

## **Law of the Russian Federation "On the Protection of Consumer Rights" (in ed. Federal Laws of 01/09/1996 N 2- Federal Law, dated December 17, 1999 N 212-FZ, dated December 30, 2001 N 196-FZ, dated August 22, 2004 N 122-FZ, dated November 2, 2004 N 127-Φ3, dated December 21, 2004 N 171-Φ3, dated 07.27.2006 N 140-FZ, dated 10.16.2006 N 160-FZ, from 11/25/2006 N 193-FZ)**

Real Law regulates relationship, emerging between consumers And manufacturers, performers, sellers at sale goods (performing works, providing services), sets rights consumers on acquisition goods (works, services) proper quality and safe for life, health, property of consumers and the environment, obtaining information about goods (works, services) and their manufacturers (executors, sellers), education, state and public protection of their interests, as well as defines mechanism implementation these rights.  
(V ed. Federal law from 12/21/2004 N 171-FZ)

Basic concepts, used V present Law:

consumer - citizen, having intention order or purchase or ordering purchasing or using goods (work, services) exclusively for personal, family, household and other needs not related to the implementation of entrepreneurial activities;  
(V ed. Federal law from 12/17/1999 N 212-FZ)

manufacturer - an organization, regardless of its legal form, as well as individual entrepreneur producing goods for sale to consumers; (V ed. Federal Law from 12/17/1999 N 212-FZ)

performer - an organization, regardless of its organizational and legal form, as well as individual entrepreneur, performing work or providing services consumers By compensated agreement;  
(V ed. Federal law from 12/17/1999 N 212-FZ)

seller is an organization, regardless of its organizational and legal form, as well as individual entrepreneur selling goods to consumers under a purchase agreements sales;  
(V ed. Federal law from 12/17/1999 N 212-FZ)

paragraph lost strength. - Federal law from 12/21/2004 N 171-FZ;

lack of goods (work, service) - non-compliance of the goods (work, service) or mandatory requirements provided for by law or in the manner prescribed by it, or conditions contract, or the purposes for which a product (work, service) of this kind is usually used, or goals, O which salesman (executor) was delivered V fame consumer at

conclusion agreements, or sample And (or) description at sale goods By sample And (or) By description;  
(V ed. Federal law from 12/17/1999 N 212-FZ)

a significant defect of a product (work, service) - an irremovable defect or shortcoming, which Not Maybe be eliminated without disproportionate expenses or costs time, or is revealed repeatedly, or manifests itself again after his elimination, or other similar flaws;  
(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

safety of goods (work, services) - safety of goods (work, services) for life, health, consumer property and the environment under normal conditions use, storage, transportation and disposal, as well as process safety execution work (providing services);  
organization authorized by the manufacturer (seller) or authorized by the manufacturer (seller) individual entrepreneur (hereinafter referred to as the authorized organization or authorized individual entrepreneur) - an organization that carries out certain activity or organization created on the territory of the Russian Federation manufacturer (seller), including a foreign manufacturer (foreign seller), performing certain functions on the basis of an agreement with the manufacturer (seller) and authorized by him to accept and satisfy consumer requirements regarding the product of inadequate quality, or an individual entrepreneur registered on territory of the Russian Federation, performing certain functions on the basis of an agreement with the manufacturer (seller), including with a foreign manufacturer (foreign seller), and authorized by him to accept and satisfy consumer requirements in respect goods inadequate quality;  
(paragraph introduced Federal by law from 12/21/2004 N 171-FZ)  
importer - organization, regardless of legal form or individual entrepreneurs importing goods for their subsequent sale on territories Russian Federation.  
(paragraph introduced by Federal Law of December 21, 2004 N

#### 171-FZ) Chapter I. GENERAL PROVISIONS

##### Article 1. Legal regulation relations V region protection rights consumers

1. Relations in the field of consumer protection are regulated by the Civil Code of the Russian Federation, this Law, other federal laws (hereinafter referred to as the laws) and adopted in accordance with them by other regulatory legal acts of the Russian Federation.

(P. 1 V ed. Federal law from 12/21/2004 N 171-FZ)

2. The Government of the Russian Federation has no right to instruct federal bodies executive power to adopt acts containing rules on the protection of consumer rights. The Government of the Russian Federation has the right to publish for consumers and sellers (manufacturer, performer, authorized organization or authorized individual entrepreneur, importer) rules mandatory when concluding and execution of public contracts (retail purchase and sale agreements, energy supply, contracts about the implementation works And about providing services).

(paragraph introduced Federal by law from 12/21/2004 N 171-FZ)

The Government of the Russian Federation has the right to establish rules for organizing activities By sale goods (execution works, providing services) to consumers.

(paragraph introduced by Federal Law of November 25, 2006 N

##### 193-FZ) Article 2. International contracts Russian Federation

If an international treaty of the Russian Federation establishes other rules on the protection consumer rights than those provided for by this Law, the rules apply international agreement.

##### Article 3. Right consumers on education V region protection rights consumers

The right of consumers to education in the field of consumer protection is ensured through the inclusion of relevant requirements in state educational standards and general educational and professional programs, as well as through organizing a system of information for consumers about their rights and the necessary actions to protection these right

##### Article 4. Quality goods (works, services)

1. Salesman (executor) must hand over to the consumer product (execute work, provide service), whose quality corresponds agreement.
2. If there are no conditions in the contract regarding the quality of the goods (work, service), the seller (the contractor) is obliged to transfer the goods to the consumer (perform work, provide a service), suitable For goals, For which product (Job, service) such sort of usually used.
3. If the seller (performer) at the conclusion of the contract was supplied by the consumer in knowledge of the specific purposes of purchasing goods (performing work, providing services), salesman (executor) must hand over to the consumer product (execute work, provide service), suitable For use V compliance With these goals.
4. At sale goods By sample And (or) description salesman must hand over to the consumer product, which corresponds sample and/or description.
5. If laws or the procedure established by them provide for mandatory requirements for product (work, service), salesman (executor) must hand over to the consumer product (executework, provide service), corresponding this requirements.  
(P. 5 V ed. Federal law from 12/21/2004 N 171-FZ)

Article 5. Rights and obligations of the manufacturer (performer, seller) in the field of establishing deadline services, deadline validity goods (works), A Also warranty deadline on product (work)

1. For goods (work) intended for long-term use, the manufacturer (performer) has the right to establish a service life - the period during which the manufacturer (executor) undertakes provide to the consumer opportunity use goods (works)By purpose And carry responsibility behind significant flaws on basis point 6 articles 19 And point 6 articles 29 present Law.  
(V ed. Federal law from 12/21/2004 N 171-FZ)
2. The manufacturer (performer) is obliged to establish a long service life of the product (work)use, including components (parts, assemblies, assemblies), which after a certain period may pose a danger to life and health consumer, cause harm his property or surrounding environment.  
(V ed. Federal law from 12/21/2004 N 171-FZ)
3. The service life of a product (work) can be calculated in units of time, as well as other units of measurement (kilometers, meters and other units of measurement based on functional appointments goods (result work)).  
(V ed. Federal law from 12/17/1999 N 212-FZ)

ABOUT ok establishing deadlines validity on goods, listed V point fourth articles 5of this document, in connection with the requirements of Federal Law dated December 27, 2002 N 184-FZ "On technical regulation" cm. letter Rospotrebnadzor from 03/07/2006 N 0100/2473-06-32.

4. For food, perfumes and cosmetics, medicines, household goods chemicals and other similar goods (work), the manufacturer (performer) is obliged to set a deadlinevalidity - period, By expiration whom product (Job) counts unsuitable For use By purpose.  
(V ed. Federal law from 12/21/2004 N 171-FZ)
  5. Sale goods (performance work) By expiration established deadline suitability, A Alsogoods (work performance), for which an expiration date should be established, but it is not installed, prohibited.  
(V ed. Federal law from 12/17/1999 N 212-FZ)
  6. The manufacturer (executor) has the right to establish a warranty period for the product (work) - the period during which, if a defect is detected in the product (work), the manufacturer (executor), salesman, authorized organization or authorized individualthe entrepreneur, importer are obliged to satisfy the consumer requirements established articles 18 And 29 of this Law.  
(V ed. Federal law from 12/21/2004 N 171-FZ)
- The manufacturer has the right to accept an obligation in relation to product defects discovered by expiration established them warranty deadline (additional obligation).  
(paragraph introduced Federal by law from 12/21/2004 N 171-FZ)
- Content additional obligations manufacturer, term actions such obligations Andthe procedure for the consumer to exercise rights under such an obligation is determined manufacturer.

(paragraph introduced Federal by law from 12/21/2004 N 171-FZ)

7. Salesman has the right install on product warranty term, If He Not installed manufacturer.

The seller has the right to accept an obligation in relation to defects in the goods discovered by expiration warranty deadline, established manufacturer (additional obligation). The contents of the seller's additional obligation, the duration of such obligation and the procedure for the consumer to exercise rights under such an obligation is determined by the contract between consumer And seller. (P. 7 V ed. Federal law from 12/21/2004 N 171-FZ)

8. Manufacturer (salesman) carries responsibility behind flaws goods, discovered V flowthe validity period of the additional obligation, in accordance with paragraph two of paragraph 6 of article18 of this Law, and after the expiration of the additional obligation - in compliance With point 5 articles 19 of this Law.

