“(1) A consumer has the right to submit a request for redress to a trader if a dispute arises between the consumer and the trader from the exercise of rights from liability for defects or if the consumer considers that the trader has violated other consumer rights.”

34. After Section 11(1), the following paragraph 2 is added:

“(2) The trader shall provide the consumer with information on the competent ADR entities on a durable medium if the trader gives a negative response to a request under paragraph 1.”

Paragraph 2 is renumbered as paragraph 3.

35. In Section 12(3)(f), Section 13(2)(b) and Section 19(1)(a)(4), the following words are added at the end: “or (g)”.
36. In section 12(4) the following sentence is added at the end: “In a dispute arising from the exercise of rights from liability for defects, the consumer may state in the proposal their consent for obtaining the opinion of a professionally qualified person pursuant to Section 15(7).”.
37. In Section 12(5), in the first sentence, the full stop at the end is replaced by a coma and the following words are added: “and the ADR rules of the ADR entity do not provide otherwise.”.
38. In Section 12(5), the following words are deleted: “is set out in Annex 1 and which” and “also”
39. In section 12(6) the following sentence is added at the end: “The ADR entity shall not apply the procedure under the first sentence if there are grounds for rejecting the proposal under Section 13(2).”
40. In Section 13(2), after point (c), the following point (d) is added:  
“d) the proposal is vexatious;”.

Points (d) and (e) are renumbered as points (e) and (f).

41. In Section 13(3), after the word “interests”, the word “or” is deleted and the full stop at the end is replaced by a coma and the following words are added: “or if, before the initiation of ADR, the consumer declares that they are no longer interested in ADR.”.
42. After Section 13(3), the following paragraph 4 is added:

“(4) A proposal shall be regarded as vexatious pursuant to paragraph 2(d) if it is a repeated submission that was previously rejected by an ADR entity on grounds referred to in paragraph 1 or 2 and that does not contain any new facts justifying a procedure other than rejection of the proposal.”.

Paragraphs 4 and 5 are renumbered as paragraphs 5 and 6.

43. In Section 13(6), the words “without delay” are replaced by the words “no later than three weeks from delivery of the proposal”.
44. After Section 13, the following Section 13a, with heading, is added:

### **“Section 13a Request to pay the fee to initiate ADR**

(1) After receipt of a complete proposal and finding that there are no grounds to reject the proposal pursuant to Section 13(2) or if it does not reject the proposal under Section 13(5), the ADR entity shall request the consumer in writing to pay the fee for initiating ADR if the ADR entity charges the consumer a fee.

(2) The ADR entity shall set aside the proposal if the consumer fails to pay the fee for initiating ADR within the period set by the ADR entity in the request under paragraph 1, which must not be less than 15 days from the date of delivery of the request.”.

45. In Section 14(1), the full stop at the end is replaced by a coma and the following words are added: “if the proposal is not rejected on grounds under Section 13(2) or (5).”.
46. In Section 14(2), after the word “disputes”, the following words are inserted “in writing” and at the end the following words are added:  
“without delay after payment of the fee for initiating ADR by the consumer if the ADR entity charges the consumer a fee or after assessing the grounds for rejecting the proposal”.
47. In Section 14(3)(e), the words “Section 27(2)” are replaced by the words “Section 27(1)”.
48. In section (15)(2), after the word “delivery”, the following words are inserted: “of a request for an opinion”.
49. In Section 15(5), the word “surveillance” is replaced by the word “supervision”, the number “2” is replaced by the number “1”, and the following sentence is added at the end:  
“The Slovak Trade Inspection shall inform the authorised legal entity about the imposition of disciplinary measures on a trader for a failure to provide cooperation pursuant to paragraph 1 or paragraph 2 if the Slovak Trade Inspection, as a supervisory authority, commenced supervision at the initiative of the authorised legal entity.”.
50. Footnote 24 is replaced as follows:

“<sup>24</sup>) For example, Section 17 of the Commercial Code; Sections 89 to 91 of Act No 483/2001 on banks (and amending certain acts), as amended; Section 117 of Act No 452/2021, as amended by Act No 533/2021.”.

51. In Section 15, the following paragraphs 7 to 10 are added:

“(7) In a dispute concerning liability for defects, the ADR entity may propose to the parties to the dispute to obtain the opinion of a professionally qualified person on the facts of the dispute.

(8) The ADR entity may, with the consent of the parties to the dispute, select a person pursuant to paragraph 7 if the parties fail to agree on a specific person. When making its choice, the ADR entity shall consider the cost-effectiveness, professional qualification and independence of the person pursuant to paragraph 7.

(9) Costs for obtaining the opinion of the professionally qualified person pursuant to paragraph 7 shall be borne by the trader, unless the parties to the dispute have expressly agreed otherwise. If the opinion of the professionally qualified person is in favour of the party to the dispute who has paid the costs of obtaining the opinion of the professionally qualified person, they are entitled to reimbursement of these costs from the other party to the dispute.

(10) When concluding ADR, the ADR entity shall take into account any unjustified disagreement of one of the parties to the dispute with obtaining the opinion of a person pursuant to paragraph 7.”.

