Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council		Government Emergency Order No 34/2014 on consumer rights under contracts concluded with traders, and amending certain legislative acts	
3/4	4. Member States may decide not to apply this Directive or not to maintain or introduce corresponding national provisions to off-premises contracts for which the payment to be made by the consumer does not exceed EUR 50. Member States may define a lower value in their national legislation.	3/4	(4) This Emergency Order shall not apply to off-premises contracts for which the payment to be made by the consumer does not exceed the RON equivalent of EUR 10, at the exchange rate applied by the National Bank of Romania on that day, with the exception of Articles 9 to 16 and 18 to 24 which shall also apply to such contracts. In the case of service contracts, the value of the contract shall be determined by multiplying the monthly value of the service in question by the length of the contract.
6/8	 (7) Member States may maintain or introduce in their national law language requirements regarding the contractual information, so as to ensure that such information is easily understood by the consumer. (8) The information requirements laid down in this Directive are in addition to information requirements contained in Directive 2006/123/EC and Directive 2000/31/EC and do not prevent Member States from imposing additional information requirements in accordance with those Directives. 	6/7	(7) The contractual information shall be provided in Romanian in an accessible format, so as to enable the consumer to easily understand it, without preventing such information from being provided also in other languages. (8) The information requirements laid down in this Emergency Order are in addition to information requirements contained in Government Emergency Order No 49/2009 on service providers' freedom of establishment and the freedom to provide services in Romania, approved with amendments by Law No 68/2010, and in Law No 365/2002 on e-commerce, republished, as
	Without prejudice to the first subparagraph, if a provision of Directive 2006/123/EC or Directive 2000/31/EC on the content and the manner in which the information is to be provided conflicts with a provision of this Directive, the provision of this Directive shall prevail.	6/9	amended. (9) Without prejudice to paragraph (8), if a provision on the content and the manner in which the information is to be provided, contained in Government Emergency Order No 49/2009, approved with amendments by Law No 68/2010, or in Law No 365/2002, republished, as amended, conflicts with a provision of this Emergency Order, the provision of this Emergency Order shall prevail.
7/4	(4) With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer	7/4	(4) With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer immediately

	immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed EUR 200:		perform their contractual obligations and where the payment to be made by the consumer does not exceed the equivalent of EUR 200, at the exchange rate applied by the National Bank of Romania on that day:
7/4/a	(a) the trader shall provide the consumer with the information referred to in points (b) and (c) of Article 6(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in points (a), (h) and (k) of Article 6(1), but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;	7/4/a	(a) the trader shall provide the consumer with the information referred to in points (b) and (c) of Article 6(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in points (a), (h) and (k) of Article 6(1), but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;
7/4/b	(b) the confirmation of the contract provided in accordance with paragraph (2) of this Article shall contain the information provided for in Article 6(1).	7/4/b	(b) the confirmation of the contract provided in accordance with paragraph (2) of this Article shall contain the information provided for in Article 6(1).
	Member States may decide not to apply this paragraph.		
8/6	(6) Where a distance contract is to be concluded by telephone, Member States may provide that the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Member States may also provide that such confirmations have to be made on a durable medium.	8/6	(6) Where a distance contract is to be concluded by telephone, the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Such confirmations have to be made on a durable medium.
9/3	(3) The Member States shall not prohibit the contracting parties from performing their contractual obligations during the withdrawal period. Nevertheless, in the case of off-premises contracts, Member States may maintain existing national legislation prohibiting the trader from collecting the payment from the consumer during the given period after the conclusion of the contract.	9/3	(3) The contracting parties shall perform their contractual obligations during the withdrawal period in accordance with the provisions of this Emergency Order.