(P. 8 introduced Federal by law from 12/21/2004 N 171-FZ)

Article 6. Duty manufacturer provide opportunity repairs And technicalservice goods

Manufacturer must provide opportunity use goods V flow his deadline services. For this purpose, the manufacturer provides repair and maintenance of the product, as well as production and supply to trade and repair organizations in the quantities necessary for repair and maintenance volume and range of spare parts during the period production of the product and after its removal from production during the service life of the product, and when absence such deadline V flow ten years with day transfers goods to the consumer.

Article 7. Right consumer on safety goods (works, services)

1. The consumer has the right to have the product (work, service) under normal conditions use, storage, transportation And recycling was safe For life, healthconsumer, surrounding environment, A Also Not caused harm property consumer.

Requirements, which must provide safety goods (works, services) For life Andconsumer health, the environment, and preventing harm property consumer, are mandatory And are installed by law or V established them ok.

(V ed. Federal law from 12/17/1999 N 212-FZ)

2. The manufacturer (performer) is obliged to ensure the safety of the product (work) during established deadline services or deadline validity goods (works).

If, in accordance with paragraph 1 of Article 5 of this Law, the manufacturer (performer) does not has established a service life for the product (work), he is obliged to ensure the safety of the product (work) inflow ten years from the day transfers goods (works) to the consumer.

Damage caused to the life, health or property of the consumer due to lack of security goods (works), subject to compensation V compliance with article 14 presentLaw.

3. If For security use goods (works, services), his storage, transportationand disposal, special rules (hereinafter referred to as the rules) must be observed, the manufacturer (performer) is obliged to indicate these rules in the accompanying documentation for the goods (work, service), on a label, marking or in any other way, and the seller (performer) is obliged to conveythese rules to the attention of consumer.

By question, concerning applications paragraph 2 point 4, cm. letter from Gosstandart RF from 09/22/2000 N IK-110-19/3022.

4. If goods (work, services) are established by law or in the manner established by it mandatory requirements ensuring their safety for the life and health of the consumer, surrounding environment And prevention causing harm property consumer, correspondencegoods (works, services) specified requirements are subject to mandatory confirmation in ok provided for by law And other legal acts.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Not allowed sale goods (performance work, rendering services), V volume number importedgoods (work, services), without information about mandatory confirmation of its conformity requirements, specified in point 1 this articles.

(P. 4 V ed. Federal law from 12/17/1999 N 212-FZ)

5. If it is established that if the consumer complies with the established rules of use, storage or transportation of goods (work) causes or may cause harm to life, consumer health and property, environment, manufacturer (performer, seller) is obliged to immediately suspend its production (sale) until the causes are eliminated harm, and, if necessary, take measures to remove it from circulation and recall it from consumer (consumers).

If the causes of harm cannot be eliminated, the manufacturer (performer) is obliged to remove such product (job, service) With production. At failure to comply manufacturer (performer) this responsibilities of the authorized federal executive body for control (supervision) V region protection rights consumers accepts measures By review such goods (works, services) With internal market And (or) from consumer or consumers V ok established legislation Russian Federation.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Losses, caused to the consumer V communications With review goods (works, services), subject to compensation manufacturer (performer) V complete volume.

6. Lost strength. - Federal law from 12/21/2004 N 171-FZ.

Article 8. Right consumer on information about manufacturer (performer, seller) And O goods (works, services)

1. The consumer has the right to demand the provision of necessary and reliable information about manufacturer (performer, seller), its mode of operation and the goods (works, services).

2. The information specified in paragraph 1 of this article is communicated in a clear and accessible form to the attention of consumers when concluding sales and purchase agreements and performance agreements works (provision of services) in ways accepted in certain areas of consumer service, in Russian, and additionally, at the discretion of the manufacturer (performer, seller), in state languages of the constituent entities of the Russian Federation and native languages of the peoples of the Russian Federation Federation.

Article 9. Information about manufacturer (performer, seller)

1. Manufacturer (executor, salesman) must bring before intelligence consumer branded name (name) of your organization, its location (address) and its regime work. Salesman (executor) places specified information on signboard

(V ed. Federal law from 12/21/2004 N 171-FZ)

The manufacturer (performer, seller) - individual entrepreneur - must provide the consumer with information about state registration and name registered his organ.

2. If the type of activity carried out by the manufacturer (performer, seller) is subject to licensing and (or) the performer has state accreditation, to the attention of consumer must be communicated information O form activities manufacturer (performer, seller), license number and (or) state accreditation certificate number, the validity period of the specified license and (or) certificate, as well as information about the authority, who issued specified license And (or) certificate.

(P. 2 V ed. Federal law from 10/16/2006 N 160-FZ)

3. Information, provided points 1 And 2 this articles, must be communicated before intelligence consumers Also at implementation trade, household And other species servicing consumers in temporary premises, at fairs, from trays and in other cases, If trade, household And others kinds service consumers are being implemented outside permanent places finding seller (performer).

Article 10. Information O goods (works, services) Consultant Plus:

note.

Resolution Governments RF from 08/15/1997 N 1037 installed measures By ensuring presence on non-food products imported into the territory of the Russian Federation information on Russian language.

1. The manufacturer (executor, seller) is obliged to provide the consumer in a timely manner necessary and reliable information about goods (works, services), providing possibility of their correct choice. For certain types of goods (works, services) a list and ways bringing information before consumer are installed Government Russian Federation.

2. Information O goods (works, services) V mandatory ok must contain:

the name of the technical regulation or other established by the legislation of the Russian Federation Federation on technical regulation and evidence of mandatory confirmation compliance goods designation;

(V ed. Federal law from 12/21/2004 N 171-FZ)

information about the basic consumer properties of goods (works, services) in relation to products food composition information (including the name of those used in the manufacturing process food products, food additives, dietary supplements, information on availability in products nutrition components, received With application genetic engineering

modified organisms), food values, purpose, about conditions of use And

storage products nutrition, O ways manufacturing ready-made dishes, weight (volume), date And place manufacturing And packaging (packaging) products nutrition, A Also intelligence O

contraindications for their use in certain diseases. List of goods (works, services), information about which must contain contraindications for their use when individual diseases, approved Government Russian Federations;

(V ed. Federal law from 12/21/2004 N 171-FZ)

price V rubles And conditions acquisitions goods (works, services);

(V ed. Federal Law from 12/21/2004 N 171-FZ)

warranty term, If He installed;

(V ed. Federal law from 12/17/1999 N 212-FZ)

rules And conditions effective And safe use goods (works, services);

term services or term validity goods (works), installed V compliance With herebyby law, A Also

intelligence O necessary actions consumer By expiration specified

deadlines and possible consequences for failure to perform such actions, if the goods (work) after the specified periods pose a danger to life, health and property consumer or become unsuitable For use By purpose;

Paragraph eighth point 2 articles 10 V parts bringing before consumer information about importer enters V force By expiration ninety days after day official publications  
Federal law from 12/21/2004 N 171-FZ.

address (location), brand name (name) of the manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, entrepreneur importer);

(V ed. Federal law from 12/21/2004 N 171-FZ)

information about mandatory confirmation compliance goods (works, services), specified V point 4 Article 7 this Law;

(V ed. Federal law from 12/17/1999 N 212-FZ)

information O rules sales goods (execution works, providing services);

indication on specific face, which will fulfill work (render service), And information about it, if relevant, based on the nature of the work (service); (paragraph introduced Federal by law from 12/17/1999 N 212-FZ)

indication of the use of phonograms when providing entertainment services by performers musical works.

(paragraph introduced Federal by law from 12/17/1999 N 212-FZ)

If acquired consumer product was V use or V him was eliminated flaw (flaws), to the consumer must be provided information about this.

3. The information provided for in paragraph 2 of this article is brought to the attention of consumers V technical documentation, attached To goods (works, services), on labels, markings or other methods adopted for certain types of goods (works, services). Information about mandatory confirmation compliance goods seems V ok And ways which installed legislation Russian Federation O

technical regulation, And includes V myself intelligence O number document, confirmingsuch correspondence, O term his actions And about organizations, who gave him away. (as amended by Federal Laws dated December 17, 1999 N 212-FZ, dated December 21, 2004 N 171-FZ)Paragraph lost strength. - Federal law from 12/21/2004 N 171-FZ.

Article eleven. Mode work seller (performer)

1. Operating hours of state and municipal trade, household and other organizations service consumers is installed By decision respectively organs executive authorities subjects Russian Federation And organs local self-government.
2. Working hours of organizations operating in the areas of trade, consumer and other species service consumers And Not specified V point 1 this articles, A Also individual entrepreneurs is installed them on one's own.
3. Mode work seller (performer) communicated before intelligence consumers And must correspond established.