52. In section 16(9) the following sentence is added at the end: “The period pursuant to the first and second sentences shall not run during suspension of the alternative dispute resolution.”

53. After Section 16, the following Section 16a, with heading, is added:

#### **“Section 16a Suspension of ADR**

(1) An ADR entity may suspend an ADR procedure for the necessary time if:

- a) they are aware that the trader is preparing or has submitted a proposal for a voluntary measure under other legislation<sup>25</sup> in the case to which the ADR relates;
- b) they are aware of ongoing supervision or infringement proceedings conducted by consumer protection authorities in the same case to which the ADR procedure relates, where the outcome could contribute to the amicable resolution of the dispute.

(2) The ADR entity shall suspend the ADR procedure by sending a written notice of ADR suspension to the parties to the dispute.

(3) The ADR entity shall recommence the ADR procedure without delay after the lapsing of the reason for the suspension of ADR, after becoming aware of new facts that are significant for the continuation of ADR or at the request of a party to the dispute. The ADR entity shall notify the parties in writing of the recommencement of ADR no later than the first action that the ADR entity takes in relation to the parties to the dispute after the recommencement of ADR.”.

Footnote 25 is replaced as follows:

„<sup>25</sup>) Section 35aa(2) of Act No 747/2004 on financial market supervision (and amending certain laws), as amended by Act No 108/2024.  
Section 35(1) of Act No 108/2024.”.

54. In section 17(2), in the introductory sentence, the following words are added at the end “in particular”.

55. Section 17(2)(c) to (e) are deleted.

Points (f) to (h) are renumbered as points (c) to (e).

56. Section 17(4) is deleted.

Paragraphs 5 to 8 are renumbered as paragraphs 4 to 7.

57. In Section 17(4), after the words “delivery of the” the word “written” and after the words “without delay” the following text is inserted: “, in writing.”.

58. In Section 17(7), the word “(d)” is replaced by the word “(a)”, and a sentence is added at the end as follows: “The other ADR entity shall not reject a proposal on grounds under Section 13(2)(b) or (5)(a).”.



59. In Section 18(2)(b), the words “of the act, to which the reasoned opinion relates” are replaced by the following words: “of legislation that the trader infringed according to the ADR entity’s interpretation of the law”.
60. In Section 18(3), after the word “disputes”, the following words are inserted: “without delay”.
61. In Section 19(1), the following points (f) to (h) are added:
- “(f) the consumer fails to pay fee for initiating ADR within the period specified in the request pursuant to Section 13a(1);
  - g) the trader fails to provide cooperation to the ADR entity in accordance with Section 15 and the ADR entity does not consider the facts of the case to be sufficiently established to terminate ADR pursuant to point (e) or Section 18;
  - h) the ADR entity concludes that the continuation of ADR requires the opinion of a professionally qualified person on the facts gathered to this point in the procedure, and this is not a procedure under Section 15(7) and ADR could only be continued with a disproportionate effort.”.
62. In Section 20(1), the following point (g) is added:
- “(g) notification of a party to the dispute on the resolution of the dispute without conclusion of an agreement under Section 17, if the other party does not respond to a notice sent pursuant to paragraph 2 with an objection with the period set by the ADR entity.
63. In Section 20(2), the words “(d) and (e)” are replaced by the words “(d), (e) and (g)” and the word “parties” is replaced by the words “other party to the dispute”.
64. In section 20(3) the following sentence is added at the end: “The other ADR entity shall not reject a proposal on grounds under Section 13(2)(b) or (5)(a).”.
65. In section 21(1) the following sentence is added at the end: “The ADR authority may also use electronic communications for the service of documents in accordance with other legislation.<sup>26</sup>”.
- Footnote 26 is replaced as follows:
- “<sup>26</sup>) Act No 305/2013 on the electronic performance of tasks by public authorities (and amending certain laws) (the e-Government Act), as amended.”.
66. Section 21(3) is replaced by the following:
- “(3) Documents may be served on a trader by electronic means if the trader communicates to the ADR entity an address for service by electronic means or if that electronic address is publicly available and the trader acknowledges receipt of the document by sending a reply to the document served by electronic means. The ADR entity shall send an ADR initiation notice to a trader by registered mail if the trader does not acknowledge receipt of the document or does not send a reply within the prescribed period based on the ADR initiation notice if the ADR entity has served the document by means referred to in the first sentence. The consumer may be served with documents by electronic means if the proposal to initiate ADR contains an electronic address for service by electronic means or if the consumer has subsequently notified the ADR entity of an electronic address for service by electronic means and the consumer does not expressly request service by post. Documents delivered by electronic means are considered delivered on the third day after they are sent, even if the addressee does not read them.”.
67. In Section 22(2), the third sentence is deleted.
68. In Section 22(4) after the words “dispute resolution”, the following words are inserted: “other than costs under Section 15(9)”.
69. In Section 24(1), the following point (e) is added:
- “(e) publish on its website and on a durable medium a link to the list of ADR entities maintained by the European Commission.”.
70. In Section 24(2)(a), the words “name and registered office” are replaced by the words “name, registered office and website”.
71. In Section 24(2)(f), the number “4” is replaced by the number “5”.
72. Section 24(2)(g) is deleted.
73. In section 24(3), the following sentences are added at the end: “No decision shall be issued for a change of data in the list. The ADR entity shall provide the ministry with the cooperation necessary to verify the correctness and completeness of the data in the list.”.
74. Sections 25 and 26, including the headings, are replaced by the following:

**“Section 25**  
**Monitoring of compliance with the obligations of ADR entities**

(1) The ministry shall monitor compliance with the obligations of ADR entities under this Act. The ministry's performance of monitoring is governed by other legislation.<sup>27</sup>

(2) The performance of monitoring pursuant to paragraph 1 must not jeopardise an ADR procedure.