Article 12. Responsibility of the manufacturer (performer, seller) for improper information about the product (work, service)  
(V ed. Federal law from 12/21/2004 N 171-FZ)

1. If the consumer is not given the opportunity to immediately receive upon conclusion contract information about the product (work, service), he has the right to demand from the seller (performer) compensation for losses caused by unjustified evasion of conclusion agreement, and if the agreement is concluded, within a reasonable time, refuse to perform it and demand return paid behind product amount And compensation others losses.

(V ed. Federal law from 12/21/2004 N 171-FZ)

At refusal from execution agreement consumer must return product (result work, services, If This perhaps by their character) to the seller (to the performer).

(V ed. Federal law from 12/21/2004 N 171-FZ)

(P. 1 V ed. Federal law from 12/17/1999 N 212-FZ)

2. The seller (executor) who did not provide the buyer with complete and reliable information about product (work, service), bears the liability provided for in paragraphs 1 - 4 of Article 18 or point 1 articles 29 present Law, behind flaws goods (works, services), arisen after his transfers to the consumer due to absence at him such information.

(P. 2 introduced Federal by law from 12/17/1999 N 212-FZ)

3. At causing harm life, health And property consumer due to failure to provide to him full And reliable information O product (work, service) consumer has the right demand compensation such harm V ok provided for article 14

present Law, V volume number full compensation losses, caused natural objects, located V property (possession) consumer.

(P. 3 introduced Federal by law from 12/17/1999 N 212-FZ)

4. When considering consumer claims for compensation for losses caused unreliable or insufficiently complete information about the product (work, service), it is necessary proceed from assumptions about absence at consumer special knowledge O properties And characteristics goods (works, services).

(V ed. Federal law from 12/17/1999 N 212-FZ)

Article 13. Responsibility manufacturer (performer, seller, authorized organization or an authorized individual entrepreneur, importer) for violation of rights consumers  
(V ed. Federal law from 12/21/2004 N 171-FZ)

1. Behind violation rights consumers manufacturer (executor, salesman, authorized organization or authorized individual entrepreneur, importer) bears responsibility, provided for by law or agreement.

(V ed. Federal law from 12/21/2004 N 171-FZ)

2. If other Not installed by law losses, caused to the consumer, subject to compensation V full amount above penalties (penalties), established by law or agreement.

(P. 2 V ed. Federal law from 12/17/1999 N 212-FZ)

3. Payment of a penalty (penalty) and compensation for losses do not release the manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, entrepreneur importer) from execution assigned on him obligations V in kind before consumer.

(V ed. Federal law from 12/21/2004 N 171-FZ)

4. Manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) is exempt from liability for non-performance obligations or behind improper execution obligations, if will prove what failure to fulfill obligations or their improper fulfillment occurred due to irresistible strength, A Also By others reasons provided for by law.

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

5. Requirements consumer about payment penalties (penalties), provided for by law or agreement, subject to satisfaction manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) in voluntary ok.

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

6. At satisfaction court requirements consumer, established by law court exacts with manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) for non-compliance voluntarily satisfy the consumer's requirements a fine of fifty percent of the amount, awarded court V benefit consumer.

(V ed. Federal law from 12/21/2004 N 171-FZ)

If public associations make a statement in defense of consumer rights consumers (their associations, unions) or organs local self-government, fifty percent amounts recovered fine are listed specified associations (their associations, unions) or organs.

#### Article 14. Property responsibility behind harm, caused due to shortcomings goods (works, services)

1. Harm, caused life, health or property consumer due to constructive, production, prescription or other defects of the product (work, service), is subject to compensation V complete volume.

2. The right to demand compensation for damage caused due to defects in goods (work, services), is recognized for any victim, regardless of whether he was in a contractual relationships with seller (performer) or No.

3. Damage caused to the life, health or property of a consumer is subject to compensation if harm caused V flow established deadline services or deadline validity goods (works). If the product (result of work) must be installed in accordance with paragraphs 2, 4 of the article 5 of this Law, service life or expiration date, but it is not established, or the consumer is not complete and reliable information about the service life or expiration date has been provided, or the consumer was not informed about the necessary actions upon expiration of the service life or expiration date and possible consequences if these actions are not followed, or the product (work result) after these deadlines pose a danger to life and health, harm subject to compensation regardless from time his causing.

(V ed. Federal law from 12/17/1999 N 212-FZ)

If V compliance with point 1 articles 5 present Law manufacturer (executor) Not

installed on product (work) term services, harm subject to compensation V case his causing V flow ten years with day transfers goods (works) to the consumer, A If day transfers

It is impossible to establish from the date of manufacture of the goods (completion of the work). Damage caused due to defects in the goods is subject to compensation by the seller or manufacturer goods optionally victim.

Damage caused due to defects in work or service is subject to compensation performer.

4. The manufacturer (performer) is responsible for damage caused to life, health or consumer property in connection with the use of materials, equipment, tools and other funds, necessary For production goods (execution works, providing services),

regardless of whether the level of scientific and technical knowledge allowed us to identify their special properties or No.



5. Manufacturer (executor, salesman) freed up from responsibility If will prove Whatthe harm was caused due to force majeure or violation by the consumer of the established rules use, storage or transportation goods (works, services).

#### Article 15. Compensation moral harm

Moral damage caused to the consumer due to violation by the manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) rights consumer, provided for laws And legal

acts of the Russian Federation regulating relations in the field of consumer rights protection, subject to compensation the causer harm at availability his guilt. Compensation amount moral harm determined court And Not depends from size compensation propertyharm.

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

Compensation moral harm carried out regardless from compensation propertyharm And incurred consumer losses.

#### Article 16. Invalid conditions agreements, infringing rights consumer

1. Conditions agreements, infringing rights consumer By comparison With rules, established laws or other legal acts Russian Federation V regionprotection rights consumers, admit invalid.

If, as a result of the execution of a contract that infringes on the rights of the consumer, he has losses, They subject to compensation manufacturer (performer, seller) V complete volume.

2. It is prohibited to make the purchase of certain goods (works, services) mandatory. acquisition of other goods (works, services). Losses caused to the consumer due to violations of his right to free choice of goods (work, services) are compensated by the seller (performer) V complete volume.

It is prohibited to condition the satisfaction of consumer demands made during warranty deadline, conditions, Not related With shortcomings goods (works, services). (paragraph introduced Federal by law from 12/21/2004 N 171-FZ)

3. The seller (performer) does not have the right to carry out additional work, services behind fee. Consumer has the right refuse from payment such works (services), A If They paid, consumer has the right demand from seller (performer) return paid amounts. (Clause 3 as amended by Federal Law dated December 17,

#### 1999 N 212-FZ) Article 17. Judicial protection rights

consumers

1. Protection rights consumers carried out court.

2. Claims for the protection of consumer rights may be brought, at the choice of the plaintiff, to the court at the place: location of the organization, and if the defendant is an individual entrepreneur, his residence;

residence or stay plaintiff;

conclusions or execution agreement.

If lawsuit To organizations flows out from activities her branch or representative offices, He Maybebe presented V court By place finding her branch or representative offices.

(P. 2 V ed. Federal law from 12/21/2004 N 171-FZ)

3. Consumers By claims, related With violation their right, A also authorized

federal executive body for control (supervision) in the field of protection of rights consumers (its territorial bodies), as well as other federal executive bodies authorities exercising control and supervision functions in the field of consumer protection and security goods (works, services) (their territorial organs), organs local

self-government, public associations consumers (their associations, unions) By claims, presented in the interests of the consumer, a group of consumers, an indefinite circle consumers, are released from payment state duties V compliance With

legislation Russian Federation O taxes And fees (P. 3 V ed. Federal law from 02.11.2004 N 127-FZ)

## Chapter II. PROTECTION RIGHTS CONSUMERS AT FOR SALE GOODS FOR CONSUMERS

### Article 18. Consequences sales goods improper quality

1. Consumer, to whom sold product improper quality, If it Not was agreed upon seller, has the right in my own way choice demand:

free elimination of product defects or reimbursement of costs for their correction consumer or third face;

proportionate decrease purchased prices;

replacements on product similar stamps (models, article);

replacement with the same product of another brand (model, article) with appropriate recalculation purchased prices.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Consumer instead of presentation these requirements has the right refuse from execution agreement purchase and sale and demand a refund of the amount paid for the goods. On demand seller And behind his check consumer must return product With shortcomings.

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

At this consumer has the right demand Also full compensation losses, caused to him due to sales goods improper quality. Losses are reimbursed in deadlines,

established hereby by law, For satisfaction relevant requirements consumer.

IN respect technically complex And expensive goods requirements consumer about their

replacement with goods of a similar brand (model, article), as well as replacement with the same goods another brand (model, article) with a corresponding recalculation of the purchase price are

subject to satisfaction V case detection significant shortcomings goods. Scroll technically complex goods approved Government Russian Federation.

(as amended by Federal Laws dated December 17, 1999 N 212-FZ, dated

December 21, 2004 N 171-FZ) Paragraph excluded. - Federal law from 12/17/1999 N 212-FZ.

2. The requirements specified in paragraph 1 of this article are presented by the consumer to the seller or an authorized organization or an authorized individual entrepreneur. (V ed. Federal Law from 12/21/2004 N 171-FZ)

3. Consumer has the right present requirements, specified V paragraphs second And fourth point 1 this articles, to the manufacturer, authorized organizations or authorized individual entrepreneur, to the importer.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Instead of presentation these requirements consumer has the right return to the manufacturer product improper quality And demand return paid behind him amounts.

4. If defects are discovered in a product whose properties do not allow them to be eliminated, the consumer, at his own choice, has the right to demand from the seller (authorized organization or an authorized individual entrepreneur) replacing the product with a similar product brand (model, article) or for the same product of another brand (model, article) with an appropriate recalculation of the purchase price, a proportionate reduction in the purchase price, or refuse to fulfill the purchase and sale agreement and demand a refund of the price paid for the goods amount of money, but from the manufacturer (an authorized organization or an authorized individual entrepreneur, importer) replacement of goods with goods of a similar brand (models, article number) or return paid behind him monetary amounts.

(P. 4 V ed. Federal law from 12/21/2004 N 171-FZ)

5. The consumer does not have a cash or sales receipt or other document, certifying fact And conditions purchases goods, Not is basis For refusal Vsatisfaction his demands.

Seller (manufacturer), authorized organization or authorized individual entrepreneur, importer are obliged to accept goods of inadequate quality from the consumer and If necessary, check the quality of the goods. The consumer has the right to participate in verification quality goods.

(V ed. Federal law from 12/21/2004 N 171-FZ)

If a dispute arises about the causes of defects in the goods, the seller (manufacturer), authorized organization or authorized individual entrepreneur, importer obliged conduct examination goods behind mine check. Consumer has the right challenge conclusion such expertise in judicial ok.

(V ed. Federal law from 12/21/2004 N 171-FZ)

If, as a result of the examination of the goods, it is established that its defects arose due to circumstances for which the seller (manufacturer) is not responsible, the consumer is obliged to compensate the seller (to the manufacturer), authorized organizations or authorized individual entrepreneur, importer costs for conducting the examination, as well as related to it carrying out expenses for storage and transportation goods.

(V ed. Federal law from 12/21/2004 N 171-FZ)

(P. 5 V ed. Federal law from 12/17/1999 N 212-FZ)

6. Seller (manufacturer), authorized organization or authorized individual entrepreneur, importer answers for flaws in goods, on which warranty period, if the consumer proves that they arose before the goods were transferred to the consumer or for reasons arisen before the moment.

(V ed. Federal law from 12/21/2004 N 171-FZ)

In relation to a product for which a warranty period has been established, the seller (manufacturer), authorized organization or authorized individual entrepreneur, importer is responsible for defects in the goods unless he proves that they arose after the transfer of the goods to the consumer due to violation by the consumer of the rules of use, storage or transportation goods, actions of third persons or irresistible strength.

(V ed. Federal law from 12/21/2004 N 171-FZ)

(P. 6 introduced Federal law from 12/17/1999 N 212-FZ)

7. Delivery of large goods and goods weighing more than five kilograms for repair, discounts, replacements and (or) return to the consumer are carried out at the expense of the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer). In case of failure to fulfill this obligation, as well as absence of the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer) at the location of the consumer, delivery and (or) the return of these goods may be carried out by the consumer. At the same time, the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer) must reimburse to the consumer expenses, related to delivery and (or) return of specified goods.

(P. 7 V ed. Federal law from 12/21/2004 N 171-FZ)

#### Article 19. Deadlines presentation consumer requirements V regarding shortcomings goods

1. The consumer has the right to present the requirements provided for in Article 18 of this Law to the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer) regarding product defects if they are discovered within warranty deadline or deadline suitability.

(V ed. Federal law from 12/21/2004 N 171-FZ)

In relation to goods for which warranty periods or expiration dates are not established, the consumer has the right to make these demands if defects in the goods are found in reasonable term, but V within two years with day transfers them to the consumer, if more long-term deadlines not established by law or agreement.

(P. 1 V ed. Federal law from 12/17/1999 N 212-FZ)

2. The warranty period of the product, as well as its service life, is calculated from the date of delivery of the product to the consumer, unless otherwise provided by the contract. If the transfer day is set impossible, these deadlines are calculated with day manufacturing goods.

(V ed. Federal law from 12/17/1999 N 212-FZ)

For seasonal goods (shoes, clothing and others), these periods are calculated from the date of the corresponding season, the onset of which is determined accordingly by the subjects of the Russian Federation based on climatic conditions of the places of residence of consumers.

When selling goods by samples, by mail, as well as in cases where the moment of conclusion of the purchase and sale agreement and the moment of transfer of the goods to the consumer do not coincide, these terms are calculated from the day of delivery of the goods to the consumer. If the consumer is unable to use the product due to circumstances depending on the seller (in particular, the product needs V special installation, connection or assembly, V him available flaws),

the warranty period does not expire until the seller eliminates such circumstances. If the delivery day of installations, connections, assemblies of goods, elimination dependent from seller circumstances,

due to which consumer Not Maybe use product By purpose, define impossible, these deadlines are calculated with day conclusions agreement purchase and sale.

(V ed. Federal law from 12/17/1999 N 212-FZ)

Paragraph excluded. - Federal law from 12/17/1999 N 212-FZ.

The shelf life of the product is determined by the period calculated from the date of manufacture of the product, in during which it is fit for use, or the date before which the productsuitable To use.

The shelf life of the product must meet the mandatory requirements forsecurity goods.

(V ed. Federal law from 12/21/2004 N 171-FZ)

3. Warranty periods can be established for components and components main goods. Warranty deadlines on components products And composite parts are calculatedV volume same order What And warranty term on basic product.

Warranty periods for components and components of the product are considered equal warranty period for the main product, unless otherwise provided by the contract. Ifa warranty period is established in the contract for the component product and component parts of the productshorter duration than the warranty period for the main product, the consumer has the rightpresent requirements, related With shortcomings component products And composite partsgoods, if they are detected during the warranty period for the main product, unless otherwise provided agreement.

(V ed. Federal law from 12/17/1999 N 212-FZ)

If a component product has a warranty period longer thanwarranty period for the main product, the consumer has the right to make claims regarding defects in the product, provided that defects in the component product are discovered withinwarranty period for this product, regardless of the expiration of the warranty period for the main product.

4. Deadlines specified V this article, are being communicated before intelligence consumer V information Oproduct, provided to the consumer V compliance with article 10 present Law.

5. In cases where the warranty period provided for in the contract is less than two years anddefects in the product were discovered by the consumer after the expiration of the warranty period, but within two years, the consumer has the right to present claims to the seller (manufacturer), provided for article 18 present Law, If will prove What flaws goods arosebefore his transfers to the consumer or By reasons, arisen before moment.

(P. 5 introduced Federal by law from 12/17/1999 N 212-FZ)

6. If significant defects in the product are identified, the consumer has the right to present to the manufacturer (an authorized organization or an authorized individual entrepreneur, importer) requirement O free of charge eliminating such shortcomings, Ifwill prove What They arose before transfers goods to the consumer or By reasons, arisen before this moment. Specified requirement Maybe be presented If flaws goodsdiscovered By expiration two years with day transfers goods to the consumer, V flow the service life established for the goods or for ten years from the date of transfer of the goods to the consumer in case of failure to establish the service life. If the specified requirement is not satisfied within twenty days from the date of its presentation by the consumer or the defect of the product discovered by him is irreparable, the consumer at his own choicehas the right to present to the manufacturer (authorized organization or authorized individual entrepreneur, importer) others provided for point 3 articles 18present Law requirements or return product to the manufacturer (authorized organizations or authorized individual entrepreneur, importer) Anddemand return paid monetary amounts.

(P. 6 V ed. Federal law from 12/21/2004 N 171-FZ)

Article 20. Elimination of defects in goods by the manufacturer (seller, authorized organization or authorized individual entrepreneur, importer) (V ed. Federal Law from 12/21/2004 N 171-FZ)

1. If the period for eliminating defects in the goods is not determined in writing by agreement parties, these defects must be eliminated by the manufacturer (seller, authorized organization or authorized individual entrepreneur, importer) immediately.

(P. 1 V ed. Federal law from 12/21/2004 N 171-FZ)

2. For durable goods, the manufacturer, seller or authorized organization or authorized individual entrepreneur obliged at presentation the consumer of the specified requirement within three days to provide free of charge to the consumer for the period of repair of a similar product, providing delivery at his own expense. Scroll goods long-term use, on which specified requirement Not distributed by, is installed Government Russian Federation.

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

3. If defects in the product are eliminated, the warranty period for it is extended for a period of during which the product has not been used. The specified period is calculated from the date of application consumer with a requirement to eliminate defects in the product before the day it is issued upon completion repair.