(3) The outcome ADR is not subject to monitoring under paragraph 1.

**Section 26**  
**Supervision of compliance with obligations**

(1) The supervisory authority for compliance with an obligation to provide cooperation under Section 15(2) and (3) is:

- a) The Regulatory Authority for Network Industries, in respect of a party to ADR in a dispute before the Regulatory Authority for Network Industries and a third party whose cooperation it has requested;
- b) The Regulatory Authority for Electronic Communications and Postal Services in respect of a party ADR in a dispute before the Regulatory Authority for Electronic Communications and Postal Services and a third party whose cooperation it has requested;
- c) The Slovak Trade Inspection in respect of a trader and a third party whose cooperation has been requested, where supervision is not carried out by a supervisory authority under (a) or (b).

(2) The supervisory authority for compliance with the obligation to inform consumers about ADR entities under Section 11(2) is the Slovak Trade Inspection.”.

Footnote 27 is replaced as follows:

“<sup>27</sup>) Act of the National Council of the Slovak Republic No 10/1996 on control in the state administration, as amended.”.

75. Section 27(1) is deleted.

Paragraphs 2 to 5 are renumbered as paragraphs 1 to 4.

76. In Section 27(1), the word “surveillance” is replaced by the word “supervision” and after the word “Section 26”, the following word is inserted: “(1)”.

77. After Section 27(1), the following paragraph 2 is added:

“(2) The supervisory authority pursuant to Section 26(2) shall impose a fine on a trader for a breach of an obligation pursuant to Section 11(2) from EUR 100 to EUR 2,000; the upper limit of the rate of the fine shall be doubled if the trader repeats a breach of the same obligation for which a fine was previously imposed by the supervisory authority within 12 months from the effective date of the previous decision to impose a fine.”.

Paragraphs 2 to 4 are renumbered as paragraphs 3 to 5.

78. In Section 28(2)(b), the words “paragraphs 2 and 3” are replaced by the words “paragraph 1 second sentence, paragraph 2 and paragraph 3”.

79. After Section 29, the following Section 29a, with heading, is added:

**“Section 29a**  
**Transitional provisions related to amendments effective from 1 July 2024**

(1) When assessing a proposal to initiate ADR that it has not rejected before 1 July 2024, an ADR entity shall proceed under the legislation in effect from 1 July 2024.

(2) In the case of an ADR procedure started and not completed before 1 July 2024, the ADR entity shall proceed under the legislation in effect until 30 June 2024.

(3) Monitoring of compliance with the obligations of authorised legal entities started but not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024.”.

80. Annex 1 is deleted.

### Article XXIII

Act No 170/2018 on tours, linked tourism services, certain business conditions in tourism (and amending certain laws), as amended by Act No 119/2019, Act No 136/2020, Act No 198/2020, Act No 310/2021 and Act No 7/2024 is amended as follows:

1. Footnote 2 is replaced as follows: “<sup>2)</sup> Article 3(16) of Regulation (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018 on the approval and market surveillance of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, amending Regulations (EC) No 715/2007 and (EC) No 595/2009 and repealing Directive 2007/46/EC (OJ L 151, 14 June 2018), as amended.”.
2. In Section 9(4), the words “in particular” are deleted.
3. Section 31(1) is replaced by the following:

“(1) The supervisory authority is the Slovak Trade Inspection. Supervision procedures, infringement proceedings under this Act and the imposition of penalties for infringements thereof are governed by other legislation.<sup>25)</sup>”.

Footnote 25 is replaced as follows:

“<sup>25)</sup> Divisions Four and Five of Act No 108/2024 on consumer protection (and amending certain laws).”.

4. In Section 31(2) the word “surveillance” is replaced by the word “supervision”.
5. Section 31(3) is replaced by the following:

“(3) If, on the basis of supervision activity, the supervisory authority finds that a tour operator does not have sufficient protection in the event of bankruptcy under Section 8(1)(e), it shall issue a provisional measure<sup>26)</sup> prohibiting the travel agency from selling tours and facilitating linked travel arrangements.”.

Footnote 26 is replaced as follows:

“<sup>26)</sup> Section 33 of Act No 108/2024.”.

6. In Section 31(4), in the introductory sentence, the words “trader which” are replaced by the words “the person who”.
7. Section 31(5) and (11) are replaced by the following:

(5) The supervisory authority may impose the following penalties for administrative offences under the following provisions:

- a) paragraph 4(a), a fine of between EUR 2,000 and 4% of the turnover for the preceding financial year, up to a maximum of EUR 70,000;
- b) paragraph 4(b), a fine of between EUR 500 and 3% of the turnover for the preceding financial year, up to a maximum of EUR 20,000;
- c) paragraph 4(c), a fine of between EUR 200 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 10,000;
- d) paragraph 4(d), a fine of between EUR 100 and 1% of the turnover for the preceding financial year, up to a maximum of EUR 5,000.