4. When eliminating product defects by replacing a component or composite parts main products, on which installed warranty deadlines, on new a component product or component of the main product is covered by a warranty period of the same duration as for the replaced component or component Part main products, If other Not provided agreement, And warranty term

is calculated from the day the product is issued to the consumer upon completion of the repair.(P. 4 V ed. Federal Law from 12/17/1999 N 212-FZ)

#### Article 21. Replacement goods improper quality

1. IN case detection consumer shortcomings goods And presentation requirements O his replacement salesman (manufacturer, authorized organization or authorized individual entrepreneur, importer) is obliged to replace such goods within seven days with day presentation said requirements consumer, A at necessity additional checking the quality of such goods by the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer) - within twenty days from day presentation the specified requirement.

If at seller (manufacturer, authorized organizations or authorized individual entrepreneur, importer) V moment presentation requirements absent necessary For replacements product, replacement must be carried out V flow months with day presentation such requirements.

In the regions of the Far North and equivalent areas, the consumer requirement for replacement goods subject to satisfaction By his statement V term, necessary For another delivery appropriate goods V these areas, V case absence at seller (manufacturer, an authorized organization or an authorized individual entrepreneur, importer) necessary For replacements goods on day presentation said requirements.

If it takes more than seven days to replace the product, at the consumer's request, the seller (manufacturer or authorized organization or authorized individual entrepreneur) V flow three days with day presentation requirements O replacement goods must free of charge provide to the consumer in temporary use on period replacements

similar product long-term use, providing his delivery behind mine check. This rule Not distributed by on goods, scroll which determined V compliance With point 2 articles 20 present Law.

(P. 1 V ed. Federal law from 12/21/2004 N 171-FZ)

2. Product improper quality must be replaced on new product, That There is on product, Not former V consumption.

At replacement goods warranty term is calculated again with day transfers goods to the consumer.

#### Article 22. Deadlines satisfaction individual requirements consumer(V ed.

Federal law from 12/21/2004 N 171-FZ)

Consumer demands for a proportionate reduction in the purchase price of goods, compensation expenses on correction shortcomings goods consumer or third face, return the amount of money paid for the goods, as well as a claim for compensation for losses caused to the consumer due to the sale of goods of inadequate quality, are subject to satisfaction seller (manufacturer, authorized organization or authorized individual

entrepreneur, importer) within ten days from the date of presentation of the relevant requirements.

Article 23. Responsibility of the seller (manufacturer, authorized organization or authorized individual entrepreneur, entrepreneur importer) behind overdue execution requirements consumer (V ed. Federal law from 12/21/2004 N 171-FZ)

1. For violation of the deadlines provided for in Articles 20, 21 and 22 of this Law, as well as for failure to comply (delay execution) requirements consumer O providing to him on period repair (replacement) of a similar product the seller (manufacturer, authorized organization or authorized individual entrepreneur, importer), admitted such violations, pays to the consumer behind every day delays penalty (penalty) V size one percent product prices.

(V ed. Federal law from 12/21/2004 N 171-FZ)

The price of a product is determined based on its price that existed in the place in which the consumer's requirement had to be satisfied by the seller (manufacturer, an authorized organization or an authorized individual entrepreneur, importer), on the day of voluntary satisfaction of such a demand or on the day of issuance judicial solutions, If requirement voluntarily satisfied Not was.

(V ed. Federal law from 12/21/2004 N 171-FZ)

2. In case of failure to comply with consumer requirements within the time limits provided for in Articles 20 - 22 present Law, consumer has the right By to his choice present others requirements, established article 18 present Law.

Article 24. Calculations With consumer V case acquisitions them goods improper quality

1. At replacement goods improper quality on product similar stamps (models, article number) recalculation product prices Not is produced.

2. When replacing a product of inadequate quality with the same product of another brand (model, article number) V case, If price goods, subject replacement, below prices goods, provided in return, consumer must pay extra difference V prices; V case, If price the product to be replaced is higher than the price of the product provided in exchange, the difference in prices paid to the consumer. Price goods, subject replacement, determined on moment his replacements, A If requirement consumer Not satisfied seller, price replaceable goods And the price of the goods transferred in exchange is determined at the time the court makes a decision on replacement goods.

(V ed. Federal law from 12/17/1999 N 212-FZ)

3. If the consumer makes a demand for a proportionate reduction in the purchase price goods V calculation accepted price goods on moment presentation consumer requirements about markdown or, if it is not satisfied voluntarily, at the time the court makes a decision on proportionate decrease purchased prices.

(P. 3 V ed. Federal law from 12/17/1999 N 212-FZ)

4. When returning goods of inadequate quality, the consumer has the right to demand compensation differences between at the cost goods, established agreement, And at the cost appropriate goods on moment voluntary satisfaction such requirements or, If requirement voluntarily Not satisfied, on moment rendering court solutions.

(Clause 4 was introduced by Federal Law dated December 17, 1999 N 212-FZ, as amended by the Federal Law dated 12/21/2004 N 171-FZ)

5. In case of return of goods of inadequate quality, sold on credit, to the consumer returns paid behind product monetary sum V size extinguished co day returnsaid goods loan, and reimbursed pay behind provision loan.

(P. 5 V ed. Federal law from 12/21/2004 N 171-FZ)

Article 25. Right consumer on exchange goods proper quality

1. Consumer has the right exchange non-food product proper quality on a similar product from the seller from whom this product was purchased, if the specified product is not came up By form, dimensions, style, colors, size or configurations

(V ed. Federal law from 12/17/1999 N 212-FZ)

The consumer has the right to exchange non-food products of good quality inflow fourteen days, Not counting day his purchases.

Exchange non-food goods proper quality held, If specified productNot was V use, saved his commodity view, consumer properties, fillings, factory labels, and also have a sales receipt or cash receipt or other supportingpayment said goods document. Absence at consumer commodity check or cash checker other document confirming payment for the goods does not deprive him of the opportunity to refer to witness indications.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Scroll goods, Not subject to exchange By reasons specified V this article,approved Government Russian Federation.

2. If a similar product is not on sale on the day the consumer contacts seller, the consumer has the right to refuse to execute the sales contract and demandrefund of the amount of money paid for the specified product. Consumer request for return the amount of money paid for the specified product is subject to satisfaction within three dayswith day return the specified product.

By agreement between the consumer and the seller, the exchange of goods may be provided for admission similar goods V sale. Salesman must immediately to reportto the consumer about admission similar product V sale.

(P. 2 V ed. Federal law from 12/21/2004 N 171-FZ)

Article 26. Rules sales individual species goods(V ed.

Federal law from 12/21/2004 N 171-FZ)

Rules sales individual species goods are approved Government RussianFederation.

Article 26.1. Remote method of selling goods (introduced

Federal by law from 12/21/2004 N 171-FZ)

1. A retail purchase and sale agreement can be concluded on the basis of familiarization consumer with the description of the goods proposed by the seller contained in the catalogues, prospectuses, booklets, presented in photographs, through communication means (television, postal, radio communications and others) or otherwise excluding the possibility direct familiarization consumer With goods or sample goods at conclusionsuch agreement (remote way sales goods) ways.

2. The seller must provide the consumer with information aboutthe main consumer properties of the product, the address (location) of the seller, the location manufacturing of the goods, the full company name (name) of the seller (manufacturer), O price And about conditions acquisitions goods, O his delivery, term services, termshelf life and warranty period, the procedure for payment for the goods, as well as the period during which valid offer O conclusion agreement.

3. To the consumer V moment delivery goods must be V written form provided information O product, provided article 10 present Law, A Also providedpoint 4 this articles information about order And terms return goods.

4. Consumer has the right refuse from goods V any time before his transfers, A after transfers goods - V flow seven days.

If information about the procedure and terms for returning goods of proper quality was not provided V written form V moment delivery goods, consumer has the right refuse fromgoods V flow three months With moment transfers goods.

Return goods proper quality available V case, If saved his commodity view,consumer properties, A also document confirming fact And conditions purchases

the specified product. The consumer does not have a document confirming the fact and conditions purchase of goods does not deprive him of the opportunity to refer to other evidence of purchase goods at this seller.

The consumer does not have the right to refuse a product of proper quality that has an individual certain properties, if the specified product can be used exclusively purchasing its consumer. At refusal consumer from goods salesman must return to him monetary amount, paid by the consumer under the contract, excluding the seller's expenses for delivery from consumer of the returned goods, no later than ten days from the date of presentation consumer corresponding requirement.

5. Consequences of selling goods of poor quality by distance selling goods installed provisions, provided for articles 18 - 24 present Law.

### Chapter III. PROTECTION RIGHTS CONSUMERS AT EXECUTION WORKS (PRODUCTION OF SERVICES)

#### Article 27. Deadlines execution works (providing services)

1. Executor must implement performance work (rendering services) V term, installed rules for performing certain types of work (providing certain types of services) or a contract on the performance of work (provision of services). In the contract for the performance of work (rendering services), it may be a period for completing the work (providing a service) is provided if the specified rules specify it Not provided for A Also term less duration, how term, installed indicated rules.

2. Term execution work (providing services) Maybe be determined date (period), To which the work (service provision) must be completed and/or by the date (period) by which executor must start To implementation work (providing services).