(6) In the event of repetition of an infringement for which the supervisory authority has already imposed a penalty on the breaching party, within 12 months the effective date of the previous decision to impose a penalty (hereinafter referred to as “repeated infringement”) the supervisory authority shall impose a fine on the infringer in an amount as follows:

- a) between EUR 4,000 and 5% of the turnover for the preceding financial year, up to a maximum of EUR 140,000 for an infringement under paragraph 4(a);
- b) between EUR 1,000 and 4% of the turnover for the preceding financial year, up to a maximum of EUR 40,000 for an infringement under paragraph 4(b);

- c) between EUR 400 and 3% of the turnover for the preceding financial year, up to a maximum of EUR 20,000 for an infringement under paragraph 4(c);
- d) between EUR 200 and 2% of the turnover for the preceding financial year, up to a maximum of EUR 10,000 for an infringement under paragraph 4(d).

(7) For the purposes of paragraphs 5 and 6, 'turnover' means the sum of all incomes from activities that are the subject of the activity of tour operator or travel agency under Section 5, excluding indirect taxes, or the sum of incomes from the provision of protection in the event of bankruptcy, excluding indirect taxes, plus any financial aid provided to the infringer. Turnover expressed in foreign currency is converted to euro using the average of the reference exchange rates set and issued by the European Central Bank or Národná banka Slovenska applicable to the relevant accounting period.

(8) 'Preceding financial year', for the purposes of this Act, means the financial year for which the last regular financial statements were prepared.

(9) 'Provided financial aid' means, for the purposes of this Act, any and all assistance provided in monetary form from public funds that is reflected in the price of the service provided by the infringer.

(10) If an infringer had no turnover in the preceding financial year, if the infringer's turnover for the preceding financial year cannot be ascertained or if the turnover for the preceding financial year was lower than the lower limit for the fine under paragraph 5, the supervisory authority may impose a fine on the infringer in the following amounts:

- a) between EUR 2,000 and EUR 70,000 for an infringement under paragraph 4(a);
- b) between EUR 500 and EUR 20,000 for an infringement under paragraph 4(b);
- c) between EUR 200 and EUR 10,000 for an infringement under paragraph 4(c);
- d) between EUR 100 and EUR 5,000 for an infringement under paragraph 4(d).

(11) If an infringer had no turnover in the preceding financial year, if the infringer's turnover for the preceding financial year cannot be ascertained or if the turnover of the infringer in the preceding financial year was lower than the lower limit for the fine under paragraph 6, the supervisory authority may impose a fine on the infringer in the following amounts:

- a) between EUR 4,000 and EUR 140,000 for an infringement under paragraph 4(a);
- b) between EUR 1,000 and EUR 40,000 for an infringement under paragraph 4(b);
- c) between EUR 400 and EUR 20,000 for an infringement under paragraph 4(c);
- d) between EUR 200 and EUR 10,000 for an infringement under paragraph 4(d).

8. In Section 31, the following paragraphs 12 and 13 are added:

"(12) In addition to the fines under paragraphs 5, 6, 10 and 11, the supervisory authority may impose on a breaching party the penalties provided for under other legislation. <sup>26a</sup>

(13) Fines shall constitute state budget revenues."

Footnote 26a is inserted as follows:

"<sup>26a</sup>) Section 41(b) and (c) of Act No 108/2024."

9. After Section 33b, the following Section 33c, with heading, is added:

### **"Section 33c**

#### **Transitional provisions related to amendments effective from 1 July 2024**

(1) Supervision of compliance with obligations under this Act commenced and not completed before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024. Proceedings on infringements found by supervision under the previous sentence shall be started and completed under the legislation in effect until 30 June 2024.

(2) Proceedings on infringements of obligations under this Act started but not finally concluded before 1 July 2024 shall be completed under the legislation in effect until 30 June 2024."

**Article XXIV**

Act No 452/2021 on electronic communications, as amended by Act No 533/2021, Act No 351/2022, Act No 205/2023, Act No 287/2023 and Act No 46/2024 is amended as follows:

1. The words “durable medium” in all forms throughout the text are replaced by the words “durable medium” in the corresponding form.

Footnote 91 is replaced as follows:

“<sup>91)</sup> Section 2(f) of Act No 108/2024 on consumer protection (and amending certain laws).”.

2. Footnote 93 is replaced as follows:

“<sup>93)</sup> For example, Sections 5(1) and 15(1) of Act No 108/2024.”.

3. Footnote 96 is replaced as follows:

“<sup>96)</sup> Section 14(1) of Act No 108/2024.”.

4. In Section 109(10), after the words “paragraph 2”, the following words are inserted: “and, in detection and investigation of infringements of the obligation to protect the collective interests of consumers, the supervisory authorities in the area of consumer protection are entitled to obtain from an undertaking data on participants in the extent defined in Section 110(2)(b) to (d)” and the word “its” is replaced by the word “their” and the words “this authority is entitled” are replaced by the following words: “these authorities are entitled”.

**Article XXV**

This Act shall enter into effect on 01 July 2024

**Zuzana Čaputová in**

**her own hand, p.p.**

**Peter Žiga in his own**

**hand Robert Fico in**

**his own hand**

**Annex 1  
to Act No 108/2024****COMMERCIAL PRACTICES WHICH ARE IN ALL CIRCUMSTANCES CONSIDERED UNFAIR****Misleading commercial practices**

1. Claiming to be a signatory to a code of conduct when the trader is not.
2. Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
3. Claiming that a code of conduct has an endorsement from a public or other body which it does not have.
4. Claiming that a trader (including its commercial practices) or a product has been approved, endorsed or authorised by a public or private body when it has not or making such a claim without complying with the terms of the approval, endorsement or authorisation.
5. Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that it will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price, within a period that is, and in quantities that are, reasonable with regard to the product, the scale of advertising of the product and the price offered (bait advertising).
6. Bait and switch-type advertising, meaning advertising with the intention to promote the sales of another product in the form of an invitation to purchase a product at a specified price and then:
  - a) refusing to show advertised item to consumers;
  - b) refusing to take purchase orders for it or deliver it within a reasonable time; or
  - c) demonstrating a defective sample of it.
7. Falsely stating that a product is only available for a very limited time, or that it is only available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.
8. Undertaking of the trader to provide after-sales service to consumers, with whom the trader has communicated prior to a transaction in a language which is not an official state of the Member State that is the location of the registered office or place of business of the trader, and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction.
9. Stating or otherwise creating the impression that a product can legally be sold when it cannot.
10. Presenting rights given to consumers in law as a distinctive feature of the trader's offer.
11. Using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer (advertorial).
12. Providing search results in response to a consumer's online search query without clearly disclosing any paid advertising or payment specifically for achieving higher ranking of products within search results.
13. Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or their family if the consumer does not purchase the product.
14. Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.
15. Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products.
16. Claiming that the trader is about to cease trading or move premises when they are not.
17. Claiming that products are able to facilitate winning in games of chance.

18. Falsely claiming that a product is able to cure illnesses, dysfunction or malformations.
19. Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions.
20. Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.
21. Describing a product as “gratis”, “free”, “without charge” or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.
22. Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that they have already ordered the marketed product when they have not.
23. Falsely claiming or creating the impression that the trader is not acting for purposes relating to their trade, business, craft or profession, or falsely representing oneself as a consumer.
24. Creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold.
25. Reselling events tickets to consumers if the trader acquired them by using automated means to circumvent any limit imposed on the number of tickets that a person can buy or any other rules applicable to the purchase of tickets.
26. Stating that reviews of a product are submitted by consumers who have actually used or purchased the product without taking reasonable and proportionate steps to check that they originate from such consumers.
27. Submitting or commissioning another legal or natural person to submit false consumer reviews or endorsements, or misrepresenting consumer reviews or social endorsements, in order to promote products.

#### **Aggressive commercial practices**

1. Creating the impression that the consumer cannot leave the premises until a contract is formed.
2. Conducting personal visits to the consumer’s home ignoring the consumer’s request to leave or not to return except in circumstances and to the extent justified to enforce a contractual obligation.
3. Making persistent and unwanted solicitations by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation.
4. Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising their contractual rights.

5. Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
6. Demanding from a consumer immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer except where the product is a substitute supplied in conformity with other legislation (inertial selling).
7. Explicitly informing a consumer that if they do not buy the product or service, the trader's job or livelihood will be in jeopardy.
8. Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either:
  - a) there is no prize or other equivalent benefit, or
  - b) taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.



**MODEL FORM FOR WITHDRAWAL FROM A DISTANCE OR OFF-PREMISES CONTRACT**

(Complete and send this form only if you wish to withdraw from a distance or off-premises contract.)

– Recipient *[The trader shall enter their business name, registered office or place of business and their e-mail address:]*: .....

– I/we\* hereby inform you that I/we\* hereby withdraw from the contract for the supply or provision of the following product: .....

– Date of order/receipt: \* .....

– Name and surname of consumer(s)\* .....

– Address of consumer(s)\* .....

– Signature of consumer(s)\* (only if this form is submitted on paper) .....

– Date .....

\* Delete as appropriate.

**INSTRUCTIONS ON THE EXERCISE OF THE CONSUMER 'S RIGHT OF  
WITHDRAWAL FROM A DISTANCE OR OFF-PREMISES CONTRACT****1. Right of withdrawal**

You have the right to withdraw from this contract within ..... days without giving any reason. *(complete according to point 1 of the Instructions for Completion)*

The withdrawal period will expire in ..... days *(complete according to point 1 of the Instructions for completion)* from the date ..... *(complete according to point 2 of the Instructions for completion)*

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 point 3 of the Instructions for completion)*. You may use the attached model withdrawal form for this, but it is not obligatory.

*(Add the text specified in point 4 of the Instructions for completion if you allow consumers to withdraw from the contract via your website.)*

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.

**2. Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you in connection with the conclusion of the contract, including the costs of delivery. This does not include additional 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 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.