(V ed. Federal law from 12/17/1999 N 212-FZ)

3. IN case, If performance work (rendering services) carried out By parts (delivery periodicals, technical maintenance) during the term of the contract for performance of work (provision of services), appropriate deadlines must be provided (periods) execution such works (providing services).

By agreement parties V agreement can be provided Also deadlines completion individual stages work (intermediate deadlines).

(P. 3 introduced Federal by law from 12/17/1999 N 212-FZ)

#### Article 28. Consequences violations performer deadlines execution works (providing services)

1. If the contractor violated the deadlines for completing the work (providing a service), the start dates and completion of the work (provision of the service) and intermediate deadlines for the completion of the work (providing services) or in time execution work (providing services) became obvious What she Not will completed V term, consumer By to his choice has the right:

(as amended by Federal Law No. 212-FZ of December

17, 1999) appoint to the performer new term;

(V ed. Federal law from 12/17/1999 N 212-FZ)

instruct performance work (rendering services) third persons behind reasonable price or execute her

their forces And demand from performer compensation incurred expenses;

demand a reduction in the price for performing work (providing a service);

refuse from execution agreement O execution work (providing services). (V ed.

Federal Law from 12/21/2004 N 171-FZ)

Consumer has the right demand Also full compensation losses, caused to him V communications With

violation deadlines execution work (providing services). Losses are compensated V deadlines,

established For satisfaction relevant requirements consumer. (V ed. Federal Law

from 12/17/1999 N 212-FZ)

2. Nominated consumer new deadlines execution work (providing services) are indicated V agreement about the implementation work (providing services).

(V ed. Federal law from 12/17/1999 N 212-FZ)

IN case delays new deadlines consumer has the right present to the performer others

requirements, established point 1 this articles.

3. Price completed work (provided services), returned to the consumer at refusal from execution agreement O execution work (providing services), A Also taken into account at



reduction in the price of work performed (service provided), determined in accordance with points 3, 4 and 5 Article 24 of this Law.

(V ed. Federal law from 12/21/2004 N 171-FZ)

4. In case of refusal to execute a contract for the performance of work (provision of a service), the contractor shall not have the right to demand reimbursement of its expenses incurred in the process of performing the work (provision of services), and also be held liable for completed work (provided service), except in cases where the consumer has accepted the completed work (provided service).

(as amended by Federal Laws dated December 17, 1999 N 212-FZ, dated December 21, 2004 N 171-FZ) Paragraph excluded. - Federal law from 12/17/1999 N 212-FZ.

5. In case of violations of established deadlines for execution of work (provision of services) or new deadlines assigned by the consumer on the basis of paragraph 1 of this article, the consumer pays for each day (hour, if the period is defined in hours) of delay a penalty (penalty) of up to three percent of the price of execution of work (provision of services), if the price of performing work (provision of services) under a contract for performing work (provision of services) is not determined - the total order price. Agreement on the performance of work (provision of services) between the consumer and the contractor may set a higher penalty (penalty). (V ed. Federal Law from 12/17/1999 N 212-FZ) Penalty (penalty) for violation of deadlines for starting execution of work (provision of services), its stages are collected for each day (hour, if the period is defined in hours) of delay until the start of performance of work (provision of service), its stage or presentation of requirements by the consumer, provided for in point 1 of this article.

(V ed. Federal law from 12/17/1999 N 212-FZ)

Penalty (penalty) for violation of deadlines for completing work (provision of service), its stage is collected for each day (hour, if the period is defined in hours) of delay up to completion of work (provision of service), its stage or presentation by the consumer requirements, provided for in point 1 of this article.

(V ed. Federal law from 12/17/1999 N 212-FZ)

The amount of the penalty (penalty) collected by the consumer cannot exceed the price of a separate type of performance of work (provision of service) or the total price of the order, if the price of performing a separate type of work (provision of service) is not determined by the contract for the performance of work (provision of services).

The amount of the penalty (penalty) is determined based on the price of performing the work (provision of service), and if specified price is not determined based on general prices order, existing in the volume place, in which the consumer's requirement had to be satisfied by the contractor on the day of voluntary satisfaction of such a requirement or on the day of the court decision, if the requirement was voluntarily satisfied by the consumer.

6. The consumer requirements established by paragraph 1 of this article are not subject to satisfaction if the contractor proves that violation of deadlines for completing the work (provision of services) happened due to irresistible force or by the consumer.

Article 29. Rights of consumer at detection of shortcomings in completed work (provision of services)

1. Consumer at detection of shortcomings in completed work (provision of services) has the right by his choice to demand:

free elimination of deficiencies in the work performed (service provided); corresponding reduction in the price of work performed (service provided); gratuitous manufacturing of other things from homogeneous material such as quality or

redoing the work. In this case, the consumer is obliged to return the previously transferred to him thing;

compensation for expenses incurred by eliminating shortcomings in completed work (provision of services) or by third persons.

Satisfaction of requirements of consumer is free of charge for eliminating shortcomings, about manufacturing of other things or repeated execution of work (provision of services) is not

free for performer from responsibility for penalties for violation of deadline for execution of work (provision of services).

(V ed. Federal law from 12/17/1999 N 212-FZ)

Consumer has the right to refuse from execution agreement or execution of work (provision of services) and demand full compensation for losses, if installed specified agreement term

the shortcomings of the work performed (service provided) are not eliminated by the contractor. Consumer Also has the right refuse from execution agreement O execution work (providing services), If they discovered significant deficiencies in the work performed (services provided) or other significant retreats from conditions agreement.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Consumer has the right demand Also full compensation losses, caused to him V communications With shortcomings completed work (provided services). Losses are compensated V deadlines, established For satisfaction relevant requirements consumer.

2. Price completed work (provided services), returned to the consumer at refusal from execution of the contract for the performance of work (provision of services), as well as taken into account when reduction in the price of work performed (service provided), determined in accordance with points 3, 4 And 5 Article 24 of this Law.

(V ed. Federal law from 12/21/2004 N 171-FZ)

3. Requirements, related With shortcomings completed work (provided services), can be presented upon acceptance of the work performed (service provided) or during the performance work (providing services) or, If impossible discover flaws at acceptance completed work (provided services), V flow deadlines, established hereby point. The consumer has the right to make claims related to deficiencies in the work performed (provided services), If They discovered V flow warranty deadline, A at his absence Va reasonable period of time, within two years from the date of acceptance of the work performed (service provided) or five years V respect shortcomings V structure And otherwise immovable property.

(P. 3 V ed. Federal law from 12/17/1999 N 212-FZ)

4. The Contractor is responsible for deficiencies in the work (service) for which there is no warranty. period, if the consumer proves that they arose before its acceptance by him or for reasons arisen up to this point.

IN respect work (services), on which installed warranty term, executor answers for its shortcomings, unless it proves that they arose after the acceptance of the work (service) by the consumer due to his violation of the rules for using the result of work (service), actions third persons or irresistible strength.

(P. 4 introduced Federal by law from 12/17/1999 N 212-FZ)

5. In cases where the warranty period provided for in the contract is less than two years (five years for real estate) and defects in work (service) discovered by the consumer upon expiration of the warranty period, but within two years (five years for real estate), the consumer has the right to present the requirements provided for in paragraph 1 of this article if proves that such defects arose before he accepted the result of the work (service) or reasons, arisen up to this point.

(P. 5 introduced Federal by law from 12/17/1999 N 212-FZ)

6. IN case identifying significant shortcomings work (services) consumer has the right present to the contractor a demand to eliminate defects free of charge if he proves that the defects arose before he accepted the result of the work (service) or for reasons arisen before this moment. This requirement Maybe be presented If such flaws discovered after two years (five years in relation to real estate) from the date acceptance of the result of work (service), but within the limits established for the result of work (services) service life or within ten years from the date of acceptance of the result of the work (service) by the consumer, if the service life is not established. If this requirement is not satisfied in within twenty days from the date of its presentation by the consumer or a detected defect is irremovable consumer in my own way choice has the right demand:

(V ed. Federal law from 12/17/1999 N 212-FZ)

a corresponding reduction in the price for the work performed (service provided);  
compensation incurred them expenses By eliminating shortcomings completed work (provided services) their forces or third persons;  
refusal to fulfill the contract for the performance of work (provision of services) and compensation for losses. (V ed. Federal Law from 12/21/2004 N 171-FZ)

Article thirty. Deadlines elimination shortcomings completed work (provided services)

Defects in the work (service) must be eliminated by the contractor within a reasonable time, appointed consumer.

(V ed. Federal law from 12/17/1999 N 212-FZ)

Paragraph excluded. - Federal law from 12/17/1999 N 212-FZ.

Nominated consumer term elimination shortcomings indicated V agreement or V otherwis document, signed parties.

(V ed. Federal law from 12/17/1999 N 212-FZ)

For violation of the deadlines provided for in this article for eliminating the deficiencies of the completed of work (service provided), the contractor pays the consumer for each day of delay penalty (fine), the amount and calculation procedure of which are determined in accordance with paragraph 5 Article 28 of this Law.