*(Add the text specified in point 5 of the Instructions for completion, if you do not offer to collect the goods when a consumer withdraws from a contract.)*

*(add information pursuant to point 6 of the Instructions for completion.)*

*(add information pursuant to point 7 of the Instructions for completion.)*

**Instructions for completion:**

1. Enter the number “14” or “30” according to the length of the period for withdrawal from distance and off-premises contracts pursuant to Section 20(1) of Act No 108/2024.
2. Insert one of the following texts between inverted commas:
  - a) in the case of a contract for the provision of a service or a contract for the supply of digital content which is not supplied on a tangible medium: “of the conclusion of the contract.”;
  - b) in the case of a contract for the supply of goods: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;
  - c) where a consumer orders multiple goods in one order for separate delivery: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.”;
  - d) where goods are ordered consisting of several parts: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last part.”;
  - e) 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.”.

- 
3. Enter your business name and registered office or place of business, telephone number and e-mail address.
  4. “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.”
  5. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earlier.”
  6. Inform the consumer how to return the goods after withdrawal
    - a) enter the method for returning the goods
      - “We will collect the goods.”; or,
      - “Please send the goods back to us or bring them to our address or hand them over to *[insert name and address if you have authorised a person to receive the goods]* not later than 14 days from the date on which you exercise your right of withdrawal.  
The deadline is met if you send back the goods before the period of 14 days has expired.”;
    - b) insert information about the settlement of return costs
      - “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, which is 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 estimated cost is 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
    - c) insert information about the 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.”.
  7. In the case of a contract for the provision of services, add: “If you requested to begin the performance of services during the withdrawal period, you shall pay us the price of what was actually provided to you until the date when communicated to us your withdrawal from the contract.”.

**Annex 4 to  
Act No 108/2024****List of transposed legally binding acts of the European Union**

1. Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts OJ L 95, 21 April 1993; Special edition OJ Chapter 15/vol. 2), as amended by Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 (OJ L 304, 22 November 2011), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 (OJ L 328, 18 December 2019).
  2. Directive 98/6/EC of the European Parliament and of the Council of 16 February 1998 on consumer protection in the indication of the prices of products offered to consumers OJ L 80, 18 March 1998; Special edition OJ Chapter 15/vol. 4), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 (OJ L 328, 18 December 2019).
  3. Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) 2006/2004 of the European Parliament and of the Council ("Unfair Commercial Practices Directive") (OJ L 149, 11 June 2005), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 (OJ L 328, 18 December 2019).
  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 L 304, 22 November 2011), as amended by Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 (OJ L 326, 11 December 2015), as amended by Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 (OJ L 328, 18 December 2019).
  5. 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) 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ EU L 165, 18 June 2013).
  6. Directive 2014/94/EU of the European Parliament and of the Council of 22 October 2014 on the deployment of alternative fuels infrastructure (OJ L 307, 28 October 2014), as amended by Commission Delegated Regulation (EU) of 13 August 2019 (OJ L 268, 22 October 2019).
  7. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) 2006/2004 of the European Parliament and of the Council and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11 December 2015).
  8. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22 May 2019).
  9. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC and repealing Directive 1999/44/EC (OJ L 136, 22 May 2019).
  10. Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards better enforcement and modernisation of Union consumer protection rules OJ L 328, 18 December 2019).
1. Section 52(4) of the Civil Code.
  2. Section 52(3) of the Civil Code.
  3. Section 52(1) of the Civil Code.
  4. For example, Regulation (EC) 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) 295/91 (OJ L 46, 17 February 2004); Regulation (EC) 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26 July 2006), as amended; Regulation (EC) 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31 October

2008), as amended; Regulation (EU) 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) 2006/2004 (OJ L 334, 17 December 2010); Regulation (EU) 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) 2006/2004 (OJ L 55, 28 February 2011); Regulation (EU) 1007/2011 of the European Parliament and of the Council of 27 September 2011 on textile fibre names and related labelling and marking of the fibre composition of textile products, and repealing Council Directive 73/44/EEC and Directives 96/73/EC and 2008/121/EC of the European Parliament and of the Council (OJ L 272, 18 October 2011), as amended; Regulation (EU) 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) 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165, 18 June 2013); Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on the cross-border portability of online content services in the internal market (OJ L 168, 30 June 2017), as amended; Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customers' nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC (OJ L 60I, 2 March 2018).

5. Section 119a(3) of the Civil Code.
6. For example, Act of the Slovak National Council No 78/1992 on Tax advisors and on the Slovak chamber of tax advisors, as amended; Act of the Slovak National Council No 323/1992 on notaries and notary activities (Notary Code), as amended; Act No 586/2003 on advocacy and amending Act No 455/1991 on trade licensing (Trades Licensing Act), as amended; Act No 344/2004 on patent representatives (and amending Act No 444/2002 on designs and Act No 55/1997 on trademarks, as amended by Act No 577/2001 and Act No 14/2004); Act No 382/2004 on experts, interpreters and translators (and amending certain laws), as amended.
7. Section 119a(2) of the Civil Code.
8. For example, Section 3(1) of Act of the National Council of the Slovak Republic No 18/1996 on prices.
9. For example, Section 8 of Act No 289/2008 on electronic cash register use (and amending Act of the Slovak National Council No 511/1992 on the administration of taxes and fees and on changes to the system of local financial authorities, as amended), as amended; Section 71 of Act No 222/2004 on value added tax, as amended.
10. Section 17 of Act No 455/1991 on Trade Licensing (Trades Licensing Act), as amended.
11. Convention on the Rights of People with Disabilities (Communication of the Ministry of Foreign Affairs of the Slovak Republic No 317/2010).
12. Act No 365/2004, on equal treatment in certain areas and on protection against discrimination (and amending certain laws) (Anti-Discrimination Act), as amended.
13. Section 53(1) and (4) of the Civil Code.
14. Section 2(19) of Act No 492/2009 on payment services (and amending certain laws), as amended by Act No 281/2017.
15. Section 1(3) of Act No 18/1996, as amended.
16. Act No 184/1999 on the use of national minority languages, as amended,
17. Article 3(8) of Regulation (EU) 2019/1020 of the European Parliament and of the Council of 20 June 2019 on market surveillance and compliance of products, and amending Directive 2004/42/EC and Regulations (EC) 765/2008 and (EU) 305/2011 (OJ L 169, 25 June 2019), as amended.
18. Article 3(12) of Regulation (EU) 2019/1020, as amended.
19. Article 3(9) of Regulation (EU) 2019/1020, as amended.
20. Article 3(10) of Regulation (EU) 2019/1020, as amended.
21. Article 3(13) of Regulation (EU) 2019/1020, as amended.
22. Section 2(3) of Act No 492/2009, as amended.
23. Section 626 of the Civil Code.
24. Section 616(c) of the Civil Code.
25. Section 119a(1) of the Civil Code.
26. Section 616(d) of the Civil Code.

27. Section 11 Act No 391/2015 on personal data protection (and amending certain laws), as amended by Act No 108/2024.
28. Section 3(1) of Act No 391/2015.
29. Section 2(1) of Act No 448/2008 on social services (and amending Act No 455/1991 on trade licensing (the Trade Licensing Act), as amended) as amended.
30. Section 1(2) and (3) of Act No 305/2005 on the social and legal protection of children and on social curatorship (and amending certain laws), as amended.
31. Section 2(b) of Act No 266/2005 on consumer protection in distance marketing of financial services (and amending certain laws) as amended by Act No 373/2014.
32. Section 4(4) of Act No 161/2011 on consumer protection in respect of the provision of certain tourism services (and amending certain laws), as amended.
33. Section 2(1)(e) of Act No 178/1998 on the terms and conditions for the sale of products and provision of services on marketplaces (and amending Act No 455/1991 on trade licensing (the Trade Licensing Act), as amended), as amended.
34. Section 3(a) of Act No 452/2021 on electronic communications.
35. Act No 30/2019 on gambling (and amending certain laws), as amended.
36. Section 3 of Act No 170/2018 on travel packages, linked travel arrangements and certain conditions for engaging in the tourism business (and amending certain laws), as amended.
37. Section 2(1) of act No 576/2004 on healthcare and healthcare-related services (and amending certain laws), as amended.
38. Section 13 of Act No 576/2004, as amended.
39. Section 15 of Act of the National Council of the Slovak Republic No 18/1996.
40. Section 612(3)(d) of the Civil Code.
41. Section 14 of Act No 157/2018 on metrology (and amending certain laws).
42. For example, Regulation (EU) 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers, amending Regulations (EC) 1924/2006 and (EC) 1925/2006 of the European Parliament and of the Council, and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) 608/2004 (OJ L 304, 22 November 2011), as amended.
43. For example, Article 24(1) of Regulation (EU) 1169/2011, as amended.
44. Section 8b (1) (b) of Act No 71/2013 on the provision of subsidies within the competence of the Ministry of Economy of the Slovak Republic, as amended by Act No 302/2018.
45. Section 8b(1)(a) of Act No 71/2013, as amended by the Act No 302/2018.
46. Section 2(c) of Decree No 251/2023 of the Ministry of Environment of the Slovak Republic on fuel quality.
47. Section 2(e) of Decree No 251/2023
48. Commission Implementing Regulation (EU) 2018/732 of 17 May 2018 on a common methodology for alternative fuels unit price comparison in accordance with Directive 2014/94/EU of the European Parliament and of the Council (OJ L 123, 18 May 2018), as amended.
49. Article 3(15) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) 2006/2004 (OJ L 345, 27 December 2017), as amended.
50. Article 2(6) of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (OJ L 186, 11 July 2019).
51. For example, Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (OJ L 168, 30 June 2017), as amended; Section 792a of the Civil Code; Act No 147/2001 on advertising and amending certain laws, as amended; Act No 566/2001 on securities and investment services (and amending certain laws) (Securities Act), as amended; Act No 22/2004 on electronic commerce (and amending Act No 128/2002 on state surveillance of the internal market with respect to matters related to consumer protection (and amending certain laws) as amended by Act No 284/2002), as amended; Act No 266/2005, as amended; Act No 186/2009 on financial intermediation and financial advice (and amending certain laws), as amended; Act No 129/2010 on

consumer credits and other credits and loans for consumers (and amending certain laws), as amended; Act No 161/2011, as amended; Act No 203/2011 Act on collective investment, as amended; Act No 170/2018, as amended.