In case of violation of the specified deadlines, the consumer has the right to present to the contractor other requirements, provided for points 1 And 4 Article 29 present Law.

Article 31. Deadlines satisfaction individual requirements consumer

Consultant Plus: note.

Federal Law No. 212-FZ of December 17, 1999 amended Article 29 of this Law: paragraph 4 original editorial staff articles 29 corresponds point 6 (V editorial staff from 12/17/1999).

1. Consumer demands to reduce the price for work performed (service provided), o reimbursement of expenses to eliminate deficiencies in the work performed (service provided) their forces or third persons A Also O return paid behind work (service) monetary amounts And compensation losses, caused V communications With refusal from execution agreements, provided for in paragraph 1 of Article 28 and paragraphs 1 and 4 of Article 29 of this Law are subject to satisfaction V ten days term with day presentation appropriate requirements.

(V ed. Federal law from 12/21/2004 N 171-FZ)

2. Consumer demands for free production of another thing from a homogeneous material of the same quality or repeated performance of work (provision of services) are subject to satisfaction within the time period established for urgent performance of work (provision of services), and in case, If this term Not installed, V term, provided for agreement O execution work (providing services), which was improperly fulfilled

3. For violation of the deadlines provided for in this article for the satisfaction of individual consumer requirements, the contractor pays the consumer for each day of delay penalty (penalty), size And order calculus which are determined V compliance With point 5 Article 28 of this Law.

In case of violation of the deadlines specified in paragraphs 1 and 2 of this article, the consumer has the right present to the performer others requirements, provided for point 1 articles 28 And points 1 And 4 Article 29 of this Law.

Article 32. Right consumer on refusal from execution agreement O execution works (providing services)

(V ed. Federal law from 12/21/2004 N 171-FZ)

The consumer has the right to refuse to fulfill the contract for the performance of work (provision of services) in any time at condition payment to the performer actually incurred them expenses, related With execution obligations under this agreement.

Article 33. Estimate on performance work (rendering services)

1. For the performance of work (provision of services) stipulated by the contract for the performance of work (providing services), Maybe be compiled hard or approximate estimate. Compilation such estimates By requirement consumer or performer Necessarily.

2. The contractor does not have the right to demand an increase in the fixed estimate, and the consumer does not have the right to demand its reduction, including in the case when at the time of conclusion of the contract the possibility was excluded provide for the full scope of work to be performed (services provided) or required For this expense.

The Contractor has the right to demand an increase in the firm estimate if there is a significant increase the cost of materials and equipment provided by the contractor, as well as services provided to him third persons services, which it is forbidden was provide at conclusion agreement. At

refusal consumer execute This requirement executor has the right terminate agreement Vjudicial ok.  
(P. 2 V ed. Federal law from 12/17/1999 N 212-FZ)

3. If there is a need to perform additional work (provide additional services) and for this reason the approximate estimate is significantly exceeded, the contractor is obliged to promptly warn the consumer about this. If the consumer has not given consent to exceeding the approximate estimate, he has the right to refuse to fulfill the contract. In that case executor Maybe demand from consumer payment prices behind completed work (provided service).

The contractor who failed to promptly warn the consumer about the need to exceed approximate estimates, must fulfill agreement, keeping right on payment work (services) Vwithin approximate estimates.

(Clause 3 introduced by Federal Law dated December 17, 1999

N 212-FZ)Article 34. Performance work from material

performer

1. Executor must execute work, certain agreement O execution work, fromhis material And their means If other Not provided agreement.

(V ed. Federal law from 12/17/1999 N 212-FZ)

The contractor who provided the material to perform the work is responsible for its improper quality By rules about responsibility seller behind goods improper quality.

(V ed. Federal law from 12/17/1999 N 212-FZ)

2. The contractor's material is paid by the consumer upon conclusion of the specified contract fully or V size, specified V agreement O execution work With condition final calculation at receiving consumer completed performer work, Ifother order calculations behind material performer Not provided agreement sides

(V ed. Federal law from 12/17/1999 N 212-FZ)

3. IN cases, provided for agreement O execution work, material Maybe beprovided by the contractor to the consumer on credit. Subsequent price change provided V credit material performer Not entails behind yourself recalculation.

(V ed. Federal law from 12/17/1999 N 212-FZ)

4. Material performer And necessary For execution work technical facilities,tools And other are delivered To place execution works performer.

ABOUT application provisions articles 35 To relationships By agreement, related With providing services Bychemical cleaning products, cm. letter Rospotrebnadzor from 03/07/2006 N 0100/2473-06-32.

Article 35. Performance work from material (With thing) consumer

1. If the work is performed entirely or partially from the material (with the item) of the consumer, the performer is responsible for the safety of this material (thing) and its correct use. Executor must:

warn consumer O unsuitability or poor quality transmittedconsumer material (things);

introduce report about spending material And return his remainder.

In case of complete or partial loss (damage) of material (things) accepted from consumer, the contractor is obliged to replace it with homogeneous material within three days (thing) of similar quality and, at the consumer's request, produce a product from a homogeneousmaterial (things) V reasonable term, A at absence homogeneous material (things)

of similar quality - reimburse the consumer twice the price of the lost (damaged)material (things), A Also expenses, incurred consumer.

2. The price of lost (damaged) material (item) is determined based on the price material (things), existing V volume place, V which requirement consumer must wasbe satisfied by the contractor on the day of voluntary satisfaction of such a requirement oron the day of the court decision, if the consumer's demand is voluntarily satisfiedNot was.

The price of the material (item) transferred to the contractor is determined in the performance agreementwork or V otherwise document (receipts, order), confirming his conclusion.

(V ed. Federal law from 12/17/1999 N 212-FZ)

3. Executor freed up from responsibility behind full or partial loss

(damage) to the material (thing) accepted by him from the consumer, if the consumer is warned the performer about the special properties of the material (thing), which may entail his full or partial loss (damage) or if specified properties material (things) could not be discovered at proper acceptance performer this material (things).

(V ed. Federal law from 12/17/1999 N 212-FZ)

Article 36. Duty performer inform consumer about circumstances, which may affect the quality of the work performed (service provided) or entail impossibility her completion V term

(V ed. Federal law from 12/17/1999 N 212-FZ)

The contractor is obliged to promptly inform the consumer that compliance with the instructions consumer and other circumstances depending on the consumer may reduce the quality carried out work (provided services) or entail behind yourself impossibility her completion V term.

(V ed. Federal law from 12/17/1999 N 212-FZ)

If consumer, despite on timely and justified informing performer V reasonable term Not will replace unsuitable or substandard material, Not will change instructions on the method of performing work (providing a service) or does not eliminate other circumstances, which can reduce quality carried out work (provided services), executor has the right refuse to fulfill the contract for the performance of work (provision of services) and demand full compensation losses.

(V ed. Federal law from 12/21/2004 N 171-FZ)

Article 37. Procedure and forms of payment for work performed (services provided) (V ed. Federal laws from 12/21/2004 N 171-FZ, from 07/27/2006 N 140-FZ)

Consumer must pay provided to him services V ok And V deadlines, which installed agreement With performer.

(Part first V ed. Federal law from 12/21/2004 N 171-FZ)

The consumer is obliged to pay for the work performed by the contractor in full after it has been completed. acceptance consumer. WITH consent consumer Job Maybe be paid them at conclusion agreement V complete size or by issuance advance

(V ed. Federal laws from 12/17/1999 N 212-FZ, from 12/21/2004 N 171-FZ)

Payment provided services (completed works) produced through cash or non-cash calculations V compliance With legislation Russian Federation.

(Part third introduced Federal by law from 07/27/2006 N 140-FZ)

The provisions of part four of Article 37 as amended by Federal Law No. 140-FZ of July 27, 2006 spread on relationship, arisen from contracts on rendering services (performance works), prisoners before day introductions V force said Federal law.

When using a cash form of payment, payment for services provided (work performed) carried out in accordance with the instructions of the contractor by depositing cash funds to the performer's cash desk, or to a credit institution, or to the commercial cash office an organization that is not a credit institution and has the right to accept payment for provided services (completed work) V compliance With Federal by law "ABOUT banks And

banking activities" (as amended by Federal Law No. 17-FZ of February 3, 1996), If other Not installed federal laws or other normative legal acts Russian Federation. At this obligations consumer before performer By payment

services rendered (work performed) are considered completed from the moment cash is deposited monetary funds respectively V cash register performer, or V credit organization, or V cash desk of a commercial organization that is not a credit organization and has the right accept fee behind provided services (completed work) V compliance With Federal by law "ABOUT banks And banking activities" (V editorial staff Federal law from 3 February 1996 of the year N 17-FZ).

(Part fourth introduced Federal by law from 07/27/2006 N 140-FZ)

#### Article 38. Rules household And other species service consumers

Rules for household and other types of consumer services (rules for implementing certain types of work and rules for the provision of certain types of services) are approved by the Government Russian Federation.

#### Article 39. Regulation providing individual species services

Consequences violations conditions contracts about providing individual species services, If such contracts by their nature do not fall within the scope of this chapter, are determined by law.