52. Section 116 of the Civil Code.
53. Sections 1 and 2 of Act of the National Council of the Slovak Republic No 241/1993 on official holidays, non-working days and days of commemoration, as amended.
54. Act of the National Council of the Slovak Republic No 233/1995 on court executors and execution activities (the Execution Code) (and amending certain laws), as amended.
55. Act No 586/2003, as amended.
56. Act of the Slovak National Council No 323/1992, as amended.
57. Section 612 of the Civil Code.
58. Section 648 of the Civil Code.
59. Section 852a of the Civil Code.
60. Section 26(3) and (5) of Act No 251/2012 on the energy sector (and amending certain acts), as amended by Act No 256/2022.
61. Section 47(3) and (5) of Act No 251/2012.
62. Section 52a(2) of the Civil Code.
63. Article 4(4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 4 May 2016), as amended.
64. Section 17(1)(e)(1) of Act No 251/2012.
65. Annex 1 to Act No 251/2012
66. Section 17(1)(e)(2) of Act No 251/2012.
67. Section 17(15) of Act No 251/2012.
68. Section 34 (3) (a), (b) and (d) of Act No 324/2011 on postal services (and amending certain laws) as amended.
69. Section 15 of Act No 129/2010, as amended by Act No 352/2012.
70. Section 7(2)(a) of Act No 575/2001 on the organisation of government activities and the organisation of central government, as amended.
71. Article 3(7) of Regulation (EU) 2017/2394, as amended.
72. Article 8 of Regulation (EU) 2018/302.
73. For example, Section 24 of Act No 391/2015.
74. Section 1 Act of the National Council of the Slovak Republic No 566/1992 on Národná banka Slovenska, as amended.
75. Section 3 of Act No 128/2002, as amended.
76. Sections 6 and 8 of Act No 39/2007 on veterinary care, as amended.
77. Section 129 of Act No 362/2011 on medicinal products and medical devices (and amending certain acts), as amended.
78. Section 4 of Act No 250/2012 on regulation of network industries.
79. Sections 5 and 6 of Act No 355/2007 on the protection, promotion and development of public health (and amending certain laws), as amended.
80. Act No 747/2004 on financial market supervision (and amending certain laws), as amended.
81. Article 14 of Regulation (EU) 524/2013.
82. Section 1(c) of Act No 250/2012.
83. Section 23(1) of Act of the National Council of the Slovak Republic No 152/1995 on foodstuffs, as amended.
84. Section 23(2) of Act No 152/1995, as amended.
85. Articles 4 to 11, 14 and 15 of Regulation (EC) 261/2004. Articles 3 to 13 of Regulation (EU) 1107/2006, as amended. Article 23 of Regulation (EU) 1008/2008, as amended. Articles 3 to 9 of Regulation (EU) 2017/1128, as amended. Articles 3 to 5 of Regulation (EU) 2018/302.

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86. Article 24 of Regulation (EU) 1177/2010. Articles 26 and 27 of Regulation (EU) 181/2011.
  87. Articles 4 to 17 and Articles 19 and 20 of Regulation (EU) 1007/2011, as amended.
  88. Articles 11, 12, 17 and 26 of Regulation (EU) 2017/2394, as amended.
  89. For example, Section 11(1) and (2) of Act No 147/2001, as amended; Act No 128/2002, as amended.
  90. For example, Section 10 of Act No 128/2002, as amended.
  91. Section 91(1) of Act No 483/2001, as amended.
  92. Section 110(2)(b) to (d) of Act No 452/2021.
  93. Section 91(4)(af) and (5) of Act No 483/2001, as amended.  
Section 109(10) of Act No 452/2021.
  94. Article 33 of Regulation (EU) 2017/2394, as amended.
  95. Article 3(6) of Regulation (EU) 2017/2394, as amended.
  96. Section 137(1) of the Labour Code
  97. Regulation (EU) 2017/2394, as amended.
  98. Articles 12 and 21 of Regulation (EU) 2017/2394, as amended.
  99. Section 2(b) of Act No 22/2004.
  100. Section 58(2)(a) of Act No 455/1991, as amended.
  101. Article 3(1) of Regulation (EU) 2017/2394, as amended.
  102. Article 3(10) of Regulation (EU) 2017/2394, as amended.
  103. Article 9(4) of Regulation (EU) 2017/2394, as amended.
  104. Article 12 of Regulation (EU) 2017/2394, as amended.
  105. Article 37 of Regulation (EU) 2017/2394, as amended.
  106. Article 35 of Regulation (EU) 2017/2394, as amended.
  107. Article 39 of Regulation (EU) 2017/2394, as amended.
  108. Article 27(1) of Regulation (EU) 2017/2394, as amended.
  109. Article 3(2) to (4) of Regulation (EU) 2017/2394, as amended.
  110. Act No 346/2018, as amended.
  111. Section 58(1)(g) of Act No 455/1991, as amended.
  112. Article 21 of Regulation (EU) 2017/2394, as amended.
  113. Article 3(3) of Regulation (EU) 2017/2394, as amended.
  114. Article 3(4) of Regulation (EU) 2017/2394, as amended.
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