#### Chapter IV. STATE AND PUBLIC PROTECTION RIGHTS CONSUMERS

Article 40. State control And supervision behind compliance laws And other regulatory legal acts of the Russian Federation regulating relations in the field of protection of rights consumers

(V ed. Federal law from 12/21/2004 N 171-FZ)

1. State control And supervision behind compliance laws And other regulatory legal acts of the Russian Federation regulating relations in the field of consumer rights protection (Further - state control And supervision V region protection rights consumers), are being implemented authorized federal body executive authorities By control (supervision) in the field of consumer rights protection (by its territorial bodies), as well as other federal executive authorities (their territorial bodies), carrying out functions of control and supervision in the field of consumer rights protection and safety of goods (works, services), in the manner determined by the Government of the Russian Federation.

2. State control and supervision in the field of consumer rights protection provides for: carrying out control-related activities - checking compliance by manufacturers (performers, sellers, authorized organizations or authorized individual entrepreneurs, importers) mandatory requirements laws And other regulatory legal acts Russian Federations, regulating relationship V region protection of consumer rights, as well as mandatory requirements for goods (works, services); issuance within the powers provided for by the legislation of the Russian Federation, instructions for manufacturers (performers, sellers, authorized organizations or authorized individual entrepreneurs, importers) to stop violations consumer rights, on the need to comply with mandatory requirements for goods (works, services); in accordance with the procedure established by the legislation of the Russian Federation, taking measures to suspension production And implementation goods (execution works, providing services), that do not meet mandatory requirements (including those with expired shelf life), and goods for which an expiration date should be established, but is not established, according to a recall from internal market and (or) from the consumer or consumers of goods (works, services) that are not correspond compulsory requirements, And informing about this consumers; referral to the body that carries out licensing of the relevant type of activity (licensing organ), materials O violation rights consumers For consideration question on the suspension or cancellation of the relevant license in the established legislation Russian Federation ok; direction V organs prosecutor's office, other law enforcement organs By jurisdiction materials for resolving issues of initiating criminal cases based on crimes, related to violation of laws and other regulatory legal acts Russian Federation rights consumers; filing statements in court to protect consumer rights and legitimate interests an indefinite number of consumers, as well as with statements about the liquidation of the manufacturer (performer, seller, authorized organizations, importer) or O termination

activities of an individual entrepreneur (authorized individual entrepreneur) for repeated or gross violation of established laws and other normative legal acts Russian Federation rights consumers.

3. Authorized federal executive body for control (supervision) in the region protection of consumer rights (its territorial bodies), as well as other federal executive bodies (their territorial bodies), performing functions of control and supervision in the field of consumer rights protection and safety of goods (works, services), may be attracted by the court to participate in the case or to intervene in the case on their own initiative or on the initiative of persons, participating in fact, For dachas conclusions By business V purposes protection rights consumers.

4. Federal organ executive authorities, carrying out functions By production state policy in the field of consumer protection, provides explanations on issues applications laws And other regulatory legal acts Russian Federations, regulating relationship V region protection rights consumers, A Also asserts position O ok consideration by the authorized federal executive body for control (supervision) V region protection rights consumers (his territorial authorities) affairs O violation laws And other regulatory legal acts Russian Federations, regulating relationship V region protection rights consumers.

Article 41. Duty manufacturer (performer, seller, authorized organizations or authorized individual entrepreneur, importer) By providing information to federal executive authorities authorized to conduct state control and supervision in the field of consumer rights protection (their territorial authorities)

(V ed. Federal law from 12/21/2004 N 171-FZ)

Manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) at the request of the authorized federal executive authority for control (supervision) in the field of consumer rights protection (its territorial bodies), as well as other federal executive bodies (their territorial bodies), implementing functions By state control And supervision V region protection rights consumers And security goods (works, services), their officials persons is obliged to provide, within the period established by them, reliable information, documentation, explanations in written and (or) oral form and other information necessary for implementation by the specified federal executive bodies and their officials persons powers, powers established hereby By law.

Article 42. Lost strength. - Federal law from 12/21/2004 N 171-FZ.

Article 42.1. Authority higher executive organs state authorities subjects Russian Federation V region protection rights consumers

(introduced Federal by law from 12/21/2004 N 171-FZ)

The highest executive body of state power of the corresponding subject of the Russian Federation carries out Events By implementation, ensuring And protection rights consumers And V within their powers accepts certain measures.

Article 43. Responsibility behind violation rights consumers, established laws And other normative legal acts Russian Federation

(V ed. Federal law from 12/21/2004 N 171-FZ)

Behind violation rights consumers, established laws And other normative legal acts Russian Federations, salesman (executor, manufacturer, authorized organization or authorized individual entrepreneur, importer) carries administrative, criminal or civil liability in accordance with legislation Russian Federation.

Article 44. Implementation of consumer rights protection by local government bodies(V ed.

Federal Law from 08/22/2004 N 122-FZ)

IN purposes protection rights consumers on territories municipal education organs localself-government has the right:

consider complaints consumers, consult their By questions protection rightsconsumers;  
address V courts V protection rights consumers (undefined circle consumers).

At identifying By complaint consumer goods (works, services) improper quality, A Alsodangerous to life, health, property of consumers and the environment immediately notify about this the federal executive authorities exercising control over quality And security goods (works, services).

Article 45. Rights public associations consumers (their associations, unions)(V ed. Federal

Law from 12/21/2004 N 171-FZ)

1. Citizens have the right to unite on a voluntary basis in public associations consumers (their associations, unions), which carry out my activity V compliancewith the charters of these associations (their associations, unions) and the legislation of the Russian Federation.

2. Public associations consumers (their associations, unions) For implementation theirstatutory goals has the right:

participate in the development of mandatory requirements for goods (works, services), as well as draft laws and other normative legal acts of the Russian Federation regulatingrelationship V region protection rights consumers;

conduct independent examination quality, security goods (works, services), A Alsocompliance of consumer properties of goods (works, services) with those declared by sellers (manufacturers, performers) information O them;

check compliance rights consumers And rules trade, household And other species

service consumers, make up acts O identified violations rights consumers Andsend these acts for consideration to the authorized state bodies authorities, as well as inform local authorities about identified violations, participate, at the request of consumers, in conducting examinations on facts of violation of rights consumers;

disseminate information about consumer rights and the necessary actions to protect thesright, O results comparative research quality goods (works, services), A Also otherinformation that will facilitate the implementation of rights and legitimate interests consumers. Published by public associations of consumers (their associations, unions) the results of comparative studies of the quality of goods (works, services) are notadvertising;

submit proposals for adoption to federal executive authorities and organizationsmeasures By increase quality goods (works, services), By suspension production And

implementation goods (execution works, providing services), By review With internal market goods (works, services) that do not comply with the requirements for them and established by law Russian Federation O technical regulation compulsory requirements;

submit to the prosecutor's office and federal executive authorities materials about holding persons responsible for the production and sale of goods (performance works, rendering services), Not relevant presented To him compulsoryrequirements, as well as violating consumer rights established by laws and other normative legal acts Russian Federations;

contact the prosecutor's office with requests to bring protests for recognition invalid acts federal organs executive authorities, acts organsexecutive authorities subjects Russian Federation And acts organs local

self-government, contradictory laws And others regulating relationship V region protectionrights consumers normative legal acts Russian Federations;

address V courts With statements V protection rights consumers And legal interests individualconsumers (groups consumers, uncertain circle consumers).



Article 46. Protection of the rights and legitimate interests of an indefinite number of consumers (V ed. Federal Law from 12/21/2004 N 171-FZ)

Authorized federal executive body for control (supervision) in the region protection of consumer rights (its territorial bodies), other federal bodies executive authorities (their territorial organs), implementing functions By control And supervision in the field of consumer rights protection and safety of goods (works, services), authorities local government, public consumer associations (their associations, unions) has the right to bring claims to the courts for recognition of the actions of the manufacturer (performer, seller, an authorized organization or an authorized individual entrepreneur, importer) illegal V respect uncertain circle consumers And O termination these actions.

If such a claim is satisfied, the court obliges the offender to bring the term through the media or other means to the attention of consumers solution court.

A court decision that has entered into legal force recognizing the actions of the manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer) illegal in relation to an indefinite circle consumers is mandatory for the court considering a consumer's claim to protect his rights, arising as a result of the onset of civil consequences of the manufacturer's actions (performer, seller, authorized organization or authorized individual entrepreneur, importer), regarding questions of whether such actions took place and whether they are the manufacturer (performer, seller, authorized organization or authorized individual entrepreneur, importer).

Simultaneously with the satisfaction of the claim brought by the public association consumers (their association, union), local governments in the interests of uncertain circle consumers, court accepts solution O compensation public association of consumers (their association, union), local government bodies of all incurred By business judicial costs, A Also other emerging before appeals V court And related With consideration affairs necessary expenses, V volume number expenses on carrying out independent examination V case identifying V result carrying out such examination violations mandatory requirements To goods (works, services).

§SIGN

Moscow, House Soviets  
7 February 1992 of the year N 2300-I